



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner



March 21, 2016

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 Rockingham Planning Commission (VC # 154887B001), Exeter, NH in the amount of \$9,500 to complete a project to protect public drinking water systems, effective upon Governor and Council approval through May 31, 2017. 100% Federal Funds.

Funding is available as follows:

03-44-44-441018-4718-072-500574	<u>FY2016</u>
Dept. Environmental Services, DWSRF Administration, Grants- Federal	\$9,500

EXPLANATION

The Department of Environmental Services issued a request for proposals for 2016 Local Source Water Protection Grants. These grants are funded by set-asides under the Drinking Water State Revolving Loan Fund. Twelve 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 two source security projects. See attachment A for the proposal rankings and list of reviewers.

Rockingham Planning Commission (RPC) will use Local Source Water Protection grant funds to assist the Town of Seabrook to prepare a groundwater reclassification application and complete the application process in accordance with state administrative rule Env-Dw 901, Groundwater Reclassification. The GAA reclassification will protect the wellhead protection areas associated with the municipal wells that provide groundwater to Seabrook's public water system.

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.


Thomas S. Burack
Commissioner

Subject: Rockingham Planning Commission

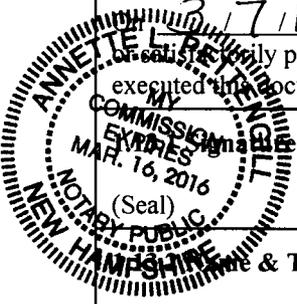
GRANT AGREEMENT

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, 2017	1.7 Audit Date N/A	1.8 Grant Limitation \$9,500
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 <i>[Signature]</i>		1.12 Name & Title of Grantee Signor <i>Cliff Sinnott, Executive Director</i>	
1.13 Acknowledgment: State of <u>New Hampshire</u> , County of <u>Rockingham</u> <u>3/7/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12., satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
Signature of Notary Public or Justice of the Peace <i>Annette Pettengill</i>			
Name & Title of Notary Public or Justice of the Peace <i>Annette Pettengill, Notary</i>			
1.14 State Agency Signature(s) <i>Thomas S. Burack</i>		1.15 Name/Title of State Agency Signor(s) Thomas S. Burack, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By: <i>[Signature]</i> Attorney, On: <u>3/28/16</u>			
1.17 Approval by the Governor and Council 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; 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 supercedes all prior agreements and understandings relating hereto.

EXHIBIT A
SCOPE OF WORK

Rockingham Planning Commission:

The Rockingham Planning Commission (RPC) will use Local Source Water Protection grant funds to assist the Town of Seabrook to prepare a groundwater reclassification application and complete the application process in accordance with state administrative rule Env-Dw 901, Groundwater Reclassification. The GAA reclassification will protect the wellhead protection area(s) associated with the municipal wells that provide groundwater to Seabrook's public water system identified under US EPA ID 2111010. Specifically, the following tasks as described in the application submitted to NHDES will be accomplished:

Task 1: Project Organization and Municipal Review Team

- 1.1 Meet with municipal staff and develop a specific process and schedule and strategy for preparation of the groundwater reclassification application and coordination of related tasks.
- 1.2. Using NHDES' Groundwater Reclassification Checklist, obtain information from NHDES and/or Town of Seabrook necessary to complete the application. This includes the WHPA delineation map, up-to-date potential contamination source (PCS) inventory report (items 5-6f on the checklist) and management plan (items 7-13 on the checklist). Create an Excel file with columns containing property owner mailing addresses. Provide all items to NHDES for review and comment.

Task 2: Outreach to Neighboring Municipalities

- 2.1 Coordinate with the Town of Seabrook to conduct outreach activities in three neighboring municipalities (South Hampton, South Hampton, Kensington) to discuss Seabrook's prospective groundwater GAA reclassification. Outreach objectives and methods will be clarified by the project team along with a timeline and submitted to NHDES for review and comment.
- 2.2 Outreach will explain the reclassification program, its purpose, educational benefits, BMP inspection activities and restrictions on high-risk land uses. Existing NHDES outreach materials and reclassification guidance will be used and/or referenced in outreach materials as will information from Task 1. Outreach will focus on the importance and need for collaboration to protect groundwater, schedule and nature of educational and PCS BMP inspection activities.
- 2.3 Selectman will include a description of PCS BMP inspections, and an invitation to attend an inspection in Seabrook. Obtain a preliminary consensus of the neighboring communities' Boards of Selectman and follow up on any concerns. Provide a summary of comments and concerns expressed at outreach events in Seabrook and affected neighboring communities. The summary will include meeting dates, attendee lists, presentations/materials used and will be forwarded to NHDES.

Grantee Initials *CMS*
Date *3/7/16*

2.4 Request neighboring affected communities establish an arrangement to coordinate inspections of PCSs with Seabrook once every three years by the Town of Seabrook or an official designed by the Selectman in the neighboring community. Submit meeting minutes indicating a motion to coordinate on regular PCS inspections or copy of a written arrangement.

Task 3: Planning Board and/or Selectman Meetings and Meetings with Neighboring Communities

3.1 Attend up to six (6) meetings with the Planning Board and/or Board of Selectmen in Seabrook and up to six (6) meetings with affected neighboring communities to explain the reclassification program, address concerns and/or provide updates on the application status. Meetings with affected neighboring community

Task 4: Hold a Public Informational Meeting

4.1 Organize and hold one“public informational meeting” at a convenient time and public location to provide information about the reclassification application in accordance with Env-Dw 901.14. Keep written minutes and submit description containing items 4a-4f found on the Groundwater Reclassification Checklist consistent with Env-DW 901.06(g). Submit a summary with minutes to NHDES as well as copies of public notice. Notify NHDES in advance of the time and date of this meeting.

Task 5: Attend Public Hearing on Groundwater Reclassification Application

5.1 Attend a public hearing organized by NHDES in accordance with notice requirements within RSA 485- C:9, VI and 901.11(2).

Task 6: Final Reclassification Application

6.1 Review NHDES Reclassification Program checklist and prepare final reclassification application completing all application requirements on the checklist. Submit a copy of complete reclassification application for NHDES review and comment.

6.2 Present to Town of Seabrook final application for Town of Seabrook selectman signature per Env-DW 901.

6.3 Provide a copy of the application and request a letter of support or neutrality from each affected neighboring municipal Board of Selectman to include in GAA reclassification application.

6.4 Forward final reclassification application to Town of Seabrook Board of Selectman and a copy to NHDES. Attend final Seabrook Board of Selectman meeting involving a vote on the application.

Grantee Initials *Chrs*
Date *3/7/16*

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.

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:

Task Number/Description	Source Water Protection Grant
Task 1: Project Organization and Municipal Review Team	\$2,900
Task 2: Outreach to Neighboring Municipalities	2,400
Task 3: Planning Board and/or Selectman Meetings	\$1,600
Task 4: Hold a Public Informational Meeting	\$450
Task 5: Attend Public Hearing on Groundwater Reclassification Application	\$210
Task 6: Prepare Final Reclassification Application	\$1,940
TOTAL	\$9,500

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

Grantee Initials *AMS*
Date *3/7/16*

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 CMF
Date 3/7/16

CERTIFICATE OF VOTE

I, BARBARA KRAVITZ, Secretary of the Rockingham Planning Commission, do hereby certify that:

(1) at the meeting held February 10, 2016, the Rockingham Planning Commission voted to authorize Cliff Sinnott, 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;

(2) at the meeting on February 10, 2016, the Rockingham Planning Commission agreed to receive a 2016 Local Source Water Protection Grant from NH Department of Environmental Services (DES) to fund the Source Water Protection Measures Project.

Official Motion: Motion by Joan Whitney, "to enter into and approve a grant agreement with the DES in the amount of \$9,500.00 to Rockingham Planning Commission and to authorize Cliff Sinnott, Executive Director, to sign paperwork associated with such grant on behalf of the Rockingham Planning Commission", Mike Turrell seconds the motion.

Vote Unanimous:

IN WITNESS WHEREOF, I have hereunto set my hands as the Secretary of Rockingham Planning Commission.

Barbara Kravitz
Secretary

March 7, 2016
Date

State of New Hampshire, County of Rockingham:

On this 7th day of March, 2016 before me, Annette Pettengill, Notary Public, the undersigned officer, personally appeared, Barbara Kravitz, who acknowledged herself to be the Secretary of Rockingham Planning Commission, and that she, 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.

Annette Pettengill
Notary Public



Commission Expires: March 16, 2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/7/2016

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	
	INSURER(S) AFFORDING COVERAGE	
INSURED Rockingham Planning Commission 156 Water Street Exeter NH 03833	INSURER A : Peerless Insurance Company NAIC # 24198	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES

CERTIFICATE NUMBER: 28868313

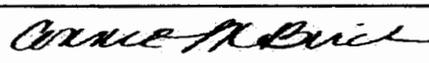
REVISION NUMBER:

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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Businessowners GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		BOP9084731	7/1/2015	7/1/2016	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		BA9475732	1/11/2016	1/11/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR 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) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				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**CANCELLATION**

New Hampshire Department of Environmental Services PO Box 95 Concord NH 03302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Connie Birch

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ACORD 25 (2016/03)

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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								
General Liability (Occurrence Form)										
Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td style="text-align: right;">\$</td></tr> <tr><td>General Aggregate</td><td style="text-align: right;">\$</td></tr> <tr><td>Fire Damage (Any one fire)</td><td style="text-align: right;">\$</td></tr> <tr><td>Med Exp (Any one person)</td><td style="text-align: right;">\$</td></tr> </table>	Each Occurrence	\$	General Aggregate	\$	Fire Damage (Any one fire)	\$	Med Exp (Any one person)	\$
Each Occurrence	\$									
General Aggregate	\$									
Fire Damage (Any one fire)	\$									
Med Exp (Any one person)	\$									
Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Combined Single Limit (Each Accident)</td><td></td></tr> <tr><td>Aggregate</td><td></td></tr> </table>	Combined Single Limit (Each Accident)		Aggregate					
Combined Single Limit (Each Accident)										
Aggregate										
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2016	1/1/2017								
		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td><input checked="" type="checkbox"/> Statutory</td><td></td></tr> <tr><td>Each Accident</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td>Disease – Each Employee</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td>Disease – Policy Limit</td><td style="text-align: right;">\$</td></tr> </table>	<input checked="" type="checkbox"/> Statutory		Each Accident	\$2,000,000	Disease – Each Employee	\$2,000,000	Disease – Policy Limit	\$
<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 Department of Environmental Services P.O. Box 95 Concord, NH 03302			By: <i>Tammy Denver</i>
			Date: 3/4/2016 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

**Attachment A
2016 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 (11 years)
Pierce Rigrod	NHDES	Drinking Water & Groundwater Bureau	Supervisor VII	Grant Project Management (11 years)
Amy Hudnor	NHDES	Drinking Water & Groundwater Bureau	Program Planner I	Grant Project Management (3 years)

**Applications and Rankings
Source Protection Planning Projects**

Grant Applicant	Project Location	Grant Amount	Rank	Notes
Rockingham Planning Commission	Seabrook	\$9,500	1	
Green Mountain Conservation Group	Eaton, Effingham, Freedom, Ossipee, Madison, Sandwich, Tamworth	\$19,387	2	
Lake Winnepesaukee Association	Meredith	\$16,770	3	
Town of Merrimack	Merrimack	\$19,800	4	
City of Concord	Concord	\$20,000	5	
Strafford Regional Planning Commission	Newmarket	\$19,960	6	
Lower Bartlett Water Precinct	Bartlett	\$8,908	7	
Pennichuck Water Works	Nashua, Amherst, Merrimack, Hollis, Milford	\$20,000	8	
City of Manchester	Manchester, Auburn, Candia, Chester, Hooksett	\$20,000	9	
Town of Ashland	Ashland	\$0		Unable to fund

Source Security Projects

Grant Applicant	Project Location	Grant Amount	Rank	Notes
Town of Northumberland	Northumberland	\$6,300	1	
Town of Exeter	Exeter	\$16,045	2	