The State of New Hampshire MAY 18'21 PM 3:03 RCV

Department of Environmental Services

Robert R. Scott, Commissioner

97

April 27, 2021

His Excellency, Governor Christopher T. Sununu
and The Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Environmental Services to award a Local Source Water Protection grant to the Nashua Regional Planning Commission (VC # 154661 B001) in the amount of $9,193 to complete a project to protect public drinking water supplies, effective upon Commissioner approval through May 31, 2022. 100% Federal Funds.

Funding is available in the following account:

	FY2021
03-44-44-441018-4718-072-500574 Dept. Environmental Services, DWSRF Administration, Grants- Federal	$9,193

EXPLANATION

The Department of Environmental Services issued a request for proposals for 2021 Local Source Water Protection Grants. These grants are funded by set-asides under the Drinking Water State Revolving Loan Fund. Thirteen proposals were received. The proposals were evaluated and ranked based on criteria included in the request for proposals, such as whether the project fulfills a component of a source water protection program, that the proposed project addresses appropriate threats, and that the project will deliver a valuable and useful product. Based on eligibility and the available loan management fee funding, the Department determined that it could offer grants to four source protection planning projects and five source security projects. See Attachment A for the full list of grants awarded and list of reviewers.

Nashua Regional Planning Commission will use the source water protection grant funds to update and complete a new Merrimack River Corridor Management Plan with a focus on drinking water source protection, consistent with RSA 483:10 and NHDES guidance.

This agreement has been approved as to form, substance, and execution by the Office of the Attorney General. In the event that the federal funds are no longer available, General funds will not be requested to support this program. This grant award, while less than $10,000 threshold, requires G&C approval as the Nashua Regional Planning Commission has already received funds in excess of the threshold for this fiscal year.

We respectfully request your approval of this item.

Robert R. Scott, Commissioner

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

Subject: Nashua Regional Planning Commission

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATIONS

1.1 State Agency Name NH Department of Environmental Services		**1.2 State Agency Address** 29 Hazen Drive, Concord, NH 03302-0095	
1.3 Grantee Name: Nashua Regional Planning Commission		**1.4 Grantee Address** 30 Temple Street Suite 31, Nashua, NH 03060	
1.5 Effective Date Upon G&C Approval	**1.6 Completion Date** May 31, 2022	**1.7 Audit Date** N/A	**1.8 Grant Limitation** $9,193
1.9 Grant Officer for State Agency Bess Morrison, NH Department of Environmental Services		**1.10 State Agency Telephone Number** (603) 271- 2950	
1.11 Grantee Signature		**1.12 Name & Title of Grantee Signor** Jay Minkarah, Executive Director	

1.13 Acknowledgment: State of Hillsborough **, County of** New Hampshire

On 4/8/2021 before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

(Seal)

1.13.2 Name & Title of Notary Public or Justice of the Peace

KATHRYN R. LAFOND, Notary Public
My Commission Expires December 19, 2023

1.14 State Agency Signature(s)

1.15 Name/Title of State Agency Signor(s)

Robert R. Scott
NH Department of Environmental Services

1.16 Approval by Attorney General's Office (Form, Substance and Execution)

By: **Attorney, On:** 5/10/2021

1.17 Approval by the Governor and Council

By: **On:** / /

Contractor Initials JM
Date 4/8/21

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

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

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

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

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

10. **CONDITIONAL NATURE OF AGREEMENT.**

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

11. **EVENT OF DEFAULT; REMEDIES.**

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

11.1.1 failure to perform the Project satisfactorily or on schedule; or

11.1.2 failure to submit any report required hereunder; or

11.1.3 failure to maintain, or permit access to, the records required hereunder; or

11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

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

11.2.1 give the Grantee a written notice specifying the Event of

Contractor Initials
Date 4/8/21

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 or employee of the Grantee and no representative, officer of employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement, the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker'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 subgranteed 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, 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 worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $2,000,000 for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation of modification of the policy earlier than ten (10) days after written notice 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.

Contractor Initials
Date 4/8/21

EXHIBIT A
SCOPE OF WORK

Nashua Regional Planning Commission:

The Nashua Regional Planning Commission (NRPC) will use New Hampshire Department of Environmental Services (NHDES) grant funds to update and complete a new Merrimack River Corridor Management Plan with a focus on drinking water source protection, consistent with RSA 483:10 and NHDES guidance. The plan will identify specific improvements, policy changes and actions with input from the Lower Merrimack River Local Advisory Committee (LMRLAC) to determine actions that can be implemented in coming years to improve water quality, protect drinking water, wildlife habitat and the overall health of the river. The geographic area of the plan will encompass the 1,320 foot buffer from the Merrimack River within Merrimack and Litchfield. Work completed under this grant will result in material suitable for inclusion in the plan.

Specifically, the following tasks, as described in the application submitted to NHDES, will be accomplished:

TASK 1: Review Priority Management Issues, Goals and Objectives.

Goals, objectives and priorities based on the previous plan and new management concerns will be developed in concert with the Lower Merrimack River Local Advisory Committee. A review of the last plan (2008) will be completed and considered to determine current goals. Other efforts to protect source water in the corridor, including land conservation plans, spill response plans or watershed plans, will be discussed in terms coordinating other plans with the updated corridor plan's goals, objectives or priorities. A final narrative report regarding goals, objectives and priorities will be completed and incorporated into the final plan and consider upstream partnership opportunities and potential impacts on downstream drinking water resources in Massachusetts.

Deliverables: A narrative will be drafted for inclusion the plan to support goals, objectives and priorities identified through the process of completing the update to the plan and work with plan stakeholders.

TASK 2: Corridor Resources Section Update

As described in the grant application, the plan update will include updates to mapping and statistics regarding natural resource summaries (surface water, soils, geology, aquifers, etc.), land use and land cover statistics and change since the last plan was published, detail regarding large volumes of substances that present a risk to drinking water, improving spill notification to public water systems loss of prime farmland and current priority conservation lands to protect water quality. Public water systems operating in the corridor, the population served, contributing source protection areas and water quality challenges will be discussed in the update.

Deliverable: A final draft of this section of the plan will be provided for NHDES for review and comment prior to finalizing.

TASK 3: Corridor Assessment Section Update

A review and assessment of current federal (including MS4 regulatory changes), state and local regulatory protections will be completed to support improvements to local regulatory protections, including closing important regulatory gaps to preserve water quality and protect the use of the Merrimack River as a source of drinking water. In addition, a watershed audit, similar to the audit produced in the previous plan will be completed by local officials in the towns with the project's scope of work.

Grantee Initials JM
Date 04/8/21

Deliverables: A summary of land use statistics including land use change statistics since 2008 will be completed along with a narrative, tabular results and findings from a Watershed Audit that supports regulatory assessments and recommendations to better protect the Merrimack River.

TASK 4: Recommended Actions Section Update

Informed by a review of the existing plan, and using the updated work completed under Tasks 1 through 3, actionable recommendations will be drafted for the plan that support local regulatory changes that close gaps, target land conservation, prevent contamination, and improve stormwater management that clearly protect the river and resources in the corridor.

Deliverables: An updated list of recommended actions that clearly flow from and that are supported by the data and assessments completed under this grant in the previous tasks.

TASK 5: Coordinate LMRLAC Steering Committee Meetings

The LMRLAC Steering Committee and other relevant community officials will be engaged in a defined process to review, comment and assist with the development and completion of the plan. A community engagement process will include quarterly meetings with stakeholders, presentations of data summaries and assessments as well as draft sections of the plan for review at key milestones defined as part of that process. A summary of the engagement process will be forwarded to NHDES for review in advance of completing this task.

Deliverables: The plan will reflect a community engagement process including the types of engagement, presentations of draft plan materials, meeting minutes and summary comments from stakeholders.

TASK 6: Final Plan Review by NHDES

A draft of the final plan will be forwarded to NHDES for final review and comment. A final copy will be provided to the Local Source Water Protection Grant Program Manager and the New Hampshire Rivers Coordinator to ensure it meets all statutory requirements. Comments from NHDES will be addressed in the final plan, including redacting any security sensitive data in a version that may be released to the public.

Deliverables: NHDES will be provided a copy of the final, ADA-compliant, Plan.

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 three (3) month quarter after grant approval from Governor & 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 the associated invoice. **If the invoice is less than the initial estimate, only the amount on the invoice will be paid.** Payments shall be made in accordance with the following schedule, based upon completion of specific tasks:

Grantee Initials DM
Date 4/8/21

Task Number/Description	Source Water Protection Grant
Task 1: **Review Priority Management Issues, Goals and Objectives.**	$445.00
Task 2: **Corridor Resources Section Update**	$3,257.50
Task 3: **Corridor Assessment Section Update**	$1,513.50
Task 4: **Recommended Actions Section Update**	$705.00
Task 5: **Coordinate LMRLAC Steering Committee Meetings**	$1,321.00
Task 6: **Final Plan Review by NHDES**	$1,951.00
TOTAL	**$9,193.00**

EXHIBIT C
SPECIAL PROVISIONS

Subparagraph 1.7 of the General Provisions shall not apply to this Agreement. The comprehensive public liability insurance against all claims of bodily injuries, death, or property damage under Subparagraph 17.1.2 of the General Provisions shall be reduced from $2,000,000 to $1,000,000 for bodily injury or death in any one incident. A reduction from the State's standard liability coverage is warranted in light of the minimal risk associated with the activities required under this contract.

Changes to the Scope of Work or reallocation of grant funds require NHDES approval in advance.

Work must be completed by the completion date listed on the grant agreement (section 1.6). 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.

If a deadline extension is requested, the grantee must make that request for approval at least two months before the completion date. Failure to do so may result in lower rankings of future grant applications.

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.

Grantee Initials DM
Date 4/8/21

CERTIFICATE OF VOTE

I, **James Battis**, **Vice Chair** of the **Nashua Regional Planning Commission,** do hereby certify that at a meeting held on **June 17, 2020:**

1. I am the duly elected and acting **Vice Chair** of the **Nashua Regional Planning Commission**, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53);
2. The **Nashua Regional Planning Commission** authorized the Executive Director, **Jay Minkarah**, to sign and execute any grant agreements and contracts for the NRPC;
3. This authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
4. The following person has been appointed to, and now occupies, the office indicated under item 2 above: **Jay Minkarah, Executive Director**

IN WITNESS WHEREOF, I have hereunto set my hand as the **Vice Chair** of the **Nashua Regional Planning Commission** on this 8th day of April, 2021.

James Battis, Vice Chair
(name, position)

STATE OF NEW HAMPSHIRE
County of Hillsborough

On this 8 day of APRIL, 2021, before me Kathryn Lafond the undersigned officer, personally appeared, James Battis, who acknowledged him/herself to be the Treasurer of the Nashua Regional Planning Commission, and that he/she, as such Treasurer, being so authorized to do so, executed the foregoing instrument for the purpose therein contained.

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

Notary Public, Justice of the Peace
(Official Seal)

KATHRYN R. LAFOND, Notary Public
My Commission Expires December 19, 2023

My Commission Expires

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) 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, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ 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 Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ 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 Primex³. 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.

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Nashua Regional Planning Commission 9 Executive Park Drive Suite 201 Merrimack, NH 03054	519	NH Public Risk Management Exchange - Primex³ 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	
☐ **General Liability** (Occurrence Form) ☐ **Professional Liability (describe)** ☐ Claims Made ☐ Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
☐ **Automobile Liability** Deductible Comp and Coll: ☐ Any auto			Combined Single Limit (Each Accident) Aggregate	
X **Workers' Compensation & Employers' Liability**	7/1/2020	7/1/2021	X Statutory	
			Each Accident	$2,000,000
			Disease – Each Employee	$2,000,000
			Disease – Policy Limit	
☐ **Property** (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	☐ Additional Covered Party	☐ Loss Payee	Primex³ – NH Public Risk Management Exchange
Department of Environmental Services P.O. Box 95 29 Hazen Dr Concord, NH 03302-0095			By: Mary Beth Purcell Date: 4/1/2021 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

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Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ 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 Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ 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.

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Participating Member:	*Member Number:*	*Company Affording Coverage:*
Nashua Regional Planning Commission 9 Executive Park Drive Suite 201 Merrimack, NH 03054	519	NH Public Risk Management Exchange - Primex³ 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	
X	**General Liability** (Occurrence Form)	7/1/2020	7/1/2021	Each Occurrence	$ 1,000,000
	Professional Liability (describe)			General Aggregate	$ 2,000,000
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll:			Combined Single Limit (Each Accident)	
	Any auto			Aggregate	
	Workers' Compensation & Employers' Liability			Statutory	
				Each Accident	
				Disease – Each Employee	
				Disease – Policy Limit	
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Grant. The certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered. Pollution and hazardous waste related liabilities, expenses and claims are excluded from coverage in the coverage document.

CERTIFICATE HOLDER:	X	Additional Covered Party		Loss Payee	Primex³ – NH Public Risk Management Exchange
State of NH Department of Environmental Services 29 Hazen Dr Concord, NH 03302					By: *Mary Beth Purcell* Date: 4/1/2021 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

Attachment A
2021 Local Source Water Protection Grant Rankings

Grant Reviewer List

Name	Department	Bureau	Title	Justification (Experience)
Paul Susca	NHDES	Drinking Water & Groundwater Bureau	Administrator III	Source Water Protection Program Manager (15 years)
Pierce Rigrod	NHDES	Drinking Water & Groundwater Bureau	Supervisor VII	Grant Project Management (15 years)
Bess Morrison	NHDES	Drinking Water & Groundwater Bureau	Program Specialist III	Grant Project Management (1 year)

Applications and Status

Source Protection Planning Projects

Grant Applicant	Project Location	Grant Amount	Notes
City of Claremont	Claremont	$3,500	
Nashua Regional Planning Commission	Litchfield, Merrimack	$9,193	
Southern NH Regional Planning Commission – Town of Chester	Chester	$16,023	
Strafford Regional Planning Commission	Milton, Rollinsford	$19,000	
City of Lebanon	Lebanon	$20,000	*Ineligible*
Nashua Regional Planning Commission	Souhegan River Corridor	$19,500	*Ineligible*
Saco Headwaters Alliance	Conway, Bartlett	$20,000	*Ineligible*

Source Security Projects

Grant Applicant	Project Location	Grant Amount	Notes
City of Keene	Keene	$8,500	
Emerald Lake Village District	Hillsborough	$9,952	
Emerald Lake Village District	Hillsborough	$11,462	
Town of Epping	Epping	$15,000	
Town of Jaffrey	Jaffrey	$3,600	