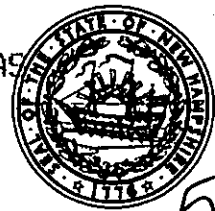




The State of New Hampshire  
**Department of Environmental Services**

Robert R. Scott, Commissioner

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April 27, 2020

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

**REQUESTED ACTION**

Authorize the Department of Environmental Services to award a Local Source Water Protection grant to the North Conway Water Precinct (VC #154445 B001) in the amount of \$40,000 to complete two projects to protect public drinking water supplies, effective upon Governor and Council approval through May 31, 2021. 100% Federal Funds.

Funding is available in the following account:

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

Dept. Environmental Services, DWSRF Loan Management, Grants- Federal

FY2020

\$40,000

**EXPLANATION**

The Department of Environmental Services issued a request for proposals for 2020 Local Source Water Protection Grants. These grants are funded by set-asides under the Drinking Water State Revolving Loan Fund. Eighteen proposals were received. The proposals were evaluated and ranked based on criteria included in the request for proposals, such as whether the project fulfills a component of a source water protection program, that the proposed project addresses appropriate threats, and that the project will deliver a valuable and useful product. Based on the available federal funding, the Department determined that it could offer grants to nine source protection planning projects and four source security projects. See Attachment A for the full list of grants awarded and list of reviewers.

The North Conway Water Precinct (NCWP) will use the source water protection grant funds to build upon the Upper Saco Valley Land Trust (USVLT)-NHDES Source Water Protection project of 2017 with eight municipalities within the USVLT service area: Madison, Eaton, Albany, Bartlett, Jackson, Chatham, Conway and Hart's Location and study the septic system failure and pollutant modeling in Hale's Location and the Old West Side Road neighborhood.

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

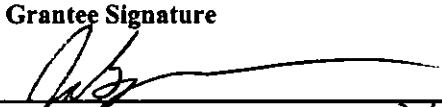
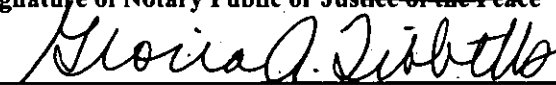
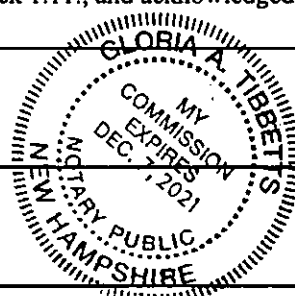


Subject: North Conway Water Precinct

**GRANT AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATIONS**

<b>1.1 State Agency Name</b> NH Department of Environmental Services		<b>1.2 State Agency Address</b> 29 Hazen Drive, Concord, NH 03302-0095	
<b>1.3 Grantee Name:</b> North Conway Water Precinct		<b>1.4 Grantee Address</b> 104 Sawmill Lane, North Conway, NH 03860	
<b>1.5 Effective Date</b> Upon G&C Approval	<b>1.6 Completion Date</b> May 31, 2021	<b>1.7 Audit Date</b> N/A	<b>1.8 Grant Limitation</b> \$40,000
<b>1.9 Grant Officer for State Agency</b> Bess Morrison, NH Department of Environmental Services		<b>1.10 State Agency Telephone Number</b> (603) 271- 2950	
<b>1.11 Grantee Signature</b> 		<b>1.12 Name &amp; Title of Grantee Signor</b> Jason Gagnon, Superintendent	
<b>1.13 Acknowledgment:</b> State of <u>New Hampshire</u> , County of <u>Carroll</u> On <u>3/16/2020</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> (Seal) 			
<b>1.13.2 Name &amp; Title of Notary Public or Justice of the Peace</b>			
<b>1.14 State Agency Signature(s)</b> 		<b>1.15 Name/Title of State Agency Signor(s)</b> Robert R. Scott NH Department of Environmental Services	
<b>1.16 Approval by Attorney General's Office (Form, Substance and Execution)</b> By:  Attorney, On: <u>4/30/2020</u>			
<b>1.17 Approval by the Governor and Council</b> By: _____ On: / /			

2. **SCOPE OF WORK.** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-O, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the state of New Hampshire.

4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the Effective Date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**

5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete, compensation to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.**

In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with,

the entity identified as the Grantee in block 1.3 of these general provisions.

8. **PERSONNEL.**

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform such Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3 The Grant officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA; RETENTION OF DATA; ACCESS.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4 On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. **EVENT OF DEFAULT; REMEDIES.**

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 failure to perform the Project satisfactorily or on schedule; or

11.1.2 failure to submit any report required hereunder; or

11.1.3 failure to maintain, or permit access to, the records required hereunder; or

11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

11.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 give the Grantee a written notice specifying the Event of

Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

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

11.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

## 12. TERMINATION.

12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

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

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

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

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

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement, the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement, without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted

against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee of Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

## 17. INSURANCE AND BOND.

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice has been received by the State.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

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

**North Conway Water Precinct (NCWP):**

**(SWP-316, Project 1) Saco Headwaters Alliance Municipal Outreach and Education for Source Water Protection**

In an effort to increase public knowledge about the importance of protecting the Saco Headwaters Watershed area, NCWP will use NHDES Local Source Water Protection Grant funding to build upon the Upper Saco Valley Land Trust (USVLT)-NHDES Source Water Protection project of 2017 with eight municipalities within the USVLT area: Madison, Eaton, Albany, Bartlett, Jackson, Chatham, Conway and Hart's Location. The focus of this project will be to engage all municipalities in the watershed to partner with one another to improve source water protection.

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

**Task 1. Project Kickoff**

Convene a project team kickoff meeting with NCWP staff, Saco Headwater Alliance (SHA) volunteers, a project consultant and the NHDES grant administrator. Following the meeting the project manager will oversee project communications, progress updates at regular intervals (to be determined) and invoicing.

**Task 1 Deliverables:** A project team kick-off meeting will be convened with NCWP staff, Saco Headwater Alliance (SHA) volunteers, a project consultant and the NHDES grant administrator. A list of attendees and minutes will be forwarded to NHDES within two weeks of the meeting.

**Task 2. Develop Educational Materials**

1. Base on research of similar work, educational materials designed for two primary audiences (conservation commission, planning board) with the focus on economic impact, public health and conservation interests supported by local safe drinking water resources. Create a "Presentation: The role of the municipality in protecting drinking water" to be presented to the target audience clarifying what drinking water resources are within the subject municipalities, assessment and protection in place or authorized based on current authority under state statute or practice, and demonstrate how municipalities play a central role in protecting their drinking and source waters.
2. Develop a transferable self-assessment and priority setting "municipal clean water checklist" tool, to include current regulatory measures, known vulnerabilities to source water within the municipality jurisdiction, Best Management Practices for groundwater and source water

Grantee Initials JK  
Date 3/16/20

protection, stream crossing inventory for surface water sources and needs, obstacles and feedback (questionnaire) for local water protection.

**Task 2 Deliverables:** Educational materials consisting of two presentations, checklist and questionnaire for municipalities to utilize in protecting local drinking water through self-assessment and priority setting. Materials will be forwarded for NHDES review and comment prior to finalization.

### **Task 3. Engagement with Municipalities**

Conduct two meetings within each municipality. The first meeting will review the educational materials to obtain feedback for conducting self-assessment and priority setting for water protection. The second meeting will review the results of the self-assessment and priority settings focusing on source water protection and match municipalities with funding sources to plan and implement priority protections.

**Task 3 Deliverables:** Two meetings within each eight municipalities as described above to establish source water protection priorities and list of public and private sources of funding to implement priorities.

### **(SWP-317, Project 2) West Side Septic Loading Study**

NCWP will complete a study of septic system failure and pollutant modeling in Hale's Location and the Old West Side Road neighborhood. This study will evaluate concerns about potential groundwater and surface water contamination from septic systems in Hale's Location (study area) and the Old West Side Road neighborhood, and assess potential contamination of the portion of the stratified drift aquifer that underlies parts of Hale's Location and Echo Lake State Park.

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

#### **TASK 1: Project Kickoff**

NCWP will coordinate a project team kickoff meeting with staff and consulting staff. The kick-off will review the scope of work for the project, plan scheduled project communications, progress updates (including NHDES Quarterly Reports), and NHDES and US EPA reviews and deliverables.

**Task 1 Deliverables:** A completed review of the scope of work, description and schedule of project activities and timeline on a monthly basis drafted to clearly reflect when activities will be completed.

#### **TASK 2. Quality Assurance Project Plan (QAPP)**

A Quality Assurance Project Plan (QAPP) will be prepared for secondary data use consistent with US EPA guidance. The QAPP will be forwarded to NHDES for comment and final signatures and then to US EPA Region 1 for approval and signature. The QAPP will be completed consistent with US EPA guidance

Grantee Initials JG  
Date 3/16/20

related to developing QAPPs for secondary data. Note, the grantee is responsible for contacting NHDES and US EPA quality assurance staff to secure approvals with signatures prior to commencing work.

**Task 2 Deliverables:** A US EPA approved QAPP for use of secondary data.

### **TASK 3: Septic System Risk Assessment**

Within the study area, complete a septic system risk analysis, comprised of a desktop study that facilitates the management of septic systems by ranking individual systems according to their risk of failure and the risk of resulting groundwater contamination, as well as quantifying the overall risk posed by a specified geographic area. This assessment will conduct a GIS-based desktop analysis to identify the risk based upon the following factors:

1. Infrastructure risk factors including design suitability, installation quality, maintenance history and age of system as determined by local or state permit archives
2. Soil information and environmental risk factors including soil characteristics (filtering capacity, flooding potential, ponding, depth to bedrock, slope, depth to saturated zone, seepage, restricted permeability).
3. Other relevant environmental factors such as wetlands, surface water exposure, and flooding occurrence.

GIS maps will be produced that visually represent the risk of septic failure at the parcel scale, such as:

1. Septic failure risk due to soil and environmental risk assessment values as continuous data;
2. Septic failure risk due to soil and environmental risk by parcel-weighted data;
3. Septic failure risk due to infrastructure factors by parcel;
4. Combined infrastructure and soil and environmental risk factors by parcel.

**Task 3 Deliverables:** A completed risk assessment in Excel format spreadsheet to show all scoring associated with septic systems, and GIS maps/shapefiles for septic systems in the study area. A draft risk assessment spreadsheet will be forwarded for NHDES review and comment prior to finalization.

### **TASK 4. Pollutant Loading Model**

Complete a pollutant loading model to simulate the effects of septic systems on groundwater quality. Final model selection and the rationale for that model, assumptions and limitations will be provided in a cover memo to NHDES that will explain the selection, accuracy and limitations of the model prior to completing this task.

Grantee Initials JG  
Date 3/16/20

**TASK 5. Final Report**

Complete a technical report summarizing the overall project, technical methods, the results of the septic system database, risk assessment, and the pollutant loading model including the loading model and methodology for parameterizing the model. The report will explain the significance and implications of these results for water quality and source water protection planning, as well as recommendations for further steps to ensure adequate protection of local water resources.

**Task 5 Deliverables:** Draft and final report summarizing findings, implications, and recommendations will be submitted to NHDES for review and comment, and comments will be incorporated or responded to by NCWP.

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 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:

Project Number	Task Number/Description	Source Water Protection Grant
SWP-316	Task 1: Project Kickoff	\$1,142
SWP-316	Task 2: Develop Educational Materials	\$7,739
SWP-316	Task 3: Engagement with Municipalities	\$9,820
SWP-316	Other Direct Costs (Mileage)	\$1,299
SWP-317	Task 1: Project Kickoff	\$1,215
SWP-317	Task 2: Quality Assurance Project Plan(QAPP)	0
SWP-317	Task 3: Septic System Risk Assessment	\$10,106
SWP-317	Task 4: Pollutant Loading Model	\$7,978
SWP-317	Task 5: Final Report	\$701
	<b>TOTAL</b>	<b>\$40,000</b>

Grantee Initials JG  
Date 3/16/20



**EXHIBIT C**  
**SPECIAL PROVISIONS**

Subparagraph 1.7 of the General Provisions shall not apply to this Agreement. The comprehensive public liability insurance against all claims of bodily injuries, death, or property damage under Subparagraph 17.1.2 of the General Provisions shall be reduced from \$2,000,000 to \$1,000,000 for bodily injury or death in any one incident. A reduction from the State's standard liability coverage is warranted in light of the minimal risk associated with the activities required under this contract.

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

Work must be completed by the completion date listed on the grant agreement (section 1.6). Requests for payment along with required proof of work must be submitted no later than 90 days after the completion date or the grant will be closed out and funds will no longer be available.

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

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 JG  
Date 4/14/2020



# North Conway Water Precinct

PO Box 630 • 104 Sawmill Lane • North Conway, NH 03860  
phone (603) 356-5382 • fax (603) 356-8827 • www.ncwpmh.org

Commissioners: John J. Santuccio, Chair • Suzanne Nelson, Vice Chair • Robert F. Porter  
Superintendent: Jason N. Gagnon

March 4, 2020

Certificate of Vote of Authorization  
North Conway Water Precinct  
SWP-316 & SWP-317 Grant Projects

We, the undersigned duly elected Commissioners of the North Conway Water Precinct, do hereby state that on March 4, 2020 at the regular meeting of the Water Precinct, the Commissioners voted to approve and accept the proposed SWP-316 and SWP-317 Local Source Water Protection Grants as stated in the letters dated February 5, 2020 from the NH Department of Environmental Services.

The undersigned Commissioners hereby authorize, Jason N. Gagnon, Superintendent, to execute the grant on the Precinct's behalf.

John Santuccio  
John Santuccio, Chair, Board of Commissioners

3/4/20  
Date

Suzanne Nelson  
Suzanne Nelson, Commissioner

3/4/20  
Date

Robert F. Porter  
Robert Porter, Commissioner

3-4-2020  
Date

STATE OF NEW HAMPSHIRE

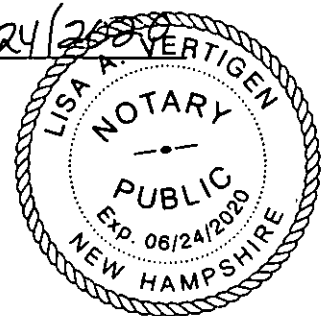
County of Carroll

On this 4th day of March, 2020, the foregoing instrument was acknowledged before me by the Board of Commissioners of the North Conway Water Precinct.

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

Notary Public Lisa A. Vertigen

My commission expires: 06/24/2020



*This institution is an equal opportunity provider and employer.*



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) 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, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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 Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> 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.

<b>Participating Member:</b> North Conway Water Precinct PO Box 630 North Conway, NH 03860		<b>Member Number:</b> 557		<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/>	<b>General Liability (Occurrence Form)</b>	1/1/2020	1/1/2021	Each Occurrence	\$ 1,000,000
<input type="checkbox"/>	<b>Professional Liability (describe)</b>			General Aggregate	\$ 2,000,000
	<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
<input type="checkbox"/>	<b>Automobile Liability</b>			Combined Single Limit (Each Accident)	
	Deductible    Comp and Coll: \$1,000			Aggregate	
	<input type="checkbox"/> Any auto				
<input type="checkbox"/>	<b>Workers' Compensation &amp; Employers' Liability</b>			<input type="checkbox"/> Statutory	
				Each Accident	
				Disease - Each Employee	
				Disease - Policy Limit	
<input type="checkbox"/>	<b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	

**Description:** With regards to the Grant Agreement, the certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered.

<b>CERTIFICATE HOLDER:</b>	<input checked="" type="checkbox"/> Additional Covered Party	<input type="checkbox"/> Loss Payee	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
			<b>By:</b> <i>Mary Beth Purcell</i>
State of NH, Department of Environmental Services 29 Hazen Drive P.O. Box 95 Concord, NH 03302			<b>Date:</b> 3/2/2020    mpurcell@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax



## CERTIFICATE OF COVERAGE

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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"/> <b>General Liability (Occurrence Form)</b> <input type="checkbox"/> <b>Professional Liability (describe)</b> <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"/> <b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000 <input type="checkbox"/> Any auto				Combined Single Limit (Each Accident) Aggregate	
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>		1/1/2020	1/1/2021	<input checked="" type="checkbox"/> Statutory Each Accident                      \$2,000,000 Disease - Each Employee        \$2,000,000 Disease - Policy Limit	
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>				Blanket Limit, Replacement Cost (unless otherwise stated)	
<b>Description:</b> Proof of Primex Member coverage only.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
State of NH, Department of Environmental Services 29 Hazen Drive P.O. Box 95 Concord, NH 03302			<b>By:</b> <i>Mary Beth Purcell</i>
			<b>Date:</b> 3/2/2020    mpurcell@nhprimex.org Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

**Attachment A**  
**2020 Local Source Water Protection Grant Rankings**

**Grant Reviewer List**

<b>Name</b>	<b>Department</b>	<b>Bureau</b>	<b>Title</b>	<b>Justification (Experience)</b>
Paul Susca	NHDES	Drinking Water & Groundwater Bureau	Administrator III	Source Water Protection Program Manager (14 years)
Pierce Rigrod	NHDES	Drinking Water & Groundwater Bureau	Supervisor VII	Grant Project Management (14 years)
Bess Morrison	NHDES	Drinking Water & Groundwater Bureau	Program Specialist III	Grant Project Management (1 years)

**Applications and Status**  
*Source Protection Planning Projects*

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

*Source Security Projects*

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