



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



84E

May 23, 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 Town of Salem (VC # 177472 B001) in the amount of \$29,283 to complete a project to protect public drinking water supplies in Salem, 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

\$29,283

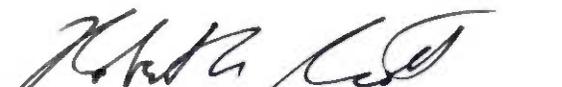
EXPLANATION

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.

The Town of Salem will use the source water protection grant funds to identify potential sources of nutrient loading to Arlington Mill Reservoir through the development of a Nutrient Source Identification Report. Arlington Mill Reservoir experienced cyanobacteria blooms from May through October 2023. This project will review data and generate a report that will include suggestions for nutrient load reduction practices throughout the watershed.

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.

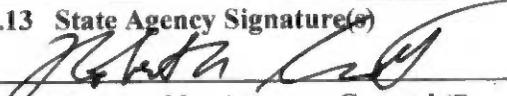
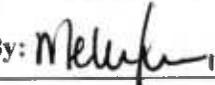
We respectfully request your approval of this item.


Robert R. Scott, Commissioner

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 Salem | | 1.4. Grantee Address 33 Geremonty Drive, Salem, NH 03079 | |
| 1.5. Grantee Phone # 603-890-2033 | 1.6. Account Number 03-44-44-441018-5564-072 | 1.7. Completion Date May 31, 2025 | 1.8. Grant Limitation \$ 29,283 |
| 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 Joseph DeWine / Interim Town Manager | |
| 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:  Melissa Fyles Assistant Attorney General, On: 5/29/24 | | | |
| 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 A (the scope of work being hereinafter referred to as "the Project").

3 AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE COMPLETION OF PROJECT.

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

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

5 GRANT AMOUNT LIMITATION ON AMOUNT VOUCHERS PAYMENT

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

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

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

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

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

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

7 RECORDS and ACCOUNTS

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

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

9.1 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

Grantee Initials *DND*
Date *5-22-21*

- 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 JD
 Date 5/20/14

EXHIBIT A
SPECIAL TERMS AND CONDITIONS

Town of Salem:

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 JS
Date 5/22/14

EXHIBIT B
SCOPE OF WORK

The Town of Salem will use New Hampshire Department of Environmental Services (NHDES) grant funds to identify potential sources of nutrient loading to Arlington Mill Reservoir through the development of a Nutrient Source Identification Report (NSIR). Arlington Mill Reservoir is a critical water supply source for the Town of Salem, generally used from October through April. The reservoir experienced cyanobacteria blooms in 2023 from May through October which are harmful to the environment and render the water body unsafe for recreation and necessitate enhanced water treatment. This project will help to identify sources of nutrient pollution that may be causing these cyanobacteria blooms and determine steps for mitigation in the watershed.

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

Task 1. Review Available Reports and Sampling Data

Previous reports and sampling data for Arlington Mill Reservoir will be collected and synthesized, including available water quality studies, in-lake sampling data, sampling data collected as part of compliance with the Town's 2016 MS4 permit, and previous sampling reports developed for the lake. The report will establish catchment areas using existing data and provide complete citation of all report and data sources reviewed and to be used in the project. A summary of this review will be provided to NHDES for comment prior to finalization.

Deliverables: Map showing the catchments areas and detailed summary of relevant sampling results and general findings drawn from the review.

Task 2. Calculate the Nutrient Loading for Drainage Catchment Areas and Overland Areas

GIS mapping for the Town's drainage system will be used to characterize each catchment area discharging to the reservoir to determine catchments' land use, impervious coverage, and soil type. Using this information and the pollutant load export rates included in the 2017 NH MS4 permit, nutrient loading estimates will be calculated for each drainage catchment.

Deliverables: Nutrient loadings for each catchment area within the watershed along with a summary letter report as to the findings associated with this task.

Task 3. Prioritize Tributary Areas with High Nutrient Loading

Catchments will be ranked based on the pollutant loading calculations to determine which areas of the watershed contribute the greatest amount of nutrients in stormwater runoff to Arlington Mill Reservoir.

Deliverables: Updated map of Salem's drainage system, catchment ranking matrix with pollutant calculations

Grantee Initials JTO
Date 5/22/24

Task 4. Septic System Inventory

A septic system inventory will be conducted to identify any septic systems that are within 250 feet of Arlington Mill Reservoir and are more than 25 years old. Available records from the Town of Salem and the New Hampshire Department of Environmental Services will be utilized to complete the septic system inventory. A ranking matrix will be created to identify parcels of highest nutrient pollution potential.

Deliverables: Parcel ranking matrix

Task 5. Develop Nutrient (Nitrogen/Phosphorous) Source Identification Report (NSIR)

Once catchments have been ranked based on their likelihood to generate non-point source nutrient pollution and impact water quality in Arlington Mill Reservoir, the Arlington Pond Protective Association will be engaged to provide input on the findings. After their review, structural and non-structural best management practices (BMPs) will be identified and prioritized for higher ranking catchment areas and/or areas highlighted by the Arlington Pond Protective Association. Potential opportunities to retrofit existing drainage infrastructure with structural BMPs will be identified utilizing a desktop analysis that considers parcel size, existing land use, soil type, and available open space.

The Town of Salem will compile the deliverables of Tasks 1-4 into the NSIR that follows the content and structure consistent with federal MS4 permit requirements. This will include outlining areas of concern that contribute excessive nutrient loading to Arlington Mill Reservoir and suggesting an actionable timeline for nutrient load reduction across the watershed through the implementation of structural and non-structural BMPs. As part of the NSIR, recommended public education and outreach strategies will be identified based on the findings of the report.

Deliverables: Nutrient Source Identification Report

Task 6. Meetings

Two organized virtual meetings will be held with key parties from the project team and NHDES. One meeting will be held as part of the project kick-off and a second meeting when Task 5 is completed, or at any point where previously submitted reports/data that are defined deliverables require communication with NHDES.

Deliverables: Meeting agendas and notes, invoices/financial reports, disbursement requests

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: JD
Date: Steen

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: Review Available Reports and Sampling Data | \$2,211 |
| Task 2: Calculate Nutrient Loading for Drainage Catchment and Overland Areas | \$2,769 |
| Task 3: Prioritize Tributary Areas with High Nutrient Loading | \$4,596 |
| Task 4: Perform Septic Inventory | \$5,159 |
| Task 5: Develop Nutrient Source Identification Report | \$12,939 |
| Task 6: Meetings | \$1,609 |
| TOTAL | \$29,283 |

Grantee Initials hro
Date 5/21/14



TOWN OF SALEM, NEW HAMPSHIRE

33 GEREMONTY DRIVE, SALEM, NH 03079

(603) 890-2120 · FAX: (603) 890-2220

www.salemnh.gov

Certificate of Vote of Authorization

**Town of Salem NH
33 Geremonty Drive
Salem NH 03079**

I, Susan M. Wall, Town Clerk, Town of Salem NH do hereby certify that at a meeting held on April 15, 2024, the Salem, NH Town Council voted to enter into a grant agreement with the State of New Hampshire, Department of Environmental Services pertaining to the 2024 Local Source Water Protection Grant SWP-373.

The Salem, NH Town Council further authorized Interim Town Manager, Joseph R, Devine to execute any documents which may be necessary to effectuate this grant agreement.

On May 20, 2024, the Town Council authorized the acceptance of a grant in the amount of \$29,283 from NH Department of Environmental Services, Local Source Water Protection Grant to fund the Arlington Mill Reservoir Study

IN WITNESS WHEREOF, I have hereunto set my hand as the Town Clerk of Salem, New Hampshire on this 22 day of May, 2024.

Susan M Wall
Susan M. Wall, Town Clerk

**State: New Hampshire
County: Rockingham**

On this 22nd day of May 2024, before me, Maureen R. Witley, the undersigned officer, personally appeared Susan M. Wall, Town Clerk, known to me to be the person whose name is signed on the foregoing document and acknowledged to me that she signed voluntarily for its stated purpose and that it was her free act and deed.

In witness thereof, I hereunto set my hand and official seal.



Maureen R. Witley
Justice of the Peace/Notary

My Commission Expires: _____
MAUREEN R. WITLEY
Notary Public - New Hampshire
My Commission Expires January 8, 2025



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: Town of Salem 33 Geremonty Drive Salem, NH 03079 | | Member Number: 285 | 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) | 7/1/2023 | 7/1/2024 | Each Occurrence | \$ 2,000,000 |
| <input type="checkbox"/> | Professional Liability (describe) | | | General Aggregate | \$ 10,000,000 |
| <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence | | | | Fire Damage (Any one fire) | |
| | | | | Med Exp (Any one person) | |
| <input checked="" type="checkbox"/> | Automobile Liability | 7/1/2023 | 7/1/2024 | Combined Single Limit (Each Accident) | \$2,000,000 |
| Deductible Comp and Coll: \$1,000 | | | | Aggregate | \$10,000,000 |
| <input type="checkbox"/> Any auto | | | | | |
| <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 |
| <p>Description: Proof of Primex Member coverage only. Pollution and hazardous waste related liabilities, expenses and claims are excluded from coverage in the coverage document.</p> | | | | | |

| | | | |
|---|---------------------------------|-------------------|--|
| CERTIFICATE HOLDER: | Additional Covered Party | Loss Payee | Primex³ - NH Public Risk Management Exchange |
| State of New Hampshire, Department of Environmental Services 29 Hazen Drive, P.O. Box 95 Concord, NH 03302-0095 | | | By: <i>Mary Beth Percell</i> |
| | | | Date: 2/7/2024 mpurcell@nhprimex.org |
| | | | Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax |

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) |