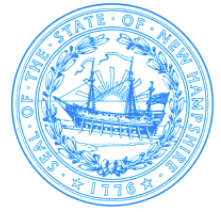




The State of New Hampshire  
**Department of Environmental Services**

Thomas S. Burack, Commissioner



E-MAIL ONLY

June 17, 2015

Theresa Walker  
Rockingham Planning Commission  
156 Water Street  
Exeter, NH 03833

**Subject:** **Exeter** – Dagostino Rose Farm Property, Oak Street Ext.  
DES Site #**201203003**, Project #27859

**Brownfields Revolving Loan Fund – Assessment Grant**

Dear Ms. Walker:

Please find enclosed for your records an executed copy of the Grant Agreement between the New Hampshire Department of Environmental Services and the Rockingham Planning Commission which was approved by the Governor and Executive Council (G&C) on June 10, 2015. This grant from New Hampshire's Brownfields Revolving Loan Fund is intended to be used by the Rockingham Planning Commission for the purpose of funding environmental assessment work and cleanup planning at the Dagostino Rose Farm property located at Oak Street Extension in Exeter, New Hampshire.

Should you have any questions, please contact me at the Department's Waste Management Division.

Sincerely,

Michael McCluskey, P.E.  
Brownfields Program  
Hazardous Waste Remediation Bureau  
Tel.: (603) 271-2183  
Fax: (603) 271-2181  
E-Mail: [michael.mccluskey@des.nh.gov](mailto:michael.mccluskey@des.nh.gov)

Attn: Grant Agreement

ec: Rebecca Williams, P.G., Brownfields Program Coordinator  
Molly Stark, P.G., DES-HWRB





The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**

**Thomas S. Burack, Commissioner**



May 12, 2015

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**APPROVED G & C**  
**DATE** 6/10/15  
**ITEM #** 88

**REQUESTED ACTION**

Authorize the Department of Environmental Services to award a Brownfields Assessment Grant to the Rockingham Planning Commission (VC #154887B001), Exeter, NH in the amount of \$56,000 to perform environmental site assessment work, effective upon Governor and Council approval through September 30, 2016. 100% Brownfields Repayment Funds.

Funding is available as follows:

03-44-44-444010-2018-073-500580	<u>FY2015</u>
Dept. of Environmental Services, Brownfields SRF Repayments, Grants – Non-Federal	\$56,000

**EXPLANATION**

The Department of Environmental Services currently administers a Brownfields Revolving Loan Fund (RLF) for the purpose of providing financial support for the cleanup and redevelopment of contaminated properties. The Department has been authorized by the U.S. Environmental Protection Agency to use retained program income from the RLF (i.e., principal repayments and interest earned from loans) for a variety of Brownfields related activities including: 1) Phase I Environmental Site Assessments; 2) Phase II Environmental Site Assessments; and 3) cleanup planning. In September 2014, the Department announced that it was making available \$200,000 for two or more site specific assessment grants and solicited applications from interested municipalities, non-profit organizations and other eligible entities. Ten applications were received, then evaluated and ranked based on review criteria including: the thoroughness of the application; the availability of funds for subsequent cleanup and redevelopment; the extent to which the grant would provide benefits to the community; and whether or not redevelopment/reuse plans had been developed. Based on our review, the Department offered grants for four of the proposed projects. See Attachment A for the application rankings and list of reviewers.

The Rockingham Planning Commission will use the grant funds to update an existing Phase I Environmental Site Assessment, perform a supplemental Phase II Site Assessment and prepare a Remedial Action Plan for the former Dagostino Rose Farm property located in Exeter, New Hampshire. Potential redevelopment of the site includes placing a portion of the property that borders the Town of Exeter forest in a conservation easement and a private development group is looking to utilize the balance of the site to create a retirement community.

This agreement has been approved by the Attorney General's Office as to form, substance and execution. General funds will not be requested to support this program.

We respectfully request your approval.

  
Thomas S. Burack, Commissioner

DES Web Site: [www.des.nh.gov](http://www.des.nh.gov)

P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095

Telephone: (603) 271-2908 Fax: (603) 271-2181 TDD Access: Relay NH 1-800-735-2964

**Attachment A**  
**Brownfields Assessment Grant Rankings**  
**Applications and Rankings**

Applicant	City/Town	Site	Requested Grant Amount	Ranking	Comment
Town of Warner	Warner	NHDOT Maintenance Lot	\$41,200	1	
City of Nashua	Nashua	Fimbel Door Corp. Sludge Landfill	\$66,700	2	
Town of Raymond	Raymond	15 Old Manchester Road	\$20,900	3	
Rockingham Planning Commission	Exeter	Dagostino Rose Farm	\$56,000	4	
Southern New Hampshire Planning Commission	Derry	18 Maple St. Condo Development	\$41,000	5	Not funded
Town of Ashland	Ashland	Scott Heath (aka, LW Packard)	\$92,000	6	Not funded
Merrimack Valley School District	Concord	Beebe Electrical Instruments	\$87,000	7	Not funded
City of Franklin	Franklin	Lucky Lenny's and Ciao Pasta Restaurant	\$90,000	8	Not funded
Town of Chesterfield	Chesterfield	Former Electrosonics	\$84,450	9	Not funded
Southern New Hampshire Planning Commission	Goffstown	Gentle Slopes	\$33,000	10	Not funded

**Grant Reviewer List**

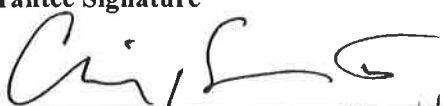
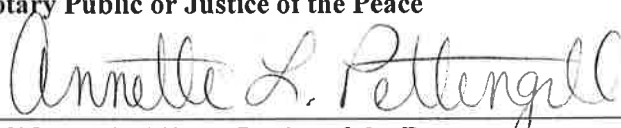


Name	Department / Bureau	Title	Justification (Experience)
Keith DuBois, P.G.	NHDES / Waste Management Division	Environmental Programs Administrator	Assistant Director (3 years)
Rebecca Williams, P.G.	NHDES / Hazardous Waste Remediation Bureau	Hydrogeologist IV	Brownfields Program Manager (3 years)
Molly Stark, P.G.	NHDES / Hazardous Waste Remediation Bureau	Hydrogeologist III	Project Manager (8 years)
Michael McCluskey, P.E.	NHDES / Hazardous Waste Remediation Bureau	Sanitary Engineer II	Brownfields RLF Coordinator (8 years)

**Subject:** Rockingham Planning Commission  
Brownfields Revolving Loan Fund – Assessment Grant

## GRANT AGREEMENT

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

### GENERAL PROVISIONS

<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	
<b>1.3 Grantee Name</b> Rockingham Planning Commission		<b>1.4 Grantee Address</b> 156 Water Street, Exeter, NH 03833	
<b>1.5 Effective Date</b> Upon G&C Approval	<b>1.6 Completion Date</b> September 30, 2016	<b>1.7 Audit Date</b> N/A	<b>1.8 Price Limitation</b> \$56,000.00
<b>1.9 Grant Officer for State Agency</b> Thomas S. Burack, Commissioner NH Department of Environmental Services		<b>1.10 State Agency. Telephone Number</b> 603-271-3503	
<b>1.11 Grantee Signature</b> 		<b>1.12 Name &amp; Title of Grantee Signor</b> Cliff Sinnott, Executive Director	
<b>1.13 Acknowledgment:</b> State of <u>New Hampshire</u> , County of <u>Rockingham</u>  On <u>2/4/15</u> <sup>alp</sup> 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> 			
<b>1.13.2 Name &amp; Title of Notary Public or Justice of the Peace</b> Annette L. Pettergill, Notary			
<b>1.14 State Agency Signature(s)</b> 		<b>1.15 Name/Title of State Agency Signor(s)</b> Thomas S. Burack, Commissioner NH Department of Environmental Services	
<b>1.16 Approval by Attorney General (Form, Substance and Execution)</b>  By:  On: <u>5-26-2015</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: 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 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, Cont 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 Grantee officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grantee 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 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.

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 Grantee 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.

Grantee Initials *CMJ*  
Date *2/4/15*

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

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

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

14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, or subcontractors, 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 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 or 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. **INSURANCE AND BOND.**

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, 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 workmen'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 thereof 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.

Grantee Initials

Date

AMS  
2-4-15

## **EXHIBIT A**

### **STATE OF NEW HAMPSHIRE**

#### **BROWNFIELDS CLEANUP REVOLVING LOAN FUND**

##### **SCOPE OF SERVICES**

The Rockingham Planning Commission intends to use the grant funds for performing Phase I and Phase II Environmental Site Assessments and cleanup planning for the Dagostino Rose Farm property located at Oak Street Extension in Exeter, New Hampshire.



## **EXHIBIT B**

### **STATE OF NEW HAMPSHIRE**

#### **BROWNFIELDS CLEANUP REVOLVING LOAN FUND**

##### **BUDGET AND PAYMENT METHOD**

The New Hampshire Department of Environmental Services (the "State") agrees to grant to the Rockingham Planning Commission (the "Grantee") the sum of \$56,000 ("Grant Amount") to be used by Grantee only for environmental site assessment and/or cleanup planning activities.

The Grant Amount shall be payable to Grantee as reimbursement for eligible and allowable expenses incurred by Grantee based upon actual costs incurred for Project work. No reimbursement shall be made to Grantee without written approval of the Department of Environmental Services.

The Grantee may request a maximum of one reimbursement payment per month on forms provided by the State and shall include documentation of Project work completed and the eligible costs incurred by the Grantee.

## EXHIBIT C

### STATE OF NEW HAMPSHIRE

#### BROWNFIELDS CLEANUP REVOLVING LOAN FUND

##### SPECIAL PROVISIONS

1. **Area Covered.** The Grantee shall perform the Project on certain real property commonly referred to as the Dagostino Rose Farm property located at Oak Street Extension in Exeter, New Hampshire (the "Property"), which property is more particularly described in the Quitclaim Deed, dated August 16, 1949, recorded at Rockingham County Registry of Deeds at book 1175, page 487; Quitclaim Deed, dated October 25, 1939, recorded at Rockingham County Registry of Deeds at book 963, page 64; and Warranty Deed, dated February 9, 2009, recorded at Rockingham County Registry of Deeds at book 4980, page 48.
2. **Completion of Project.** The Grantee shall commence work on the Project within 180 days of the Effective Date and shall complete and perform all of the work by September 30, 2016 (the "Completion Date").
3. **Project Manager.** The State shall designate an environmental project manager who shall review and approve the proposed work to be performed using grant funds. The State's environmental project manager will review the Grantee's environmental site assessment and cleanup planning documents to ensure that the work is being completed in accordance with all local, State, and Federal requirements.
4. **Environmental Site Assessments.**
  - 4.1 The Grantee shall perform Phase I Environmental Site Assessments in accordance with EPA's All Appropriate Inquiries Final Rule found at 40 CFR 312 or *American Society for Testing and Materials (ASTM) E1527-13 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. The Grantee shall submit the Phase I Environmental Site Assessment Report to the State for review and approval prior to initiating Phase II site investigation work.
  - 4.2 The Grantee shall submit a work plan for proposed Phase II site investigations to the State for review and approval prior to commencing with the work.
  - 4.3 The Grantee shall submit a Request for Project Review to the New Hampshire Division of Historical Resources prior to commencing Phase II subsurface activities.
  - 4.4 Phase II site investigations shall meet the requirements of *ASTM E1903-11 Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process* and the New Hampshire Code of Administrative Rules Env-Or 600 *Contaminated Site Management*. Upon completion of the site investigation work, the Grantee shall submit copies of the Phase II Environmental Site Assessment Report to the State for review and approval prior to initiating cleanup planning.
5. **Cleanup Planning.** If the Project includes cleanup planning, the Grantee shall prepare a Remedial Action Plan (RAP) that meets the requirements of New Hampshire Code of Administrative Rules Env-Or 600 *Contaminated Site Management*. The Grantee shall submit copies of the RAP to the State for review and approval.



## CERTIFICATE OF VOTE/AUTHORITY

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

- (1) I am the duly elected and acting Secretary of the RPC,
- (2) I sign and maintain or cause to be maintained and am familiar with the minutes of the RPC;
- (3) I am duly authorized to issue certificates with respect to the contents of such minutes;
- (4) at the regular meeting of the Board held on Feb. 4, 2015 the RPC Board voted to enter into a Subgrant Agreement with the NH Department of Environmental Services to fund the Brownfields Revolving Loan Fund-Assessment Grant for the environmental assessment work and cleanup planning at the Dagostino Rose Farm property, Exeter NH.  
The RPC Board further authorized the Executive Director to execute any documents which may be necessary to effectuate this Subgrant Agreement;
- (5) 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
- (6) the following person has been appointed to and now occupies the office indicated under item (4) above: Cliff Sinnott, Executive Director

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of RPC this 4 day of Feb, 2015.

Joan Whitney  
Signature

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

On this the 4th day of February, 2015 before me, Annette Pettengill, Notary Public, the undersigned officer, personally appeared Joan Whitney who acknowledged herself/himself to be the Secretary of the Rockingham Planning Commission, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

Annette L. Pettengill  
Notary Public



My Commission Expires: 3/16/16





ROCPLA1

OP ID: SUZI

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/04/15

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Liberty Mutual Insurance PO Box 188065 Fairfield, OH 45018 USI Ins. Services LLC	<b>CONTACT</b> NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
<b>INSURED</b> Rockingham Planning Commission 156 Water Street Exeter, NH 03833	E-MAIL:	
	ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	INSURER A: Peerless Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		
24198		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			BOP9084731	07/01/14	07/01/15	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Businessowners						PERSONAL & ADV INJURY \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 4,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY			BA9475732	01/11/15	01/11/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
DED RETENTION \$							
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							WC STATUTORY LIMITS OTHER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)				Y/N			E.L. EACH ACCIDENT \$
If yes, describe under DESCRIPTION OF OPERATIONS below				N/A			E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

**CERTIFICATE HOLDER****CANCELLATION**

NHENVR1

NH Dept of Environmental  
Services  
29 Hazen Drive  
Concord, NH 03302

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Suzanne Bibee*

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## 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>		<b>Member Number:</b>	<b>Company Affording Coverage:</b>	
Rockingham Regional Planning Commission 156 Water Street Exeter, NH 03833		563	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, If Not	
<input type="checkbox"/> <b>General Liability (Occurrence Form)</b> <input type="checkbox"/> <b>Professional Liability (describe)</b> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Claims Made           <input type="checkbox"/> Occurrence         </div>			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: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2015	1/1/2016	<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)	

**Description:** 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>  By: <i>Tammy Denver</i>  Date: 2/4/2015    tdenver@nhprimex.org  Please direct inquiries to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax
Rockingham Regional Planning Commission 156 Water Street Exeter, NH 03833			