



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

Robert R. Scott, Commissioner

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March 28, 2025

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

**REQUESTED ACTION**

Authorize the Department of Environmental Services to award Asset Management Grants to the Town of Newport, NH (VC# 177450-B001) totaling \$20,000 to improve public water system management, effective upon Governor and Council approval through June 30, 2027. 100% Federal Funds.

Funding is available in the following account:

03-44-44-441018-5564-072-500574

Dept. Environmental Services, DWSRF BIL Administration, Grants- Federal

FY 2025  
\$20,000

**EXPLANATION**

During the fall of 2024, the Department of Environmental Services issued a solicitation for applications for Water System Sustainability Grants to community water systems serving a population greater than 150 people. Eleven (11) applications were received, evaluated, and ranked based on criteria included in the solicitation, such as whether the project improves operational efficiency and technical, managerial and financial capacity. Out of the eleven project proposals, eight (8) were selected to be funded. See attachment A for the application rankings and list of reviewers.

The Town of Newport will use the funds to update and improve the existing asset management program for their water system. Asset management aids in proactive management of water system assets to help reduce operating risks and address infrastructure challenges, provides a data-driven, defensible way to budget and prioritize projects and resources, and can improve transitions in staff and leadership.

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

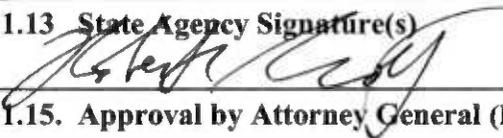
We respectfully request your approval of this item.

  
Robert R. Scott  
Commissioner

GRANT AGREEMENT

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

1. Identification and Definitions.

<b>1.1. State Agency Name</b> NH Hampshire Department of Environmental Services		<b>1.2. State Agency Address</b> 29 Hazen Dr, Concord, NH 03302	
<b>1.3. Grantee Name</b> Town of Newport		<b>1.4. Grantee Address</b> 15 Sunapee Street, Newport, NH 03773	
<b>1.5. Grantee Phone #</b> 603-863-1360	<b>1.6. Account Number</b> 03-44-44-441018-5564-072-500574	<b>1.7. Completion Date</b> June 30, 2027	<b>1.8. Grant Limitation</b> \$20,000
<b>1.9. Grant Officer for State Agency</b> Kaitlin Curtis		<b>1.10. State Agency Telephone Number</b> 603-271-2472	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Grantee Signature 1</b> 		<b>1.12. Name &amp; Title of Grantee Signor 1</b> Kyle Harris, Town Manager	
<b>Grantee Signature 2</b>		<b>Name &amp; Title of Grantee Signor 2</b>	
<b>Grantee Signature 3</b>		<b>Name &amp; Title of Grantee Signor 3</b>	
<b>1.13. State Agency Signature(s)</b> 		<b>1.14. Name &amp; Title of State Agency Signor(s)</b> Robert R. Scott, Commissioner, NHDES	
<b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>			
By:  Keely Lovato		Assistant Attorney General, On: 4 / 4 / 2025	
<b>1.16. Approval by Governor and Council (if applicable)</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"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

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3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 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 of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

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- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
  15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
  16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
  17. **INSURANCE.**
    - 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
      - 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
      - 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
    - 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
  18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
  19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
  20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
  21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
  22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
  23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
  24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

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**EXHIBIT A**  
**SPECIAL PROVISIONS**

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

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:**

As required by 2 CFR 200.216, subrecipients, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, Subrecipients, and borrowers also may not use federal funds to purchase:

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

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

- a. Obligating or expending funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:

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- (1) Procure or obtain, extend or renew a contract to procure or obtain;
- (2) Enter into a contract (or extend or renew a contract) to procure; or
- (3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list which can be found at <https://www.sam.gov/SAM/pages/public/index.jsf>

## **EXHIBIT B** **SCOPE OF SERVICES**

The Town of Newport will use the Asset Management Grant to conduct a comprehensive rate study for the drinking water system with the goal of implementing a rate structure that is more reflective of actual usage and system demands. Specifically, the following task(s) will be accomplished:

### **Task 1: Vertical and Horizontal Asset Inventory and Condition Assessment Update**

Update the vertical (including but not limited to storage tanks, pump houses, hydrants, etc.) and horizontal (including but not limited to water mains, water service lines, valves, etc.) infrastructure asset inventories. Essential information like age, condition, useful remaining life, replacement costs and mapping of assets will also be included in the update.

*Deliverable:* Submit complete asset inventory and condition assessment to NHDES. GIS shapefiles shall be submitted for any mapped assets.

### **Task 2: Prioritization/Criticality Evaluation of Assets**

Assess criticality by determining the consequence of failure and likelihood of failure for each asset to prioritize assets for maintenance or replacement.

*Deliverable:* Submit criticality assessment scores for the asset inventory and a list of prioritized assets with planning-level mitigation costs to NHDES.

### **Task 3: Usage and Revenue Analysis**

Analyze water consumption patterns to identify trends and peak demands. Evaluate current revenue generation from the existing rate structure to identify imbalances and trends in water usage and assess financial sustainability.

*Deliverable:* Submit results of the analysis to NHDES.

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**Task 4: Cost-of-Service Analysis and Funding Strategy**

Conduct a cost-of-service analysis to evaluate the full cost of operating and maintaining the water system. Compare the cost-of-service analysis with the usage and revenue analysis to identify any shortfalls or surpluses in comparison to operational and capital costs. Develop a capital improvement plan using planning level replacement cost for existing assets and a funding strategy for any needed improvements identified over at least the next 10 years.

*Deliverable:* Submit a copy of the cost-of-service analysis, capital improvement plan and the long-term funding strategy to NHDES.

**Task 5: Rate Structure Development**

Perform a water rate study. Develop several rate structure options that reflect the true cost of service, with consideration for alternative rate models (e.g. tiered, seasonal, and/or conservation-based rate structures), the financial impact of each option (e.g. revenue generation, potential customer impacts) and affordability.

*Deliverable:* Submit a copy of the water rate study report and recommendations to NHDES.

**Task 6: Stakeholder Engagement and Public Outreach**

Develop and implement a communication plan to educate stakeholders including residents, business owners and leadership on the asset management program and rate study recommendations. This may include public meetings, informational materials and online resources that will effectively reach stakeholders. Present the asset management program and proposed rate structure options to the appropriate governing body for review and feedback.

*Deliverable:* Submit a copy of the communication plan to NHDES.

**Task 7: Final Report and Implementation Plan**

Deliver a final report summarizing the work completed in each task. Provide an implementation plan for transitioning to the new rate structure, including a timeline and strategies to minimize disruption to customers. Include guidelines for future rate adjustments, ensuring the rate structure remains sustainable and adaptable over time. The final report and recommendations will be presented to the appropriate governing body for approval.

*Deliverable:* Submit a draft and a final version of the asset management program report to NHDES.

**Additional Scope of Services Requirements:**

- **Kick-off meeting:** A kick-off meeting shall be held with the consultant, grantee and New Hampshire Department of Environmental Services (NHDES) in attendance. It is required that stakeholders, including operators and leadership, attend the kick-off meeting.

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- **Wrap-up meeting:** A wrap-up meeting shall be held with the consultant, system operators and leadership and NHDES in attendance. Draft deliverables must be made available to NHDES at least 30 days prior to the scheduled wrap-up meeting.
- **NHDES Involvement:** NHDES must be notified in advance of any meetings and trainings related to the project and may attend as time allows. The following meetings require invitations to NHDES:
  - Kick-off meeting.
  - Level of Service workshop.
  - A minimum of one training session.
  - Wrap-up meeting.
- **Status Updates:** Quarterly progress report forms must be completed and submitted to NHDES every three months, beginning with the first full 3 month quarter after grant approval from the Governor and Executive Council. NHDES may request more frequent updates or schedule periodic virtual check-in meetings with the grantee and/or consultant as needed.
- **Deliverables:** Draft deliverables must be made available to the grantee and NHDES at least **30 days prior to the scheduled wrap-up meeting.**

Changes to the Scope of Services require NHDES approval in advance.

**EXHIBIT C**  
**BUDGET & PAYMENT METHOD**

All services shall be performed to the satisfaction of the NHDES before payment is made. Reimbursement requests for program costs shall be made no more than once per calendar month by the grantee using the reimbursement form as supplied by the NHDES, which shall be completed and signed by the grantee. The reimbursement form shall be accompanied by associated invoices and documentation that the match requirement was met. **Grant award is a 50% match grant not to exceed \$20,000. If invoice is less than the initial estimate, only the amount on the invoice will be paid.**

Payments shall be made upon receipt and approval of deliverables and receipt of associated invoices, per the requirements below:

- Up to 75% can be disbursed before NHDES will require the submission of draft deliverables to both the community and NHDES to review.
- The remaining 25% will be disbursed upon completion of all final deliverables.

All work must be completed prior to the completion date in this grant agreement (section 1.7) to be eligible for reimbursement. Requests for payment along with required proof of work must be submitted no later than 90 days after the completion date or the grant will be closed out and funds will no longer be available.

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Town of Newport  
15 Sunapee Street  
Newport, NH 03773

CERTIFICATE OF VOTE

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I, James C. Burroughs, do hereby certify that:

1. I am the Chairman of the Town of Newport, Board of Selectmen.
2. At a meeting held on March 3, 2025, the Board of Selectmen voted to accept funds and enter into a Grant Agreement with the **State of New Hampshire Department of Environmental Services** for a water system improvement project.
3. The Board of Selectmen further authorized Town Manager, Kyle M. Harris, to execute any documents necessary to effectuate this Grant Agreement.
4. This authority has not been revoked, superseded, or amended as of the date of this certification.

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman of the Town of Newport Board of Selectmen on March 3, 2025.

Signature:   
Date: 3/5/25

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## 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> Town of Newport 15 Sunapee Street Newport, NH 03773		<b>Member Number:</b> 256	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> PO Box 23 Hooksett, NH 03106-9716		
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> <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2024	7/1/2025	Each Occurrence	\$ 2,000,000	
			General Aggregate	\$ 10,000,000	
			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	7/1/2024	7/1/2025	Combined Single Limit (Each Accident)	\$ 2,000,000	
			Aggregate	\$ 10,000,000	
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2025	1/1/2026	<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>	7/1/2024	7/1/2025	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000	
<b>Description:</b> Proof of Primex Member coverage only. Pollution and hazardous waste related liabilities, expenses and claims are excluded from coverage in the coverage document.					

<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: 2/21/2025    mpurcell@nhprimex.org  Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax
State of NH, Department of Environmental Services 29 Hazen Drive, P.O. Box 95 Concord, NH 03302-0095			

**Attachment A**  
**2024 Water System Sustainability Grant Program**  
**Drinking Water (DW) Asset Management Grant**  
**Applications and Ranking**

**New DW Asset Management Programs**

PWS ID	Applicant	Amount Awarded/ Requested	Score
1921010	Town of Plainfield	\$ 29,025	80
0351010	Town of Canaan	\$ 29,900	71
: : : : : PROJECTS CURRENTLY ELIGIBLE FOR FUNDING LISTED ABOVE THIS LINE : : : : :			
1131010	Hill Water Works	\$ 30,000	0

**DW Asset Management Program Improvements**

PWS ID	Applicant	Amount Awarded/ Requested	Score
1181020	Hooksett Village Water Precinct	\$ 15,000	65
0201010	Belmont Water and Sewer Commission	\$ 20,000	62
1481010	Town of Marlborough	\$ 20,000	50
1741010	Town of Newport	\$ 20,000	50
0381010	Town of Carroll	\$ 20,000	47
0101010	Town of Ashland	\$ 19,500	43
: : : : : PROJECTS CURRENTLY ELIGIBLE FOR FUNDING LISTED ABOVE THIS LINE : : : : :			
1531010	Merrimack Village District	\$ 20,000	23
1731010	Newmarket Water Works	\$ 20,000	19

**Grant Reviewer List**

Name	Department	Bureau	Title	Experience
Johnna McKenna	NHDES	Drinking Water & Groundwater Bureau	Sustainability and Finance Administrator	28 years with NHDES
Michael Unger	NHDES	Drinking Water & Groundwater Bureau	Sanitary Engineer	Six years with NHDES
Kaitlin Curtis	NHDES	Drinking Water & Groundwater Bureau	Administrator II	10 years with NHDES
Mathew Deterling	NHDES	Drinking Water & Groundwater Bureau	Environmentalist III	Two and a half years with NHDES