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The State of New Hampshire
Department of Environmental Services



143

Robert R. Scott, Commissioner

May 22, 2020

His Excellency, Governor Christopher T. Sununu
and The Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Environmental Services to award a Local Source Water Protection grant to the Town of Newport (VC #177450 B002) in the amount of \$17,200 to complete a project to protect public drinking water supplies, effective upon Governor and Council approval through May 31, 2021. 100% Drinking Water State Revolving Fund Loan Management Fee Funds.

Funding is available in the following account:

	<u>FY2020</u>
03-44-44-441018-4790-073-500580	\$17,200
Dept. Environmental Services, DWSRF Loan Management, Grants- Non Federal	

EXPLANATION

The Department of Environmental Services issued a request for proposals for 2020 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 the available loan management fee funding, the Department determined that it could offer grants to nine source protection planning projects and four source security projects. See Attachment A for the full list of grants awarded and list of reviewers.

The Town of Newport will use the source water protection grant funds to create a revised Source Water Protection Plan for Gilman Pond, the backup well at Pollard Mills and a new proposed well off Highway 10 that is scheduled to become operational in the spring of 2021.

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 of this item.



Robert R. Scott, Commissioner

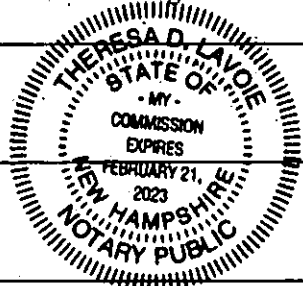
Subject: Town of Newport

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: Town of Newport		1.4 Grantee Address 15 Sunapee Street, Newport, NH 03733	
1.5 Effective Date Upon G&C Approval	1.6 Completion Date May 31, 2021	1.7 Audit Date N/A	1.8 Grant Limitation \$17,200
1.9 Grant Officer for State Agency Bess Morrison, NH Department of Environmental Services		1.10 State Agency Telephone Number (603) 271- 2950	
1.11 Grantee Signature <i>Hunter F. Riesenberg</i>		1.12 Name & Title of Grantee Signor Hunter F. Riesenberg, Town Mgr.	
1.13 Acknowledgment: State of <u>New Hampshire</u> , County of <u>Sullivan</u> On <u>05/19/2020</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.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) <i>Theresa D. Lavoie</i>			
1.13.2 Name & Title of Notary Public or Justice of the Peace <i>Theresa D. Lavoie</i>			
1.14 State Agency Signature(s) <i>[Signature]</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>6/5/2020</u>			
1.17 Approval by the Governor and Council By: _____ 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 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; 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 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'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 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 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 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.

12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4 Notwithstanding anything in this Agreement to the contrary, either the State or except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member or employee of the Grantee and no representative, officer of employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement, the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, 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 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, 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 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 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.

EXHIBIT A
SCOPE OF WORK

Town of Newport:

The Town of Newport will use New Hampshire Department of Environmental Services (NHDES) grant funds to develop a source water protection (SWP) plan for Gilman Pond (1741010-001), a surface water source and Pollards Mill well (1741010-002). A primary goal of this project is to determine what protections are necessary to preserve the quality and availability of source water for the sources that serve the Town of Newport's municipal public water system. The plan will be consistent with guidelines provided by NHDES, American Water Works Association (AWWA), United States Environmental Protection Agency (USEPA), and NHDES permit conditions for a SWP plan associated with construction involving the water supply intake for Gilman Pond.

Specifically, the following tasks will be accomplished:

TASK 1: Baseline Mapping (Delineation) and Data Analysis

- A. Establish the areas contributing source water to the source(s) from within the watershed for Gilman Pond and the Wellhead Protection Area for Newport's existing well.
- B. Within the delineated areas, map and describe current land use and land cover (including impervious surfaces); hydrology; soils; topography; protected lands (conserved or otherwise protected); surface water; protected shoreline buffer areas; stratified drift aquifer transmissivity; topography and restricted-use areas (under Env-Dw 902, Purity for the Protection of Water Supply Watersheds). Include a current statistical summary of each land use and land cover category.
- C. Summarize raw (source) water quality conditions (available from NHDES's EMD) and existing water quality conditions and trends based on monitoring data, including impaired water within the water supply watershed for Gilman Pond.

Deliverables: Final baseline map(s) at varying scales with a watershed characteristics narrative and statistical summaries, using the data noted above, that support the objectives of the plan.

TASK 2: Inventory Potential Contamination Sources (PCSs) and Other Source Water Threats

- A. Obtain and include PCSs within the current NHDES inventory.
- B. Complete a "windshield" survey within source protection areas to collect current PCS information using NHDES forms and update the NHDES PCS inventory, as necessary.
- C. Collect and evaluate information related to agricultural and forestry activities, commercial pesticide application areas, recreational trail use, security issues, potential and historical spill and release events, and other threats that are not part of NHDES's source water assessment methodology.
- D. Compile data needed to determine vulnerability rankings using susceptibility criteria consistent with NHDES's source water assessment methodology for each source.

Grantee Initials NEP
Date 5-19-20

Deliverables: Excel spreadsheet containing data necessary to update the source water assessments using NHDES's susceptibility criteria and vulnerability ranking methodology; GIS map(s) showing the updated PCS inventory within source protection areas; GIS data layers and Excel table of PCSs and associated GIS metadata as defined by NHDES; a narrative describing identified threats including the names, locations, and addresses of all PCSs.

TASK 3: Evaluation and Ranking of Threats

Using the data from Task 2, evaluate and rank threats to source water.

Following the NHDES source water assessment methodology, develop source water assessments for each source by:

- A. Using the susceptibility criteria (e.g., PCSs, septic, rank threats (high, medium or low). Other threats not within the NHDES's assessment methodology, including security concerns, recreational activities, cyanobacteria or catastrophic spills will be evaluated using local data and through discussions with subject matter experts.

Using available data for land use, land cover, land conservation and water quality:

- B. Complete an evaluation of water quality and quantity impacts due to potential land use development considering zoning requirement and factors that limit development (slopes, wetlands, access, existing conservation easements, etc.).
- C. Estimate likely impervious surface increases and corresponding reductions in groundwater recharge, considering existing local and state regulatory protections that apply within source protection areas.

Deliverables: Completed source water assessments and an accompanying narrative discussing high and medium ranked threats, and other threats not ranked in the source water assessment. The narrative will include a section regarding potential land use development and water quality impacts, and gaps in existing non-regulatory and regulatory protections.

Task 4: Develop Source Water Protection Plan

Using the results from Tasks 1-3, develop a source water protection plan that identifies threats and outlines mitigation and management options. The plan development process and required content will include:

- A. A draft plan outline will be provided to NHDES for review and comment prior to drafting the plan. The outline will be accompanied by a narrative characterizing the watershed, water quality and discussion of threats.
- B. A local advisory committee will be formed to review, revise and comment on the draft plan. The advisory committee will include the Town Manager, members of the Newport Water Works

Grantee Initials HJR
Date 5-19-20

Department, Planning Board, Conservation Commission and Selectman with at least one representative from the Town of Unity, and will meet at least four times to discuss the plan. A list of advisory committee members and a public meeting schedule will be forwarded to NHDES along with minutes of the meetings.

- C. The plan will state source protection goals and objectives and provide a prioritized list of feasible actions to address priority threats. Actions to protect source water will be consistent with Table 1 of NHDES Fact Sheet *Protecting Public Drinking Water Sources* (WD DWGB 12-8) and detailed in terms of how and when they will be carried out.
- D. Protections currently in place to protect source water, including those provided by state laws or regulations, such as the Shoreland Water Quality Act, Env-Dw 902, Purity for the Protection of Water Supply Watersheds or activities carried out to comply with federal or state permits (e.g., educational mailing or compliance inspections) will be described and discussed along with local protections. Gaps in protection will be highlighted and related to protection recommendations.
- E. The plan will include a strategy to conduct public outreach actions and list educational materials and promotional methods to educate the community concerning best practices for groundwater protection, forestry, residential and commercial water conservation, restrictions, public recreational use, public signage and development of online media.
- F. Relevant policies or actions within other local plans (forestry, master plan, emergency plan) will be discussed along with recommended changes in policy or actions in those plans.
- G. The plan will clarify responsibilities for obtaining town adoption of the plan, local ownership of the plan, include a timetable for updates and how the plan will continue to be coordinated with other local or regional plans.

Deliverables: A draft outline, a draft and final source water protection plan, list of advisory committee members, public meeting dates and minutes.

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.

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:

Grantee Initials HZR
Date 5-19-20

Task Number/Description	Source Water Protection Grant
Task 1: Baseline Mapping (Delineation) and Data Analysis	\$2,000
Task 2: Inventory Potential Contamination Sources (PCSs) and Other Source Water Threats	\$3,500
Task 3: Evaluation and Ranking of Threats	\$4,100
Task 4: Develop Source Water Protection Plan	\$7,600
TOTAL	\$17,200

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 increased from \$2,000,000 to \$5,000,000 for bodily injury or death in any one incident. An increase from the State's standard liability coverage is warranted in light of the coverage provided by 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 HJR
Date 5-19-20

Town of Newport, N.H.

Certificate of Vote of Authorization

We, the undersigned duly elected Selectboard and Commissioners of the Town of Newport Water District, do hereby state that on May 18th, 2020 at the regular monthly meeting of the Selectboard/Water District, we the Commissioners voted to approve and accept the proposed 2020 Local Source Water Protection Grant (SWP-318) in the amount of \$17,200 and as otherwise stated in the letter dated April 27, 2020 from the NH Department of Environmental Services.

The undersigned Commissioners hereby authorize, Mr. Hunter F. Rieseberg, Town Manager, to execute the grant and to sign any and all related necessary documents on the District's behalf.

05/18/2020 _____
Date Signature Hunter F. Rieseberg

5/18/20 _____
Date Signature [Signature]

5/19/20 _____
Date Signature [Signature]

Date Signature

Date Signature

State of New Hampshire, County of Sullivan
On this the 18 day of May, 2020, before me
Liselle Dufort, the undersigned officer,
personally appeared Jeffrey Kester + Todd Fratzel
whose name is subscribed to the within instrument and
acknowledged that he/she executed the same for the
purposes therein contained. In witness whereof, I
hereunto set my hand and official seal.

Liselle Dufort, NP



State of New Hampshire, County of Sullivan
On this the 19 day of May, 2020, before me Liselle Dufort
personally appeared Liselle Dufort, the undersigned officer,
William Wilmoth

_____ who is subscribed to the within instrument and
acknowledged that he/she executed the same for the
purposes therein contained. In witness whereof, I
hereunto set my hand and official seal.

Liselle Dufort, NP

LISELLE G. DUFORT
Notary Public - New Hampshire
My Commission Expires April 19, 2022



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Town of Newport 15 Sunapee Street Newport, NH 03773		Member Number: 256	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624			
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:		
<input checked="" type="checkbox"/>	General Liability (Occurrence Form)	7/1/2019	7/1/2020	<input type="checkbox"/>	Each Occurrence	\$ 5,000,000
Professional Liability (describe)				<input type="checkbox"/>	General Aggregate	\$ 5,000,000
<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				<input type="checkbox"/>	Fire Damage (Any one fire)	
				<input type="checkbox"/>	Med Exp (Any one person)	
<input checked="" type="checkbox"/>	Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2019	7/1/2020	<input type="checkbox"/>	Combined Single Limit (Each Accident)	\$5,000,000
				<input type="checkbox"/>	Aggregate	\$5,000,000
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	1/1/2020	1/1/2021	<input checked="" type="checkbox"/>	Statutory	
				<input type="checkbox"/>	Each Accident	\$2,000,000
				<input type="checkbox"/>	Disease - Each Employee	\$2,000,000
				<input type="checkbox"/>	Disease - Policy Limit	
<input checked="" type="checkbox"/>	Property (Special Risk Includes Fire and Theft)	7/1/2019	7/1/2020	<input type="checkbox"/>		Blanket Limit, Replacement Cost (unless otherwise stated)
						Deductible: \$1,000
Description: Proof of Primex Member coverage only.						

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
State of NH, Dept of Environmental Services 29 Hazen Dr. PO Box 95 Concord, NH 03302-0095			By: <i>Mary Beth Purcell</i>
			Date: 4/20/2020 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

**Attachment A
2020 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 (14 years)
Pierce Rigrod	NHDES	Drinking Water & Groundwater Bureau	Supervisor VII	Grant Project Management (14 years)
Bess Morrison	NHDES	Drinking Water & Groundwater Bureau	Program Specialist III	Grant Project Management (1 years)

**Applications and Status
Source Protection Planning Projects**

Grant Applicant	Project Location	Grant Amount	Notes
Town of Albany Conservation Commission and Planning Board	Albany	\$2,400	
Town of Frankestown	Frankestown	\$10,000	
Town of Hampstead	Hampstead	\$20,000	
City of Manchester - Manchester Water Works	Manchester, Auburn, Candia, Hooksett, Chester	\$20,000	
Town of Newport	Unity	\$17,200	
North Conway Water Precinct and Saco Headwaters Alliance	Albany, Bartlett, Chatham, Conway, Eaton, Hart's Location, Jackson, Madison	\$20,000	
North Conway Water Precinct	Conway, Hale's Location	\$20,000	
Rockingham Planning Commission	Coastal Watershed focus w/ statewide outreach and applicability	\$20,000	
Pennichuck Water Works, Inc.	Multiple Communities	\$20,000	
Pennichuck Corporation	Nashua	\$12,000	<i>Unable to fund</i>
Pennichuck Corporation	Nashua	\$18,000	<i>Unable to fund</i>

Source Security Projects

Grant Applicant	Project Location	Grant Amount	Notes
Berlin Water Works	Berlin	\$20,000	
City of Keene	Roxbury	\$20,000	
Laconia Water Department	Laconia	\$7,476	
Town of Salem	Salem	\$14,005.31	
Buxton	Exeter	\$11,640	<i>Unable to fund</i>
Conway Village Fire District	Conway	\$20,000	<i>Ineligible</i>
Town of Newport	Newport	\$20,000	<i>Unable to fund</i>