The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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February 9, 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 Rockingham Planning Commission (VC # 154887 B001) in the amount of $39,980 to complete two projects 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:

	FY2023
03-44-44-441018-5564-072-500574 Dept. Environmental Services, DWSRF BIL Administration, Grants- Federal	$39,980

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 project 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 Rockingham Planning Commission will use the source water protection grant funds to provide technical assistance to Plaistow, Kingston, and Salem to amend their existing stormwater management regulations to bring them into conformance with the federal MS4 Stormwater Permit as well as developing and updating Source Water Protection Plans for the towns of Raymond and Fremont.

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.

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 Rockingham Planning Commission		**1.4. Grantee Address** 156 Water Street, Exeter, NH 03833	
1.5 Grantee Phone # 603-778-0885	**1.6. Account Number** 03-44-44-441018-5564-072	**1.7. Completion Date** May 31, 2024	**1.8. Grant Limitation** $ 39,980
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** Timothy M. Roache 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:** 2/27/2023			
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

8. with, the entity identified as the Grantee in block 1.3 of these provisions

8.1. PERSONNEL.

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

8.2. to perform such Project under all applicable laws.

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

8.3. 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

9. Officer, and his/her decision on any dispute, shall be final.

9.1. 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, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

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

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

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

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

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

11. EVENT OF DEFAULT: REMEDIES.

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

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

11.1.2 Failure to submit any report required hereunder; or

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

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

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

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials TMR
Date 1/30/2023

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.

Grantee Initials TMR

Date 1/30/2023

EXHIBIT A
SPECIAL TERMS AND CONDITIONS

Rockingham Planning Commission:

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 JMR
Date 1/20/2023

EXHIBIT B
SCOPE OF WORK

(SWP 350 – Project 1) Municipal Technical Assistance for Stormwater Treatment Regulation Improvements

Rockingham Planning Commission will use New Hampshire Department of Environmental Services (NHDES) grant funds to provide technical assistance to three communities, Plaistow, Kingston, and Salem, to amend their existing stormwater management regulations to bring them into conformance with the federal MS4 Stormwater Permit. These updates will improve procedures and criteria for ease of enforcement and improve justification for enacting stormwater regulations. Rockingham Planning Commission will also work to create educational materials to help municipal officials, staff, and residents to understand the proposed regulations.

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

Task 1: Confirm Partner Municipalities

Select partner municipalities based on status of MS4 permit required stormwater regulations and willingness of municipal staff and planning board to commit to work with RPC in amending the regulations.

Deliverables: Letters of commitment from three communities

Task 2: Review and Develop Draft Regulation

RPC staff will review the selected municipalities' stormwater regulations, review existence of public water systems in proximity to the MS4 urbanized area, other water resource protection ordinances, and develop draft stormwater regulations based on the Southeast Watershed Alliance model stormwater regulations.

Deliverables: Draft ordinance modifications for each participating municipality developed with the planning board, and complete mapping to indicated areas of drinking water resources relative to the MS4 urbanized area. A draft will be submitted to NHDES for review and comment.

Task 3: Revise Regulation to Reflect Planning Board Feedback

Revise draft regulations with the selected municipalities based on feedback and questions arising from the initial meeting with the planning board during Task 2. These revisions will include updates and amendments to maps, reference, notes, and other supporting documents. Subsequent revisions will be based on feedback obtained during planning board meetings, municipal staff feedback, and input from any other stakeholders.

Grantee Initials JMR
Date 11/30/2023

Deliverables: Revision to recommended regulations for each participating municipality updated to reflect local board input (up to two meetings with the planning board), one or more meetings with municipal staff

Task 4: Final Draft Process with Planning Board

Meet with local planning boards up to four times to review proposed stormwater regulations and obtain their input.

Deliverables: Minutes from planning board meetings reflecting discussion on proposed regulations, and feedback from planning board members being incorporated into amendments

Task 5: Produce and Present Educational Materials

Prepare educational materials on regulations for each municipality and present them at a public meeting. Specific educational materials will depend on the needs of the municipality, but may include videos, press releases, handouts, maps, and social media posts. RPC will present the proposed regulation changes at one public meeting in each municipality either at a regular planning board meeting, public hearing, or at an alternate time if requested by the municipality.

Deliverables: Customized educational material for all municipal regulations and presentations on proposals for all three municipalities

(SWP 355 – Project 2) Source Water Protection Plans for the Towns of Raymond and Fremont

Rockingham Planning Commission will use New Hampshire Department of Environmental Services (NHDES) grant funds to update the Town of Raymond's 2009 Source Water Protection Plan and develop a Source Water Protection Plan for the town of Fremont. This project will include a public education component to increase public understanding and awareness of drinking water resources and develop public educational materials that discuss the implementation of water protection actions. Grant funds will also be used to help the town of Fremont strengthen its local "best management" inspection program which was adopted in 2019 to better protect local groundwater resources.

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

Task 1. Review and Update Inventory of Public Water Systems (PWS)

Obtain the latest data from NHDES and then work with each town's staff to develop an inventory of

PWSs and update maps displaying PWS locations.

Deliverables: Inventory of public water systems in Raymond and Fremont, updated maps displaying public water system locations

Task 2: Inventory Known and Potential Contamination Sources (KCSs, PCSs)

Using current inventories, work with each town's municipal staff to identify all KCS and PCS locations in Raymond and Fremont.

Deliverables: An updated GIS layer and Excel table with descriptions of KCSs and PCSs in each town, and maps of KCS/PCS locations. Updated GIS data will conform and be consistent with NHDES metadata standards.

Task 3: Develop Outreach Materials for Fremont's Inspection Program

Using NHDES published guidance/forms, work with Fremont municipal staff to develop draft BMP inspection forms, notification letters, and flyers to implement Fremont's inspection program.

Deliverables: Draft template letters for notifying PCSs to be used by the town of Fremont, draft BMP inspection forms to be used by the town of Fremont, draft groundwater protection informational flyer for residents and businesses to be distributed by the town

Task 4: Work with Raymond Planning Board to Draft Goals, Recommendations, and Strategies for Final Plan

Attend two public meetings to develop goals and strategies for protecting public water supplies, and create outreach materials for promoting the public meetings at which the source water protection plan will be discussed. Draft goals, recommendations, and strategies for protecting public water supplies in Raymond.

Deliverables: Meeting minutes, copies of outreach materials

Task 5: Work with Fremont Planning Board to Draft Goals, Recommendations, and Strategies for Final Plan

Attend two public meetings to develop goals and strategies for protecting public water supplies, and create outreach materials for promoting the public meetings at which the source water protection plan will be discussed. Draft goals, recommendations, and strategies for protecting public water supplies in Fremont.

Deliverables: Meeting minutes, copies of outreach materials

Task 6: Develop Final Source Water Protection Plan for Raymond

Based on the data and feedback gathered from municipal staff and planning boards, develop final source water protection plan for Raymond

Deliverables: Completed Source Water Protection Plan for the Town of Raymond

Task 7: Develop Final Source Water Protection Plan for Fremont

Based on the data and feedback gathered from municipal staff and planning boards, develop final source water protection plan for Raymond

Deliverables: Completed Source Water Protection Plan for the Town of Fremont

Task 8: Present SWP Plan to Raymond Planning Board for Adoption

Attend a public hearing of the Raymond planning board to present the final source water protection plan

Task 9: Present SWP Plan to Fremont Planning Board for Adoption

Attend a public hearing of the Fremont planning board to present the final source water protection plan

Task 10: Fremont BMP Inspection

Assist with organizing at least one BMP inspection in Fremont

Deliverables: Draft inspection form, notification letter, and supporting documents from one site inspection

Quarterly progress report forms must be completed by grant recipients or their subcontractor and submitted to NHDES <u>every three months</u>, beginning with the first full three (3) month quarter after grant approval from Governor & Council.

Grantee Initials TMR
Date 11/30/2023

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:

Project Number	Task Number/Description	Source Water Protection Grant
SWP-350	Task 1: Confirm Partner Municipalities	$570
SWP-350	Task 2: Review and Develop Draft Regulations	$7,602
SWP-350	Task 3: Revise Regulation to Reflect Planning Board Feedback	$3,801
SWP-350	Task 4: Final Draft Process with Planning Board	$5,836
SWP-350	Task 5: Produce and Present Educational Materials	$3,264
SWP-355	Task 1: Review and Update Inventory of PWSs	$1,771
SWP-355	Task 2: Inventory Potential Contamination Sources	$1,771
SWP-355	Task 3: Develop Outreach Materials for Fremont's Inspection Program	$1,391
SWP-355	Task 4: Work with Raymond Planning Board	$1,692
SWP-355	Task 5: Work with Fremont Planning Board	$1,692
SWP-355	Task 6: Develop Final SWP Plan for Raymond	$3,731
SWP-355	Task 7: Develop Final SWP Plan for Fremont	$3,731
SWP-355	Task 8: Present SWP Plan to Raymond Planning Board for Adoption	$695
SWP-355	Task 9: Present SWP Plan to Fremont Planning Board for Adoption	$695
SWP-355	Task 10: Fremont BMP Inspection	$1,738
	TOTAL	**$39,980**

Grantee Initials JMR
Date 1/30/2023

CERTIFICATE OF VOTE

I, Glenn Coppelman, the duly elected and acting Secretary of the Rockingham Planning Commission, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53), do hereby certify that at a meeting held on May 25, 2022:

1. The Rockingham Planning Commission Executive Committee authorized the Executive Director, Tim Roache, to execute any documents which may be necessary to effectuate contracts with NH Department of Environmental Services:
2. This authorization has not been evoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
3. The following person has been appointed to, and now occupies, the office indicated under item 1 above: Tim Roache

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Rockingham Planning Commission on this 30TH day of JANUARY, 2023.

Glenn Coppelman, Secretary

STATE OF NEW HAMPSHIRE
County of Rockingham

On this 30th day of January, 2023, before me Annette Pettengill, the undersigned officer, personally appeared, Glenn Coppelman, who acknowledged him/herself to be the Secretary of the Rockingham Planning Commission, and that he/she, as such Secretary, 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.

Annette Pettengill
Notary Public, Justice of the Peace

3/3/26
My Commission Expires
(Official Seal)

ANNETTE L. PETTENGILL
MY COMMISSION EXPIRES MARCH 3, 2026
NOTARY PUBLIC
NEW HAMPSHIRE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01-26-2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Liberty Mutual Insurance
PO Box 188065
Fairfield OH 45018

CONTACT NAME:
PHONE (A/C, No, Ext): 800-962-7132 FAX (A/C, No): 800-845-3666
E-MAIL ADDRESS: BusinessService@LibertyMutual.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: The Ohio Casualty Insurance Company	24074
INSURER B: The Ohio Casualty Insurance Company	24074
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Rockingham Planning Commission
156 Water St
Exeter NH 03833

COVERAGES **CERTIFICATE NUMBER:** 0129127214 **REVISION NUMBER:** 2016-03

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Businessowners GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	X		BZO58281160	07-01-2022	07-01-2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000.00 $ 2,000,000.00 $ 15,000.00 $ 2,000,000.00 $ 4,000,000.00 $ 4,000,000.00 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	BAO58281160	01-11-2023	01-11-2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000.00 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

CERTIFICATE HOLDER
State of NH Dept of Environmental Services
29 Hazen Drive Po Box 95
Concord NH 03302-0095

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Curtis Luken

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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:*
Rockingham Regional Planning Commission 156 Water Street Exeter, NH 03833	563	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**	1/1/2023	1/1/2024	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
NH Dept of Environmental Services 29 Hazen Drive Concord NH 03302-0095			By: *Mary Beth Purcell* Date: 1/26/2023 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	*Approved*	102
Village of Northwood Ridge Water District	Northwood	$4,712	*Approved*	97
Merrimack Village Water District	Merrimack	$25,000	*Approved*	93.5
Town of Hopkinton	Hopkinton	$25,000	*Approved*	93.5
Monadnock Conservancy	Keene	$25,000	*Approved*	89.5
Lake Winnipesaukee Association	Laconia	$28,455	*Approved*	87
Rockingham Planning Commission	Plaistow, Kingston, Salem	$21,073	*Approved*	84
Town of Peterborough	Peterborough	$25,000	*Approved*	83
Laconia Water Works	Laconia	$3,132	*Approved*	82.5
Town of Canaan	Canaan	$18,000	*Approved*	81
Town of Epping	Epping	$25,000	*Approved*	74.5
Rockingham Planning Commission	Raymond, Fremont	$18,907	*Approved*	74
Andover Village District	Andover	$25,000	*Approved*	74
City of Keene	Keene	$14,200	*Approved*	72
Lakes Region Planning Commission	Belmont, Northfield, Sandwich	$24,825	*Approved*	72
Strafford Regional Planning Commission	Newmarket	$18,223	*Approved*	71.5
City of Keene	Keene	$25,000	*Not approved*	65.5
Belknap County Conservation District	Sanbornton	$26,431	*Not approved*	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	*Approved*	40.5
Gunstock Acres Village Water District	Gilford	$24,050	*Approved*	33
Cogswell Spring Water Works	Henniker	$18,400	*Approved*	23
Cogswell Spring Water Works	Henniker	$1,759	*Not approved*	0
Town of Lancaster	Lancaster	$24,200	*Not approved*	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)