



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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February 17, 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 Strafford Regional Planning Commission (VC # 155570 B001) in the amount of \$18,223 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:

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

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

FY2023

\$18,223

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 Strafford Regional Planning Commission will use the source water protection grant funds to update chapters of the town of Newmarket's 2007 Open Space Plan to reflect current source water protection areas and other high value properties. Adoption of the updated Open Space Plan chapters will help guide future conservation efforts to focus on source water protection.

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

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 150 Wakefield Street, Suite 12, Rochester, NH 03867	
1.5 Grantee Phone # 603-994-3500	1.6. Account Number 03-44-44-441018-5564-072	1.7. Completion Date May 31, 2024	1.8. Grant Limitation \$ 18,223
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 Jennifer Cuyez, 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: 3/6/2023			
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 B (the scope of work being hereinafter referred to as "the Project").



Handwritten initials and date: JCC 2/17/23

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
 - 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
 - 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
 - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
 - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
 - 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
 - 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
 - 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
 - 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
 - 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
 - 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
 - 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
 - 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
 - 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
 - 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
 - 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
 - 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. 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 JC
Date 2/17/23

- 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 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.

Grantee Initials yc
 Date 4/17/23

EXHIBIT A
SPECIAL TERMS AND CONDITIONS

Strafford Regional 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

Date

jc
2/1/23

EXHIBIT B
SCOPE OF WORK

The Strafford Regional Planning Commission (SRPC) will use New Hampshire Department of Environmental Services (NHDES) grant funds to update the Town of Newmarket's 2007 Open Space Plan to focus on protecting local drinking water resources. Adoption of the updated Open Space Plan will help the community consider the role open space plays in supporting the long-term protection of drinking water supplies.

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

Task 1. Project Committee Involvement

SRPC will organize and facilitate the project committee which will include representatives from the Newmarket Planning Board, Conservation Commission, SRPC staff, and the Energy and Environment Advisory committee. SRPC will convene the committee at key points in the project.

Task 1.1: Project Kickoff Meeting

SRPC will convene key volunteers and town staff to kick-off the project, review goals, outcomes, timeline, and responsibilities. SRPC will gather contact to form the project committee.

Deliverables: Meeting agenda and notes, and a project committee contact list.

Task 1.2: Initial Project Meeting

SRPC will hold an initial project meeting with contacts determined from the kickoff meeting and gather necessary background information to begin the update process including updates to the conservation land and open space inventory and priority conservation areas. SRPC will lay out goal(s) involving long-term protection of drinking water resources and discuss how the revised plan may be updated to better meet the goal(s).

Deliverables: Meeting agenda and notes

Task 1.3: Project Check-In Meetings

SRPC will coordinate regular meetings with the project committee to occur approximately every other month, for a total of six meetings. During these meetings, SRPC and the project team will discuss progress and solicit input into the plan and develop and review recommendations to share with the public. The project team will then develop and coordinate engagement strategies for public input and community buy-in.

Grantee Initials *JC*
Date 2/17/23

Deliverables: Meeting agenda and notes describing the outcomes including the strategies that will be implemented to successfully engage the public.

Task 2: Data Collection

The project team will work together to aggregate new data and existing resources during the data collection phase.

Task 2.1: Review Current Progress of Implementing the Open Space Plan

Working with the committee, gather updates on progress towards implementation of existing Open Space Plan recommendations (including Chapter 8). Conduct interviews local town board members and staff as part of this review.

Deliverables: Meeting agenda and notes, summary of the status of the town's efforts to implement the plan to date as well as areas where actions have yet to be completed.

Task 2.2: Review Local and Regional Plans

SRPC will review the town's Master Plan and the 2021 update to the NH Coastal Watershed Conservation Plan to inform chapter updates in Task 3.1 and map development in Tasks 2.3 and 2.4, with a particular focus on the use of Source Water Protection and Pollutant Attenuation GIS data to define priority open space areas that best protect drinking water as well as other resources.

Deliverables: A summary of the findings from the reviewed plans and GIS data that include conclusions as to how this review establishes a solid foundation for forming updated open space priorities.

Task 2.3: Revise Map Set

SRPC will develop a revised map set with new data using the review of available data from the 2021 update to the NH Coaster Watershed Conservation Plan and will consider additional relevant spatial datasets from local and regional partners, as necessary. The revised maps and spatial analysis will support updates to Chapters 5, 6, and 8.

Deliverables: A list of the GIS layers to be used and draft set of revised maps (7 to 15 maps) will be provided to NHDES for review and comment.

Task 3: Narrative Plan Updates

SRPC will draft updates based upon input solicited from the project committee, local boards, town staff, and members of the public.

Grantee Initials *JC*
Date *2/17/23*

Task 3.1: First Draft of Chapters 5 and 6

SRPC will synthesize information gathered from data collection and committee involvement processes to develop a first draft of chapter amendments, focusing on source water protection, including the guidelines from the 2021 update to the NH Coastal Watershed Conservation Plan.

Deliverables: First draft of chapter updates will be provided to NHDES for review/comment.

Task 3.2: Second Draft of Chapters 5 and 6

SRPC will incorporate revisions to the first draft based on input from committee check-in meetings.

Deliverables: Second draft of chapter updates will be provided to NHDES for review/comment.

Task 3.3: Draft Chapter 8

SRPC will draft recommendations informed by the input received from the community survey, goal-setting process and workshop, and committee input

Deliverables: Draft of Chapter 8 will be provided to NHDES for review/comment.

Task 3.4: Final Draft of Chapters

SRPC will incorporate feedback from local boards and members of the public into the plan updates to develop final drafts for approval.

Deliverables: Final drafts of the three chapters will be provided to NHDES for review/comment.

Task 4: Engagement

Building on the effort described under Task 1.3, SRPC and the project committee will develop engagement activities for all interested and affected parties throughout the planning process. SRPC will implement equitable engagement strategies for all tasks to ensure all members of the community are comfortable and able to be involved in the planning process.

Task 4.1: Community Survey

SRPC will develop and administer a survey to solicit feedback on recommendations, generate community buy-in, and field comments from members of the public. Efforts will be made to broadcast the survey widely through a variety of media, and give sufficient time for the public to respond.

Deliverables: Final survey with a summary of the results

Grantee Initials XC
Date 2/17/23

Task 4.2: Goal-Setting Workshop

SRPC will engage the project committee in goal setting to facilitate development of new recommendations.

Deliverables: Meeting handouts and notes will be provided to NHDES.

Task 4.3: Joint Board Presentation (Planning Board, Conservation Commission)

SRPC will coordinate with the project committee to hold a joint board meeting, where the project team will present recommendations/actions for comment. SRPC will develop outreach materials to engage members of the public at this meeting.

Deliverables: Presentation, handouts, meeting notes will be provided to NHDES for review/comment in advance of the meeting.

Task 4.4: Public Hearing and Adoption of Amended Open Space Plan

SRPC will assist the town in preparing the public notice for a public hearing through the Planning Board and will produce informational handouts, a presentation of the plan updates and adoption of the updated plan.

Deliverables: Meeting minutes, final updated plan

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

Grantee Initials *jc*
Date *2/1/13*

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: Project Committee Involvement	
Task 1.1: Project Kickoff Meeting	\$793
Task 1.2: Initial Project Meeting	\$793
Task 1.3: Project Check-In Meetings	\$1,534
Task 2: Data Collection	
Task 2.1: Review Current Progress of Implementing the Open Space Plan	\$765
Task 2.2: Review Local and Regional Plans	\$765
Task 2.3: Revise Map Set	\$2,979
Task 3: Narrative Plan Updates	
Task 3.1: First Draft Chapters 5 and 6	\$2,287
Task 3.2: Second Draft Chapters 5 and 6	\$1,164
Task 3.3: Draft Chapter 8	\$2,287
Task 3.4: Final Drafts of Chapters	\$1,287
Task 4: Engagement	
Task 4.1: Community Survey	\$1,055
Task 4.2: Goal-Setting Workshop	\$1,085
Task 4.3: Joint Board Presentation	\$592
Task 4.4: Public Hearing and Adoption of Amended Open Space Plan	\$837
TOTAL	\$18,223

Grantee Initials *RC*
Date *2/17/23*

CERTIFICATE OF VOTE

I, **Thomas Crosby, Jr.**, hereby certify that I am duly elected Secretary/Treasurer of Strafford Regional Planning Commission. I hereby certify the following is a true copy of a vote taken at a meeting of the Strafford Regional Planning Commission's Executive Committee, duly called and held on July 15, 2022, at which a quorum of members was present and voting.

VOTED: That the Executive Director, or in his/her absence, the Acting Executive Director, be authorized to file applications with federal, state and local governmental units, and other agencies and organizations to implement Strafford Regional Planning Commission's work program, and to execute agreements to receive funds for such purposes.

The following person has been appointed to and now occupies the office specified in the vote above: Executive Director Jennifer Czysz

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Vote. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED:
February 17, 2023

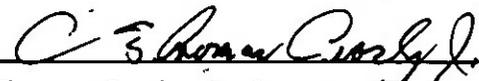
Megan E. Taylor-Fetter

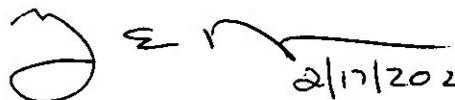
State of New Hampshire

Notary Public - Justice of the Peace

My Commission Expires March 3, 2026

ATTEST:


Thomas Crosby, Jr., Secretary/Treasurer


2/17/2023



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> Strafford Regional Planning Commission 150 Wakefield Street, Suite 12 Rochester, NH 03867	<i>Member Number:</i> 562	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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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) <input type="checkbox"/> 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. Pollution and hazardous waste related liabilities, expenses and claims are excluded from coverage in the coverage document.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange By: <i>Mary Beth Purcell</i> Date: 2/17/2023 mpurcell@nhprimex.org Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
State of NH Department of Environmental Services 29 Hazen Dr. PO Box 95 Concord, NH 03302			

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)