



DEPARTMENT OF ENVIRONMENTAL SERVICES

Robert R. Scott, Commissioner



March 26, 2018

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

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to amend a grant agreement (PO#9005325) with the Rockingham Planning Commission (VC# 154887), by extending the completion date to December 31, 2018 from May 31, 2018 to complete a project to better protect drinking water from contamination. No additional funding is involved in this time extension. The grant agreement was originally approved by Governor and Council on May 3, 2017 as Item #72. 100% Federal Funds.

EXPLANATION

This amendment to the grant agreement is being requested in order to provide the Rockingham Planning Commission additional time in which to complete the agreed upon scope of services. The Commission is working to assist with an update to the town of Fremont's zoning ordinance to better protect local drinking water resources. However, the Commission was unable to complete grant work that required community outreach activities in advance of scheduled public hearings and a town vote in March. The extension will allow the Commission to fully conduct community outreach activities that explain the nature of the zoning changes so that Fremont voters can make a more informed choice to approve or disapprove the proposed amendments next year.

The Department of Environmental Services issued a request for proposals for 2017 Local Source Water Protection Grants. These grants are funded by set-asides under the Drinking Water State Revolving Loan Fund. Nineteen proposals were received. The proposals were evaluated and ranked based on criteria included in the request for proposals. Based on the available federal funding and eligibility criteria, the Department determined that it could offer grants to nine source protection planning projects and six source security projects, including this project with the Rockingham Planning Commission. To date, \$4,675 of the original grant award of \$10,580 has been spent.

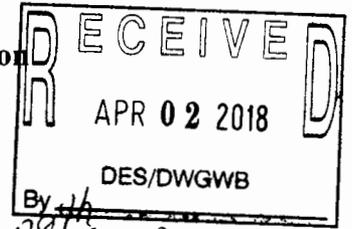
All other conditions of the original agreement will remain in full effect. This agreement has been approved as to form, substance, and execution by the Office of the Attorney General. In the event that Federal funds become no longer available, General funds will not be requested to support this program.

We respectfully request your approval.



Robert R. Scott
Commissioner

**Grant Agreement with the Rockingham Planning Commission
Local Source Water Protection Grant
Amendment No. 1**



This Agreement (hereinafter referred to as the "Amendment") dated this 28 day of March, 2018, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the "State") and the Rockingham Planning Commission, acting by and through its Executive Director, Mr. Tim Roache (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter referred to as the "Agreement") approved by the Governor and Council on May 3, 2017, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, the Grantee and the State have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:

(A) The Completion Date as set forth in sub-paragraph 1.6 of the Agreement shall be changed from May 31, 2018 to December 31, 2018.

2. Effective Date of Amendment: This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.

3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

ROCKINGHAM PLANNING COMMISSION

By: [Signature]
Tim Roache, Executive Director, Rockingham Planning Commission

STATE OF NEW HAMPSHIRE
COUNTY OF Rockingham

On this the 28th day of March, 2018, before the undersigned officer, personally appeared Tim Roache who acknowledged himself to be the person who executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public/Justice of the Peace



My Commission Expires: 3/23/21

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

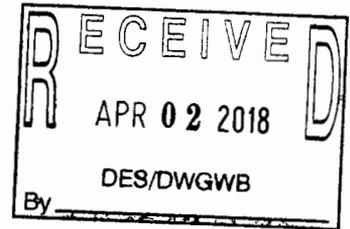
By: [Signature]
Robert R. Scott, Commissioner

Approved by Attorney General this 6th day of April, 2018, as to form, substance and execution.

OFFICE OF ATTORNEY GENERAL

By: [Signature]
Gordon Landry, Assistant Attorney General

Certificate of Authority



I, Glenn Coppelman, Secretary of the Rockingham Planning Commission, do hereby certify that:

- (1) I am the duly elected and acting Secretary of the Rockingham Planning Commission, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53);
- (2) at the meeting held on February 28, 2018, the Rockingham Planning Commission voted to authorize the Executive Director to apply for, accept and expend money from the state, federal, or other governmental unit or a private source, which becomes available during the fiscal year;
- (3) this authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof, and
- (4) the following person has been appointed to, and now occupies, the office indicated under item 2 above:

Tim Roache, Executive Director

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of Rockingham Planning Commission on this 28th day of MARCH, 2018

[Signature]
Secretary

3/28/18
Date

State of New Hampshire,
County of Rockingham,

On this 28th day of March, 2018, before me, Annette Pettengill, Notary Public, the undersigned officer, personally appeared, Glenn Coppelman, who acknowledged himself to be the Secretary of the Rockingham Planning Commission, and that he, as such Secretary, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

[Signature]
Notary Public

Commission Expires:

3/23/21

(Official Seal)





CERTIFICATE OF COVERAGE

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

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

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

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

<i>Participating Member:</i> Rockingham Regional Planning Commission 156 Water Street Exeter, NH 03833	<i>Member Number:</i> 563	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease – Each Employee	\$2,000,000
			Disease – Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
NH Dept of Environmental Services 29 Hazen Drive Concord NH 03302			By: <i>Tammy Denver</i>
			Date: 3/29/2018 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Amy Hudner



The State of New Hampshire
Department of Environmental Services



Clark B. Freise, Assistant Commissioner

March 30, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

APPROVED G & C
DATE 5/3/17
ITEM # 72

REQUESTED ACTION

Authorize the Department of Environmental Services to award a Local Source Water Protection grant to the Rockingham Planning Commission (VC #154887) in the amount of \$10,580 to complete a project to protect public drinking water systems, effective upon Governor and Council approval through May 31, 2018. 100% Federal Funds.

Funding is available as follows:

03-44-44-441018-4718-072-500574
Dept. Environmental Services, DWSRF Administration, Grants- Federal

FY2017
\$10,580

EXPLANATION

The Department of Environmental Services issued a request for proposals for 2017 Local Source Water Protection Grants. These grants are funded by set-asides under the Drinking Water State Revolving Loan Fund. Nineteen 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 nine source protection planning projects and six source security projects. See attachment A for the full list of grants awarded and list of reviewers.

Rockingham Planning Commission will use grant funds to work with the Town of Fremont to revise their Aquifer Protection District, develop a Best Management Practices inspection program for potential contamination sources to the aquifer and hold workshops on aquifer protection. This project will provide better protection for the drinking water resources of Fremont and surrounding 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. This grant award, while less than \$25,000 threshold, requires G&C approval as the Rockingham Planning Commission has already received funds in excess of the threshold for this fiscal year.

We respectfully request your approval.



Clark Freise
Assistant Commissioner

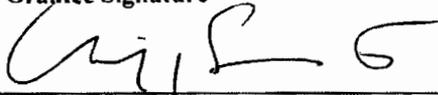
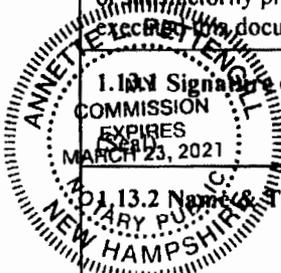
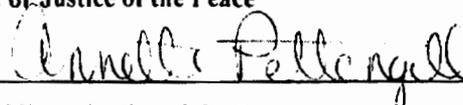
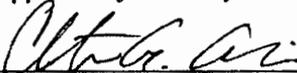
Subject: Rockingham Planning Commission

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. 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: Rockingham Planning Commission		1.4 Grantee Address 156 Water St. Exeter, NH 03833	
1.5 Effective Date Upon G&C approval	1.6 Completion Date May 31, 2018	1.7 Audit Date N/A	1.8 Grant Limitation \$10,580
1.9 Grant Officer for State Agency Amy Hudnor, NH Department of Environmental Services		1.10 State Agency Telephone Number (603) 271- 2950	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor Cliff Sinnott, Executive Director	
1.13 Acknowledgment: State of <u>New Hampshire</u> , County of <u>Rockingham</u> On <u>3/23/2017</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  			
1.13.2 Name & Title of Notary Public or Justice of the Peace Annette Pellingill, Notary			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) CLARK B. FREESE, Asst. Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By:  Attorney, On: <u>4/14/2017</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 or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement, the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents 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

Rockingham Planning Commission:

Rockingham Planning Commission will use New Hampshire Department of Environmental Services (NHDES) grant funds to work with the Town of Fremont to revise the 1988 Aquifer Protection District, develop a Best Management Practices (BMP) inspection program for potential contamination sources (PCSs) and hold workshops for residents and business owners within the District. Specifically, the following task, as described in the application submitted to NHDES, will be accomplished:

1. Review Aquifer Protection District Regulations & Summarize BMP Inspection Program Requirements. Review existing Aquifer Protection District regulations against NHDES' Model Groundwater Protection Zoning Ordinance with Planning Board, Conservation Commission and municipal staff. Summarize requirements for establishing a BMP inspection program for PCSs with Planning Board and municipal staff. Review and summary materials will be sent to NHDES for review and comment.

2. Draft Aquifer Protection Zoning Revisions and Summarize BMP Requirements. Review draft (proposed) regulations and summarize BMP inspection program requirements with Planning Board, Select Board, Conservation Commission and municipal staff. Revisions will contain provisions that will include language that clarifies the Planning Board's review and enforcement of a local BMP inspection program, consistent with NHDES Model language. Provide a copy of the draft to NHDES for review.

3. Finalize Aquifer Protection Zoning Language. Work with the Planning Board to finalize Aquifer Protection District language and warrant article language to be voted on at March 2018 town meeting. Establish with the Board public hearing date(s) for the revised Aquifer Protection District. Provide a copy of the final language to NHDES for review.

4. Review and Compile PCSs Information: Within the proposed Aquifer Protection District, identify existing PCSs and determine which will likely require BMP inspection. Develop an updated inventory of PCSs with field attributes that conform to NHDES PCS GIS layer. Develop a town map of PCSs for use in Tasks 5 and 6. Provide a copy to NHDES for review.

5. Develop Workshop and Outreach Materials. Work with Planning Board, Select Board Conservation Commission and municipal staff to develop or revise outreach material from NHDES and/or other sources regarding aquifer zoning and BMP inspection programs designed for business and residential audiences. Develop final presentation and print materials for workshops and host one workshop for residents and one workshop for business-owners. Provide copies of materials NHDES for review.

6. Host Two Community Workshops. Work with Planning Board and Conservation Commission to organize and hold one residential and one business owner workshop. The workshops would focus on educating both groups concerning activities that would be subject to the new zoning and BMP inspection program and would highlight key revisions within the proposed Aquifer Protection Ordinance proposal and procedures for administering a local BMP inspection program. Both workshops will be aired on the Fremont local cable access channel and workshop materials will be posted on the town website.

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 3 month quarter after grant approval from Governor & Council.

Grantee Initials *CMS*
Date 3/29/17

EXHIBIT B
BUDGET & PAYMENT METHOD

All services shall be performed to the satisfaction of the Department of Environmental Services before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of the associated invoice. **If the invoice is less than the initial estimate, only the amount on the invoice will be paid.** Payments shall be made in accordance with the following schedule, based upon completion of specific tasks:

Task Number/Description	Source Water Protection Grant
1. Review Ordinance and Summarize BMP Program Requirements	\$1,370.00
2. Draft and Finalize Aquifer Protection Zoning Revisions; Summarize BMP Requirements	\$3,150.00
3. Finalize Aquifer Protection District Ordinance for Planning Board Review	\$1,020.00
4. Review and Compile PCSs	\$1,360.00
5. Develop Public Workshop & Outreach Materials	\$2,720.00
6. Host Two Community Workshops	\$960.00
TOTAL	\$10,580.00

EXHIBIT C
SPECIAL PROVISIONS

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

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.

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 *aus*
Date 3/23/17

CERTIFICATE of AUTHORITY

I, Joan Whitney, Secretary of the Rockingham Planning Commission, do hereby certify that:

- (1) I am the duly elected Secretary;
- (2) at the meeting held on March 22, 2017, the Rockingham Planning Commission voted to accept funds and enter into a contract with NH Department of Environmental Services to receive a 2017 Local Sourcewater Protection Grant;
- (3) the Rockingham Planning Commission further authorized the Executive Director to execute any documents which may be necessary for this contract;
- (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; and
- (5) the following person has been appointed to and now occupies the office indicated in (3) above:

Clifford M. Sinnott

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Rockingham Planning Commission, this 23rd day of March 2017

Joan Whitney
Joan Whitney, Secretary

STATE OF NEW HAMPSHIRE

County of Rockingham

On this the 23rd day of March, 2017, before me Annette Pettengill the undersigned officer, personally appeared Joan Whitney who acknowledged him/herself to be the Secretary of the Rockingham Planning Commission being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

Annette Pettengill
Annette Pettengill, Notary Public

Commission Expiration Date: 3/23/21





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: Rockingham Regional Planning Commission 156 Water Street Exeter, NH 03833	Member Number: 563	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits, NH Statutory Limit, Apply, if Not
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> Statutory Each Accident \$2,000,000 Disease – Each Employee \$2,000,000 Disease – Policy Limit
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ – NH Public Risk Management Exchange
NH Dept of Environmental Services PO Box 95 Concord NH 03302			By: <i>Tammy Denver</i>
			Date: 3/23/2017 tdenver@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/23/2017

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 have **ADDITIONAL INSURED** provisions or 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 Liberty Mutual Insurance PO Box 188065 Fairfield, OH 45018	CONTACT NAME: PHONE (A/C No. Ext): 800-962-7132 FAX (A/C No.): 800-845-3666 E-MAIL ADDRESS: BusinessService@LibertyMutual.com <hr/> INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Peerless Insurance Company 24198 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Rockingham Planning Commission 156 Water St Exeter NH 03833	

COVERAGES **CERTIFICATE NUMBER: 34801378** **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	ADOL	SUBR	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 <input checked="" type="checkbox"/> Businessowners <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BOP9084731	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY			BA9475732	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER NH Dept of Environmental Services 29 Hazen Drive Concord NH 03302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <hr/> AUTHORIZED REPRESENTATIVE Robert Wong
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**Attachment A
2017 Local Source Water Protection Grant Listing**

Grant Reviewer List

Name	Department	Bureau	Title	Justification (Experience)
Paul Susca	NHDES	Drinking Water & Groundwater Bureau	Administrator III	Source Water Protection Program Manager (12 years)
Pierce Rigrod	NHDES	Drinking Water & Groundwater Bureau	Supervisor VII	Grant Project Management (12 years)
Amy Hudnor	NHDES	Drinking Water & Groundwater Bureau	Program Planner I	Grant Project Management (4 years)

Applications and Status

Source Protection Planning Projects

Grant Applicant	Location	Grant Amount	Notes
Bear-Paw Regional Greenways	Deerfield	\$7,080.00	
City of Manchester	Manchester	\$20,000.00	
City of Manchester	Manchester	\$20,000.00	
Granite State Rural Water Assoc.	Walpole	\$19,563.00	
Lakes Region Planning Commission	Meredith	\$15,000.00	
Rockingham Planning Commission	Exeter	\$10,580.00	
Southeast Land Trust of NH	Exeter	\$20,000.00	
Strafford Regional Planning Commission	Rochester	\$18,722.00	
Upper Saco Valley Land Trust	North Conway	\$20,000.00	
Pennichuck Water Works	Merrimack	\$20,000.00	Unable to fund
North Haverhill Water and Light	Haverhill	\$20,000.00	Unable to fund

Source Security Projects

Grant Applicant	Location	Grant Amount	Notes
City of Claremont	Claremont	\$5,348.00	
City of Dover	Dover	\$20,000.00	
Epsom Village Water Dist.	Epsom	\$12,000.00	
Ladd Hill Cooperative	Belmont	\$3,620.00	
Newfields Village Water and Sewer	Newfields	\$5,000.00	
Town of Troy	Troy	\$15,662.00	
Newton Learning Center	Newton	\$4,831.00	Unable to fund
View Point Cooperative	Swanzy	\$10,000.00	Unable to fund