The State of New Hampshire



DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner

April 18, 2013

Her Excellency, Governor Margaret Wood Hassan and the Honorable Council State House Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to award a Local Source Water Protection grant to the Strafford Regional Planning Commission, (Vendor Code #155570), Rochester, NH in the amount of \$10,095.00 to complete a project to protect public drinking water systems, effective upon Governor and Council approval through December 31, 2014. 100% Federal Funds.

Funding is available in the account as follows:

03-44-44-442010-4718-072-500574

FY 2013 \$10,095.00

Dept Environmental Services, DWSRF Administration, Grants-Federal

Zmack

EXPLANATION

The Department of Environmental Services issued a request for proposals for 2013 Local Source Water Protection Grants. These grants are funded by set-asides under the Drinking Water State Revolving Loan Fund. They can be used to develop and implement protection plans for active sources of public drinking water. Sixteen 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 the available federal funding, the Department determined that it could offer grants to seven source protection planning projects and three source security projects. The Department intends to support the remaining eligible projects through separate requests. See attachment A for the proposal rankings and list of reviewers.

The Strafford Regional Planning Commission will use the grant funds work with the Oyster River Local Advisory Committee and the DES Rivers Program to assist in the development and adoption of a River Corridor Management Plan for the Oyster River which is the drinking water supply for the Town of Durham and University of New Hampshire.

In the event that federal funds no longer become available, general funds will not be requested to support this program.

We respectfully request your approval.

Thomas S. Burack Commissioner

DES Web Site: www.des.nh.gov

P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095

Telephone: (603) 271-2513 Fax: (603) 271-5171 TDD Access: Relay NH 1-800-735-2964

Subject: Strafford Regional Planning Commission

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	1 1 State Agency Address						
NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03301					
1.3 Grantee Name		1.4 Grantee Address					
1.5 Effective Date	1.6 Completion Date	150 Wakefield Street, Suite #12, Rochester, NH 03867 1.7 Audit Date 1.8 Price Limitation					
Upon G&C Approval	December 31, 2014	1.7 Audit Date 1.8 Price Limitation \$10,095.00					
1.9 Grant Officer for State A		1.10 State Agency. Te					
Johnna McKenna	gency	603-271-7017	rephone Mumber				
NH Department of Environment	ntal Services	003 271 7017					
I.ll Grantee Signature	lier	1.12 Name & Title of	Grantee Signor , XeCytul Ditee 100				
1.13 Acknowledgment: State	of New Hampshire,	County of Seaffo	rd				
On 22523 before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. 1.13.1 Signature of Notary Public or Justice of the Peace TAMMY BUTT Notary Public - New Hampshire							
[SEAL]	ing Bust	W	y Commission Expires June 6, 2017				
1.13.2 Name & Title of Notar	v Public or Justice of the	Peace					
	mmy Bott, Iii						
1.14 State Agency Signature(s)	1.15 Name/Title of State	e Agency Signor(s)				
Thomas S. Burack, Commissioner NH Department of Environmental Services							
1.16 Approval by Attorney General (Form, Substance and Execution)							
By: $Y-9-13$							
1.17 Approval by the Governor and Council							
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"), pursuant to RSA 21-O, 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 referred to as "the Project").
- 3. <u>AREA COVERED.</u> 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 in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as the "Effective Date").
- 4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as the "Completion Date").

5. GRANT AMOUNT: LIMITATION ON AMOUNT: PAYMENT.

- 5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B
- 5.3 In accordance with the provisions set forth in EXHIBIT B, 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, compensation 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 statues, 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.

7. RECORDS AND ACCOUNTS.

- 7.1 Between the Effective Date and the date seven (7) years after the Completion Date 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, at any time during the Grantee 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 or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, Cont 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 general 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 such 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 Grantee officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grantee 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 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, papers, 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;
- 11.1.4 failure to perform any of the other covenants and conditions of this
- 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 Grantee 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 or employee of the Grantee and no representative, officer of 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 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 interests 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, or subcontractors, 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 it's 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 subgranteed by the Grantee other than as set forth in Exhibit A 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 or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee of 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 AND BOND.

- 17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following incurance:
- 17.1.1 statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 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 18.1 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. Each policy shall contain a clause prohibiting cancellation of modification of the policy earlier than ten (10) days after written notice the of has been received by the State.
- 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 or 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. <u>NOTICE</u>. Any notice by a party hereto 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.<u>AMENDMENT.</u> 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.

- 21. <u>CONSTRUCTION OF AGREEMENT AND TERMS.</u> 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.



EXHIBIT A SCOPE OF WORK

Strafford Regional Planning Commission:

The Strafford Regional Planning Commission (SRPC) will use the grant funds to work with the Oyster River Local Advisory Committee (ORLAC) and the DES Rivers Program to assist in the development and adoption of a River Corridor Management Plan for the Oyster River which is the drinking water source for the Town of Durham and UNH. The Management Plan will identify short-term, intermediate and long-term goals for the river and watershed protection along with strategies to address them. SRPC will coordinate with the Town of Durham and summarize that coordination in quarterly reporting, which is already focusing on a watershed wide management plan to control nitrogen levels and implement strategies that are water quality based. SRPC will notify DES in advance of meetings with the Town as they develop the plan with the focus on complementing efforts at the Town level and UNH research programs to create a more comprehensive corridor management plan for the river and its resources.

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

1. Information Gathering

a. Property Owner Mailout/Mailback Survey

SRPC staff will prepare a property owner survey for the Oyster River corridor. This survey will test for changes in land use and property owner concerns from a prior survey completed in 2001. Additionally it will include questions related to the management plan and its implementation. SRPC staff will prepare the survey and review it with the ORLAC. The survey will be printed and mailed out with a mail back response letter using vendor services. SRPC staff will compile and analyze responses and provide a report to ORLAC, which will be included as an appendix of the plan.

b. Conservation Commission, ORLAC, and Oyster River Watershed Association Meetings (ORWA)

SRPC staff will meet with the ORLAC's partners – the three Conservation Commissions and ORWA – all of which have similar goals and purposes in regards to the protection of the Oyster River water quality. ORLAC members will attend these meetings with SRPC staff. SRPC staff will summarize and prepare a report, which will be an appendix within the plan.

c. Key Person Interviews

SRPC staff will do up to five focused interviews with key individuals, such as a manager at the UNH Water Facility, working within the watershed that may have knowledge that would be beneficial in the development of the plan. These focused interviews will be summarized and included in a report as part of the public involvement.

2. Plan Preparation

a. Develop Draft Plan

SRPC staff will prepare a draft river corridor management plan using an organizational structure agreed upon with the ORLAC and using existing plans as models recommended by the DES Rivers Program. During the development of the Plan, ORLAC and SRPC will engage, through citizen actions, active public participation, with the objective to improve the protection and management of the river, and complete ongoing efforts at the local level that are needed to address the use, and conservation of the river corridor and its watershed. The plan shall include a timeline regarding the proposed objectives or actions and shall list them in order of priority. During the preparation of the draft plan SRPC staff will use existing documents, reports, data, maps, and public input.

b. Draft Plan Review

SRPC staff will meet as needed with the ORLAC to ensure that sections of the plan are progressing and meeting expectations of the ORLAC.

c. Community Meetings on Draft Plan and Action Items

SRPC will organize and facilitate a Community Meeting, for the general public in each of the corridor communities. The purpose of the meetings will be to provide information on the draft river management plan to the public, and to solicit and receive comments on the draft plan and create action items. Action items will be ranked for implementation based on the feasibility and magnitude of their effect on protecting the river/source water. ORLAC members will assist SRPC with the presentations at the meetings.

d. Final Plan

SRPC will use the community meeting report as well as comments and edits received from the ORLAC, DES, and other interested parties to prepare the Final Plan (all responses will be documented). Hard copies and CDs will be produced after approval by DES and ORLAC.

3. Introduce Plan to Watershed

a. Press Releases, Website, Mailing of Plan and CDs, Meetings

SRPC staff, in consultation with NHDES, will prepare press releases at key points during the plan development process to solicit public review, and have the print and CD versions of river management plan delivered to ORLAC, municipalities, partners, and DES. SRPC, in consultation with NHDES, will create a tab on the homepage of their website that will contain all meeting information, minutes, draft plan materials, and contact information for the public to be actively involved in the development of the plan. SRPC staff will also coordinate with the ORLAC and NHDES to create a comprehensive introduction to the plan and action items for the four municipalities and their partners.

Deliverables will include:

3 print and CD copies of Final Plan for ORLAC

22 print and CD copies of Final Plan for Barrington, Lee, Madbury and Durham for distribution to Board of Selectmen, Town Council, UNH, Municipal Boards, Commissions and Departments, Libraries, Middle and High Schools

- 2 print and CD copies of Final Plan for DES
- 3 print and CD copies of Final Plan for SRPC
- 5 print and CD copies of Final Plan for ORWA

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

EXHIBIT B BUDGET & PAYMENT METHOD

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 associated invoice. If invoice is less than 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
1a. Property Owner Survey	\$1,000.00
1b. Conservation Commission, ORLAC, ORWA Meetings	\$ 800.00
1c. Key Person Interviews	\$ 900.00
2a. Draft Plan	\$2,000.00
2b. Draft Plan Review	\$ 400.000
2c. Community Meetings on Draft Plan	\$2,000.00
2d. Final Plan	\$2000.00
3a. Introduce Plan to Watershed	\$ 995.00
TOTAL	\$10,095.00

EXHIBIT C SPECIAL PROVISIONS

Subparagraphs 1.7 of the General Provisions shall not apply to this Agreement.

Changes to the Scope of Services or reallocation of grant funds require DES approval in advance. Payments will be made based on submitted invoices.

Work must be completed by the completion date listed on the grant agreement (section 1.6). 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.

CERTIFICATE

- I, Brian Tapscott, <u>Chairman</u> of the <u>Strafford Regional Planning Commission Executive</u> Committee, do hereby certify that:
- (l) I am the duly elected Chairman;
- (2) At the meeting held on <u>August 3, 1999</u>, the <u>Strafford Regional Planning Commission</u> voted to authorize the Executive Director to sign & execute any contracts for SRPC;
- (3) This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (4) The following person has been appointed to and now occupies the office indicated in (2) above:

Cynthia Copeland

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman of the Strafford Regional Planning Commission, this <u>25</u> day of <u>February</u>, <u>2013</u>.....

Brian Tapscott, Chairman

STATE OF NEW HAMPSHIRE County of <u>Strafford</u>

On this the 24 day of ________, 2013, before me Tammy Butt, the undersigned officer, personally appeared, Brian Tapscott, who acknowledged himself to be the Chairman of the Strafford Regional Planning Commission being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.

Tammy/Butt, Notary Public

Commission Expiration Date: (Seal)

TAMMY BUTT
Notary Public - New Hampshire
My Commission Expires June 6, 2017



Concord, NH 03301

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:			
Strafford Regional Planning Commission 150 Wakefield Street, Suite 12 Rochester, NH 03867	562		NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624			
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration (mm/dd/y		nits - NH Statutory Limits	May Apply, If Not	
General Liability (Occurrence Form)				ch Occurrence	\$	
Professional Liability (describe)			Ge	neral Aggregate	\$	
Claims Occurrence			Fir fire	e Damage (Any one e)	\$	
			Me	ed Exp (Any one person)	\$	
Automobile Liability Deductible Comp and Coll: Any auto			(Ea	ombined Single Limit ch Accident) gregate		
X Workers' Compensation & Employers' Liabil	ity 1/1/2013	1/1/20	14 X	Statutory		
	., ., _	,, ., _		ch Accident	\$2,000,000	
			Dis	sease — Each Employee	\$2,000,000	
			Di	sease - Policy Limit	\$	
Property (Special Risk includes Fire and Theft)				anket Limit, Replacement ist (unless otherwise stated)		
Description: Proof of Primex Member coverage only	'.					
CERTIFICATE HOLDER: Additional Covered	Party Loss	s Pavee	Primey ³	- NH Public Risk Manage	ement Exchange	
CERTIFICATE HOLDER: Additional Covered Party Loss Payee			Primex ³ – NH Public Risk Management Exchange			
			Ву:	Tammy Denver		
Department of Environmental Services			Date: 2/11/2013 tdenver@nhprimex.org			
Attn: Johanna McKenna 29 Hazen Dr			Please direct inquires to: Primex³ Claims/Coverage Services			

603-225-2841 phone

603-228-3833 fax

CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee box below, if checked.

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF COMPANY A AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Participating Member: Strafford Regional Planning			Company Affording Coverage (the "Company"):			
Member Number:	179-070190 - 13					
		,		Center Property-Liability	Trust, LLC	
		1	P.O. Box 617, Con	cord, NH 03302-0617		
Coverage (Occurrence basis only):		Effective Date	Expiration Date	Limits		
		(mm/dd/yy)	(mm/dd/yy)	(subject to applicable NH statutory limits)		
✓ General Liability		7/1/2012	6/30/2013	Each Occurrence	\$ 5,000,000	
(Member Agreement	Section III.A)	77172012	0,00,2010	General Aggregate	\$	
_	·			Personal & Adv Injury	\$	
				Med Exp (any one person) Products –Comp/Op Agg	\$	
				Fire Damage (each fire)	\$	
✓ Automobile Liabilit			-	Each Occurrence	· e	
(Member Agreement		7/1/2012	6/30/2013	Lacif Occurrence	⁴ 5,000,000	
Any Auto	Section III.A)			Bodily Injury	\$	
All Owned Autos				(per person)		
Scheduled Autos				Bodily Injury	\$	
Hired Autos				(per accident)		
Non-Owned Autos				Property Damage	\$	
Other				(per accident)		
ETE Liebita.				Each Occurrence	•	
Excess Liability					\$ _{N/A}	
				Aggregate	\$ N/A	
✓ Property (All Risk in the last in th	including Theft)				\$Per scheduled	
(Member Agreement	Section I) Deductible: \$1,000	7/1/2013	2 6/30/2013		limits and Member	
,					Agreement	
Workers' Compens	sation (Coverage A)			Coverage A:	Statutory	
Employers' Liability				Cov. B: Each Accident	\$ 2,000,000	
	(((((((((((((((((((Disease - Each Employee	\$ 2,000,000	
				Disease – Policy Limit	\$ 2,000,000	
Description: Proof of	Coverage					
OANOFILIATION II		4 - 11		1 h - f	- 4h - O	
CANCELLATION: If a	ny of the above coverages under 30 days written notice to the Cert	tne member Agr	eement are cancelled	o to mail cuch notice abou	e, the Company	
	so days written notice to the Cerl of any kind upon the Company.	inicate noider na	med below, but failur	e to man such notice shar	i iiihose iio	
obligation of hability (or any kind upon the Company.					
	Addit	tional Covered	Party	Payee, as his, her or its ir	nterests appear	
Coverage for the Ad	ditional Covered Party is limited	to "bodily injury"	or "property damage	e" caused by, and only to	the extent of, the	
sole negligence of the	"Member," and no protection is	available for the	negligence of others	, including the Additional	Covered Party	
	ers, employees or agents. Availa	able limits of cov	erage are shared bet	ween the "Member" and th	ne Additional	
Covered Party.*					Places direct	
Certificate Holder:	State of New Hampshire	Con	npanies		Please direct inquiries to:	
			Delia A Sous		mqumes to.	
	Booton to (Foring a dal Scrip	By:	Debia A Scurs Authorized Representative		Debra A. Lewis	
	Department of Environmental Services	· · · · · · · · · · · · · · · · · · ·	Authorized Representative		603.224.7447	
	6 Hazen Drive PO Box 95	D-4	leaued	2/11/2013	x3332	
	Coricord NH 03302-0095	Date	e Issued:			
*Terms in quotes are	defined in the Member Agreeme	nt				

Attachment A 2013 Local Source Water Protection Grants

Grant Reviewer List

Name	Department	Bureau	Title	Justification (Experience)
Paul Susca	NHDES	Drinking Water &	Administrator III	Source Water Protection
		Groundwater		Program Manager (8
		Bureau		years)
Johnna McKenna	NHDES	Drinking Water &	Supervisor VII	Grant Program Manager
		Groundwater		(14 years)
		Bureau		
Pierce Rigrod	NHDES	Drinking Water &	Environmentalist IV	Grant Project
		Groundwater		Management (8 years)
		Bureau		

Applications and Rankings

Source Protection Planning Projects

	0 /				
Grant Applicant	Project Location	Grant Amount	Rank	Notes	
Lake Winnipesaukee Watershed					
Association	Lake Waukewan-Meredith	\$11,740	1		
NH Lakes Association	Canobie Lake-Salem	\$18,606	2		
Lakes Region Planning					
Commission	Paugus Bay-Laconia	\$12,475	3		
Plymouth Water & Sewer	Plymouth	\$15,000	4		
Strafford Regional Planning					
Commission	Oyster River	\$10,065	5		
City of Rochester	Rochester	\$9,150	6		
Monadnock Tenants Coop	Rindge	\$4,640	7		
Southern NH Planning Commission	Londonderry	\$19,055	8	Unable to fund	
UNH-PREP	Seacoast	\$18,963	9	Unable to fund	
Pennichuck Water Works	Nashua	\$20,000	10	Unable to fund	
Sunray Shores Water Dist.	Belmont	\$19,841	11	Unable to fund	
City of Portsmouth	Portsmouth	\$17,108	12	Unable to fund	

Source Security Projects

Grant Applicant	Project Location	Grant Amount	Rank	Notes
City of Claremont	Claremont	\$5,297	1	
Village District of Eastman	Grantham	\$18,570	2	
Town of Troy Water & Sewer	Troy	\$2,529	3	
Monadnock Tenants Co-op	Rindge	\$9,685	4	Unable to fund