



The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**

Thomas S. Burack, Commissioner



April 1, 2014

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

REQUESTED ACTION

Authorize the Department of Environmental Services to award a Local Source Water Protection grant to the Town of Plaistow (VC #177462), Plaistow, NH in the amount of \$19,995.70 to complete a project to protect public drinking water systems, effective upon Governor and Council approval through May 31, 2015. 100% Federal Funds.

Funding is available in the account as follows:

03-44-44-441018-4718-072-500574	<u>FY 2014</u>
Dept Environmental Services, DWSRF Administration, Grants- Federal	\$19,995.70

EXPLANATION

The Department of Environmental Services issued a request for proposals for 2014 Local Source Water Protection Grants. These grants are funded by set-asides under the Drinking Water State Revolving Loan Fund. Ten 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 six source protection planning projects and four source security projects. See attachment A for the proposal rankings and list of reviewers.

The Town of Plaistow will use the grant funds to update the Town's 2001 Source Protection Plan, review regulations necessary to further protect local drinking water resources, and review and update the Town's current Aquifer Protection Ordinance. The major aim of the project is to identify and outline a structured approach to managing potential sources of contamination and threatening activities that occur within the source protection area, aquifer recharge areas, and wellhead protection areas.

This agreement has been approved as to form, substance, and execution by the Office of the Attorney General. 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.

*for Vicki S. Quiran*  
\_\_\_\_\_  
Thomas S. Burack  
Commissioner

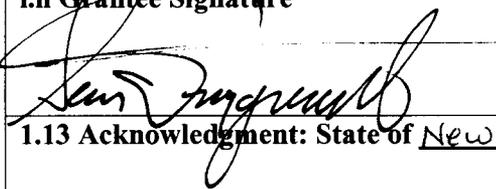
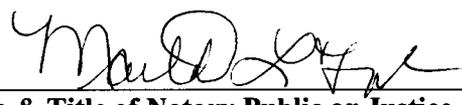
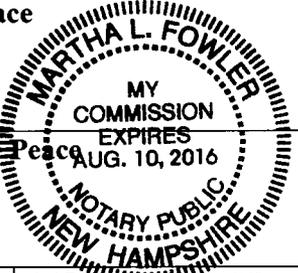
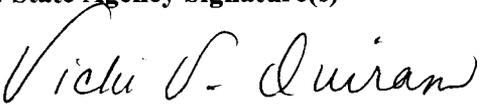
Subject: Town of Plaistow

## GRANT AGREEMENT

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

### GENERAL PROVISIONS

#### 1. Identification and Definitions.

<b>1.1 State Agency Name</b> NH Department of Environmental Services		<b>1.2 State Agency Address</b> 29 Hazen Drive, Concord, NH 03301	
<b>1.3 Grantee Name</b> Town of Plaistow		<b>1.4 Grantee Address</b> 145 Main Street, Plaistow, NH 03865	
<b>1.5 Effective Date</b> Upon G&C Approval	<b>1.6 Completion Date</b> May 31, 2015	<b>1.7 Audit Date</b> N/A	<b>1.8 Price Limitation</b> \$19,995.70
<b>1.9 Grant Officer for State Agency</b> Kelsey Vaughn NH Department of Environmental Services		<b>1.10 State Agency. Telephone Number</b> 603-271-2950	
<b>1.11 Grantee Signature</b> 		<b>1.12 Name &amp; Title of Grantee Signor</b> SEAN FITZGERALD, Town Manager	
<b>1.13 Acknowledgment:</b> State of <u>New Hampshire</u> , County of <u>Rockingham</u>			
On <u>11<sup>th</sup> day of March 2014</u> , 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.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [SEAL] 			
<b>1.13.2 Name &amp; Title of Notary Public or Justice of the Peace</b> Martha L. Fowler, Notary Public			
<b>1.14 State Agency Signature(s)</b> 		<b>1.15 Name/Title of State Agency Signor(s)</b> for Thomas S. Burack, Commissioner NH Department of Environmental Services	
<b>1.16 Approval by Attorney General (Form, Substance and Execution)</b> By:  On: <u>4-8-14</u>			
<b>1.17 Approval by the Governor and Council</b> 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. **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 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 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 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; 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 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

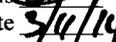
11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

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.

Grantee Initials   
Date 

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 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 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 insurance:

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. **NOTICE.** 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. **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.

Grantee Initials   
Date 3/11/14

**EXHIBIT A**  
**SCOPE OF WORK**

**Town of Plaistow:**

The Town of Plaistow will use New Hampshire Department of Environmental Services (DES) grant funds to update the Town's 2001 Source Protection Plan, review regulations necessary to further protect local drinking water resources, and review and update the Town's current Aquifer Protection Ordinance. The funds will also be used to develop and implement a Best Management Practices (BMP) Inspection Program. The BMP program will be implemented in a manner consistent with DES's published guidance manual *Managing Groundwater Protection Areas Guidance and Sample Letters* (2006) and will identify and manage potential sources of contamination (PCSs) within local drinking water resource areas, including stratified drift aquifers and wellhead protection areas. Specifically, the following tasks, as described in the application submitted to DES, will be accomplished:

1. Update the 2001 Source Protection Plan, consistent with current state/federal guidance and plan content similar to source protection plans currently developed by Granite State Rural Water Association. Form a stakeholder committee that includes local board members (e.g., planning, conservation, etc.), business owners, and town staff that will meet regularly to develop the plan. This plan should include information describing drinking water resources, threats and necessary management options, zoning, public education activities, and the BMP Inspection Program. A schedule of implementation actions and assignment of responsible staff and/or Boards should be included. Provide a draft copy of the updated plan to DES for review and comment. Public outreach and education activities (e.g., displays at Old Home Days celebrations) will be conducted in support of the plan, and a summary of public activities will be provided to DES.
2. Review current federal, state, and local water-related regulations. Complete a written summary of existing regulations and gaps in drinking water regulatory protections. Review relevant DES guidance, including innovative planning practices. Highlight protection gaps in drinking water protection and provide the summary to DES for review and comment.
3. Considering the summary completed in Task 2, review Plaistow's Aquifer Protection Ordinance and consider inclusion of wellhead protection areas and other provisions found in DES's *Model Groundwater Protection Ordinance* (2010). Draft final language for the Planning Board to consider for Plaistow's Aquifer Protection Ordinance that is necessary to ensure maximum protection, while addressing gaps in groundwater protection. Provide a copy of the draft language to DES for comment.

Finalize the ordinance language with recommended changes for the Planning Board, allotting time for their review, comment, and a public hearing process necessary for inclusion as a town warrant article for the March 2015 Town Meeting.

4. Develop and implement a Best Management Practices (BMP) Inspection Program.
  - a. As necessary, notify and discuss with adjoining municipalities the BMP Inspection Program activities.

- b. Develop an inventory of Potential Contamination Sources (PCSs) with assistance from the DES OneStop database. The PCS inventory will identify businesses using containers holding five or more gallons of regulated substances.
  - i. Develop compelling public education and outreach messages as well as media targeted at PCS owners. Confer with DES and then provide education and outreach materials to businesses identified as PCSs requiring inspection. Provide a summary of public education and outreach activities to DES.
  - ii. Conduct “windshield” surveys of PCSs to confirm/update existing PCS information.
  - iii. Conduct inventory interviews per DES guidance with PCS managers to evaluate substances that are stored and used on-site as well as the volumes present. Determine PCSs that require BMP inspection based on the on-site interviews.
  - iv. Develop all necessary BMP inspection program administrative materials, including introduction letters and inspection forms, modifying DES examples and templates found in DES guidance.
  - v. Schedule and conduct initial PCS site inspections and invite DES staff to participate, as necessary. An initial training at a PCS will be conducted with DES staff and include appropriate town staff and agents.
  - vi. After review by DES, send follow-up letters indicating the results of the inspection to business owners within 14 calendar days of the inspection. Follow-up as necessary on non-compliance.
  - vii. Finalize municipal BMP program administrative materials (paper and digital media to be located in town hall), set up a town office filing system, prepare a schedule for future PCS inspections, and create a database to track inspections and follow-up items. Provide a summary report and copies of the finalized BMP administrative materials to DES for review and comment.

**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:

<b>Task Number/Description</b>	<b>Source Water Protection Grant</b>
1. Update the 2001 Source Protection Plan	\$1,940.00
2. Review Drinking Water Regulations	\$1,940.00
3. Review and Update the Aquifer Protection Ordinance	\$1,940.00
4.a. Notify Municipalities Regarding BMP Program	\$595.00
4.b. Develop PCSs with Assistance from DES and OneStop	\$1,410.00
4.b.i. Provide Education and Outreach Campaign for PCS Owners	\$1,410.00
4.b.ii. Conduct Windshield Surveys to Confirm/Update PCS Information	\$1,556.90
4.b.iii. Conduct Inventory Interviews with Existing PCSs	\$1,870.00
4.b.iv. Develop Inspection Program, Including Introduction Letter and Inspection Form	\$1,410.00
4.b.v. Conduct Initial Inspections	\$3,793.80
4.b.vi. Send Follow-Up Letters following Inspections	\$1,410.00
4.b.vii. Finalize BMP Administrative Materials and Develop Database to Track Inspections and Follow-Up Items	\$720.00
<b>TOTAL</b>	<b>\$19,995.70</b>

**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.



# Town of Plaistow, New Hampshire

## Official Vote

of the Plaistow Board of Selectman

**At a duly schedule meeting of the Plaistow Board of Selectman, held on March 3rd, 2014, the following motion was duly made and seconded:**

*Motion by Selectman, J. Sherman, to accept funds and enter into a grant agreement with the NH Department of Environmental Services on March 3, 2014 and to further authorized Plaistow's Town Manager Sean Fitzgerald to execute any documents which may be necessary for this grant agreement.*

*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*

**A**pproved by a vote of 5 in favor and 0 opposed.

**R**ockingham SS.

**I**N WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the Town of Plaistow, this 11<sup>th</sup> day of March, 2014.

Before me,   
Martha Fowler,  
Plaistow Deputy Town Clerk

**State of New Hampshire**

## 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 EITHER OR BOTH OF THE COMPANIES 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.

<b>Participating Member:</b> <b>Member Number:</b> All Members (List Attached)		<b>Companies Affording Coverage (the "Companies"):</b>  <b>HealthTrust, Inc.</b> PO Box 617, Concord, NH 03302-0617		
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)	
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2013	6/30/2014	Each Occurrence	\$5,000,000
			General Aggregate	\$
			Personal & Adv Injury	\$
			Med Exp (any one person)	\$
			Products -Comp/Op Agg	\$
Fire Damage (each fire)	\$			
<input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2013	6/30/2014	Each Occurrence	\$5,000,000
			Bodily Injury (per person)	\$
			Bodily Injury (per accident)	\$
			Property Damage (per accident)	\$
<input type="checkbox"/> Excess Liability			Each Occurrence	\$ N/A
			Aggregate	\$ N/A
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2013	6/30/2014		\$Per scheduled limits and Member Agreement
<input type="checkbox"/> Workers Compensation (Coverage A) Employers' Liability (Coverage B)			<input type="checkbox"/> Statutory / Cov. A	
			Each Accident / Cov. B	\$ 2,000,000
			Disease - Each Employee	\$ 2,000,000
			Disease - Policy Limit	\$ 2,000,000
<b>Description:</b> The State of New Hampshire is named as Additional Covered Party relative to the Grant Agreements between the State of New Hampshire, Department of Environmental Services and Members on the attached list.				

**CANCELLATION:** If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

<input checked="" type="checkbox"/> Additional Covered Party		<input type="checkbox"/> Loss Payee, as his, her or its interests appear
Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" 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 and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*		
<b>Certificate Holder:</b>  State of New Hampshire Department of Environmental Services ATTN: Kelsey Vaughn, Program Planner 29 Hazen Drive PO Box 95 Concord, NH 03302-0095	<b>Companies</b>  By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>7/1/2013</u>	Please direct inquiries to:  Debra A. Lewis 603.226-1322 x3332

\*Terms in quotes are defined in the Member Agreement.

Property Liability Members as of July 1, 2013 - June 30, 2014

Member ID	Member Name
ACSC	Academy for Science & Design
ACWO	Town of Acworth
ALBA	Town of Albany
ALEX	Town of Alexandria
ALLE	Town of Allenstown
ALLS	Allenstown School District
ALTO	Town of Alton
ANDO	Town of Andover
ANTR	Town of Antrim
ASPD	Ashuelot Pond Dam Village District
ATKI	Town of Atkinson
AVRR	Androscoggin Valley Regional RDD
BARN	Town of Barnstead
BARP	SAU #86 - Barnstead
BARR	Town of Barrington
BART	Town of Bartlett
BARV	Bartlett Village Water Precinct
BARW	Bartlett-Jackson Ambulance
BATH	Town of Bath
BCCD	Belknap County Conservation Dist
BCEP	BCEP Solid Waste
BENN	Town of Bennington
BENT	Town of Benton
BETH	Town of Bethlehem
BETV	Bethlehem Village District
BIRC	The Birches Academy
BRAD	Town of Bradford
BREN	Town of Brentwood
BRES	Brentwood School District
BROK	Town of Brookfield
BROL	Town of Brookline
BROS	Brookline School District
CAMS	Campton School District
CAMT	Campton Thornton Fire Dept
CAMV	Campton Village Precinct
CANT	Town of Canterbury
CAPM	Capital Area Fire Mutual Aid
CART	Town of Carroll
CEHA	Town of Center Harbor
CENO	Center Ossipee Fire Precinct
CENS	Central NH Special Operations Unit
CHAR	Town of Charlestown
CHAT	Town of Chatham
CHES	Town of Chester
CHET	Town of Chesterfield
CHFI	Chesterfield Fire Precinct

CHFS	Chesterfield School District
CHIC	Town of Chichester
CHIS	Chichester School District
CLAV	Town of Clarksville
COLE	Town of Colebrook
COLF	Colebrook Village Fire Precinct
COLU	Town of Columbia
COND	Concord Regional Solid Waste
CONE	Town of Conway
CONF	Conway Village Fire District
CONG	Contoocook Village Precinct
COPP	Copple Crown Village District
CORN	Town of Cornish
CROS	Croydon School District
DALT	Town of Dalton
DANB	Town of Danbury
DANV	Town of Danville
DEER	Town of Deerfield
DEES	Deerfield School District
DERG	Town of Deering
DORC	Town of Dorchester
DOVE	City of Dover
DUBL	Town of Dublin
DUNB	Town of Dunbarton
DUNS	Dunbarton School District
EASK	Town of East Kingston
EASM	Village District of Eastman
EAST	Town of Easton
EATO	Town of Eaton
ECON	Economic Corporation of Newport
EFFI	Town of Effingham
EIDE	Village District of Eidelweiss
EKSD	East Kingston School District
ELLS	Ellsworth School District
EMER	Emerald Lake Village District
ENFI	Town of Enfield
EPPI	Town of Epping
EPSO	Town of Epsom
EPSS	Epsom School District
EPSW	Epsom Village District
ERRO	Town of Errol
EXRC	Exeter Regional Cooperative School District
EXSD	Exeter School District
FALL	SAU #60 - Fall Mountain
FITW	Fitzwilliam Village Water District
FITZ	Town of Fitzwilliam
FRNK	City of Franklin

FROT	Town of Fremont
GAVD	Gunstock Acres Village Water District
GBEC	Great Bay eLearning Charter School
GDSC	Greater Derry-Salem Cooperative
GILM	Town of Gilmanton
GOFF	Town of Goffstown
GOFP	Goffstown Village Precinct
GOFS	Goffstown Sewer Commission
GOLE	SAU #71 - Goshen-Lempster
GORS	SAU #20 - Gorham
GOSD	Goffstown School District
GOSH	Town of Goshen
GRAF	Town of Grafton
GRAH	Grafton County Conservation District
GRAL	Granite Lake Village District
GRAS	Grasmere Village Water Precinct
GREL	Town of Greenland
GREV	Town of Greenville
GREW	Greenville Estates Village District
GROT	Town of Groton
GROV	Groveton Village Precinct
HALO	Town of Harts Location
HAMP	Town of Hampton
HAMT	Town of Hampstead
HANC	Town of Hancock
HANO	Town of Hanover
HARS	Harrisville School District
HAVF	Haverhill Corner Precinct
HCCD	Hillsborough County Conservation District
HEBR	Town of Hebron
HILD	Hillsboro-Deering School District
HILL	Town of Hill
HILS	Town of Hillsborough
HINT	SAU #92 - Hinsdale
HOBR	Hollis-Brookline Cooperative School District
HOLI	Hollis School District
HOLS	Holderness School District
HOOK	Town of Hooksett
HOPS	SAU #66 - Hopkinton
HOPV	Hopkinton Village Precinct
HOWE	Howe Library
HUDS	Town of Hudson
JACK	Town of Jackson
JACW	Jackson Water Precinct
JEFF	Town of Jefferson
KEAR	Kearsarge Lighting Precinct
KEES	Keene School District

KENS	Town of Kensington
KESD	Kensington School District
LAKE	Lakes Region Mutual Fire Aid
LAKT	Lake Todd Village District
LAMP	Lamprey Regional Cooperative
LANC	Town of Lancaster
LAND	Town of Landaff
LEBA	City of Lebanon
LEDY	Ledyard Charter School
LEEE	Town of Lee
LEMP	Town of Lempster
LISB	Town of Lisbon
LITC	Town of Litchfield
LITT	Town of Littleton
LITW	Littleton Water and Light
LOCH	Lochmere Village District
LONE	SAU #12 - Londonderry
LOUD	Town of Loudon
LOWB	Lower Bartlett Water Precinct
LYMA	Town of Lyman
LYME	Town of Lyme
LYND	Town of Lyndeborough
MADB	Town of Madbury
MADI	Town of Madison
MARL	Town of Marlborough
MARS	Marlborough School District
MARW	Town of Marlow
MARX	Marlow School District
MASO	Town of Mason
MCCC	Making Community Connections Charter School
MERI	Meriden Village Water District
MERL	Meriden Volunteer Fire Department
MIDD	Town of Middleton
MIDW	MidWest NH Hazmat Mutual Aid District
MILA	Town of Milan
MILL	Mill Falls Charter School
MILM	Milford Area Communications
MILS	Milton School District
MILW	Milton Water District
MQNA	SAU #93 - Monadnock Regional
MONT	Town of Mont Vernon
MOUN	Mountain Lakes Village District
NEBO	Town of New Boston
NEBS	New Boston School District
NECA	Town of New Castle
NEHA	Town of New Hampton
NEHP	New Hampton Village Precinct

NEIP	Town of New Ipswich
NELO	Town of New London
NELS	Town of Nelson
NESD	Nelson School District
NESP	New London Springfield Water Prec
NEWB	Town of Newbury
NEWF	Newfields School District
NEWI	Town of Newington
NEWM	Town of Newmarket
NEWS	Newport School District
NEWT	Town of Newton
NEXT	NEXT Charter School
NHAC	NH Association of Counties
NHMB	NH Municipal Bond Bank
NHSB	NH School Boards Association
NOCC	North Country Council
NOCE	North Country Emergency Response Team
NOCO	North Conway Water Precinct
NOCY	North Country Charter Academy
NOHV	North Haverhill Water & Light
NORV	Village of Northwood Ridge Water District
NOSW	North Swanzey Water & Fire Precinct
NOTT	Town of Nottingham
NOWA	North Walpole Village District
ORAN	Town of Orange
ORFV	Orford Village District
OSSI	Town of Ossipee
PACE	PACE Career Academy Charter School
PEBO	Penacook Boscawen Water Precinct
PEBS	Pembroke School District
PELH	Town of Pelham
PEMB	Town of Pembroke
PEMI	Pemi-Baker Regional School District
PEMW	Pembroke Water Works
PENA	Penacook Civil Defense Rescue
PIER	Town of Piermont
PILL	Pillsbury Lake Village District
PITS	Town of Pittsburg
PITT	Town of Pittsfield
PLAS	Town of Plaistow
PLYM	Town of Plymouth
PLYS	Plymouth School District
PLYV	Plymouth Village Water & Sewer
POLA	Polaris Charter School
PORT	City of Portsmouth
RAND	Town of Randolph
RAYS	SAU #33 - Raymond

RBVD	Rye Beach Village District
RESE	Regional Services & Education
RICH	Town of Richmond
ROCH	City of Rochester
ROLL	Town of Rollinsford
ROLN	Rollinsford School District
ROLS	Rollinsford Water & Sewer District
ROXB	Town of Roxbury
RUMS	Rumney School District
RYEW	Rye Water District
SALI	Town of Salisbury
SANC	Sanbornville Water Precinct
SAND	Town of Sandown
SAUA	SAU #04 - Newfound Area
SAUM	SAU #45 - Moultonborough
SAUP	SAU #31 - Newmarket
SAUR	SAU #09 - Conway
SAUV	SAU #61 - Farmington
SEAB	Town of Seabrook
SEAD	Seabrook Beach Village Precinct
SEAE	Seacoast Emergency Response Team
SEAL	Seacoast Learning Collaborative
SEAT	Seacoast Chief Fire Officers Mutual Aid District
SHEL	Town of Shelburne
SMSD	Somersworth School District
SNHP	Southern NH Planning Commission
SOUR	Souhegan Regional Landfill District
SOUT	Town of South Hampton
SOUU	Southern NH Special Operations Unit
SOUV	Southeast Regional Refuse Disposal
SOUW	SWNH Fire Mutual Aid
SOUX	Southeastern NH Hazardous Materials Mutual Aid District
SPOF	Spofford Fire District
SPRI	Town of Springfield
STAR	Town of Stark
STEW	Town of Stewartstown
STOD	Town of Stoddard
STRA	Town of Strafford
STRC	Strafford Regional Planning
STRF	Strong Foundations Charter School
STRO	Town of Stratford
STSD	Stratham School District
SUGA	Town of Sugar Hill
SULA	Town of Sullivan
SULS	Sullivan School District
SUNA	Town of Sunapee
SUNS	SAU #85 - Sunapee

SURR	Surry Village Charter School
SUSD	SAU #91 - Surry
SUTT	Town of Sutton
SWAI	Swains Lake Village Water
SWAN	Town of Swanzey
TAMW	Town of Tamworth
TEMP	Town of Temple
THOR	Town of Thornton
THOS	Thornton School District
TILT	Town of Tilton
TINO	Tilton-Northfield Fire Dept
TINW	Tilton-Northfield Water District d/b/a Tilton & Northfield Aqueduct Company, Inc.
TROY	Town of Troy
TRRG	Troy Redevelopment Group, Inc.
TRYS	Troy Water & Sewer
UNIT	Town of Unity
UVLS	Upper Valley Lake Sunapee RPC
VLAC	Virtual Learning Academy Charter School
VLBH	Village of Little Boar's Head
WAKE	Town of Wakefield
WAKS	Wakefield School District
WALP	Town of Walpole
WAPF	Walpole Fire District
WARN	Town of Warner
WARO	Warner Village Water District
WARR	Town of Warren
WASS	Washington School District
WATS	Waterville Valley School District
WATV	Waterville Estates Village District
WDSF	Woodsville Fire District
WDSW	Woodsville Water & Light Dept
WEBS	Town of Webster
WENS	Wentworth School District
WENT	Town of Wentworth
WESS	Westmoreland School District
WEST	Town of Westmoreland
WESU	West Ossipee Fire Precinct
WHIT	Town of Whitefield
WILL	Wilton Public & Gregg Library
WILM	Town of Wilmot
WILT	Town of Wilton
WILY	Wilton-Lyndeborough Youth Center
WINB	SAU #94 - Winchester
WINC	Town of Winchester
WINS	Town of Windsor
WISD	Windsor School District

**Attachment A**  
**2014 Local Source Water Protection Grant Rankings**

**Grant Reviewer List**

<b>Name</b>	<b>Department</b>	<b>Bureau</b>	<b>Title</b>	<b>Justification (Experience)</b>
Paul Susca	NHDES	Drinking Water & Groundwater Bureau	Administrator III	Source Water Protection Program Manager (9 years)
Johnna McKenna	NHDES	Drinking Water & Groundwater Bureau	Supervisor VII	Grant Program Manager (15 years)
Pierce Rigrod	NHDES	Drinking Water & Groundwater Bureau	Environmentalist IV	Grant Project Management (9 years)

**Applications and Rankings**

*Source Protection Planning Projects*

<b>Grant Applicant</b>	<b>Project Location</b>	<b>Original Grant Amount Requested</b>	<b>Rank</b>
Town of Plaistow	Plaistow	\$19,995.70	1
City of Lebanon	Lebanon	\$10,000	2
Strafford Regional Planning Commission	Rochester	\$12,677.50	3
Wagon Wheel Tenants Coop	Londonderry	\$5,300	4
Jackson Water Precinct	Jackson	\$20,000	5
Town of Meredith	Meredith	\$20,000	6

*Source Security Projects*

<b>Grant Applicant</b>	<b>Project Location</b>	<b>Original Grant Amount Requested</b>	<b>Rank</b>
Town of Exeter	Exeter	\$13,768	1
Town of Winchester	Winchester	\$2,900	2
Town of Pittsburg	Pittsburg	\$14,250	3
Emerald Lake Village District	Hillsborough	\$20,000	4