



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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February 21, 2023

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 Merrimack Village Water District (VC # 160038 B001) in the amount of \$25,000 to complete a project to protect public drinking water supplies, effective upon Governor and Council approval through May 31, 2024. 100% Federal Funds.

Funding is available in the following account:

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

Dept. Environmental Services, DWSRF Administration, Grants- Federal

FY2023

\$25,000

EXPLANATION

The Department of Environmental Services issued a request for proposals for 2023 Local Source Water Protection Grants. These grants are funded by set-asides under the Drinking Water State Revolving Loan Fund. Twenty-three 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 federal funding, the Department determined that it could offer grants to sixteen source protection planning projects and three source security projects. See Attachment A for the full list of grants awarded and list of reviewers.

The Merrimack Village Water District will use the source water protection grant funds to continue the Salt Reduction Program they began implementing in 2011. This project will include installing conductivity meters in each of the District's production wells, sampling for sodium and chloride at surface and groundwater locations, and recommendations for future salt reduction in areas contributing water to the production wells.

This agreement has been approved as to form, substance, and execution by the Office of the Attorney General. In the event 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

www.des.nh.gov

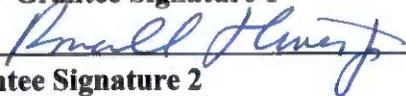
29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095

(603) 271-3503 • Fax: 271-2867 • TDD Access: Relay NH 1-800-735-2964

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 Merrimack Village Water District | | 1.4. Grantee Address 2 Greens Pond Road, Merrimack, NH 03054 | |
| 1.5. Grantee Phone # 603-424-9241 | 1.6. Account Number 03-44-44-441018-4718-072 | 1.7. Completion Date May 31, 2024 | 1.8. Grant Limitation \$ 25,000 |
| 1.9. Grant Officer for State Agency Melissa Macheras, NHDES | | 1.10. State Agency Telephone Number 603-271-2950 | |
| 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 Ronald Miner, Superintendent | |
| 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: 3/16/2023 | |
| 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").

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.
- 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. 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

Grantee Initials
Date


2/2/23

- 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 intend 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 CONDITIONS

Merrimack Village Water District:

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 RM
Date 2/2/23

EXHIBIT B
SCOPE OF WORK

The Merrimack Village Water District (District) will use New Hampshire Department of Environmental Services (NHDES) grant funds to continue the Salt Reduction Program begun in 2012. This project will include installing conductivity meters in each of the District's production wells, sampling for sodium and chloride at surface and groundwater locations, review and redesign of stormwater storage ponds, and recommendations for future salt reduction in areas contributing water to the production wells. This project will measure the current success of salt reduction measures taken in Merrimack and determine additional measures to increase the effectiveness of the salt reduction/mitigation in the future.

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

Task 1. Purchase and Installation of Conductivity Meters

Conductivity meters will be installed in the production wells MVD-2, MVD-3, MVD-4, MVD-5, MVD-7, MVD-8 and MVD-9 to accurately and continuously monitor conductivity levels in groundwater. This information will be used as a baseline to assess the actual reduction of sodium and chloride in the untreated groundwater. Data will be collected hourly throughout the year to evaluate how conductivity levels fluctuate seasonally, and in relation to storm events, salt loading and the winter severity index. The data will be compiled and plotted for each well. This data will be compared to the other conductivity data being collected at selected monitoring wells within the WHPAs using other conductivity meters.

Deliverables: Photos of installed conductivity meters and raw/compiled data from the conductivity meters in a commonly used electronic format.

Task 2: Sodium Chloride Monitoring

a. Prepare a QAPP for the sampling portion of this project for NHDES and US EPA review, complete modifications based upon agency comments, and obtain approvals from US EPA and NHDES program managers and quality assurance staff.

b. Sodium and chloride sampling will occur at all surface and groundwater locations analyzed in 2012 as part of that previous Local Source Water Protection Grant. Data will be compiled three times during the year and compared seasonally with the data collected in 2012. The collection of conductivity data will be done in accordance with the Master Quality Assurance Project Plan of the Hazardous Waste Remediation Bureau Waste Management Division of NHDES.

Deliverables: QAPP approved by NHDES, sodium and chloride sampling data, graphs/charts

Grantee Initials RM
Date 2/2/23

Task 3: Review and Improvement of Active Stormwater Storage Ponds

All active stormwater storage ponds within the WHPAs will be reviewed and an overall plan to reduce salt loading activities that affect the stormwater ponds and consider stormwater flow through the designed systems in order to expedite flow away from production wells (MVD-4, MVD-5) to a downstream location. Existing site plans will be reviewed with input from the town engineer to evaluate stormwater management options, maintenance and structural or maintenance changes involving one detention basin holding salt-laden water near the production wells. The stormwater plan will consider state and federal stormwater permit requirements and overall feasibility, considering ownership/easement needs, capital costs, maintenance, and local regulatory requirements. This review will directly involve the town public works director and engineer, or their designee.

Deliverables: Report with recommendations for salt reduction and ability to expediate flow of salt-laden stormwater out of detention basin to a location downstream and away from the MVD production wells will be submitted to NHDES for review/comment.

Task 4: Final Report

Generate a final report that describes the results of the data collected. The report will include recommendations as to what additional steps can be taken to reduce salt in the recharge areas of the MVD production wells.

Deliverables: Final report to be submitted to NHDES

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 RM
Date 2/2/23

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

| Task Number/Description | Source Water Protection Grant |
|---|--------------------------------------|
| Task 1: Purchase and Installation of Conductivity Meters | \$10,080 |
| Task 2a: Development of a QAPP | \$1,120 |
| Task 2b: Sodium and Chloride Monitoring | \$7,080 |
| Task 3: Review and Improvement of Active Stormwater Storage Ponds | \$3,360 |
| Task 4: Final Report | \$3,360 |
| TOTAL | \$25,000 |

Grantee Initials 
Date 2/2/23

Certificate of Vote of Authorization

MERRIMACK VILLAGE DISTRICT (MVD)
2 Greens Pond Road, Merrimack, NH 03054

I, Donald Provencher, Chairman of the MVD Board of Commissioners (BOC) do hereby certify that at a meeting held on January 31, 2023 the MVD voted to enter into a Local Source Water Protection Grant agreement with the New Hampshire Department of Environmental Services to fund a water system improvement project.

The BOC further authorized the MVD Superintendent, Ronald Miner, Jr. to execute any documents which may be necessary to effectuate said grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Donald Provencher, Chairman of the Merrimack Village District Board of Commissioners.

Signature: Donald A. Provencher
Donald Provencher, Chairman

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this 31st day of January 2023, Jill Lavoie before me (Notary Public) the undersigned Officer personally appeared. Donald Provencher, who acknowledged himself to be the Chairman of the MVD Board of Commissioners, being authorized so to do, execute the foregoing instrument for the purpose therein contained.

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

Notary Public Jill Lavoie
Printed Name
Jill Lavoie
Signature

My Commission Expires: 8/22/23





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: Merrimack Village District 2 Greens Pond Road Merrimack, NH 03054 | | Member Number: 561 | Company Affording Coverage: 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 | | |
| <input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence | 7/1/2022 | 7/1/2023 | Each Occurrence | | \$ 5,000,000 |
| | | | General Aggregate | | \$ 5,000,000 |
| | | | Fire Damage (Any one fire) | | |
| | | | Med Exp (Any one person) | | |
| <input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto | 7/1/2022 | 7/1/2023 | Combined Single Limit (Each Accident) | | \$5,000,000 |
| | | | Aggregate | | \$5,000,000 |
| <input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability | 1/1/2023 | 1/1/2024 | <input checked="" type="checkbox"/> Statutory | | |
| | | | Each Accident | | \$2,000,000 |
| | | | Disease - Each Employee | | \$2,000,000 |
| | | | Disease - Policy Limit | | |
| <input checked="" type="checkbox"/> Property (Special Risk Includes Fire and Theft) | 7/1/2022 | 7/1/2023 | Blanket Limit, Replacement Cost (unless otherwise stated) | | Deductible: \$1,000 |
| Description: Proof of Primex Member coverage only. | | | | | |

| | | | |
|--|---------------------------------|-------------------|--|
| CERTIFICATE HOLDER: | Additional Covered Party | Loss Payee | Primex³ - NH Public Risk Management Exchange |
| NH Department of Environmental Services 29 Hazen Drive PO Box 95 Concord, NH 03302-0095 | | | By: <i>Mary Beth Purcell</i> |
| | | | Date: 2/3/2023 mpurcell@nhprimex.org |
| | | | Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax |

Attachment A
2023 Local Source Water Protection Grant Rankings

Applications and Status

Source Protection Planning Projects

| Grant Applicant | Project Location | Grant Amount | Notes | Score |
|---|-------------------------------|---------------------|---------------------|--------------|
| City of Portsmouth | Madbury | \$25,000 | <i>Approved</i> | 102 |
| Village of Northwood Ridge Water District | Northwood | \$4,712 | <i>Approved</i> | 97 |
| Merrimack Village Water District | Merrimack | \$25,000 | <i>Approved</i> | 93.5 |
| Town of Hopkinton | Hopkinton | \$25,000 | <i>Approved</i> | 93.5 |
| Monadnock Conservancy | Keene | \$25,000 | <i>Approved</i> | 89.5 |
| Lake Winnepesaukee Association | Laconia | \$28,455 | <i>Approved</i> | 87 |
| Rockingham Planning Commission | Plaistow, Kingston, Salem | \$21,073 | <i>Approved</i> | 84 |
| Town of Peterborough | Peterborough | \$25,000 | <i>Approved</i> | 83 |
| Laconia Water Works | Laconia | \$3,132 | <i>Approved</i> | 82.5 |
| Town of Canaan | Canaan | \$18,000 | <i>Approved</i> | 81 |
| Town of Epping | Epping | \$25,000 | <i>Approved</i> | 74.5 |
| Rockingham Planning Commission | Raymond, Fremont | \$18,907 | <i>Approved</i> | 74 |
| Andover Village District | Andover | \$25,000 | <i>Approved</i> | 74 |
| City of Keene | Keene | \$14,200 | <i>Approved</i> | 72 |
| Lakes Region Planning Commission | Belmont, Northfield, Sandwich | \$24,825 | <i>Approved</i> | 72 |
| Strafford Regional Planning Commission | Newmarket | \$18,223 | <i>Approved</i> | 71.5 |
| City of Keene | Keene | \$25,000 | <i>Not approved</i> | 65.5 |
| Belknap County Conservation District | Sanbornton | \$26,431 | <i>Not approved</i> | 0 |

Attachment A
2023 Local Source Water Protection Grant Rankings

Source Security Projects

| Grant Applicant | Project Location | Grant Amount | Notes | Score |
|---------------------------------------|-------------------------|---------------------|---------------------|--------------|
| Hopkinton Village Precinct | Hopkinton | \$5,465 | <i>Approved</i> | 40.5 |
| Gunstock Acres Village Water District | Gilford | \$24,050 | <i>Approved</i> | 33 |
| Cogswell Spring Water Works | Henniker | \$18,400 | <i>Approved</i> | 23 |
| Cogswell Spring Water Works | Henniker | \$1,759 | <i>Not approved</i> | 0 |
| Town of Lancaster | Lancaster | \$24,200 | <i>Not approved</i> | 0 |

Grant Reviewer List

| Name | Department | Bureau | Title | Experience |
|------------------|-------------------|-------------------------------------|------------------------|-------------------------------------|
| Pierce Rigrod | NHDES | Drinking Water & Groundwater Bureau | Supervisor VII | Grant Project Management (18 years) |
| Melissa Macheras | NHDES | Drinking Water & Groundwater Bureau | Program Specialist III | Grant Project Management (2 years) |