



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

April 11, 2022

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

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to amend a Grant Agreement (PO#9005720) with the Southern New Hampshire Planning Commission (VC# 154521 B001), by extending the completion date to December 31, 2022 from May 31, 2022 to complete a project to better protect drinking water from contamination. No additional funding is involved in this time extension. The grant agreement was originally approved by Governor and Council on June 2, 2021 as Item #96. 100% Federal Funds.

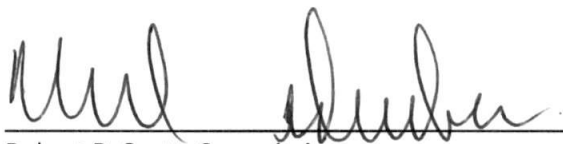
EXPLANATION

We are requesting approval of this amendment in order to provide the Southern New Hampshire Planning Commission (SNHPC) additional time in which to complete the agreed upon scope of services. SNHPC is funded under a grant agreement to work with the Town of Chester to update the town's Source Water Protection Plan and develop a local groundwater protection zoning ordinance. SNHPC is in the process of completing work on this grant project, however not all of the work specified in the grant agreement will be completed by the May 31, 2022 completion date due to other significant work commitments. This extension will provide additional time to complete work with the Chester Planning Board and allow for necessary public input required for proposing and adopting a groundwater protection ordinance.

To date, none of the original grant award of \$16,023 has been expended by SNHPC.

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

We respectfully request your approval of this item.


Robert R. Scott, Commissioner

Grant Agreement with the Southern New Hampshire Planning Commission
Local Source Water Protection Grant
Amendment No. 1

This Agreement (hereinafter referred to as the "Amendment") dated this 22nd day of March, 2022, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the "State") and the Southern New Hampshire Planning Commission, acting by and through its Executive Director, Sylvia von Aulock (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter referred to as the "Agreement") approved by the Governor and Council on June 2, 2021, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

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

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

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

(A) The Completion Date as set forth in sub-paragraph 1.6 of the Agreement shall be changed from May 31, 2022 to December 31, 2022.

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

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

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

SOUTHERN NEW HAMPSHIRE PLANNING COMMISSION

By: Sylvia von Aulock
Sylvia von Aulock, Executive Director, Southern New Hampshire Planning Commission

STATE OF NEW HAMPSHIRE

COUNTY OF Hillsborough

On this the 22nd day of March, 2022, before the undersigned officer, personally appeared Sylvia von Aulock who acknowledged himself to be the person who executed the foregoing instrument for the purpose therein contained.

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

Linda A. Moore-O'Brien
Notary Public/Justice of the Peace

My Commission Expires: 8/14/24



THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By: Robert R. Scott
For Robert R. Scott, Commissioner

Approved by Attorney General this 26th day of April, 2022, as to form, substance and execution.

OFFICE OF ATTORNEY GENERAL

By: Michael J. Scott
, Assistant Attorney General

CERTIFICATE OF VOTE

I, David Pierce, Treasurer of the Southern New Hampshire Planning Commission (SNHPC), do hereby certify that at a meeting held on March 22, 2022:

1. I am the duly elected and acting Treasurer of the SNHPC, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53);
2. The SNHPC authorized the Executive Director, Sylvia von Aulock, to execute any documents which may be necessary to effectuate the Chester Source Water Protection Plan Update contract;
3. This authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
4. The following person has been appointed to, and now occupies, the office indicated under item 2 above: Sylvia von Aulock, Executive Director

IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer of the Southern New Hampshire Planning Commission on this 22nd day of MARCH, 2022.

David W Pierce
(name, position) TREASURER

STATE OF NEW HAMPSHIRE

County of Hillsborough

On this 22nd day of March, 2022, before me Linda Moore-O'Brien, the undersigned officer, personally appeared, David Pierce, who acknowledged him/herself to be the Treasurer of the Southern New Hampshire Planning Commission, and that he/she, as such Treasurer, being so authorized to do so, executed the foregoing instrument for the purpose therein contained.

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

Linda Moore-O'Brien
Notary Public, Justice of the Peace
(Official Seal)

8/14/24
My Commission Expires



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:		Member Number:	Company Affording Coverage:	
Southern New Hampshire Planning Commission 438 Dubuque Street Manchester, NH 03102		525	NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2022	1/1/2023	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2022	1/1/2023	<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. Pollution and hazardous waste related liabilities, expenses and claims are excluded from coverage in the coverage document.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ – NH Public Risk Management Exchange
State of New Hampshire Department of Environmental Services 29 Hazen Drive, PO Box 95 Concord, NH 03302-0095			By: <i>Mary Beth Purcell</i>
			Date: 3/23/2022 mpurcell@nhprimex.org
			Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



May 6, 2021

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 Southern New Hampshire Planning Commission (VC # 154521 B001) in the amount of \$16,023 to complete a project to protect public drinking water supplies, effective upon Governor and Council approval through May 31, 2022. 100% Federal Funds.

Funding is available in the following account:

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

Dept. Environmental Services, DWSRF Administration, Grants- Federal

FY2021

\$16,023

EXPLANATION

The Department of Environmental Services issued a request for proposals for 2021 Local Source Water Protection Grants. These grants are funded by set-asides under the Drinking Water State Revolving Loan Fund. Thirteen 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 four source protection planning projects and five source security projects. See Attachment A for the full list of grants awarded and list of reviewers.

Southern New Hampshire Planning Commission will use the source water protection grant funds to assist the Town of Chester in updating their 2008 Source Water Protection Plan. The plan will address assessment and planning elements for source water protection, an educational outreach program, and the development and adoption of a local groundwater protection zoning 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



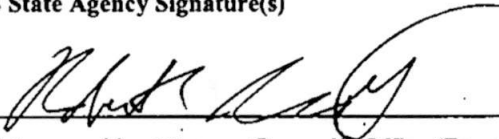
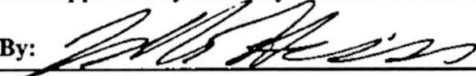
Subject: Southern New Hampshire Planning Commission

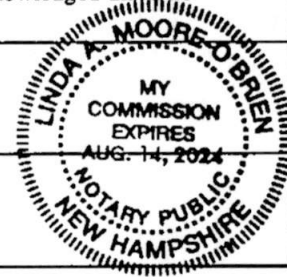
GRANT AGREEMENT

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: Southern New Hampshire Planning Commission		1.4 Grantee Address 438 Dubuque Street, Manchester, NH 03102	
1.5 Effective Date Upon G&C Approval	1.6 Completion Date May 31, 2022	1.7 Audit Date N/A	1.8 Grant Limitation \$16,023
1.9 Grant Officer for State Agency Bess Morrison, NH Department of Environmental Services		1.10 State Agency Telephone Number (603) 271- 2950	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor Sylvia von Aulock Executive Director	
1.13 Acknowledgment: State of <u>New Hampshire</u> , County of <u>Hillsborough</u> On <u>5/14/21</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2 Name & Title of Notary Public or Justice of the Peace Linda Moore-O'Brien, Notary Public			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Robert R. Scott NH Department of Environmental Services	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By:  Attorney, On: <u>5/17/2021</u>			
1.17 Approval by the Governor and Council By: _____ On: <u> </u> / <u> </u> / <u> </u>			



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

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

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

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

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

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

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

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

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

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

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

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

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

7. **RECORDS AND ACCOUNTS.**

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

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

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

8. **PERSONNEL.**

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

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

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

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

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

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

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

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

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

10. **CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

11.1.2 failure to submit any report required hereunder; or

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

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

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

11.2.1 give the Grantee a written notice specifying the Event of

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

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

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

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

12. TERMINATION.

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

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

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

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

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

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

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

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

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

17. INSURANCE AND BOND.

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

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

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

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation of 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

Southern New Hampshire Planning Commission:

Southern New Hampshire Planning Commission (SNHPC) will use New Hampshire Department of Environmental Services (NHDES) grant funds to assist the Town of Chester (Town) in updating the Town's 2008 Source Water Protection (SWP) Plan. The plan will address assessment and planning elements for source water protection. It will include updating inventories and risk assessment, management and contingency plans, educational outreach program, and development and adoption of a local aquifer/groundwater protection zoning ordinance. The plan will be consistent with guidelines provided by NHDES and the Chester SWP advisory committee.

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

Task 1: Form Local Advisory Committee; Inventory and Assessment Including Potential Contamination Sources (PCSs)

- A. Formation of Local Advisory Committee made up of local stakeholders with possible inclusion of the following: of existing water supply system owners and operators, local key town personnel, elected officials, planning board and conservation commission members, local school teachers, and other stakeholders.
- B. Update inventory and review of active public water supply systems operating within the Town of Chester, including data and maps showing the number of wells and customers.
- C. Update inventory and review of all existing source water and wellhead protection areas within the Town.
- D. Update inventory and review of all the existing and future PCSs located near or within these source water and wellhead protection areas using NHDES's susceptibility criteria and vulnerability ranking methodology.

Deliverables: List of advisory committee members; completed lists of source water assessments; narrative discussing high and medium ranked PCS threats; GIS map(s) showing the updated PCS inventory within source protection areas.

Task 2: Source Water Maps

- A. Work with the Chester SWP Advisory Committee and NHDES to review and update inventory, data, and maps for the following areas: active water supply systems, development and growth in Chester, existing source water and wellhead protection areas, aquifer transmissivity, and well-yield probability.
- B. Work with the Chester SWP Advisory Committee and NHDES to collect and verify data to inventory existing contamination sources, identify potential contamination sources, and develop a map illustrating existing and potential PCSs in Chester.

Grantee Initials SA
Date 5/4/21

Deliverables: GIS maps including but not limited to public water supply and well-head protection areas, aquifer transmissivity, well-yield probability, water supply and development growth, and existing and potential contamination sources.

Task 3: Source Water Plan Development

- A. Assess the risk posed by these PCSs utilizing NHDES source water assessment criteria and local guidance. PCSs identified with high and medium threats to groundwater will be discussed with the Town's Advisory Committee for recommended groundwater protection strategies within the plan.
- B. Identify and recommend best management practices and groundwater protection strategies utilizing the PCS data.
- C. Review and gap analysis of all existing protection measures and regulations currently in place to protect these water supplies.
- D. Develop a contingency plan for responding to loss of drinking water supply in case of hazardous spill or other contamination issues. Its focus will be emergency water supply and directly involve all major current water supply operators, Town's Fire, Police, Emergency Management, and other key public safety officials.

Deliverables: A draft and final source water protection plan for NHDES to review.

Task 4: Ordinance Development

- A. Develop a local groundwater protection zoning ordinance following the guidelines presented in the NHDES Model Groundwater Protection Ordinance. An updated management plan consisting of Groundwater Protection Overlay Zoning Districts to be presented to the Town's Planning Board for review and recommendation. The first will be a Town-wide district and the second a more restrictive overlay district for the portion of Chester within the Lake Massabesic Watershed.
- B. Work with the Town Counsel to vet the proposed amendments, and prepare and schedule them for public hearings for adoption.

Deliverables: Local aquifer/groundwater protection zoning ordinance for adoption.

Task 5: Community Engagement and Outreach

An educational and outreach program lead by SNHPC staff and the Advisory Committee identifying opportunities to raise public awareness and change behavior patterns for the need to protect, maintain and conserve quality drinking water within the community. This task will involve working to obtain input and additional assistance from the Chester Academy, Conservation Commission, or other interested stakeholders. Various outreach techniques will be utilized including the development of a video presentation for public viewing.

Grantee Initials SvA
Date 5/4/21

Deliverables: Video presentation and other educational materials such as fact sheets on groundwater/drinking water protection and/or the groundwater zoning ordinance on local public access channel and Town's website.

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

EXHIBIT B
BUDGET & PAYMENT METHOD

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

Task Number/Description	Source Water Protection Grant
Task 1: Local Advisory Committee; Inventory and Assessment	\$3,250
Task 2: Source Water Maps	\$4,000
Task 3: Source Water Plan Development	\$5,055
Task 4: Ordinance Development	\$2,000
Task 5: Community Engagement and Outreach	\$1,718
TOTAL	\$16,023

EXHIBIT C
SPECIAL PROVISIONS

Subparagraph 1.7 of the General Provisions shall not apply to this Agreement. The comprehensive public liability insurance against all claims of bodily injuries, death, or property damage under Subparagraph 17.1.2 of the General Provisions shall be increased from \$2,000,000 to \$5,000,000 for bodily injury or death in any one incident. An increase from the State's standard liability coverage is warranted in light of the coverage provided by the minimal risk associated with the activities required under this contract.

Grantee Initials SWA
Date 5/4/21

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 SA
Date 5/4/21

CERTIFICATE OF VOTE

I, David Pierce, Treasurer of the Southern New Hampshire Planning Commission (SNHPC), do hereby certify that at a meeting held on April 27, 2021:

1. I am the duly elected and acting Treasurer of the SNHPC, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53);
2. The SNHPC authorized the Executive Director, Sylvia von Aulock, to execute any documents which may be necessary to effectuate the Chester Source Water Protection Plan Update contract;
3. This authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
4. The following person has been appointed to, and now occupies, the office indicated under item 2 above: Sylvia von Aulock, Executive Director

IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer of the Southern New Hampshire Planning Commission on this 30th day of APRIL, 2021.

David W Pierce

(name, position)

STATE OF NEW HAMPSHIRE

County of Hillsborough

On this 30th day of April, 2021, before me Linda Moore-O'Brien, the undersigned officer, personally appeared, David Pierce, who acknowledged him/herself to be the Treasurer of the Southern New Hampshire Planning Commission, and that he/she, as such Treasurer, being so authorized to do so, executed the foregoing instrument for the purpose therein contained.

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

Linda Moore O'Brien
Notary Public, Justice of the Peace
(Official Seal)

8/14/24
My Commission Expires





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:		Member Number:	Company Affording Coverage:		
Southern New Hampshire Planning Commission 438 Dubuque Street Manchester, NH 03102		525	NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		

Type of Coverage:	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2021	1/1/2022	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto	1/1/2021	1/1/2022	Combined Single Limit (Each Accident)	\$5,000,000
			Aggregate	\$5,000,000
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input checked="" type="checkbox"/> Property (Special Risk Includes Fire and Theft)	1/1/2021	1/1/2022	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
State of NH, Department of Environmental Services 29 Hazen Drive P.O. Box 95 Concord, NH 03302			By: <i>Mary Beth Purcell</i>
			Date: 4/22/2021 mpurcell@nhprimex.org
			Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Attachment A
2021 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 (15 years)
Pierce Rigrod	NHDES	Drinking Water & Groundwater Bureau	Supervisor VII	Grant Project Management (15 years)
Bess Morrison	NHDES	Drinking Water & Groundwater Bureau	Program Specialist III	Grant Project Management (1 year)

Applications and Status

Source Protection Planning Projects

Grant Applicant	Project Location	Grant Amount	Notes
City of Claremont	Claremont	\$3,500	
Nashua Regional Planning Commission	Litchfield, Merrimack	\$9,193	
Southern NH Regional Planning Commission -- Town of Chester	Chester	\$16,023	
Strafford Regional Planning Commission	Milton, Rollinsford	\$19,000	
City of Lebanon	Lebanon	\$20,000	<i>Ineligible</i>
Nashua Regional Planning Commission	Souhegan River Corridor	\$19,500	<i>Ineligible</i>
Saco Headwaters Alliance	Conway, Bartlett	\$20,000	<i>Ineligible</i>

Source Security Projects

Grant Applicant	Project Location	Grant Amount	Notes
City of Keene	Keene	\$8,500	
Emerald Lake Village District	Hillsborough	\$9,952	
Emerald Lake Village District	Hillsborough	\$11,462	
Town of Epping	Epping	\$15,000	
Town of Jaffrey	Jaffrey	\$3,600	