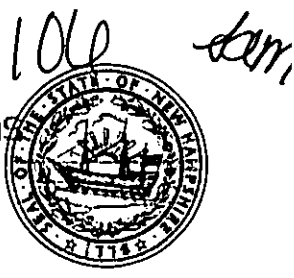




The State of New Hampshire
Department of Environmental Services



Robert S. Scott, Commissioner

March 13, 2019

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 Merrimack Village District (VC #160038) in the amount of \$20,000 to complete a project to protect a public drinking water system, effective upon Governor and Council approval through May 31, 2020. 100% Drinking Water State Revolving Fund Loan Management Fee Funds.

Funding is available as follows:

	<u>FY2019</u>
03-44-44-441018-4790-073-500580	\$20,000
Dept. Environmental Services, DWSRF Loan Management, Grants- Non Federal	

EXPLANATION

The Department of Environmental Services issued a request for proposals for 2019 Local Source Water Protection Grants. These grants are funded by set-asides under the Drinking Water State Revolving Loan Fund. Twenty 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 loan management fee funding, the Department determined that it could offer grants to nine source protection planning projects and three source security projects. See Attachment A for the full list of grants awarded and list of reviewers.

Merrimack Village District (MVD) will use New Hampshire Department of Environmental Services (NHDES) grant funds to conduct an investigation to assess whether it is likely that PFAS contamination recently discovered by NHDES in Witches Brook is being derived from aerial deposition and/or from local ground sources. Witches Brook provides significant recharge to two nearby MVD production wells. This will include the collection and analysis of surface and groundwater samples, the installation of groundwater monitors, and the preparation of a final report. The purpose of this is to understand if possible additional protection measures can be taken for two nearby production wells serving the MVD.

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

We respectfully request your approval.


Robert R. Scott, Commissioner

Subject: Merrimack Village District

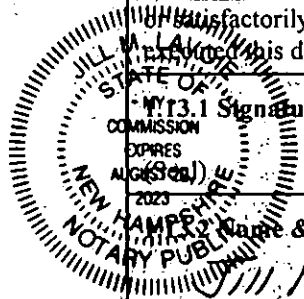
GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

I. IDENTIFICATIONS

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: Merrimack Village District		1.4 Grantee Address 2 Greens Pond Rd. Merrimack, NH 03054	
1.5 Effective Date Upon G&C approval	1.6 Completion Date May 31, 2020	1.7 Audit Date N/A	1.8 Grant Limitation \$20,000
1.9 Grant Officer for State Agency Andrew Madison, NH Department of Environmental Services		1.10 State Agency Telephone Number (603) 271- 2950	
1.11 Grantee Signature <i>Ronald Miner Jr.</i>		1.12 Name & Title of Grantee Signor <i>Ronald Miner Jr., Superintendent</i>	
1.13 Acknowledgment: State of <u>New Hampshire</u> , County of <u>Hillsborough</u> On <u>2/12/2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12., 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 <i>Jill M Lavoie</i>			
Name & Title of Notary Public or Justice of the Peace <i>Jill M Lavoie - Notary Public</i>			
1.14 State Agency Signature(s) <i>Robert R. Scott</i>		1.15 Name/Title of State Agency Signor(s) Robert R. Scott NH Department of Environmental Services	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By: <i>[Signature]</i> Attorney, On: <u>3/25/19</u>			
1.17 Approval by the Governor and Council By: <i>[Signature]</i> On: <u> / /</u>			



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. **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 in block 1.5 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 complete in ITS entirety prior to the date in block 1.6 (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 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 NH. 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 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.

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'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 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, "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 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 Grant officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer and his/her decision on any dispute, shall be final.

9. **DATA; RETENTION OF DATA; ACCESS.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analytical 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 OF 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 payment 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 covenant 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 of 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 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 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 or 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, worker'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 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, 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 AND BOND.

17.1 The Grantee shall, at its sole 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 worker'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 in 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. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice 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. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given the time of mailing by certified mail, postage prepaid, in 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.

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.

EXHIBIT A
SCOPE OF WORK

Merrimack Village District:

Merrimack Village District (MVD), a public municipal water system, will use New Hampshire Department of Environmental Services (NHDES) grant funds to assess whether it is likely that per- and polyfluoroalkyl substances (PFAS) discovered in Witches Brook, is due to an aerial deposition and/or from local ground sources. Witches Brook provides significant recharge to several MVD wells, Specifically, the following tasks, as described in the application submitted to NHDES, will be accomplished:

Task 1. Prepare Quality Assurance Project Plan

Prepare a Quality Assurance Project Plan (QAPP) and submit for review and approval by NHDES and US EPA prior to the start of any data collection activities, i.e., field work. MVD will review relevant sections of the NHDES Waste Division's QAPP regarding ground or surface water sampling for PFAS.

Deliverables: Completed Quality Assurance Project Plan

Task 2. Collect Surface Water Samples from Witches Brook.

Collect three surface water samples from Witches Brook including one up-gradient and one down-gradient of the Amherst Industrial Park and Textiles Coated International (TCI), and one near MVD wells #7 & 8. Determine PFAS concentrations in these samples utilizing a laboratory accredited by the National Environmental Laboratory Accreditation Program (NELAP) or the U.S. Department of Defense (DoD) for PFAS. Site photos, field notes, and data will be reported to NHDES, and water quality data should be entered into NHDES' Environmental Monitoring Database (EMD) directly by the laboratory for all samples.

Deliverables: PFAS concentrations from two surface water samples taken from Witches Brook along with site photos and field notes.

Task 3. Install Piezometers in Peat.

Install six (6) shallow piezometers, to a depth of 4-10 feet below the top of the peat, at the following locations: a) proximal to MVD production well #7; b) proximal to MVD production well #8; c) proximal to MVD production well #6; d) the location where South Merrimack Rd. crosses Witches Brook; e) next to Mill Brook proximal to Rt. 101; (f) near where Witches Brook passes under the railroad. Site photos, field notes, and GPS coordinates of the piezometer locations are to be provided to NHDES upon installation.

Deliverables: Six (6) piezometers installed in peat, site photos, field notes, and GPS points for piezometers.

Task 4. Collect and Analyze Groundwater Samples from Piezometers Locations.

Collect a groundwater sample from each of the six (6) piezometer locations and determine PFAS concentrations. Field notes and laboratory analysis results are to be provided to NHDES and entered into the EMD directly by the laboratory.

Grantee Initials RM
Date 3/11/19

Deliverables: Field notes and laboratory analysis results from groundwater sampling at each of the six (6) piezometer locations.

Task 5. Collect Groundwater Samples from Three (3) Monitoring Wells.

Collect groundwater samples from three (3) monitoring wells located near MVD production wells #7 and 8, and one (1) sample from a monitoring well located on an adjacent property. Field notes and laboratory analysis results are to be provided to NHDES and entered into the EMD directly by the laboratory.

Deliverables: Field notes and laboratory analysis results from groundwater sampling at three (3) monitoring wells.

Task 6. Install and Monitor Automated Water Level Observers in Piezometers Next to MVD Wells #7 and #8.

Install automated water level observers in the piezometers and in the three monitoring wells proximal to MVD production wells #7 and #8 and monitor for no less than forty (40) days. Data collected during the observation is to be compiled and provided to NHDES.

Deliverables: Water level monitors installed in piezometers and monitoring data for a minimum of forty (40) days.

Task 7. Prepare Final Project Report.

Prepare a final report summarizing the findings of this study discussing how peat and local PFAS sources may, or may not be influencing PFAS contamination in surface and groundwater in and around Witches Brook. This report should also assess changes in PFAS from production wells #7&8 between 2016 and the present and discuss changes in water quality relative to precipitation and water usage from the two production wells. The report shall contain all applicable field data, notes, and observations. A draft of the final project report shall be provided to NHDES for review and comment prior to completion.

Deliverables: Final project report.

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 RM
Date 3/11/19

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 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: Prepare QAPP	\$0
Task 2: Collect surface water samples from Witches Brook	\$1,650
Task 3: Install piezometers in peat	\$4,620
Task 4: Collect and analyze groundwater samples from piezometer locations	\$2,772
Task 5: Collect and analyze groundwater samples from monitoring wells	\$1,584
Task 6: Install and monitor water level monitors in piezometers	\$3,630
Task 7: Prepare final project report	\$5,744
TOTAL	\$20,000

EXHIBIT C
SPECIAL PROVISIONS

Subparagraph 1.7 of the General Provisions shall not apply to this Agreement. The comprehensive public liability insurance against all claims of bodily injuries, death, or property damage under Subparagraph 17.1.2 of the General Provisions shall be reduced from \$2,000,000 to \$1,000,000 for bodily injury or death in any one incident. A reduction from the State's standard liability coverage is warranted in light of the minimal risk associated with the activities required under this contract.

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 1.6). 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.

Grantee Initials RM
Date 3/1/19

Certificate of Vote Authorization

We, the undersigned duly elected Commissioners of the Merrimack Village District (MVD), do hereby state that on January 28th, 2019 at the regular monthly meeting of the District, the Commissioners voted to approve and accept the proposed 2019 Local Source Water Protection Grant as state in the letter dated February 7, 2019 from the NH Department of Environmental Services.

The undersigned Commissioners hereby authorize, Ronald Miner, Jr., MVD Superintendent, to execute any documents which may be necessary for this grant on the District's behalf.

2-12-2019
Date

Joseph M Comer
Joseph Comer

Date

Anthony Pellegrino

2-12-19
Date

George F. Keller
George "Chip" Keller

Date

Wolfram von Schoen

2/12/2019
Date

Donald A. Provencher
Donald Provencher

State of New Hampshire

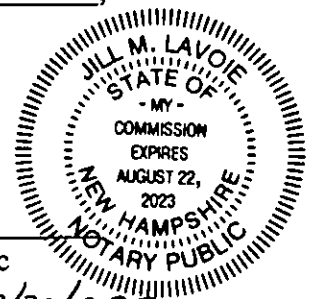
County of Hillsborough

Signed or attested before me on 2/12/2019 by Joseph Comer

George Keller and Donald Provencher

Jill M. Lavoie
Jill M. Lavoie – Notary Public

My Commissioner Expires 8/22/2023





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: Merrimack Village District 2 Greens Pond Road Merrimack, NH 03054	Member Number: 561	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply:
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2018	7/1/2019	Each Occurrence \$ 1,000,000 General Aggregate \$ 2,000,000 Fire Damage (Any one fire) Med Exp (Any one person)
<input type="checkbox"/>	Automobile Liability Deductible Comp and Coll: \$1,000 Any auto			Combined Single Limit (Each Accident) Aggregate
<input type="checkbox"/>	Workers' Compensation & Employers' Liability			Statutory Each Accident Disease - Each Employee Disease - Policy Limit
<input type="checkbox"/>	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)

Description: In regards to the Grant Agreement, the certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered.

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/>	Additional Covered Party	<input type="checkbox"/>	Loss Payee	Primex ³ - NH Public Risk Management Exchange
					By: <i>Tammy Deaver</i>
NH Department of Environmental Services 29 Hazen Drive Concord, NH 03301					Date: 2/13/2019 tdenver@nhprimex.org
					Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



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.

<i>Participating Member:</i> Merrimack Village District 2 Greens Pond Road Merrimack, NH 03054	<i>Member Number:</i> 561	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply; If Not	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> Statutory	
			Each Accident \$2,000,000	
			Disease - Each Employee \$2,000,000	
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
NH Department of Environmental Services 29 Hazen Drive PO Box 95 Concord, NH 03302-0095			By: <i>Tammy Denver</i>
			Date: 2/13/2019 tdenver@nhprimex.org
			Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Attachment A
2019 Local Source Water Protection Grant Rankings

Grant Reviewer List

Name	Department	Bureau	Title	Justification (Experience)
Paul Susca	NHDES	Drinking Water & Groundwater Bureau	Administrator III	Source Water Protection Program Manager (13 years)
Pierce Rigrod	NHDES	Drinking Water & Groundwater Bureau	Supervisor VII	Grant Project Management (13 years)
Andrew Madison	NHDES	Drinking Water & Groundwater Bureau	Program Specialist III	Grant Project Management (8 years)

Applications and Status
Source Protection Planning Projects

Grant Applicant	Project Location	Grant Amount	Notes
Lakes Region Planning Commission	Plymouth and New Hampton	\$14,000	
Lake Winnepesaukee Association	Meredith	\$16,000	
Strafford Regional Planning Commission	18 Towns included within the Strafford Planning Commission region	\$20,000	
Rockingham Planning Commission	27 Towns included within the Rockingham Planning Commission region	\$20,000	
Stony Brook Cooperative	Rochester	\$20,000	
Merrimack Village District	Merrimack	\$20,000	
Granite State Rural Water Association	Claremont, Cornish, Croydon	\$19,981	
Pennichuck Water Works	Nashua and Amherst	\$20,000	
Manchester Water Works	Auburn and Candia	\$20,000	
Pennichuck Water Works	Nashua	\$20,000	<i>Unable to fund</i>
Manchester Water Works	Manchester, Auburn, Candia, Chester, Hooksett, Allenstown	\$20,000	<i>Unable to fund</i>
Pennichuck Water Works	Nashua, Amherst, Merrimack, Hollis, Milford	\$20,000	<i>Unable to fund</i>
Manchester Water Works	Manchester, Auburn, Candia, Chester, Hooksett, Allenstown	\$20,000	<i>Unable to fund</i>

Source Security Projects

Grant Applicant	Project Location	Grant Amount	Notes
City of Keene	Keene	\$14,500	
Garland Woods Homeowners Assn.	Pelham	\$20,000	
Town of Newport	Newport	\$3,350	
Berlin Water Works	Berlin	\$20,000	<i>Unable to fund</i>
Town of Errol	Errol	\$18,935	<i>Unable to fund</i>
Town of Newport	Newport	\$8,950	<i>Ineligible</i>
Town of Newport	Newport	\$10,875	<i>Ineligible</i>