



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



108

January 22, 2024

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 \$29,945 to complete a project to protect public drinking water supplies in Northwood, effective upon Governor and Council approval through May 31, 2025. 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

FY2024

\$29,945

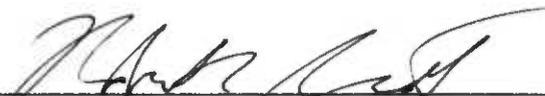
EXPLANATION

The Department of Environmental Services issued a request for proposals for 2024 Local Source Water Protection Grants. These grants are funded by set-asides under the Drinking Water State Revolving Loan Fund. Twenty-one 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 thirteen source protection planning projects and two source security projects. See Attachment A for the full list of grants awarded and list of reviewers.

Strafford Regional Planning Commission (SRPC) will use the source water protection grant funds conduct a septic system inventory in the town of Northwood to determine groundwater contamination susceptibility. SRPC will also produce an outreach and education campaign to educate community members about proper septic system care and maintenance and will create a septic system health ordinance for the Planning Board for review and adoption. A final report will be produced that will include septic system management suggestions for the town, information about funding mechanisms to help with cost sharing replacement programs, and more.

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

We respectfully request your approval of this item.


Robert R. Scott, Commissioner

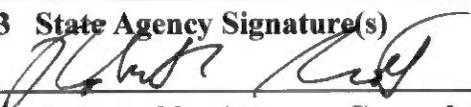
www.des.nh.gov

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • Fax: 271-2867 • TDD Access: Relay NH 1-800-735-2964

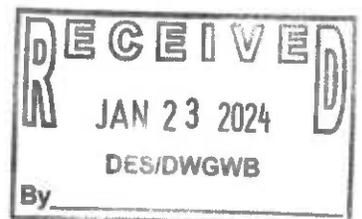
GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name NH Department of Environmental Services		1.2. State Agency Address 29 Hazen Drive, Concord, NH 03302-0095	
1.3. Grantee Name Strafford Regional Planning Commission		1.4. Grantee Address 150 Wakefield St, 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, 2025	1.8. Grant Limitation \$ 29,945
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 Czysty, 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: 1/30/2024	
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").



JMC
1/19/24

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 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 *JMC*
Date 11/9/24

- 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 JRC
 Date 11/19/24

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 *JUC*
Date *1/19/24*

EXHIBIT B
SCOPE OF WORK

Strafford Regional Planning Commission (SRPC) will use New Hampshire Department of Environmental Services (NHDES) grant funds to conduct an inventory of vulnerable septic infrastructure in the Town of Northwood that may be harmful to the town's drinking water. SRPC will create and distribute outreach and education materials for homeowners about proper septic maintenance and will work with the planning board to craft a septic ordinance to be presented to the town's Board of Selectmen for adoption as a health ordinance.

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

Task 1. Develop QAPP

SRPC will work with the Town of Northwood, NHDES, and EPA staff to develop a Quality Assurance Project Plan for the proposed project.

Deliverables: Approved QAPP

Task 2. Form and Engage the Steering Committee

SRPC will convene a steering committee comprised of municipal officials, community water system representatives, and residents. As part of the steering committee meeting process, SRPC will conduct key stakeholder interviews and solicit steering committee participation from owners and operators of the public water systems and the residents they serve. SRPC will convene the steering committee at key points throughout the project process to provide updates and solicit input from the group.

Deliverables: Meeting notes and agendas, steering committee contact list

Task 3. Conduct Septic Outreach Survey

SRPC will develop and distribute a survey to landowners within the four study areas outlined in Task 5 below to collect base information on individual sites. The survey will be prepared in both an online and paper format. The paper format will be mailed to all properties identified in the four selected study areas on Harvey and Northwood Lakes. Respondents will have one month to submit their survey, following which SRPC will compile the findings.

Deliverables: Community survey and results summary (draft provided to NHDES to review prior to distribution)

Task 4. Develop the Data Collection Platform

SRPC will prepare a parcel-based septic system database and mechanism for collecting septic information for properties surrounding Northwood Lake, Harvey Lake, and properties within the

Grantee Initials JNC
Date 1/19/24

associated public water systems and their wellhead protection areas. This includes setting up an inventory form in Survey123 or ArcCollector that can be easily used to input geospatial information with complete attributes.

Deliverables: Septic infrastructure data collection form

Task 5. Collect Data

SRPC will research septic system permit information for each parcel within the project study areas to obtain and categorize data on infrastructure issues, which will include, as available, design suitability, installation quality, maintenance/repair history, and age of system.

Steps to inventory and identify septic infrastructure include:

1. Permit research conducted through NHDES OneStop for each parcel;
2. Review town hall records for locations not found in OneStop;
3. Input septic system information into the database created in Task 4.

SRPC will apply this process to the four identified study areas:

Task 5A: Cow-Brown & Smith Hall WHPAs, Harvey Lake

Study Area 1 is defined as the 54 parcels within the two wellhead protection areas (WHPA) adjacent to Harvey Lake (PWS ID#s 1795020 and 1795040).

Task 5B: Balance of Harvey Lake

Study Area 2 is defined as the additional 65 parcels along Harvey Lake.

Task 5C: Taskers WHPA (Loon Estates), Northwood Lake

Study Area 3 includes the 159 parcels within the WHPA for PWS ID# 1793020 adjacent to Northwood Lake.

Task 5D: Balance of Northwood Lake

Study Area 4, the balance of Northwood Lake, is defined as the additional 181 parcels directly adjacent to the lake.

Deliverables: Septic infrastructure database

Task 6. Demographics and Environmental Vulnerability

SRPC will create a series of maps that highlight soils and environmental risks, for example: soil drainage, floodplains, wellhead protection areas, as well as demographic data (US Census Bureau's 2020 Decennial and 2022 American Community Survey). Additionally, SRPC will develop co-occurrence maps to identify the areas of highest risk to local drinking water sources as it relates to septic infrastructure stability and environmental threats and the presence of potentially vulnerable populations. This information will be used to generate GIS co-occurrence mapping results that identify critical vulnerabilities.

Grantee Initials JnC
Date 1/19/24

Deliverables: Demographic and environmental vulnerability map sets

Task 7: Prepare Septic Risk by Parcel Map and Report

Using the work developed in Tasks 4 through 6, SRPC will calculate an area weighted rank for each parcel, based on the underlying soil and environmental risk factors and population vulnerability, resulting in each parcel having an associated environmental risk factor from system failures. SRPC will use data from Task 5 to identify areas at additional risk due to the potential lack of resources to maintain septic infrastructure. The results will be compiled into a succinct report and series of maps.

Deliverables: Contamination susceptibility maps, final report

Task 8: Conduct Outreach and Education Campaign

SRPC will develop and provide outreach materials that promote homeowner education and awareness regarding the proper care of their septic systems. One such opportunity is SepticSmart week the third week of September. SRPC will use preliminary survey findings (Task 3) to identify key issues and opportunities that can be addressed through a coordinated weeklong outreach and education campaign conducted concurrently with SepticSmart week. Additionally, SRPC will summarize and present their findings through Task 7 to the steering committee and members of the public.

Deliverables: SepticSmart campaign materials, final report presentation

Task 9: Develop a Septic Ordinance

SRPC will work with the Planning Board to craft a septic ordinance that can be presented to the Board of Selectmen for adoption as a Health Ordinance under NH RSA 147:1. This ordinance will aim to provide continued maintenance of septic systems and a framework for remediation where warranted to protect against health hazards and pollution of Northwood's water bodies.

Deliverables: Septic ordinance (a draft will be provided for NHDES review and comment prior to finalization)

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 JnC
Date 9/19/24

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: Develop QAPP	\$3,009
Task 2: Form & Engage the Steering Committee	\$2,316
Task 3: Conduct Septic Outreach Survey	\$1,985
Task 4: Develop Data Collection Platform	\$1,026
Task 5A: Collect Data for Study Area 1	\$1,956
Task 5B: Collect Data for Study Area 2	\$1,994
Task 5C: Collect Data for Study Area 3	\$4,089
Task 5D: Collect Data for Study Area 4	\$4,804
Task 6: Demographic and Environmental Vulnerability	\$2,211
Task 7: Prepare Septic Risk Maps and Report	\$3,440
Task 8: Outreach and Education Campaign	\$1,052
Task 9: Develop a Septic Ordinance	\$2,063
TOTAL	\$29,945

Grantee Initials *JNC*
Date *1/19/24*

CERTIFICATE OF VOTE

I, **David Landry**, hereby certify that I am duly elected Chairperson 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 January 19, 2024, 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: January 19, 2024

ATTEST:

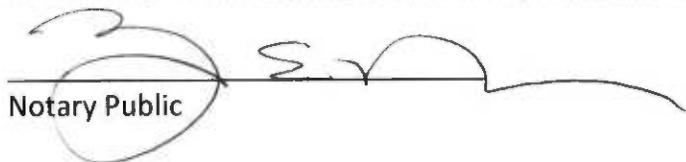


David A. Landry, Chairperson, Strafford Regional Planning Commission

State of New Hampshire, County of Strafford

On this the 19 day of January, 2024, before me, David Landry, personally appeared, who acknowledged himself to be the Chairperson of the Strafford Regional Planning Commission, being authorized so to do, execute the foregoing instrument for the purpose therein contained.

IN WITNESS THEREOF, I hereunto set my hand and seal.


Notary Public

(seal)

Megan E. Taylor-Fetter

State of New Hampshire

Notary Public - Justice of the Peace

My Commission Expires March 3, 2026



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Strafford Regional Planning Commission 150 Wakefield Street, Suite 12 Rochester, NH 03867		Member Number: 562	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:		
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2023	7/1/2024	Each Occurrence	\$ 2,000,000	
			General Aggregate	\$ 10,000,000	
			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	7/1/2023	7/1/2024	Combined Single Limit (Each Accident)	\$2,000,000	
			Aggregate	\$10,000,000	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2024	1/1/2025	<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)	7/1/2023	7/1/2024	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: 1/18/2024 mpurcell@nhprimex.org Please direct inquires to: Primex³ 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
2024 Local Source Water Protection Grant Rankings

Applications and Status

Source Protection Planning Projects

Grant Applicant	Project Location	Grant Amount	Notes	Score
Swains Lake Village Water District	Barrington	\$22,125	<i>Approved</i>	106
Southeast Land Trust of New Hampshire	Exeter	\$25,000	<i>Approved</i>	100
Southeast Land Trust of New Hampshire	Rochester	\$25,000	<i>Approved</i>	97.5
Town of Conway	Conway	\$14,000	<i>Approved</i>	95.5
Moose Mountain Regional Greenways	Farmington & Strafford	\$25,000	<i>Approved</i>	94
Town of Stratham	Stratham	\$16,950	<i>Approved</i>	90
Manchester Water Works	Manchester	\$25,000	<i>Approved</i>	88
Rockingham Planning Commission	Newton & South Hampton	\$20,011	<i>Approved</i>	86
Town of Epsom	Epsom	\$25,000	<i>Approved</i>	74.5
Emerald Lake Village District	Hillsboro	\$11,621	<i>Approved</i>	73
Town of Salem	Salem	\$29,283	<i>Approved</i>	71
Strafford Regional Planning Commission	Northwood	\$29,945	<i>Approved</i>	67
Town of Amherst	Amherst	\$30,000	<i>Approved</i>	66.5
Barnstead School District	Barnstead	\$25,000	<i>Not approved</i>	58
City of Keene	Keene	\$12,600	<i>Not approved</i>	55.5
City of Keene	Keene	\$17,850	<i>Not approved</i>	52
Monadnock Conservancy	Bennington	\$25,000	<i>Not approved</i>	0
Trust for Public Lands	Exeter	\$25,000	<i>Not approved</i>	0
Crossing Life Church	Windham	\$25,000	<i>Not approved</i>	0

Attachment A
2024 Local Source Water Protection Grant Rankings

Source Security Projects

Grant Applicant	Project Location	Grant Amount	Notes	Score
Merrimack Village District	Merrimack	\$10,137	<i>Approved</i>	20.5
Merrimack Village District	Merrimack	\$16,724	<i>Approved</i>	19.5

Grant Reviewer List

Name	Department	Bureau	Title	Experience
Pierce Rigrod	NHDES	Drinking Water & Groundwater Bureau	Supervisor VII	Grant Project Management (19 years)
Melissa Macheras	NHDES	Drinking Water & Groundwater Bureau	Program Specialist III	Grant Project Management (3 years)