



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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February 28, 2022

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 Strafford Regional Planning Commission (VC # 155570 B001) in the amount of \$23,320 to complete a project to protect public drinking water supplies, effective upon Governor and Council approval through May 31, 2023. 100% Federal Funds.

Funding is available in the following account:

03-44-44-441018-4718-072-500575

Dept. Environmental Services, DWSRF Administration, Grants- Federal

FY2022

\$23,320

EXPLANATION

The Department of Environmental Services issued a request for proposals for 2022 Local Source Water Protection Grants. These grants are funded by set-asides under the Drinking Water State Revolving Loan Fund. Eighteen 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 ten source protection planning projects and three source security projects. See Attachment A for the full list of grants awarded and list of reviewers.

Strafford Regional Planning Commission will use the source water protection grant funds to work with their member communities to review, clarify and make improvements to local zoning codes that protect groundwater.

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

We respectfully request your approval of this item.

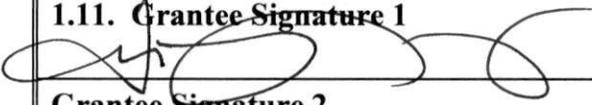


Robert R. Scott, Commissioner

GRANT AGREEMENT

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

1. Identification and Definitions.

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 Strafford Regional Planning Commission		1.4. Grantee Address 19 Wakefield St., Rochester, NH 03867	
1.5 Grantee Phone # (603) 994-3500 Ext. 100	1.6. Account Number 03-44-44-441018-4718-072	1.7. Completion Date May 31, 2023	1.8. Grant Limitation \$ 23,320
1.9. Grant Officer for State Agency Pierce Rigrod, NH Dept. of Environmental Services		1.10. State Agency Telephone Number (603) 271-0688	
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."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Jennifer Czysz, Executive Director	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Robert R. Scott, Commissioner, NHDES	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: 		Assistant Attorney General, On: 3/17/2022	
1.16. Approval by Governor and Council (if applicable)			
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 A (the scope of work being hereinafter referred to as "the Project").

jc
2/18/22

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 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. 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.
 - 8.3. DATA: RETENTION OF DATA: ACCESS. 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,
- 9.2. computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.3. 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.
- 9.4. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.5. 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.
- 9.6. 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. 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.
 - 12.2. 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 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.
 - 12.3. 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.
 - 12.4. 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

- 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.

EXHIBIT A
SPECIAL TERMS AND CONDITION

Strafford Regional Planning Commission (SRPC):

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 1.7). 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 jc
Date 2/18/22

Exhibit B
SCOPE OF WORK

The SRPC will use New Hampshire Department of Environmental Services (NHDES) grant funds to recommend language amendments to improve municipal groundwater protection zoning regulations in four communities (Rollinsford, Nottingham and two others to be determined) to clarify groundwater protection district boundaries, update citations to state statutes and administrative rule references, and make other changes that are consistent with model zoning guidance published by NHDES.

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

Task 1. Ordinance Audits and Finalize Commitments from Four Municipalities.

1a. Develop a groundwater zoning audit tool and use the document to perform an audit of local groundwater protection ordinances for all communities in the SRPC region that have groundwater ordinances: Rollinsford, Nottingham, Durham, Lee, Madbury, Middleton, Milton, New Durham, Newmarket, Northwood, and Wakefield. A review and update of the 2012 audits completed for Dover, Farmington, Rochester and Somersworth will be performed as necessary.

1b. Using the zoning ordinance audits, identify two additional communities whose zoning is most greatly in need of updates (e.g., does not agree with or contain basic groundwater protections).

1c. Reach out and share the results of the audit with identified community planning boards and/or municipal contacts (task 1b) and seek a commitment from two additional municipalities to work on zoning updates based on the audit findings.

Deliverables: Completed audits, contact communities and secure letters of commitment for the two additional Planning Boards to agree to work to update their local groundwater protection zoning.

Task 2. Draft Ordinance Amendments. Using the results of the audit, prepare amendments to the town's municipal groundwater and drinking water ordinances. Amendments to be considered will include, but not be limited to:

- Clarify zoning district boundary definitions to ensure consistency with Appendix H of the NHDES Groundwater Protection Model Ordinance,
- Ensure correct and updated references to state laws and administrative rules,
- Improve descriptions of permitted and prohibited uses, along with the conditions for allowing those uses,
- Clarify the legal authority for municipalities to implement groundwater ordinances under RSA 674:21 Innovative Land Use Controls,
- Improve the administrative and enforcement mechanism within the ordinances,

Grantee Initials *JC*
Date 2/18/22

- Increase consistency with the NHDES Groundwater Protection Model Ordinance, and
- Set impervious cover maximums and stormwater management provisions to address more intense precipitation events.

Deliverables: Draft zoning language amendments to be considered by the Planning Board. Summary of comments and minutes from meetings with the Planning Boards. NHDES will be provided draft language for review and comment.

Task 3. Planning Board Meetings (Phase 1). SRPC staff will meet with each of the four Planning Boards to review the project timeline, discuss the board’s source water protection objectives, audit findings, and review the first draft of ordinance updates.

3a. Each meeting will include a formal presentation of the audit and recommended zoning changes. If needed, SRPC staff will follow up with the Planning Board about concerns or questions not resolved at the meeting.

Deliverables: Presentation and minutes from planning board meetings reflecting discussion of amendments, clarifying those that were acceptable and those the Boards elected to not pursue.

Task 4. Revise Ordinance Amendments. Based on Planning Board feedback revise draft ordinances to incorporate feedback from Planning Board meetings from Task 3. Zoning language will be drafted in a manner that will allow Planning Boards to move proposed changes forward to a public hearing.

4a. Additional modifications to groundwater ordinances beyond the scope of this project will be outlined in a memo and provided to the Planning Board.

Deliverables: Revised draft ordinances for each town and memos outlining other modifications not to be addressed in the zoning updates. Deliverables will be provided to NHDES in advance of presenting final edits to the Planning Boards.

Task 5. Planning Board Meetings (Phase 2) – Discussion of Final Edits. Meet with the planning board to review the final draft amendments and make final edits, as necessary.

Deliverables: Submit summary of comments and minutes from planning board meetings reflecting discussion on final amendments to zoning language. Final meeting will include Planning Board’s consideration and decision regarding moving the language amendments forward to legislative body approval.

Task 6. Produce Educational Materials. Prepare educational materials on updates for each municipality and present them at a public meeting (either planning board meeting #2 or on the same night as the hearing).

6a. Materials will be provided to the Planning Boards for review and comment.

Grantee Initials JC
 Date 2/10/22

6b. The materials will use standard community-based social marketing approach/practices to increase support for, and public awareness of the proposed amendments. Final materials will be distributed in advance of legislative body action.

6c. Specific educational media may include videos, press releases, handouts, maps, social media posts, and/or publishing materials on the town websites.

Deliverables: Customized educational materials that reflects the changes to each municipalities' proposed ordinance amendments.

Task 7. Planning Board Public Hearing. SRPC staff will attend one planning board public hearing in each municipality in consideration of the proposed amendments for subsequent adoption by the local legislative body.

Deliverables: Minutes from planning board meetings reflecting discussion on proposed amendments and recording public input. Confirmation as to whether the amendments were moved forward for legislative body approval.

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.

Grantee Initials JC
Date 2/18/22

EXHIBIT C
METHOD OF PAYMENT

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 quarterly in accordance with the following schedule, based upon completion of specific tasks:

Task Number/Description	Source Water Protection Grant
Task 1. Ordinance Audits, Finalize Commitments from Four Municipalities	\$4,844
Task 2. Draft Ordinance Amendments	\$5,287
Task 3. Planning Board Meetings (Phase 1)	\$2,020
Task 4. Revise Ordinance Amendments	\$3,801
Task 5. Planning Board Meeting (Phase 2)	\$2,021
Task 6. Produce Educational Materials	\$3,327
Task 7. Planning Board Public Hearings	\$2,020
TOTAL	\$23,320

Grantee Initials *dc*
Date *2/18/22*

CERTIFICATE OF VOTE

I, Thomas Crosby, Jr, Treasurer of the Strafford Regional Planning Commission, do hereby certify that:

- 1) I am the duly elected Treasurer;
- 2) At the meeting held on July 16, 2021, the Strafford Regional Planning Commission voted to authorize the Executive Director, and in his/her absence the acting Executive Director, to sign & execute any contracts for SRPC;
- 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 in (2) above: Executive Director Jennifer Czysz

IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer of the

Strafford Regional Planning Commission,

this 18th day of February, 2022.

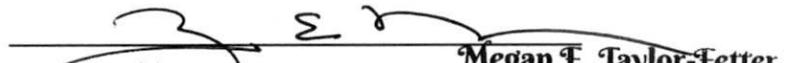

 Thomas Crosby, Jr., Treasurer

STATE OF NEW HAMPSHIRE
County of Strafford

On this the 18th day of February, 2022, before me

Megan Taylor-Fetter the undersigned officer, personally appeared Thomas Crosby, Jr., who acknowledged him/herself to be the Treasurer of the Strafford Regional Planning Commission being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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


 Notary Public **Megan E. Taylor-Fetter**

Commission Expiration Date:
(Seal)

March 3, 2026

State of New Hampshire

Notary Public - Justice of the Peace

My Commission Expires March 3, 2026

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.

<i>Participating Member:</i>	<i>Member Number:</i>	<i>Company Affording Coverage:</i>
Strafford Regional Planning Commission 150 Wakefield Street, Suite 12 Rochester, NH 03867	562	NH Public Risk Management Exchange - Primex ³ 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	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form)	7/1/2021	7/1/2022	Each Occurrence	\$ 1,000,000
	Professional Liability (describe)			General Aggregate	\$ 2,000,000
	<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability			Combined Single Limit (Each Accident)	
	Deductible Comp and Coll:			Aggregate	
	<input type="checkbox"/> Any auto				
	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:	<input checked="" type="checkbox"/> Additional Covered Party	Loss Payee	Primex ³ – NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
State of NH Department of Environmental Services 29 Hazen Dr. PO Box 95 Concord, NH 03302			Date: 9/17/2021 mpurcell@nhprimex.org
Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax			

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.

<i>Participating Member:</i>	<i>Member Number:</i>	<i>Company Affording Coverage:</i>
Strafford Regional Planning Commission 150 Wakefield Street, Suite 12 Rochester, NH 03867	562	NH Public Risk Management Exchange - Primex ³ 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) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2022	1/1/2023	<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.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
State of NH Department of Environmental Services 29 Hazen Dr. PO Box 95 Concord, NH 03302			By: <i>Mary Beth Purcell</i>
			Date: 1/31/2022 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

**Attachment A
2022 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 (17 years)
Pierce Rigrod	NHDES	Drinking Water & Groundwater Bureau	Supervisor VII	Grant Project Management (17 years)
Bess Morrison	NHDES	Drinking Water & Groundwater Bureau	Program Specialist III	Grant Project Management (3 year)

Applications and Status

Source Protection Planning Projects

Grant Applicant	Project Location	Grant Amount	Notes	Score
NH Water Works Association	Statewide	\$29,585	<i>Approved</i>	186
Rockingham Planning Commission	Rockingham County	\$24,989	<i>Approved</i>	178
Strafford Regional Planning Commission	Strafford County	\$23,320	<i>Approved</i>	165
Town of Warner	Warner	\$14,300	<i>Approved</i>	164
Manchester Water Works	Auburn	\$25,000	<i>Approved</i>	153
Merrimack Village Water District	Merrimack	\$25,000	<i>Approved</i>	145
Lake Winnepesaukee Association	Laconia	\$20,500	<i>Approved</i>	135
City of Dover (Chloride Monitoring)	Dover	\$20,652	<i>Approved</i>	135
Laconia Water Works - Oil Tank Removal	Laconia	\$1,250	<i>Approved</i>	127
Town of Londonderry	Londonderry	\$12,865	<i>Approved</i>	127
City of Dover (Bellamy River Project)	Dover	\$25,000	<i>Not approved</i>	116

Source Security Projects

Grant Applicant	Project Location	Grant Amount	Notes	Score
Waterville Valley	Waterville Valley	\$25,000	<i>Approved</i>	102
City of Keene	Roxbury	\$12,000	<i>Approved</i>	86
Gunstock Acres Village Water District	Gilford	\$14,300	<i>Approved</i>	67
Town of Milford	Milford	\$9,485	<i>Not approved</i>	99
Hopkinton Village Precinct	Hopkinton	\$16,500	<i>Not approved</i>	61
Town of Lisbon	Lisbon	\$12,500	<i>Not approved</i>	61
White Lake Estates Homeowners' Association	Tamworth	\$858	<i>Not approved</i>	34