The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

102F

April 29, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services to award a grant to the Town of Stratham, (VC#-177230-B001), Stratham, NH, in the amount of $91,950, to protect approximately 18 acres, of which 15 acres are within the wellhead protection area of the Stratham Memorial School, which operates the largest public drinking water system in the Town of Stratham, effective upon Governor and Council approval through March 31, 2025. 100% Drinking Water and Groundwater Trust Fund.

Funding is available in the following account:

	FY 2024
03-44-44-444010-7428-073-500581	$91,950

Dept. Environmental Services, Drinking Water and Groundwater Trust Fund, Grants Non-Federal

EXPLANATION

The Drinking Water and Groundwater Trust Fund (DWGTF) was created in 2016, using $276 million of MtBE trial judgment funds, as authorized by RSA 485-F. The purpose of the DWGTF is to provide sustainable, long-term funding for the protection, preservation, and enhancement of the drinking water and groundwater resources of the State. The Drinking Water and Groundwater Advisory Commission (Advisory Commission) was established to administer the DWGTF and to provide guidance to the State on the use of the funds.

On November 20, 2023, the Advisory Commission voted to authorize grants for eleven drinking water source protection projects. The Town of Stratham's request for $91,950 was selected for grant funding from the DWGTF to purchase in-fee simple and protect with deed restrictions +/- 18 acres of land, of which 15 acres are within the wellhead protection area of the Stratham Memorial School, which operates the largest public water system in the Town of Stratham. The Stratham Select Board, Stratham Conservation Commission and the Stratham Memorial School submitted letters to the Advisory Commission supporting this project.

The total project cost for the Town of Stratham to purchase the property is $189,400. The DWGTF will provide $91,950 with $97,450 in match provided by the Town of Stratham from other funding sources. The purchase price of the property is based on a recent appraisal of fair market value.

Attachment A contains a map showing the relationship of the land to the protected water supply source. In the event that these funds become no longer available, general funds will not be requested to support this project. This agreement has been approved by the Attorney General's Office as to form, substance, and execution.

We respectfully request your approval.

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 Town of Stratham		**1.4. Grantee Address** 10 Bunker Hill Ave., Stratham, NH 03885	
1.5 Grantee Phone # 603-772-7391 x 147	**1.6. Account Number** 03-44-44-444010-7428-073	**1.7. Completion Date** 3/31/2025	**1.8. Grant Limitation** $91,950
1.9. Grant Officer for State Agency Laura.M.Weit-Marcum@des.nh.gov		**1.10. State Agency Telephone Number** (603) 271-2862	
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** David Moore, Town Administrator	
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	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) **By:** Melissa Telles **Assistant Attorney General, On:** 5/10/24			
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").

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.

EFFECTIVE DATE: COMPLETION OF PROJECT.

1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership

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

8.1. PERSONNEL.

The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized

8.2. to perform such Project under all applicable laws.

The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with

8.3. the State, or who is a State officer or employee, elected or appointed.

The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant

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

9.1. DATA: RETENTION OF DATA: ACCESS.

As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

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

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

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

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

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

11. EVENT OF DEFAULT: REMEDIES.

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

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

11.1.2 Failure to submit any report required hereunder; or

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

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

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

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

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

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

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

12. TERMINATION.

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

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

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

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

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

Grantee Initials PS.M
Date 3/22/24

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 intend of the parties hereto.

22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Grantee Initials D.SM

Date 3/22/24

EXHIBIT A

SPECIAL PROVISIONS

Town of Straham

1. Not applicable.

Grantee Initials D.S.M
Date 3/22/24

EXHIBIT B

SCOPE OF SERVICES

Town of Stratham

Conservation Interest Instrument Requirements as set forth in Env-Dw 1303.09(b)(4) and Env-Dw 1002.24, as follows:

1. The Grantee shall use the grant funds to acquire a certain property in the Town (City) of Stratham, Rockingham County, State of New Hampshire, consisting of approximately 17.6 acres and designated on current Stratham Tax Map 18 as Lot 41 (the "Property") by warranty deed and restrictions set out in Paragraph 2 below.

2. The Grantee shall preserve and maintain the Property for water supply protection consistent with the following restrictions pursuant to N.H. RSA 485-F:

   A. All uses of the Property must be consistent with the purposes of N.H. RSA 485-F;

   B. The Property may be used to site a public water supply source in the future and no other restriction, easement, agreement, or encumbrance may preclude the Property's use as a public water supply source;

   C. No industrial or commercial activities or improvements shall occur on the Property except in conjunction with any water supply, agricultural, forestry, wildlife habitat management, ecological restoration, or outdoor recreational activities;

   D. No land surface alterations shall occur on the Property such as filling, excavation, mining, and dredging except in conjunction with any water supply, agricultural, forestry, wildlife habitat management, ecological restoration, or outdoor recreational activities;

   E. No wastes generated off the Property shall be disposed of or discharged on the Property;

   F. No hazardous substances shall be stored, applied, or disposed of on the Property, except in conjunction with any water supply, agricultural, forestry, or outdoor recreational activities that do not threaten water supply protection; and

   G. No motorized vehicles shall be allowed on the Property for recreational purposes, except that snowmobiles, as defined in NH RSA 215-A:1, XIII may be allowed if they are operated only on snow and ice outside of the sanitary protective area of public water supply well(s), more than 250 feet from a surface water body being used as a public water supply; more than 100 feet from tributaries contributing to such water bodies, except when crossing such tributaries, and only on designated trails depicted on a plan approved by the N.H. Department of Environmental Services;

   H. No acts or uses shall occur on the Property that would:
      i. Degrade the water quality such that the standards set for public drinking water by the N.H. Department of Environmental Services would be threatened;
      ii. Cause an unsustainable quantity of water to be withdrawn;
      iii. Harm state or federally recognized rare, threatened, or endangered species.

3. Permitted activities on the Property shall include:

   A. Withdrawal of surface water and/or groundwater on a sustainable yield basis and removal of said water from the Property only for the purpose of supplying a public water system, as defined by N.H. RSA 485:1-a, XV, as it may be amended from time to time; and

Grantee Initials D.SM
Date 3/22/24

B. Agriculture, forestry, wildlife habitat management, ecological restoration, and outdoor recreation conducted in accordance with a stewardship plan prepared for the Property and with the State of New Hampshire best management practices then applicable.

4. The State of New Hampshire, through the N.H. Department of Environmental Services, the N.H. Drinking Water and Groundwater Advisory Commission, or the N.H. Office of the Attorney General, shall have a right of reasonable access to the Property and all of its parts for such inspection as is necessary to determine compliance with and enforce and defend the terms of this Agreement, to exercise the rights conveyed hereby and to carry out the duties of the State of New Hampshire as Grantor.

5. Prior to any transfer of the Property, Grantee shall provide the N.H. Department of Environmental Services at least 30-days advance notice of the proposed transfer, including the name, address, and phone number of the proposed transferee and a copy of the proposed Deed.

6. Grantee shall ensure that any transfer of the Property shall be subject to perpetual Conservation Restrictions, pursuant to RSA 477:45-47, which Conservation Restrictions shall include, at a minimum, the rights and restrictions set out in Paragraphs 2–4, above, and a third-party right of enforcement in said Conservation Restrictions granted to the State of New Hampshire, acting through the N.H. Department of Environmental Services, the N.H. Drinking Water and Groundwater Advisory Commission, or the N.H. Office of the Attorney General. No transfer of the Property shall be effective without the N.H. Department of Environmental Services' prior written approval of the required Conservation Restrictions.

Grantee Initials JSM.
Date 3/22/24

EXHIBIT C

GRANT AMOUNT & PAYMENT SCHEDULE

Town of Stratham

Payment in the amount of $91,950 shall be made to the Town of Stratham upon receipt of the following:

1. Survey of the parcel of land as specified in Env-Dw 1303.09(b)(1).

2. A copy of the appraisal as specified in Env-Dw 1303.09(b)(2).

3. Title examination as specified in Env-Dw 1303.09(b)(3).

4. Acceptable stewardship plan for the property that ensures the permanent protection of the water supply as specified in Env-Dw 1303.09(b)(6).

5. Completed baseline documentation report, which indicates the current condition of the property as specified in Env-Dw 1303.09(b)(6).

6. Documentation to support the match of $97,450 provided by grantee.

7. The recorded copy of the deed conveying the Property to the Town of Stratham and a recorded copy of this Grant Agreement.

Grantee Initials JSM
Date 3-22-24

Certificate of Vote of Authorization

TOWN OF STRATHAM
10 BUNKER HILL AVENUE, STRATHAM, NH 03885

I, Christiane McAllister of the Town of Stratham do hereby certify that: do hereby certify that: (1) at the Town meeting held March 11, 1994, the Town Select Board voted to authorize Stratham to apply for, accept and expend money from the state, federal, or other governmental unit or a private source, which becomes available during the fiscal year; (2) at the meeting on February 20, 2024, the Town of Stratham Select Board, agreed to receive a Drinking Water and Groundwater Trust Fund – Source Water Protection Grant from NH Department of Environmental Services in the amount of $91,950 (DES) to fund a property acquisition for property located "off High Street" owned by Ross Revocable Trust.

The Town of Stratham further authorized the Town Administrator, David Moore, to execute any documents which may be necessary to effectuate this grant agreement.
IN WITNESS WHEREOF, I have hereunto set my hand as Christiane McAllister of Town of Stratham, the 22nd day of March 2024.

Christiane McAllister Signature: Christiane McAllister

STATE OF NEW HAMPSHIRE, County of Rockingham

On this 22 day of March 2024, Karen Richard, before me (Notary Public) the undersigned Officer, personally appeared. Christiane McAllister, who acknowledged herself to be the Finance Administrator of Town of Stratham, being authorized so to do, execute the foregoing instrument for the purpose therein contained.

In witness thereof, I have set my hand and official seal. Notary Public my commission expires: 9/7/27

Karen A. Richard

KAREN A. RICHARD
STATE OF NEW HAMPSHIRE
MY COMMISSION EXPIRES SEPT. 7, 2027
JUSTICE OF THE PEACE

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Town of Stratham 10 Bunker Hill Avenue Stratham, NH 03885	301	NH Public Risk Management Exchange - Primex³ 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:	
X	**General Liability (Occurrence Form)**	1/1/2024	1/1/2025	Each Occurrence	$2,000,000
	Professional Liability (describe)			General Aggregate	$10,000,000
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
X	**Automobile Liability** Deductible Comp and Coll: $1,000	1/1/2024	1/1/2025	Combined Single Limit (Each Accident)	$ 2,000,000
	Any auto			Aggregate	$ 10,000,000
X	**Workers' Compensation & Employers' Liability**	1/1/2024	1/1/2025	X Statutory	
				Each Accident	$2,000,000
				Disease – Each Employee	$2,000,000
				Disease – Policy Limit	
X	**Property (Special Risk includes Fire and Theft)**	1/1/2024	1/1/2025	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.

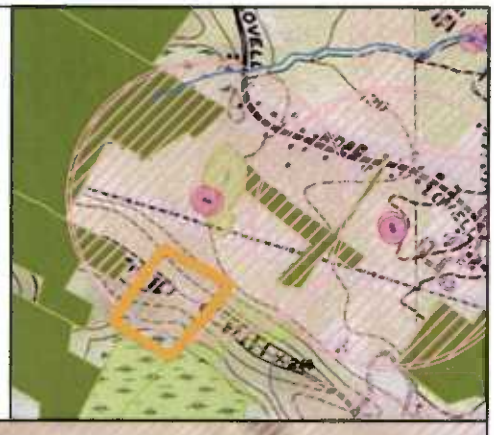
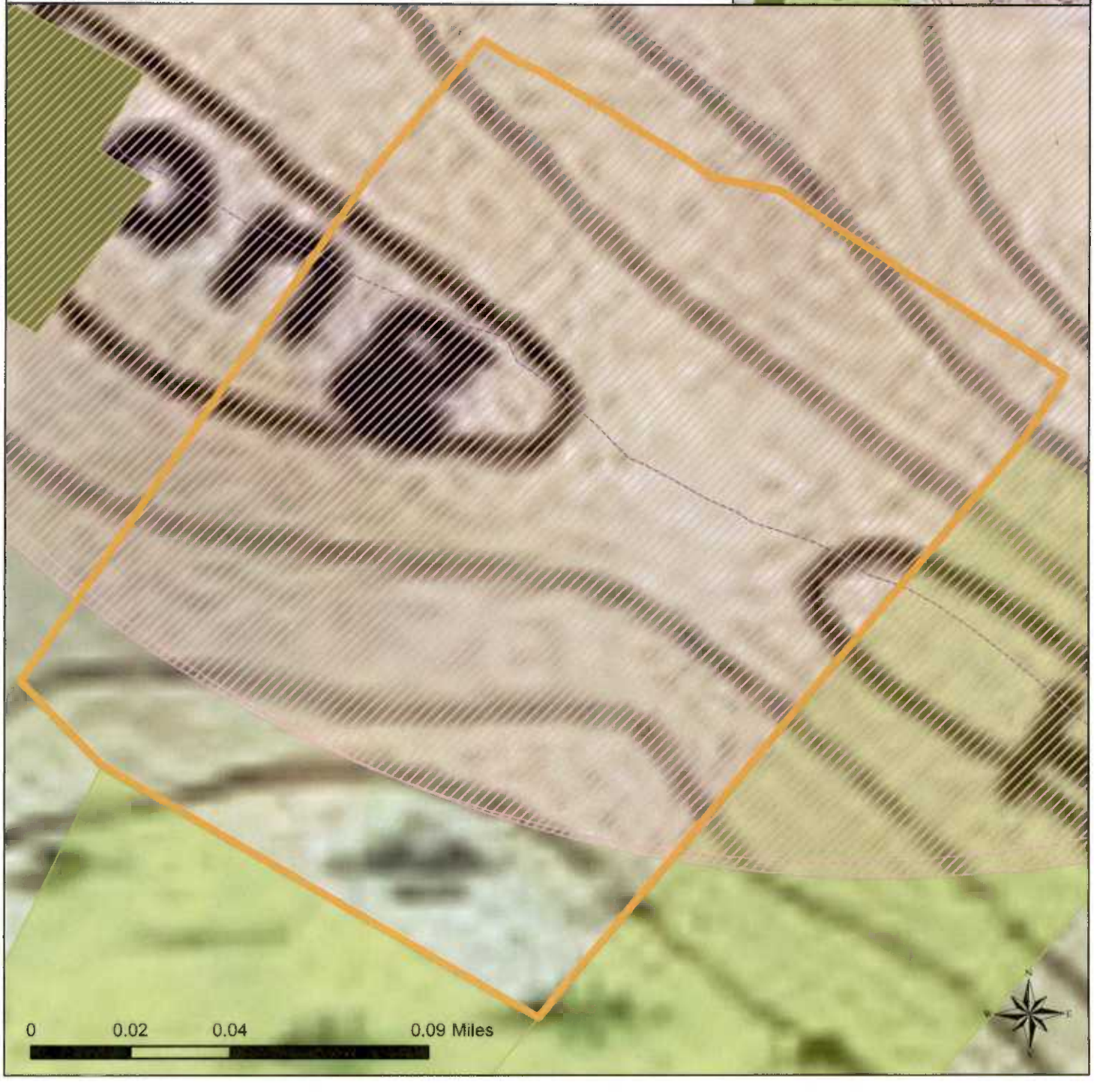
CERTIFICATE HOLDER:	☐ **Additional Covered Party**	☐ **Loss Payee**	**Primex³ – NH Public Risk Management Exchange**
			By: Mary Beth Purcell
State of New Hampshire NH Dept. of Environmental Services 29 Hazen Drive PO Box 95 Concord, NH 03302-0095			**Date:** 3/22/2024 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

Attachment A - Town of Stratham - Ross
Stratham Memorial School WHPA

Legend

- Town of Stratham - Ross
- Public Water Supply Wells
- Water Supply Intake Protection Areas
- Sanitary Protection Areas
- Hydrologic Areas of Concern (HACs)
- Wellhead Protection Areas (WHPAs)
- High-Yield Stratified-Drift Aquifer (GA2)
- Conservation Lands
- Permanently Conserved Lands
- Town Boundaries

Protected Water Supplies:
Stratham Memorial School WHPA

Total Project Acres: 17.63

High-Priority Water Supply Lands:
HAC Acres: 0 (0%)
WHPA Acres: 14.8 (83.95%)
GA2 Acres: 0 (0%)