



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



sm

WDA

March 9, 2022

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 NH Water Works Association, Inc. (VC #166615-B001) in the amount of \$29,585 to complete a project to protect public drinking water supplies, effective upon Governor and Council approval through May 31, 2023. 100% Federal Funds.

Funding is available in the following account:

03-44-44-441018-4718-072-500575

Dept. Environmental Services, DWSRF Administration, Grants- Federal

FY2022

\$29,585

EXPLANATION

The Department of Environmental Services issued a request for proposals for 2022 Local Source Water Protection Grants. These grants are funded by set-asides under the Drinking Water State Revolving Loan Fund. Eighteen 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 loan management fee funding, the Department determined that it could offer grants to ten source protection planning projects and three source security projects. See Attachment A for the full list of grants awarded and list of reviewers.

The NH Water Works Association, Inc. (NHWWA) will use the Source Water Protection Grant funds to create effective and transferable communications and education materials that enable local source water protection. NHWWA will work with up to three public water systems to increase local knowledge, engagement, capacity, and action for source water protection.

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

We respectfully request your approval of this item.


Robert R. Scott, Commissioner

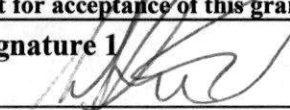

www.des.nh.gov

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

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name NH Department of Environmental Services		1.2. State Agency Address 29 Hazen Drive, Concord, NH 03302-0095	
1.3. Grantee Name NH Water Works Association INC		1.4. Grantee Address 18 North Main Street, Ste. 308, Concord, NH 03301	
1.5 Grantee Phone # (603) 415-3959	1.6. Account Number 03-44-44-441018-4718-072	1.7. Completion Date May 31, 2023	1.8. Grant Limitation \$ 29,585
1.9. Grant Officer for State Agency Pierce Rigrod, NH Dept. of Environmental Services		1.10. State Agency Telephone Number (603) 271-0688	
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 Bob Smith, President/CEO	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Robert R. Scott, Commissioner, NHDES	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By:  Assistant Attorney General, On: 3/22/2022			
1.16. Approval by Governor and Council (if applicable)			
By: _____ On: ____ / ____ / ____			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
 4. EFFECTIVE DATE: COMPLETION OF PROJECT.
 - 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
 - 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
 5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
 - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
 - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
 - 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
 - 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
 - 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
 6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
 7. RECORDS and ACCOUNTS.
 - 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
 - 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
 8. PERSONNEL.
 - 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
 - 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
 - 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
 9. DATA: RETENTION OF DATA: ACCESS.
 - 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
 - 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
 - 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
 - 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
 11. EVENT OF DEFAULT: REMEDIES.
 - 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
 - 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
 12. TERMINATION.
 - 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. 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
 - 13.

- 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.

EXHIBIT A
SPECIAL TERMS AND CONDITIONS

New Hampshire Water Works Association (NHWWA):

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

Date

PP
2/16/2022

EXHIBIT B
SCOPE OF WORK

The NHWWA will use New Hampshire Department of Environmental Services (NHDES) grant funds to prepare a model groundwater zoning ordinance in one community and create effective and transferable communications and education materials that consider current social marketing principles that enable and encourage local support and adoption of source water protection. This effort will involve participation of community public water system(s) with unprotected sources per NHDES records. The project will help to achieve NHDES' definition of "substantial implementation" for the identified public water system(s). The result will be a local communications plan with a strategy and messages designed to increase knowledge, public engagement and effectively support local action to improve source protection.

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

Task 1. Selection of Participating Communities and Public Water Systems; Solicit and Engage Communications Consultant; Develop an Initial Phase 1 Communications Plan

Identify at least one and up to three (3) communities who, after review of their local zoning against the NHDES model zoning, require substantial groundwater protection zoning updates. Obtain formal letters of support from the town planning board. Consult with public water systems and report water systems that will benefit from greater protection and actively be involved in the project.

Deliverables: Inform NHDES of the candidate communities and PWSs and summarize the nature of the zoning updates in a letter memo. Letters of support from the planning board(s).

Solicit and Engage Communications Consultant

- a. Prepare an RFP for release and obtain proposals from qualified communications firms. Provide the RFP and response to NHDES for review and comment.
- b. Select a qualified communications firm who will work to develop community source water protection messages to support zoning and increasing protection based on local conditions. Communications will follow best practices, including community-based social marketing principles and align with best practices proven to be effective. The consultant shall be centrally responsible for forming the communications strategy and plan.

Grantee Initials

Date *BPS*
2/16/2023

Develop an Initial Phase 1 Communications Plan

- a. Meet with local public water systems, land-use and municipal leaders (Planning, Conservation Commission) to form a steering committee, and using the research and findings from Task 2, identify preliminary strategy, messages and delivery methods directed to specific audiences and that reflect local resource protection values.
- b. The plan will review and summarize national, state and local source water protection messaging and effective strategies for local adoption. The plan will also identify the owner responsible and timetable for implementing and updating the plan over time and the resources necessary to do so.
- c. Create and distribute a local (paper or online) public survey to assess initial public awareness, attitudes and support for various types of source protection, including zoning, land conservation, public education, BMP inspections, etc., and the willingness of the public to support these forms of protection.

The draft version of the Phase 1 communications plan and the public survey questions will be provided to NHDES for review (in advance of administering the public survey).

Deliverables: A draft of the initial Phase 1 communication plan, final public survey and summary of survey responses. Letter memo noting the communication messages, key findings and strategies selected to be effective at increasing local knowledge of the value and threats to groundwater designed to garner local support for groundwater protection, with a focus on zoning changes. **Memo shall be provided to NHDES for review and comment prior to Task 3.**

Task 2 Revise Phase 1 and and Implement Phase 2 Communications Plan

- a. Assess the initial communications plan, it's level of success after a period of using the methods and messages in the plan. Analysis of the effectiveness of the plan will be measured through additional survey responses (to demonstrate changes in source water protection support – pre vs post communications efforts), public event attendance (virtual or in-person), planning board support, public water system support, and other traditional means of measuring the success of communications strategies suggested by the consultant.

Task 3: Technical Assistance to Implement Groundwater Protection Zoning Changes

- b. Work with planning board(s) to draft legally defensible language changes to the master plan and zoning,
- c. Modify communications tools and messages useful for local adoption. (e.g., a specific local need based on the zoning)
- d. Evaluate the success of the final communications plan through the distribution of follow-up surveys, focus groups to measure how well the plan worked to build awareness and local support for adopting source protections.

Grantee Initials

Date

BPS
2/16/2022

Task 4: Final Report and Communication Plan Materials

- a. Generate a final draft summary report that includes a clear strategy, effective messages, key communications materials along with recommendations and lessons learned for continued refinement, local use, and how to use the deliverables from the project in other jurisdictions.
- b. Submit the report to NHDES for review and comment. Revise the plan using comments from NHDES.

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

Date

BPS
2/16/2023

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: Selection of Participating Communities and Public Water Systems; Solicit and Engage Communications Consultant; Develop an Initial Phase 1 Communications Plan	\$12,514
Task 2: Revise Phase 1 and Implement Phase 2 Communications Plan	\$8,792
Task 3: Technical Assistance to Implement Groundwater Protection Zoning Changes	\$4,396
Task 4: Final Report and Communication Plan Materials	\$3,882
TOTAL	\$29,584

Grantee Initials

Date

BPS
2/16/2023

CERTIFICATE OF AUTHORIZATION
NEW HAMPSHIRE WATER WORKS ASSOCIATION, INC.

I, Christopher Countie, Chairman of the NH Water Works Association., Inc. (Association), do hereby certify that:

- 1) I am the duly authorized Chairman;
- 2) via electronic meeting on February 8, 2022 a duly-authorized quorum of the Associations' Directors unanimously voted to accept NH Department of Environmental Services (NHDES) funds and to enter into a contract with NHDES;
- 3) the Association further authorized Boyd Smith, President and CEO to execute any documents which may be necessary for the NHDES contract; and
- 4) 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.

IN WITNESS WHEREOF, I have hereunto set my hand as Chairman of the Association this
2/17/22 (date).

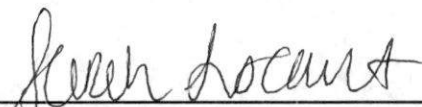


Christopher Countie, Chairman

STATE OF NEW HAMPSHIRE
County of Merrimack

On this 17 (day) of February (month), 2022, before me Sarah Lescault
(Notary Public) the undersigned officer, personally appeared Christopher Countie who
acknowledged himself to be Chairman of the Association being authorized to do so, executed
the foregoing instrument for the purpose therein contained.

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



(Notary Public Signature)

Commission Expiration Date: _____

Sarah Lescault
Notary Public, State of New Hampshire
My Commission Expires February 19, 2025

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE WATER WORKS ASSOCIATION, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 21, 1986. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **68148**

Certificate Number : **0005673527**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this **14th** day of **February** A.D. **2022**.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/5/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511		CONTACT NAME: Basil Makris PHONE (A/C, No, Ext): (603) 224-2562 FAX (A/C, No): (603) 224-8012 E-MAIL ADDRESS: bmakris@rowleyagency.com	
INSURED New Hampshire Water Works Association, Inc. 18 N. Main St. Suite 308 Concord NH 03301		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co INSURER B: Eastern Alliance Insurance Co. INSURER C: Cincinnati Specialty Underwriters INSURER D: INSURER E: INSURER F:	
		NAIC # 10724	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PHPK2321993	10/10/2021	10/10/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK2321993	10/10/2021	10/10/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	3A States: NH 01-0000135779-01	10/10/2021	10/10/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liability 10/24/2017 Retroactive Date			CSU0106962	10/10/2021	10/10/2022	Each Occurrence/Aggregate: \$1,000,000 Retention: \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Covering operations of the Insured during the policy period

CERTIFICATE HOLDER**CANCELLATION**

NH Department of Environmental Services
29 Hazen Drive
Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Basil Makris/BCM

Attachment A
2022 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 (17 years)
Pierce Rigrod	NHDES	Drinking Water & Groundwater Bureau	Supervisor VII	Grant Project Management (17 years)
Bess Morrison	NHDES	Drinking Water & Groundwater Bureau	Program Specialist III	Grant Project Management (3 year)

Applications and Status

Source Protection Planning Projects

Grant Applicant	Project Location	Grant Amount	Notes	Score
NH Water Works Association	Statewide	\$29,585	<i>Approved</i>	186
Rockingham Planning Commission	Rockingham County	\$24,989	<i>Approved</i>	178
Strafford Regional Planning Commission	Strafford County	\$23,320	<i>Approved</i>	165
Town of Warner	Warner	\$14,300	<i>Approved</i>	164
Manchester Water Works	Auburn	\$25,000	<i>Approved</i>	153
Merrimack Village Water District	Merrimack	\$25,000	<i>Approved</i>	145
Lake Winnepesaukee Association	Laconia	\$20,500	<i>Approved</i>	135
City of Dover (Chloride Monitoring)	Dover	\$20,652	<i>Approved</i>	135
Laconia Water Works - Oil Tank Removal	Laconia	\$1,250	<i>Approved</i>	127
Town of Londonderry	Londonderry	\$12,865	<i>Approved</i>	127
City of Dover (Bellamy River Project)	Dover	\$25,000	<i>Not approved</i>	116

Source Security Projects

Grant Applicant	Project Location	Grant Amount	Notes	Score
Waterville Valley	Waterville Valley	\$25,000	<i>Approved</i>	102
City of Keene	Roxbury	\$12,000	<i>Approved</i>	86
Gunstock Acres Village Water District	Gilford	\$14,300	<i>Approved</i>	67
Town of Milford	Milford	\$9,485	<i>Not approved</i>	99
Hopkinton Village Precinct	Hopkinton	\$16,500	<i>Not approved</i>	61
Town of Lisbon	Lisbon	\$12,500	<i>Not approved</i>	61
White Lake Estates Homeowners' Association	Tamworth	\$858	<i>Not approved</i>	34