



# Department of Environmental Services

Robert R. Scott, Commissioner



171

May 25, 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 Andover Village District (VC # 177352 B002) 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:

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

Dept. Environmental Services, DWSRF BIL 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.

Andover Village District will use the source water protection grant funds to write a Source Water Protection Plan for Bradley Lake, the surface source for Andover Village District. The plan will establish goals and actions to protect the surface source based on a technical review of relevant data. Grant funds will also be used to conduct public education and outreach concerning best management practices for groundwater protection, water conservation, and public recreational use.

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

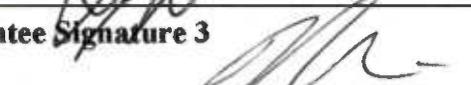
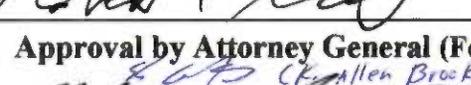
[www.des.nh.gov](http://www.des.nh.gov)

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.

<b>1.1. State Agency Name</b> NH Department of Environmental Services		<b>1.2. State Agency Address</b> 29 Hazen Drive, Concord, NH 03302-0095	
<b>1.3. Grantee Name</b> Andover Village District		<b>1.4. Grantee Address</b> PO Box 147, Andover, NH 03741	
<b>1.5. Grantee Phone #</b> 603-523-4501	<b>1.6. Account Number</b> 03-44-44-441018-5564-072	<b>1.7. Completion Date</b> May 31, 2024	<b>1.8. Grant Limitation</b> \$ 25,000
<b>1.9. Grant Officer for State Agency</b> Melissa Macheras, NHDES		<b>1.10. State Agency Telephone Number</b> 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."			
<b>1.11. Grantee Signature 1</b> 		<b>1.12. Name &amp; Title of Grantee Signor 1</b> JEFFERY DICKINSON COMMISSIONER	
<b>Grantee Signature 2</b> 		<b>Name &amp; Title of Grantee Signor 2</b> TOBY LOCKER COMMISSIONER <span style="float: right;">CHAIRMAN</span>	
<b>Grantee Signature 3</b> 		<b>Name &amp; Title of Grantee Signor 3</b> Michael D. Mori Commissioner	
<b>1.13. State Agency Signature(s)</b> 		<b>1.14. Name &amp; Title of State Agency Signor(s)</b> Robert R. Scott, Commissioner, NHDES	
<b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>			
By:  <sup>AG (K. Allen Brooks)</sup> Assistant Attorney General, On: 6/18/23			
<b>1.16. Approval by Governor and Council (if applicable)</b>			
By:		On: / /	

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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").

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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.
- 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 to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- 9.
- 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. 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

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- 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 

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice. This ensures transparency and allows for easy verification of the data. The document also notes that regular audits are essential to identify any discrepancies or errors early on. By doing so, the organization can prevent small issues from escalating into larger financial problems. Furthermore, it highlights the need for clear communication between all parties involved in the process. This includes providing timely updates and addressing any concerns promptly. The final section of the document provides a summary of the key points discussed and offers some practical advice for implementing these principles in a real-world setting. It concludes by stating that a commitment to accuracy and transparency is the foundation of a successful financial management system.

The second part of the document focuses on the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice. This ensures transparency and allows for easy verification of the data. The document also notes that regular audits are essential to identify any discrepancies or errors early on. By doing so, the organization can prevent small issues from escalating into larger financial problems. Furthermore, it highlights the need for clear communication between all parties involved in the process. This includes providing timely updates and addressing any concerns promptly. The final section of the document provides a summary of the key points discussed and offers some practical advice for implementing these principles in a real-world setting. It concludes by stating that a commitment to accuracy and transparency is the foundation of a successful financial management system.

**EXHIBIT A**  
**SPECIAL TERMS AND CONDITIONS**

**Andover Village 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   
Date 5/28/2013



**EXHIBIT B**  
**SCOPE OF WORK**

Andover Village District will use New Hampshire Department of Environmental Services (NHDES) grant funds to write a Source Water Protection Plan for Bradley Lake, the surface source for Andover Village District. The plan will establish goals and actions to protect the surface source based on a technical review of relevant data. Grant funds will also be used to conduct public education and outreach concerning best management practices for groundwater protection, water conservation, and public recreational use.

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

**Task 1. Baseline Mapping & Data Analysis**

- a. Establish areas contributing water to the source from within the watershed for Bradley Lake
- b. Within the delineated areas, map and describe current land use and land cover (including impervious surfaces); hydrology; soils; topography; protected lands (conserved or otherwise protected); surface water; protected shoreline buffer areas; stratified drift aquifer transmissivity; topography and restricted-use areas. Include a current statistical summary of each land use and land cover category. Data collection will include existing septic systems, dry wells and other wastewater disposal being used by the properties around the lake.
- c. Summarize raw water quality conditions and existing water quality conditions and trends based on available reports and monitoring data (including data in NHDES' OneStop Monitoring database), including any impaired or known water quality issues within the water supply watershed for Bradley Lake.

**Deliverables:** Final baseline map(s) at varying scales with a watershed characteristics narrative and statistical summaries, using the data noted above, that support the objectives of the plan.

**Task 2: Inventory Potential Contamination Sources (PCSs)**

- a. Obtain and include PCSs within the current NHDES inventory
- b. Complete a windshield survey within source protection areas to collect current PCS information using NHDES forms and update the NHDES PCS inventory as necessary
- c. Collect and evaluate information related to past or current agricultural and forestry activities, commercial pesticide application areas, recreational trail use, security issues, potential and historical spill and release events, and other threats that are not part of NHDES' source water assessment methodology.
- d. Compile data needed to determine vulnerability rankings using susceptibility criteria consistent with NHDES' source water assessment methodology for each source.

Grantee Initials

Date

  
5/22/2023

ΑΝΤΙΣΤΑΣΗ, ΣΟΦΟΣ ΛΟΓΟΣ ΚΑΙ ΕΠΙΣΤΗΜΗ ΣΤΗΝ ΠΡΟΚΑΤΑΡΑΧΗ ΤΟΥ ΕΛΛΗΝΙΚΟΥ ΕΘΝΟΥ

- α) Η αντιστάσις είναι ουσιαστικά η αντίθεση των εθνικών συμφερόντων με τα συμφέροντα των άλλων εθνικών ομάδων.
- β) Η αντιστάσις είναι ουσιαστικά η αντίθεση των εθνικών συμφερόντων με τα συμφέροντα των άλλων εθνικών ομάδων.
- γ) Η αντιστάσις είναι ουσιαστικά η αντίθεση των εθνικών συμφερόντων με τα συμφέροντα των άλλων εθνικών ομάδων.
- δ) Η αντιστάσις είναι ουσιαστικά η αντίθεση των εθνικών συμφερόντων με τα συμφέροντα των άλλων εθνικών ομάδων.
- ε) Η αντιστάσις είναι ουσιαστικά η αντίθεση των εθνικών συμφερόντων με τα συμφέροντα των άλλων εθνικών ομάδων.

1997 Α: ΠΛΗΡΟΤΗΤΑ ΠΡΟΣΩΠΟΥ ΣΥΝΤΑΚΤΙΚΗΣ ΣΟΦΙΑΣ (15%)

Η αντιστάσις είναι ουσιαστικά η αντίθεση των εθνικών συμφερόντων με τα συμφέροντα των άλλων εθνικών ομάδων.

- α) Η αντιστάσις είναι ουσιαστικά η αντίθεση των εθνικών συμφερόντων με τα συμφέροντα των άλλων εθνικών ομάδων.
- β) Η αντιστάσις είναι ουσιαστικά η αντίθεση των εθνικών συμφερόντων με τα συμφέροντα των άλλων εθνικών ομάδων.
- γ) Η αντιστάσις είναι ουσιαστικά η αντίθεση των εθνικών συμφερόντων με τα συμφέροντα των άλλων εθνικών ομάδων.
- δ) Η αντιστάσις είναι ουσιαστικά η αντίθεση των εθνικών συμφερόντων με τα συμφέροντα των άλλων εθνικών ομάδων.
- ε) Η αντιστάσις είναι ουσιαστικά η αντίθεση των εθνικών συμφερόντων με τα συμφέροντα των άλλων εθνικών ομάδων.

1997 Γ: ΕΠΙΣΤΗΜΗ ΚΑΙ ΕΠΙΣΤΗΜΟΛΟΓΙΑ (15%)

Η επιστήμη είναι ουσιαστικά η αντίθεση των εθνικών συμφερόντων με τα συμφέροντα των άλλων εθνικών ομάδων.

Η επιστήμη είναι ουσιαστικά η αντίθεση των εθνικών συμφερόντων με τα συμφέροντα των άλλων εθνικών ομάδων.

ΕΠΙΣΤΗΜΗ ΚΑΙ ΕΠΙΣΤΗΜΟΛΟΓΙΑ

**Deliverables:** Excel spreadsheet containing data necessary to update the source water assessments using NHDES' susceptibility criteria and vulnerability ranking methodology; GIS map(s) showing the updated PCS inventory within source protection areas; GIS data layers and Excel table of PCSs and associated GIS metadata as defined by NHDES, a narrative describing identified threats including the names, locations, and addresses of all PCSs.

### **Task 3: Evaluate Threats**

Using data from Task 2, evaluate and rank threats to source water.

Following the NHDES source water assessment methodology, develop source water assessments for each source by:

- a. Using the susceptibility criteria to rank the threats (high, medium, or low). Other threats not within the NHDES assessment methodology, including security concerns, recreational activities, cyanobacteria, or catastrophic spills will be evaluated using available state and/or local data and through discussions with subject matter experts.

Using available data for land use, land cover, land conservation, and water quality:

- b. Complete an evaluation of water quality and quantity impacts due to potential land use development considering zoning requirements and factors that limit development (slopes, wetlands, access, existing conservation easements, etc.)
- c. Estimate likely impervious surface increases and corresponding reductions in groundwater recharge, considering existing local and state regulatory protections that apply within source protection areas.
- d. Evaluate water quality and how it relates to current or potential threats associated with cyanobacteria blooms.

**Deliverables:** Completed source water assessment and accompanying narrative discussing high and medium ranked threats, and other threats not ranked in the source water assessment. The narrative will include a section regarding potential land use development and water quality impacts, and gaps in existing non-regulatory and regulatory protections.

### **Task 4: Develop Source Water Protection Plan**

Using the results from Tasks 1-3, develop a SWP Plan that identifies threats and outlines mitigation management options. The plan development process and required content will include the following:

- a. A draft outline of the plan will be provided to NHDES for review and comment prior to beginning the plan, and a draft of the plan will be provided to NHDES prior to completing the plan. NHDES will be incorporated into the draft outline/plan.

Grantee Initials

Date

  
5/13/03



- b. A local advisory committee will be formed to review, revise, and comment on the draft outline and plan. The advisory committee will include the Commissioners for the District, member(s) of the Planning Board, Zoning Board, Conservation Commission, and Select Board, and will meet at least four times to discuss the plan.
- c. The plan will state source protection goals and objectives and provide a prioritized list of feasible actions to address priority threats.
- d. The plan will include a strategy to conduct public outreach actions and list educational materials and promotional methods to educate the community concerning best practices for groundwater protection, forestry, residential and commercial water conservation, restrictions, public recreational use, public signage and development of online media.
- e. The plan will clarify responsibilities for obtaining District adoption of the plan, local ownership of the plan, include a timetable for updates and how the plan will continue to be coordinated with other local or regional plans.

**Deliverables:** A draft outline, a draft and final source water protection plan, list of advisory committee members, public meeting dates and minutes.

**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

Date

*R*  
*6/12/03*

**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:

<b>Task Number/Description</b>	<b>Source Water Protection Grant</b>
Task 1: Baseline Mapping & Data Analysis	\$9,000
Task 2: Inventory Potential Contamination Sources	\$3,500
Task 3: Evaluate Threats	\$5,000
Task 4: Develop Source Water Protection Plan	\$7,500
<b>TOTAL</b>	<b>\$25,000</b>

Grantee Initials

Date

Handwritten signature and date: 5/23/2023

CERTIFICATE OF AUTHORITY

I, Lisa Meier, do hereby certify that:

1. I am the duly elected Clerk of the Andover Village District.
2. I sign and maintain, or cause to be maintained, and am familiar with the minutes of the District.
3. I am duly authorized to issue certificates with respect to the contents of such minutes.
4. At its regular meeting held on March 28, 2022, the members of the district voted to grant the Commissioners the authority to apply for funding opportunities, enter into a contract and execute any documents which may be necessary to effectuate same, and to accept and expend monies received from State, Federal, or other governmental or private source, and this authorization remains in full force and effect until it is revoked.
5. This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.
6. The following persons have been elected and now occupies the office indicated in (4) above:  
Toby Locke, Commissioner  
Jeffery Dickinson, Commissioner  
Michael Mori, Commissioner

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk of the Andover Village District, this 23<sup>rd</sup> day of May, 2023.

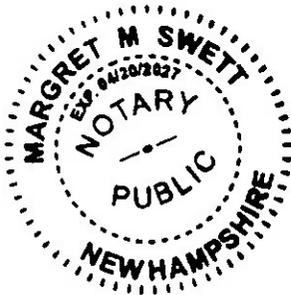
Lisa Meier  
Lisa Meier, Clerk

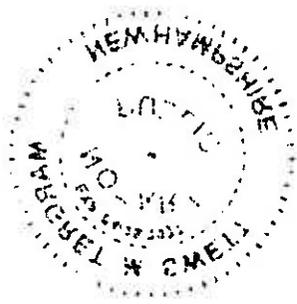
STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

On this 23 day of May, 2023, before me, Lisa Meier, the undersigned officer, personally appeared Lisa Meier who acknowledged herself to be the Clerk of the Andover Village District, and being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I have set my hand and official seal.

Margret Sweet  
Notary Public  
My Commission Expires: 04/20/2027







## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) 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, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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 Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> 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 Primex<sup>3</sup>. 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.

<b>Participating Member:</b> Town of Andover and Andover Village District 31 School Street PO Box 61 Andover, NH 03216		<b>Member Number:</b> 107	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 48 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"/>	<b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2022 7/1/2023	7/1/2023 7/1/2024	Each Occurrence	\$ 5,000,000
				General Aggregate	\$ 5,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
<input checked="" type="checkbox"/>	<b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000  <input type="checkbox"/> Any auto	7/1/2022 7/1/2023	7/1/2023 7/1/2024	Combined Single Limit (Each Accident)	\$5,000,000
				Aggregate	\$5,000,000
<input checked="" type="checkbox"/>	<b>Workers' Compensation &amp; Employers' Liability</b>	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"/>	<b>Property (Special Risk Includes Fire and Theft)</b>	7/1/2022 7/1/2023	7/1/2023 7/1/2024	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
<b>Description:</b> Proof of Primex Member coverage only. Pollution and hazardous waste related liabilities, expenses and claims are excluded from coverage in the coverage document.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
State of New Hampshire Department of Environmental Services 29 Hazen Drive, PO Box 95 Concord, NH 03302-0095			By: <i>Mary Beth Purcell</i>
			Date: 5/24/2023    mpurcell@nhprimex.org
			Please direct inquiries to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-226-2841 phone 603-228-3833 fax

**Attachment A**  
**2023 Local Source Water Protection Grant Rankings**

**Applications and Status**

***Source Protection Planning Projects***

<b>Grant Applicant</b>	<b>Project Location</b>	<b>Grant Amount</b>	<b>Notes</b>	<b>Score</b>
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
Stafford 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**

<b>Grant Applicant</b>	<b>Project Location</b>	<b>Grant Amount</b>	<b>Notes</b>	<b>Score</b>
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**

<b>Name</b>	<b>Department</b>	<b>Bureau</b>	<b>Title</b>	<b>Experience</b>
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)