

## The State of New Hampshire

## **Department of Environmental Services**

Robert R. Scott, Commissioner

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March 7, 2022

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

## **REQUESTED ACTION**

Authorize the Department of Environmental Services to award a Local Source Water Protection grant to the Town of Warner/Warner Conservation Commission (VC #177493-B001) in the amount of \$14,300 to complete a project to protect public drinking water supplies, effective upon Governor and Council approval through May 31, 2023. 100% Federal Funds.

Funding is available in the following account:

03-44-44-441018-4718-072-500574

Dept. Environmental Services, DWSRF Administration, Grants-Federal

FY2022 \$14,300

### **EXPLANATION**

The Department of Environmental Services issued a request for proposals for 2022 Local Source Water Protection Grants. These grants are funded by set-asides under the Drinking Water State Revolving Loan Fund. Eighteen proposals were received. The proposals were evaluated and ranked based on criteria included in the request for proposals, such as whether the project fulfills a component of a source water protection program, that the proposed project addresses appropriate threats, and that the project will deliver a valuable and useful product. Based on eligibility and the available loan management fee funding, the Department determined that it could offer grants to ten source protection planning projects and three source security projects. See Attachment A for the full list of grants awarded and list of reviewers.

The Town of Warner will use the Source Water Protection Grant funds to inform decision makers, businesses, and residents about the high value of the local drinking water resources. The grant funds will also be used to review current regulations and prepare a municipal groundwater protection ordinance.

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

We respectfully request your approval of this item.

Robert R. Scott, Commissioner

## **GRANT AGREEMENT**

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

1. Identification and Definitions.

1.1. State Agency Name	2	1.2. State Agency Addre	ess		
NH Department of Environmental Services		29 Hazen Drive, Concord, NH 03302-0095			
1.3. Grantee Name Town of Warner/Warner Conservation Commission		1.4. Grantee Address Warner Town Hall, 5 E. Main St., Warner, NH 03278			
1.5 Grantee Phone # (603) 491-8405	1.6. Account Number 03-44-44-441018-4718-072	1.7. Completion Date May 31, 2023	1.8. Grant Limitation \$ 14,300		
1.9. Grant Officer for S Pierce Rigrod, NH Dept. of		1.10. State Agency Telephone Number (603) 271-0688			
	r village district: "By signing the ceptance of this grant, including		e complied with any public		
1.11. Grantee Signatur	re 1	1.12. Name & Title of Grantee Signor 1			
Diare Buciardell		Diane Ricciardelli, Town Administrat			
		Name & Title of Grantee Signor 2			
Grantee Signature 3		Name & Title of Grantee Signor 3			
1.13 State Agency Sign	nature(s)	1.14. Name & Title of St Robert R. Scott, Commission	tate Agency Signor(s) oner, NHDES		
1.15. Approval by Atto	rney General (Form, Subs	tance and Execution) (if G	& C approval required)		
By:		attorney General, On: 3	NO AN		
1.16. Approval by Gov	ernor and Council (if app	olicable)			
By: On: / /					

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

- 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 on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon 9.3 signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports 9.4. required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
- 5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration 10. of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, 11.1.1 or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of 11.1.2 these general provisions.
- COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In 11.1.4 connection with the performance of the Project, the Grantee shall comply with all 11.2. statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including 11.2.1 the acquisition of any and all necessary permits and RSA 31-95-b.
- RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the 11.2.2 Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership
- 8. with, the entity identified as the Grantee in block 1.3 of these provisions
- 8.1. PERSONNEL
  - The Grantee shall, at its own expense, provide all personnel necessary to perform 12.2. 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
- 8.2. to perform such Project under all applicable laws. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, 12.3.
  - or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with
- 8.3. the State, or who is a State officer or employee, elected or appointed. 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 12.4.
- 9. Officer, and his/her decision on any dispute, shall be final.
- 9.1. DATA; RETENTION OF DATA; ACCESS
  - As used in this Agreement, the word "data" shall mean all information and things 13. developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- Detween 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.
- No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 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.
- CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
- 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.
  - . TERMINATION
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general 12.2.
- 2.2. 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.
- 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 bereunder.
  - 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. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials Date 2 21 2022

any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

- 14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of 18. the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
- 15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or 19. otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
- 16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf 21. of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
- 17.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall 23. 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
- Statutory workers' compensation and employees liability insurance for all 24. employees engaged in the performance of the Project, and
- General liability insurance against all claims of bodily injuries, death or property 17.1.2 damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

- approval of the undertaking or carrying out of such Project, shall participate in 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy
  - WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
  - 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.
    - AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency
  - 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 intend of the parties hereto.
  - 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.
  - 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.
    - SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Grantee Initials \

## EXHIBIT A SPECIAL TERMS AND CONDITIONS

## **Town of Warner:**

Changes to the Scope of Work or reallocation of grant funds require NHDES approval in advance.

Work must be completed by the completion date listed on the grant agreement (section 1.7). Requests for payment along with required proof of work must be submitted no later than 90 days after the completion date or the grant will be closed out and funds will no longer be available.

If a deadline extension is requested, the grantee must make that request for approval at least two months before the completion date. Failure to do so may result in lower rankings of future grant applications.

Federal Funds paid under this agreement are from a Grant to the State from the U.S. Environmental Protection Agency, Drinking Water State Revolving Fund Set-Asides under CFDA #66.468. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant are hereby adopted in full force and effect to the relationship between this Department and the grantee.

Grantee Initials MC Date 2 21 202 2

## EXHIBIT B SCOPE OF WORK

The Town of Warner will use New Hampshire Department of Environmental Services (NHDES) grant funds to improve protection of the town's drinking water resources (groundwater) while supporting the potential for Warner's sustainable long-term economic development. The grant funding will be used to assess threats to groundwater (including climate conditions), develop a local groundwater protection zoning ordinance and develop public educational materials that explain the value of protecting groundwater and how that will be achieved through local planning and zoning (or regulations).

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

#### Task 1. Stakeholder Committee Formation

Form a diverse project committee that includes representation from the Warner Village Water District, Conservation Commission, Warner Planning Board, business community and other stakeholders that will meet periodically (virtually or in-person) to oversee/guide the project and review deliverables, including proposed zoning changes and educational materials.

Hold a kick-off meeting to review local groundwater information and discuss local plans including the master plan and hazard mitigation plan.

**Deliverables**: A list of committee participants, titles and contact information with a schedule of regular committee meetings. Meeting will be noticed and held in accordance with public meeting requirements, and minutes from the meetings will be included.

## Task 2. Mapping/Identification of Potential Contamination Sources (PCSs) and Climate Risks

Obtain PCS geographic information system (GIS) data from NHDES and conduct a windshield survey to confirm accuracy of PCS data in the wellhead protection areas (WHPAs) and other areas considered important as sources of drinking water. Update GIS PCS layer in accordance with NHDES metadata to include all relevant field attribute updates.

Collect information about other threats, including climate and summarize how climate threats and mitigation actions may be achieved through local zoning or planning regulations (e.g., reducing impervious cover, parking lot regulations, stormwater practice/culvert sizing, water conservation and use restrictions during drought, etc.)

**Deliverables**: Produce a map showing local PCS data or other threat data, WHPAs, stratified drift aquifers and summarize local regulatory changes in a memo identifying how those changes can better address climate and protect groundwater resources.

Grantee Initials DN Date 721

## Task 3. Ordinance Review and Development of Groundwater Protection Ordinance

Review NHDES' Model Groundwater Protection Zoning guidance and determine what sections to consider for local adoption. Collaborate with the Warner Planning Board to develop the best approach and types of protection most needed in local zoning.

Draft a local groundwater protection ordinance and solicit Stakeholder Committee review and comments. Provide a draft ordinance to the Planning Board for review and comment and revise the draft ordinance based on the comments provided by the Planning Board and NHDES.

**Deliverables**: A draft of the groundwater protection zoning ordinance will be provided to NHDES for review and comment prior to completion. Memo concerning Planning Board's intent to bring forward groundwater protection zoning in 2022-2023.

## Task 4. Public Education/Outreach

Design public educational materials that are persuasive and reflect current or future groundwater threats and highlight the value of groundwater and how local zoning can protect groundwater quality and availability. Provide a draft to NHDES for review and comment <u>prior to public distribution</u>.

Hold two informational meetings in collaboration with the Planning Board and make educational materials available online, in town hall and at the town library.

Prepare a final presentation to be given at two public hearings with the Planning Board focused on the risks to groundwater quality and availability and how the groundwater protection ordinance will address those risks.

**Deliverables:** Copy of final presentation, educational materials and minutes from the public hearings and informational meetings.

Quarterly progress report forms must be completed by grant recipients or their subcontractor and submitted to NHDES <u>every three months</u>, beginning with the first full three (3) month quarter after grant approval from Governor & Council.

Grantee Initials DR Date 2-21-2022

# EXHIBIT C METHOD OF PAYMENT

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

Task Number/Description	<b>Source Water Protection Grant</b>
Task 1. Stakeholder Committee Formation	\$500
Task 2. Mapping/Identification of Potential Contamination Sources (PCSs) and Climate Risks	\$3,000
Task 3. Ordinance Review and Development of Groundwater Protection Ordinance	\$5,400
Task 4. Public Education/Outreach	\$5,400
TOTAL	\$14,300

Grantee Initials DR
Date 27-2022



February 18, 2022 Warner Select Board

Motion by to enter into and approve a grant agreement with the DES in the amount of \$14,300 to Warner, NH, and to Authorize Town Administrator, Diane Ricciardelli, to sign paperwork associated with such grant on behalf of the Town.

Second:

Select Board Signatures:

Clyde Carson, Chair

February 18, 2022

Christine Frost

Sam Bower

Vote Unanimous:

In witness whereof, I have bereunto set my hands as the Town Clerk of Warner, NH.

MICHELE L. COURSER Notary Public - New Hampshire My Commission Expires December 5, 2023 You or an authorized person of your organization will need to review, complete/sign and return:

- 1) <u>Grant Agreement and Exhibits A-C</u>. The grant agreement must be signed by the grantee's authorized representative. Please review the Exhibits A-C document that was previously sent to confirm it is acceptable. Depending upon the amount of public liability insurance you have, NHDES can consider adjusting the amount in the contract to under \$2,000,000 for bodily injury or death in any one incident. We have modified Exhibit C (Special Provisions) in the grant agreement to reflect your level of insurance.
- 2) **Certificate/Vote of Authority**. This Certificate must also be signed <u>and notarized</u> and returned to DES as original signed documents.
- 3) Certificate of Good Standing (if required) The original must be returned to DES, and
- 4) Certificate of Insurance can be sent electronically (NHDES does not need an original). (ALREADY PROVIDED)

Please note the originals needed can be scanned and sent electronically (email) to help start the approval process internally while waiting on the **mailed <u>originals</u>** to arrive at NHDES.

Again congratulations and please let me know if you have any questions.

Thank you, Pierce

Attachments:	
Example Votes Memo Towns & Village Districts.doc	33.5 KB
SWP-334 First Letter.pdf	279 KB
Required Items for G&C Processing Updated.doc	73.5 KB
G-1 Grant Agreement Nov 2021.pdf	966 KB
SWP-334 Exhibit A-C.docx	30.9 KB



Concord, NH 03301

### 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 Primex<sup>3</sup>. 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: Me	mber Number:		Comp	any Affor	ding Coverage:		
Town of Warner 5 East Main Street PO Box 265 Warner, NH 03278	317		Bow 46 D	Brook Onovar	Risk Management Ex Place n Street H 03301-2624	change - Primex <sup>3</sup>	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration (mm/dd/y)		Limits	- NH Statutory Limits	May Apply, If Not:	
X General Liability (Occurrence Form) Professional Liability (describe)  Claims Made Occurrence	1/1/2022	1/1/202	23	Gener Fire D fire)	Occurrence ral Aggregate Damage (Any one Exp (Any one person)	\$ 5,000,000 \$ 5,000,000	
Automobile Liability Deductible Comp and Coll: \$1,000  Any auto					oined Single Limit accident) egate		
X Workers' Compensation & Employers' Liability	1/1/2022	1/1/202	23	X	Statutory	\$ 2,000,000	
0 00 000				Each	Accident	\$ 2,000,000	
				Disea	Se - Each Employee		
				Disea	se - Policy Limit		
X Property (Special Risk includes Fire and Theft)	1/1/2022	1/1/202	Cost (unless otherwise stated)		Deductible: \$1,000		
Description: Proof of Primex Member coverage only. The Participating Member will advise of cancellation no less than 10 days prior.							
CERTIFICATE HOLDER: Additional Covered Party Loss Payee			Primex³ – NH Public Risk Management Exchange  By: Wary Beth Purcell  Date: 2/9/2022 mpurcell@nhprimex.org			•	
NH Department of Environmental Services 29 Hazen Drive PO Box 95			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone				

603-228-3833 fax

# Attachment A 2022 Local Source Water Protection Grant Rankings

## **Grant Reviewer List**

Name	Department	Bureau	Title	Justification (Experience)
Paul Susca	NHDES	Drinking Water &	Administrator III	Source Water Protection
		Groundwater Bureau		Program Manager (17 years)
Pierce Rigrod	NHDES	Drinking Water &	Supervisor VII	Grant Project Management
		Groundwater Bureau		(17 years)
Bess Morrison	NHDES	Drinking Water &	Program Specialist III	Grant Project Management
		Groundwater Bureau	20071 E	(3 year)

## **Applications and Status**

**Source Protection Planning Projects** 

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

Source Security Projects

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