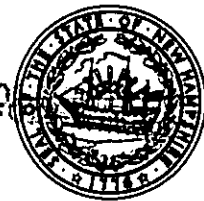




The State of New Hampshire  
**Department of Environmental Services**



2011  
117

**Robert R. Scott, Commissioner**

May 18, 2021

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

**REQUESTED ACTIONS**

1. Authorize the Department of Environmental Services to **RETROACTIVELY** amend an Asset Management Grant agreement (PO # 9005633) with the City of Franklin (Vendor Code #177390-B002) by extending the completion date to December 31, 2021 from May 31, 2021, effective upon Governor and Council approval. No additional funding is involved in this time extension. The grant agreement was originally approved by Governor and Council on June 10, 2020 as Item #76. 100% Federal Funds.
2. Authorize the Department of Environmental Services to **RETROACTIVELY** amend an Asset Management Grant agreement (PO # 9005636) with the Plymouth Villate Water and Sewer District (Vendor Code #159943-B001) by extending the completion date to December 31, 2021 from May 31, 2021, effective upon Governor and Council approval. No additional funding is involved in this time extension. The grant agreement was originally approved by Governor and Council on March 25, 2020 as Item #56. 100% Federal Funds.

**EXPLANATION**

We are requesting **RETROACTIVE** approval of these amendments in order to provide the aforementioned communities additional time to complete the agreed upon scope of services. This request is retroactive because the communities were unsure if they were going to need an extension and by the time they realized how much work was needed to be completed, the grant period had ended, thus rendering the amendment request retroactive.

Unfortunately, due to unforeseen circumstances experienced by these communities, both of these projects were drastically impacted by the COVID-19 pandemic as staff efforts were appropriately shifted and re-assigned to other tasks. Not to mention, the inability to collaborate with consultants in traditional matters resulted in less productivity, thus not being able to meet the initial goals of the communities. As of today, there has been no funds disbursed for either of these grants.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council

Page 2

The asset management grants are used for the development and implementation of asset management plans for public water systems. Projects under this grant are evaluated and ranked based on criteria included in the request for proposals, such as whether the project completes a condition assessment on all assets, that a financial plan is developed and addresses investment priorities, and that the plan is communicated to customers and decision-makers.

All other conditions of the original agreement will remain in full effect. These amendments have been approved as to form, substance, and execution by the Office of the Attorney General.

We respectfully request your approval.



Robert R. Scott, Commissioner

**Grant Agreement with the City of Franklin  
Asset Management and Financial Planning Grant  
Amendment No. 1**

This Agreement (hereinafter called the Amendment) dated this 11 day of MARCH 2021, 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 City of Franklin acting by and through its City Manager, Judie Milner (hereinafter referred to as the Grantee).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on June 10, 2020, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

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

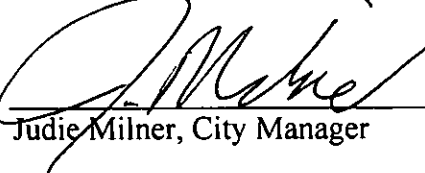
NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:  
  
(A) The Completion Date as set forth in sub-paragraph 1.6 of the Agreement shall be changed from May 31, 2021 to December 31, 2021.
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.

**Grant Agreement with the City of Franklin  
Asset Management and Financial Planning Grant  
Amendment No. 1**

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


CITY OF FRANKLIN

By:   
Judie Milner, City Manager

STATE OF NEW HAMPSHIRE  
COUNTY OF Merrimack

On this the 11<sup>th</sup> day of March, before the undersigned officer, personally appeared Judie Milner who acknowledged herself 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.

  
Audrey Lanzillo  
My Commission Expires: June 21, 2022

Official Seal  
Audrey Lanzillo  
Notary Public - New Hampshire  
My Commission Expires  
June 21, 2022



THE STATE OF NEW HAMPSHIRE  
Department of Environmental Services

By:   
Robert R. Scott, Commissioner

Approved by Attorney General this 1<sup>st</sup> day of June 2021, as to form, substance and execution.

OFFICE OF ATTORNEY GENERAL



**Certificate of Vote of Authorization**

**City of Franklin, New Hampshire-Office of the City Manager  
322 Central Street, Franklin, NH 03235**

I, Marie Morang, Deputy City Clerk for the City of Franklin, NH do hereby certify that at a meeting of the Franklin City Council held on Monday April 6, 2020 the Franklin City Council (governing body) voted to enter into a grant agreement with the NH Department Environmental Services to fund asset management and financial planning initiatives through a matching grant program.

The Franklin City Council further authorized the Judie Milner – City Manager to execute any documents which may be necessary to effectuate this grant agreement. The Franklin City Council resolution was non-lapsing and the City agrees to the grant extension.

IN WITNESS WHEREOF, I have hereunto set me hand as Deputy City Clerk of Franklin, NH the 11<sup>th</sup> day of March 2021.

Signature Marie Morang

STATE OF NEW HAMPSHIRE

County of Merrimack

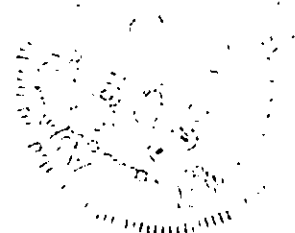
On this 11<sup>th</sup> day of March, 2021, before me Audrey Lanzillo (Notary Public) the undersigned Officer, personally appeared. Marie Morang, who

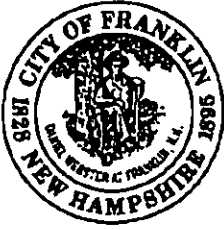
acknowledged herself to be the Deputy City Clerk of City of Franklin – Water Department, being authorized so to do, execute the foregoing instrument for the purpose therein contained.

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

Notary Public Audrey Lanzillo My commission expires: June 21, 2022

Official Seal  
Audrey Lanzillo  
Notary Public - New Hampshire  
My Commission Expires  
June 21, 2022





## CITY OF FRANKLIN, NEW HAMPSHIRE

*"The Three Rivers City"*

316 Central Street  
Franklin, NH 03235

(603) 934-3900  
fax: (603) 934-7413

### RESOLUTION #15-20

A Resolution granting the City Manager the authority to file a final application under the State of New Hampshire, 2020 Asset Management Planning Grant Program AM-101" and designating an authorized representative.

WHEREAS, the City of Franklin, New Hampshire after thorough consideration of the nature of its drinking water system needs, hereby determines that in order to continue endeavors towards further improvements to the Franklin Water Department, an "Asset Management Program" is necessary and in the public interest, and to that end apply for grant assistance from the State of New Hampshire, Department of Environmental Services in an amount not to exceed \$20,000 with the City providing a 100% match of \$20,000 .

NOW, THEREFORE, BE IT RESOLVED BY the Franklin City Council, Franklin, New Hampshire, the governing body of said City of Franklin, New Hampshire as follows:

1. City Manager, Judie Milner, is hereby designated as the Authorized Representative of the City of Franklin, NH for the purpose of filing a final grant application, furnishing such information, data and documents pertaining to the applicant for a grant as may be required; and otherwise to act as the Authorized Representative of the applicant in connection with this application and if such a grant can be made, is the designated Authorized Representative of the Applicant responsible for furnishing information, data and documents pertaining to disbursements relating to the grant.
2. That the Franklin, New Hampshire City Council hereby votes to enter into grant agreement #AM-101 with the New Hampshire Department of Environmental Services to fund asset management and financial planning initiatives through this matching grant program authorizing Judie Milner, City Manager to execute any documents which may be necessary to effectuate this grant agreement.
3. That certified copies of this resolution be included as part of the final grant application.
4. That City Manager, Judie Milner is authorized to sign the final grant agreement binding the City of Franklin to the terms and conditions of the grant: Primary signatory being Judie Milner, City Manager.
5. That if such a grant be made, the City of Franklin agrees to make provisions for assuming proper development and further implementation of a Water Department Asset Management Program for its above ground and subsurface drinking water infrastructure.

6. This Resolution is Non-Lapsing.

Roll Call Vote:

Councilor Clarenbach	<u>Yes</u>	Councilor Desrochers	<u>Yes</u>
Councilor Testerman	<u>Yes</u>	Councilor Dzujna	<u>Yes</u>
Councilor Zink	<u>Yes</u>	Councilor Bunker	<u>Yes</u>
Councilor Starkweather	<u>Yes</u>	Councilor Trudel	<u>Yes</u>

Approved:



\_\_\_\_\_  
Mayor Anthony Guinta

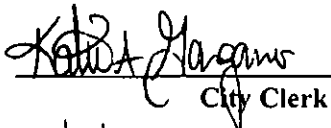
Passed:

\_\_\_\_\_  
April 6, 2020

Date

I certify that said vote has not been amended or repealed and remains in full force and effect as of the date of this Certification and that Katie A. Gargano, is the City Clerk for the City of Franklin, New Hampshire.

A true copy, attested:

  
\_\_\_\_\_  
City Clerk

Date:

\_\_\_\_\_  
4/14/2020



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/21/2021

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).

<b>PRODUCER</b> Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	<b>CONTACT NAME:</b> Mary Ellen Snell, CIC	
	<b>PHONE (A/C, No, Ext):</b> (603) 715-9754	<b>FAX (A/C, No):</b> (603) 225-7935
<b>E-MAIL ADDRESS:</b> msnell@davistowle.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Travelers Insurance		19046
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**


City of Franklin  
316 Central St.  
Franklin, NH 03235

**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 INSD	SUBR WYD	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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZLP31M3545317PB	7/1/2020	7/1/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea. occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 0
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			H81107F133872COF18	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea. accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			ZUP91M3658917PB	7/1/2020	7/1/2021	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Department of Environmental Services P.O. Box 95 Concord, NH 03302	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 





## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<b>Participating Member:</b> City of Franklin 316 Central Street Franklin, NH 03235	<b>Member Number:</b> 175	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
--	------------------------------	--

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply; If Not	
<input type="checkbox"/> <b>General Liability (Occurrence Form)</b> <input type="checkbox"/> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	

**Description:** Proof of Primex Member coverage only.

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	Primex <sup>3</sup> - NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
			Date: 4/21/2021 mpurcell@nhprimex.org
State of NH, Department of Environmental Services 29 Hazen Drive P.O. Box 95 Concord, NH 03302			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax



The State of New Hampshire  
**Department of Environmental Services**



**Robert R. Scott, Commissioner**

May 5, 2020

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

**APPROVED G & C**

DATE 10 June 2020  
ITEM # 76

REQUESTED ACTION

Authorize the Department of Environmental Services to award Asset Management grants to the following entities totaling \$112,000 to improve public water system management, effective upon Governor and Council approval through May 31, 2021. 100% Federal Funds.

*02/13*

*205233  
205634*

*205236*

Vendor Name	Location	Vendor #	Grant Amount
City of Somersworth	Somersworth, NH	177476-B001	\$20,000
Village District of Eastman	Grantham, NH	155471-B001	\$20,000
City of Franklin	Franklin, NH	177390-B002	\$20,000
Waterville Valley Water Department	Waterville Valley, NH	154573-B001	\$20,000
Sunapee Hills Assoc. dba Chalk Pond Water Company	Newbury, NH	156910-B001	\$12,000
Plymouth Village Water and Sewer District	Plymouth, NH	159943-B001	\$20,000

Funding is available in the account as follows.

03-44-44-441018-4718-072-500574

Dept. Environmental Services, DWSRF Administration, Grants Federal

FY 2020  
\$112,000

EXPLANATION

The Department of Environmental Services issued a request for proposals for 2019/2020 Asset Management and Financial Planning Grants. These grants are funded by set-asides under the Drinking Water State Revolving Loan Fund. They can be used to develop and implement asset management plans for public water systems. Fifteen proposals were received, then evaluated and ranked based on criteria included in the request for proposals, such as whether the project completes a condition assessment on all assets, that a financial plan is developed and addresses investment priorities, and that the plan is communicated to customers and decision-makers. Based on the available federal funding, the

www.des.nh.gov

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095  
(603) 271-3503 • Fax: 271-2867 TDD Access: Relay NH 1-800-735-2964

His Excellency, Governor Christopher T. Sununu  
and The Honorable Council

Page 2 of 2

Department determined that it could offer grants to fifteen of the fifteen applicants. See attachment A for the project rankings.

These entities will use the grant funds to assist to establish an Asset Management Plan/Program for the towns' drinking water system.

These agreements have been approved by the Attorney General's Office as to form, substance and execution.

We respectfully request your approval.

  
\_\_\_\_\_  
Robert R. Scott, Commissioner


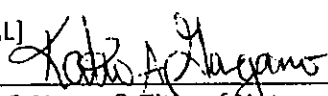
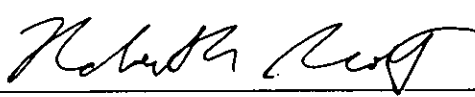
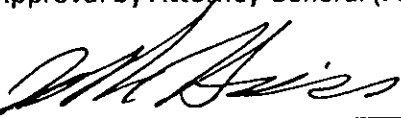
Subject: City of Franklin, NH

## GRANT AGREEMENT

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

### GENERAL PROVISIONS

#### 1. Identification.

<b>1.1 State Agency Name</b> NH Department of Environmental Services		<b>1.2 State Agency Address</b> 29 Hazen Drive, Concord, NH 03301	
<b>1.3 Grantee Name</b> City of Franklin, NH- Water Department		<b>1.4 Grantee Address</b> 43 West Bow Street, Franklin, NH 03235	
<b>1.5 Effective Date</b> Upon Governor & Council's Approval	<b>1.6 Completion Date</b> May 31, 2021	<b>1.7 Audit Date</b> N/A	<b>1.8 Grant Limitation</b> \$20,000
<b>1.9 Grant Officer for State Agency</b> Luis Adorno, Environmental Program Manager NH Department of Environmental Services		<b>1.10 State Agency. Telephone Number</b> 603-271-2472	
<b>1.11 Grantee Signature</b> 		<b>1.12 Name &amp; Title of Grantee Signor</b>  Judie Milner, City Manager	
<b>1.13 Acknowledgment:</b> State of New Hampshire, County of Merrimack  On <u>4/14/2020</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b>  [SEAL] 		<b>KATIE A. GARGANO</b> NOTARY PUBLIC State of New Hampshire My Commission Expires November 6, 2024	
<b>1.13.2 Name &amp; Title of Notary Public or Justice of the Peace</b>  Kate A. Gargano, Notary Public			
<b>1.14 State Agency Signature(s)</b>  		<b>1.15 Name/Title of State Agency Signor(s)</b>  Robert R. Scott, Commissioner NH Department of Environmental Services	
<b>1.16 Approval by Attorney General (Form, Substance and Execution)</b>  By:  On: <u>5/18/2020</u>			
<b>1.17 Approval by the Governor and Executive Council</b>  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

Grantee Initials

Date

A handwritten signature in black ink is written over the 'Grantee Initials' and 'Date' labels. The signature appears to be 'G. H. H. D. O. J.' followed by a large, stylized flourish.

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 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 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 18.1 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

Date

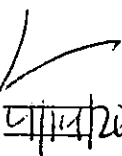
  
11/14/2024

EXHIBIT A  
SCOPE OF SERVICES

City of Franklin

The City of Franklin will use these funds for asset management and financial planning initiatives for the water system. Specifically, the following task(s), as described in the application submitted to NHDES, will be accomplished:

1. Purchase of Asset Management technology.

*Deliverable:* Submit copies of invoices and screenshots of the software and hardware.

2. Implementation and training of software.

*Deliverable:* Provide examples of training material.

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

EXHIBIT B  
BUDGET & PAYMENT METHOD

All services shall be performed to the satisfaction of the Department of Environmental Services before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of associated invoices. Grant award is a 100% match grant for up \$20,000. If invoice is less than initial estimate only the amount on the invoice will be paid.

Task Number/Description	Asset Management Grant
Task 1: Purchasing of software and hardware	\$5,000
Task 2: Implementation of Software and hardware	\$15,000
<b>TOTAL</b>	<b>\$20,000</b>

EXHIBIT C

Grantee Initials    JM     
Date    05/01/2020

SPECIAL PROVISIONS

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

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



**Certificate of Vote of Authorization**

**City of Franklin, City Manager's Office  
316 Central Street Franklin, New Hampshire 03235**

I, Katie Gargano, City Clerk of the City of Franklin, New Hampshire, do hereby certify that at the meeting of the Franklin City Council held on Monday April 6, 2020, the Franklin City Council voted to enter into a grant agreement with the New Hampshire Department Environmental Services to fund asset management and financial planning initiatives through a matching grant program for the Franklin Water Department.

The Franklin City Council further authorized Judie Milner, City Manager, to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as City Clerk

of the City of Franklin, New Hampshire the 14<sup>th</sup> day  
of April 2020.

Signature Katie Gargano  
Katie Gargano, City Clerk

STATE OF NEW HAMPSHIRE

County of Merrimack

On this 14<sup>th</sup> day of April, 2020, before me Audrey Lanzillo (Notary

Public) the undersigned Officer, personally appeared. Katie Gargano, who acknowledged herself to be the City Clerk of the City of Franklin, New Hampshire and being authorized so to do, execute the foregoing instrument for the purpose therein contained.

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

Notary Public Audrey Lanzillo My commission expires: June 21, 2022

Official Seal  
Audrey Lanzillo  
Notary Public - New Hampshire  
My Commission Expires  
June 21, 2022





## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<b>Participating Member:</b> City of Franklin 316 Central Street Franklin, NH 03235		<b>Member Number:</b> 175	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply If Not	
<input type="checkbox"/> <b>General Liability (Occurrence Form)</b> <input type="checkbox"/> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate	
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> Statutory Each Accident    \$2,000,000 Disease - Each Employee    \$2,000,000 Disease - Policy Limit	
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	
<b>Description:</b> Proof of Primex Member coverage only.				

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
State of NH, Department of Environmental Services 29 Hazen Drive P.O. Box 95 Concord, NH 03302			<b>By:</b> <i>Mary Beth Purcell</i>
			<b>Date:</b> 5/12/2020 mpurcell@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax



**Grant Agreement with the Plymouth Village Water and Sewer District  
Asset Management and Financial Planning Grant  
Amendment No. 1**

This Agreement (hereinafter called the Amendment) dated this 6th day of April, 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 Plymouth Village Water and Sewer District acting by and through Christopher C. Woods, Board Chair (hereinafter referred to as the Grantee).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on June 10, 2020, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

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

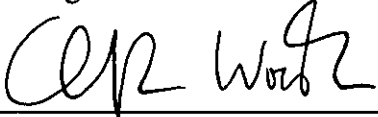
NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:  
  
(A) The Completion Date as set forth in sub-paragraph 1.6 of the Agreement shall be changed from May 31, 2021 to December 31, 2021.
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.

**Grant Agreement with the Plymouth Village Water and Sewer District  
Asset Management and Financial Planning Grant  
Amendment No. 1**

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

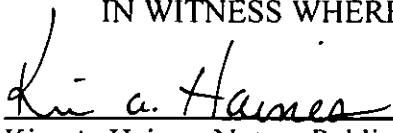
Plymouth Village Water and Sewer District

By   
Christopher C. Woods, Board Chair

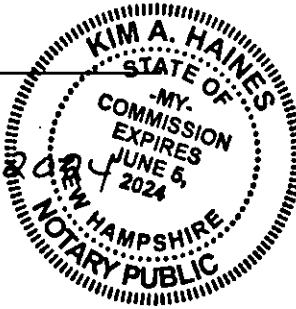
STATE OF NEW HAMPSHIRE  
COUNTY OF GRAFTON

On this the 6<sup>th</sup> day of April, before the undersigned officer, personally appeared Christopher C. Woods 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.

  
Kim A. Haines, Notary Public

My Commission Expires: June 5, 2024



THE STATE OF NEW HAMPSHIRE  
Department of Environmental Services

By:   
Robert R. Scott, Commissioner

Approved by Attorney General this 1<sup>st</sup> day of June 2021, as to form, substance and execution.

OFFICE OF ATTORNEY GENERAL



**Certificate of Vote of Authorization**

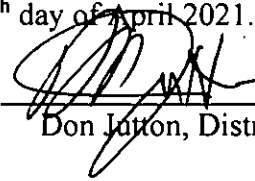
**Plymouth Village Water & Sewer District  
227 Old North Main Street  
Plymouth, NH 03264**

I, Don Jutton, District Administrator of the Plymouth Village Water & Sewer District, do hereby certify that at a special meeting held on April 06, 2021, the Board of Commissioners voted to enter into a grant agreement with the NH Department Environmental Services to fund asset management and financial planning initiatives through a matching grant program.

The Water System further authorized the Chris Woods, Chair Board of Commissioners to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set me hand as District Administrator of the Plymouth Village Water & Sewer District, the 6<sup>th</sup> day of April 2021.

Signature



Don Jutton, District Administrator

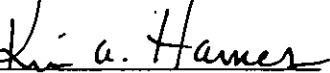
STATE OF NEW HAMPSHIRE

County of Grafton

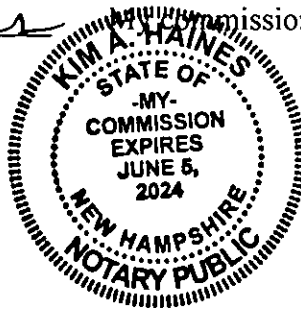
On this 6th day of April, 2021, before me Kim A. Haines, Notary Public, the undersigned Officer, personally appeared. Don Jutton, who acknowledged himself to be the District Administrator of Plymouth Village Water & Sewer District, being authorized so to do, execute the foregoing instrument for the purpose therein contained.

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

Notary Public



My commission expires: June 05, 2024



**CERTIFICATE OF COVERAGE**

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<b>Participating Member:</b> Plymouth Village Water & Sewer District 227 Old North Main Street Plymouth, NH 03264-1624	<b>Member Number:</b> 559	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/>	<b>General Liability (Occurrence Form)</b>	1/1/2021	1/1/2022	Each Occurrence	\$ 5,000,000
	<b>Professional Liability (describe)</b>			General Aggregate	\$ 5,000,000
	<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
<input checked="" type="checkbox"/>	<b>Automobile Liability</b> Deductible Comp and Coll: \$1,000  <input type="checkbox"/> Any auto	1/1/2021	1/1/2022	Combined Single Limit (Each Accident)	\$5,000,000
				Aggregate	\$5,000,000
<input checked="" type="checkbox"/>	<b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> Statutory	
				Each Accident	\$2,000,000
				Disease - Each Employee	\$2,000,000
				Disease - Policy Limit	
<input checked="" type="checkbox"/>	<b>Property (Special Risk includes Fire and Theft)</b>	1/1/2021	1/1/2022	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000

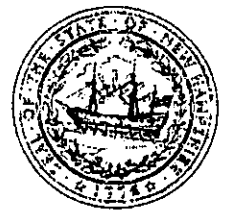
**Description:** Proof of Primex Member coverage only.

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
			<b>By:</b> <i>Mary Beth Purcell</i>
			<b>Date:</b> 3/29/2021 mpurcell@nhprimex.org
State of New Hampshire Department of Environmental Services 29 Hazen Drive, PO Box 95 Concord, NH 03302-0095			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax





The State of New Hampshire  
**Department of Environmental Services**



Robert R. Scott, Commissioner

May 5, 2020

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

**APPROVED G & C**

DATE 17 June 2020

ITEM # 76

REQUESTED ACTION

Authorize the Department of Environmental Services to award Asset Management grants to the following entities totaling \$112,000 to improve public water system management, effective upon Governor and Council approval through May 31, 2021. 100% Federal Funds.

h#s

205233  
205634

205236

Vendor Name	Location	Vendor #	Grant Amount
City of Somersworth	Somersworth, NH	177476-B001	\$20,000
Village District of Eastman	Grantham, NH	155471-B001	\$20,000
City of Franklin	Franklin, NH	177390-B002	\$20,000
Waterville Valley Water Department	Waterville Valley, NH	154573-B001	\$20,000
Sunapee Hills Assoc. dba Chalk Pond Water Company	Newbury, NH	156910-B001	\$12,000
Plymouth Village Water and Sewer District	Plymouth, NH	159943-B001	\$20,000

Funding is available in the account as follows.

03-44-44-441018-4718-072-500574

Dept. Environmental Services, DWSRF Administration, Grants Federal

FY 2020  
\$112,000

EXPLANATION

The Department of Environmental Services issued a request for proposals for 2019/2020 Asset Management and Financial Planning Grants. These grants are funded by set-asides under the Drinking Water State Revolving Loan Fund. They can be used to develop and implement asset management plans for public water systems. Fifteen proposals were received, then evaluated and ranked based on criteria included in the request for proposals, such as whether the project completes a condition assessment on all assets, that a financial plan is developed and addresses investment priorities, and that the plan is communicated to customers and decision-makers. Based on the available federal funding, the

www.des.nh.gov

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095  
 (603) 271-3503 • Fax: 271-2867 TDD Access: Relay NH 1-800-735-2964

His Excellency, Governor Christopher T. Sununu  
and The Honorable Council

Page 2 of 2

Department determined that it could offer grants to fifteen of the fifteen applicants. See attachment A for the project rankings.

These entities will use the grant funds to assist to establish an Asset Management Plan/Program for the towns' drinking water system.

These agreements have been approved by the Attorney General's Office as to form, substance and execution.

We respectfully request your approval.

  
\_\_\_\_\_  
Robert R. Scott, Commissioner

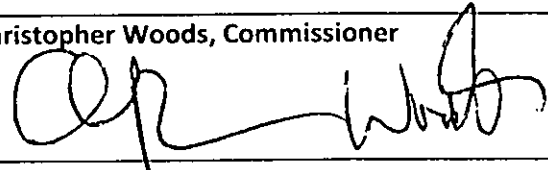
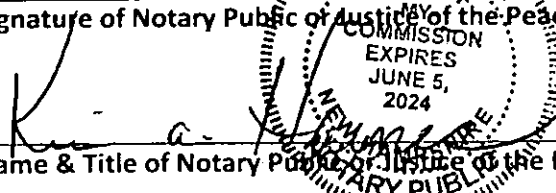
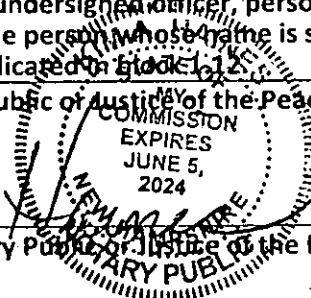
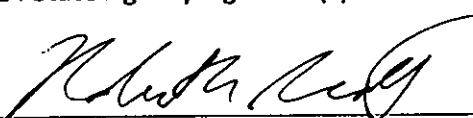
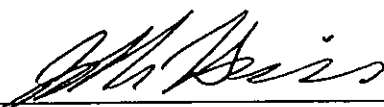
**Subject: Plymouth Village Water and Sewer District**

**GRANT AGREEMENT**

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

**GENERAL PROVISIONS**

**1. Identification.**

<b>1.1 State Agency Name</b> NH Department of Environmental Services		<b>1.2 State Agency Address</b> 29 Hazen Drive, Concord, NH 03301	
<b>1.3 Grantee Name</b> Plymouth Village Water and Sewer District		<b>1.4 Grantee Address</b> 227 Old North Main Street, Plymouth, NH 03264	
<b>1.5 Effective Date</b> Upon Governor & Council's Approval	<b>1.6 Completion Date</b> May 31, 2021	<b>1.7 Audit Date</b> N/A	<b>1.8 Grant Limitation</b> \$20,000
<b>1.9 Grant Officer for State Agency</b> Luis Adorno, Environmental Program Manager NH Department of Environmental Services		<b>1.10 State Agency. Telephone Number</b> 603-271-2472	
<b>1.11 Grantee Signature</b>		<b>1.12 Christopher Woods, Commissioner</b> 	
<b>1.13 Acknowledgment: State of <u>New Hampshire</u>, County of <u>Grafton</u></b>  On <u>4/21/20</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.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [SEAL]  			
<b>1.13.2 Name &amp; Title of Notary Public or Justice of the Peace</b> Kim A. Haines, Notary Public			
<b>1.14 State Agency Signature(s)</b> 		<b>1.15 Name/Title of State Agency Signor(s)</b> Robert R. Scott, Commissioner NH Department of Environmental Services	
<b>1.16 Approval by Attorney General (Form, Substance and Execution)</b> By:  On: <u>5/12/2020</u>			
<b>1.17 Approval by the Governor and Executive Council</b> 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

Grantee Initials CEW  
Date 07/21/20

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 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 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 18.1 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 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 BCW  
Date \_\_\_\_\_

4/21/20

EXHIBIT A  
SCOPE OF SERVICES

Plymouth Village Water and Sewer District

The Plymouth Village Water and Sewer District will use these funds for asset management and financial planning initiatives for the water system. Specifically, the following task(s), as described in the application submitted to NHDES, will be accomplished:

1. Update inventory of water assets and refine the existing GIS database and mapping of the water services.

*Deliverable:* Submit updated GIS database file including asset attribute data, Revised asset inventory and condition assessment spreadsheet for water-service related assets.

2. Identify System Deficiency/Required Improvements. The level of service agreement will also be revised to incorporate water services.

*Deliverable:* Level of service workshop and level of service agreement spreadsheet. Business risk exposure analysis spreadsheet, Memo detailing capital improvement recommendations

3. CMMS integration of the water service assets. This includes inventory and other attribute.

*Deliverable:* Screenshots of PVWSD specific AGOL/Elements water service inspection forms.

4. Develop long-term funding plan.

*Deliverable:* Submit long-term funding plan to NHDES.

5. Prepare asset management plan. Develop brochure for distribution. Present asset management plan and provide training in asset management principles to District's Council.

*Deliverable:* Submit asset management plan and brochure to NHDES.

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

EXHIBIT B  
BUDGET & PAYMENT METHOD

All services shall be performed to the satisfaction of the Department of Environmental Services before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of associated invoices. Grant award is a 100% match grant for up \$20,000. If invoice is less than initial estimate only the amount on the invoice will be paid.

<b>Task Number/Description</b>	<b>Asset Management Grant</b>
Task 1: Asset Inventory, mapping and condition assessment water services infrastructure	\$5,000
Task 2: Level of Service	\$3,500
Task 3: CMMS Integration	\$7,500
Task 4: Financial Planning	\$2,000
Task 5: Plan Presentation, Implementation, Communication and Training	\$2,000
<b>TOTAL</b>	<b>\$20,000</b>

EXHIBIT C  
SPECIAL PROVISIONS

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

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

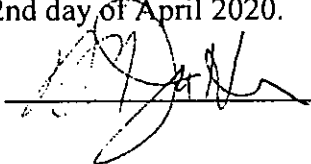
**Certificate of Vote of Authorization**

**Plymouth Village Water & Sewer District  
227 Old North Main Street, Plymouth, NH 03264**

I, Don Jutton, District Administrator of the Plymouth Village Water & Sewer District do hereby certify that at a special meeting held on April 21, 2020, the Board of Commissioners voted to enter into a grant agreement with the NH Department Environmental Services to fund asset management and financial planning initiatives through a matching grant program.

The Plymouth Village Water & Sewer District further authorized Christopher Woods to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set me hand as District Administrator of the Plymouth Village Water & Sewer District the 22nd day of April 2020.

Signature  \_\_\_\_\_

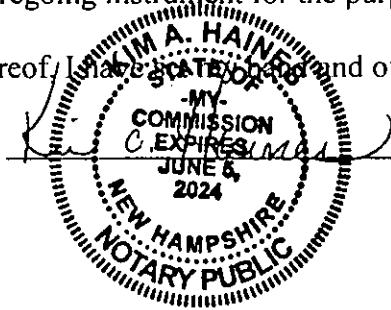
STATE OF NEW HAMPSHIRE

County of Grafton

On this 22nd day of April, 2020, before me Kim Haines, Notary Public, the undersigned Officer, personally appeared. Don Jutton, who acknowledged himself to be District Administrator of Plymouth Village Water & Sewer District, being authorized so to do, execute the foregoing instrument for the purpose therein contained.

In witness thereof, I have signed and official seal.

Notary Public



My commission expires: June 05, 2024





## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<b>Participating Member:</b> Plymouth Village Water & Sewer District 227 Old North Main Street Plymouth, NH 03264-1624		<b>Member Number:</b> 559	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not		
<input checked="" type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2020	1/1/2021	Each Occurrence	\$ 5,000,000	
			General Aggregate	\$ 5,000,000	
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input type="checkbox"/> Automobile Liability Deductible    Comp and Coll: \$1,000  <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)		
			Aggregate		
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> Statutory		
			Each Accident	\$2,000,000	
			Disease - Each Employee	\$2,000,000	
			Disease - Policy Limit		
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)		
Description: Proof of Primex Member coverage only.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>		
			By: <i>Mary Beth Purcell</i>		
			Date: 3/18/2020    mpurcell@nhprimex.org		
State of NH, Department of Environmental Services 29 Hazen Drive P.O. Box 95 Concord, NH 03302			Please direct inquires to: Primex <sup>3</sup> Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax		