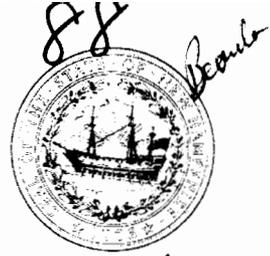




The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**

Thomas S. Burack, Commissioner



June 18, 2015

Her Excellency, Governor Margaret Wood Hassan  
 and The Honorable Council  
 State House  
 Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to **retroactively** amend a grant agreement (PO# 9005123) with the Town of Exeter (VC# 177386B001), Exeter, NH, by extending the completion date to July 31, 2015 from May 31, 2015 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 July 16, 2014 as Item #58. 100% Federal Funds.

EXPLANATION

This amendment is being requested in order to provide the Town of Exeter additional time in which to complete the agreed upon scope of services. The Town of Exeter is continuing its efforts to protect its drinking water source, by installing a gate and fencing around the Gilman well, which is part of the Town's Public Water System. Before the fencing could be installed around the well, a rehabilitation project needed to take place at the well. The project was on schedule to be completed by the original completion date; however, an unforeseen delay during the rehabilitation phase occurred during the week of May 18, 2015, which has set back the project timeline. The Town did not notify DES of the delay until May 26, 2015, thus making this a retroactive no-cost time extension request. This extension will provide the Town additional time to finish the rehabilitation work at the well and install the gate and fencing. To date, none of the original grant award of \$14,207 has been spent.

All other conditions of the original agreement will remain in full effect. This agreement 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.

Thomas S. Burack  
 Thomas S. Burack  
 Commissioner

**Grant Agreement with the Town of Exeter  
Local Source Water Protection Grant  
Amendment No. 1**

This Agreement (hereinafter referred to as the "Amendment") dated this 3 day of June, 2015, 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 Town of Exeter, acting by and through its Town Manager, Russell Dean (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter referred to as the "Agreement") approved by the Governor and Council on July 16, 2014, 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, 2015 to July 31, 2015.

(B) The comprehensive public liability insurance against all claims of bodily injuries, death, or property damage as set forth in sub-paragraph 17.1.2 of the Agreement 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 Amendment.

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.

TOWN OF EXETER

By:   
Russell Dean, Town Manager

STATE OF NEW HAMPSHIRE  
COUNTY OF Rockingham

On this the 3 day of June, 2015, before the undersigned officer, personally appeared Russell Dean 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.

  
Notary Public/Justice of the Peace



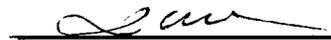
My Commission Expires: 5-23-17

THE STATE OF NEW HAMPSHIRE  
Department of Environmental Services

By:   
Thomas S. Burack, Commissioner

Approved by Attorney General this 29 day of June, 2015, as to form, substance and execution.

OFFICE OF ATTORNEY GENERAL

By:   
Lauren Noth, Jr., Assistant Attorney General



# TOWN OF EXETER, NEW HAMPSHIRE

10 FRONT STREET • EXETER, NH • 03833-3792 • (603) 778-0591 • FAX 772-4709

[www.exeternh.gov](http://www.exeternh.gov)

## Certificate of Vote of Authorization

I, Ms. Andrea Kohler, Town Clerk of Exeter, NH do hereby certify that at the meeting on May 19, 2014, the Town of Exeter, agreed to receive a 2014 Source Water Protection Grant from NH Department of Environmental Services (DES) Drinking Water and Groundwater Bureau (DWGB) to fund the GWTP Security Improvement project.

Official Motion: Motion by Selectman Dan Chartrand, "to enter into and approve a grant agreement with the DES in the amount of \$14,207.00 to Exeter **and to authorize Town Manager, Mr. Russell Dean, to sign paperwork associated with such grant on behalf of the Town**", Selectman Donald Clements seconds the motion.

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.

Vote Unanimous: Yes the vote was unanimous

IN WITNESS WHEREOF, I have hereunto set my hands as the town clerk of Exeter, NH.

Andrea J. Kohler  
Town Clerk

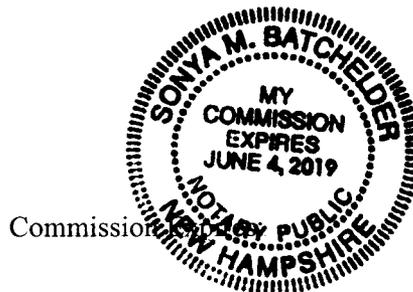
6/8/15  
Date

State of New Hampshire, County of Rockingham:

On this 8 day of June, 2015 before me, Sonya Batchelder Notary Public, the undersigned officer, personally appeared, Ms. Kohler, who acknowledged herself to be the Town Clerk of Exeter, NH, and that she, as such Town Clerk, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

Sonya M. Batchelder  
Notary Public



**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.

<i>Participating Member:</i>	<i>Member Number:</i>	<i>Company Affording Coverage:</i>
Town of Exeter 10 Front Street Exeter, NH 03833	170	NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

<i>Type of Coverage</i>		<i>Effective Date (mm/dd/yyyy)</i>	<i>Expiration Date (mm/dd/yyyy)</i>	<i>Limits - NH Statutory Limits May Apply</i>	
<input checked="" type="checkbox"/>	<b>General Liability (Occurrence Form)</b>	1/1/2015	1/1/2016	Each Occurrence	\$ 1,000,000
	<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> Deductible Comp and Coll: \$1,000  <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
<input type="checkbox"/>	<b>Workers' Compensation &amp; Employers' Liability</b>			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:** In 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"/>	<b>Additional Covered Party</b>	<input type="checkbox"/>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
NH Department of Environmental Services 29 Hazen Drive Concord, NH 03301					<b>By:</b> <i>Tammy Denver</i>  <b>Date:</b> 6/4/2015 tdenver@nhprimex.org Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> <b>603-225-2841 phone</b> <b>603-228-3833 fax</b>



## CERTIFICATE OF COVERAGE

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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.

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Town of Exeter 10 Front Street Exeter, NH 03833	170	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 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: <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>
			<b>By:</b> <i>Tammy Denver</i>
			<b>Date:</b> 6/4/2015    tdenver@nhprimex.org
NH Department of Environmental Services 29 Hazen Drive Concord, NH 03301			Please direct inquiries to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax



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

Thomas S. Burack, Commissioner

*Relsey Daugherty*



June 16, 2014

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

APPROVED G & C

DATE 7/16/14  
ITEM # 58

**REQUESTED ACTION**

Authorize the Department of Environmental Services to award a Local Source Water Protection grant to the Town of Exeter (Vendor Code #177386 B001), Exeter, NH in the amount of \$14,207 to complete a project to protect public drinking water systems, effective upon Governor and Council approval through May 31, 2015. 100% Federal Funds.

Funding is available in the account as follows:

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

Dept Environmental Services, DWSRF Administration, Grants- Federal

FY 2015  
\$14,207

**EXPLANATION**

The Department of Environmental Services issued a request for proposals for 2014 Local Source Water Protection Grants. These grants are funded by set-asides under the Drinking Water State Revolving Loan Fund. Ten 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 six source protection planning projects and four source security projects. See attachment A for the proposal rankings and list of reviewers.

The Town of Exeter will use the grant funds to install a gate and fencing around the Gilman well, which is part of the Town's Public Water System. This project will provide better protection, by limiting unauthorized access and preventing threatening activities.

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

We respectfully request your approval.

*Thomas S. Burack*

Thomas S. Burack  
Commissioner

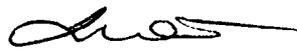
Subject: Town of Exeter

## GRANT AGREEMENT

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

### GENERAL PROVISIONS

#### 1. Identification and Definitions.

<b>1.1 State Agency Name</b> NH Department of Environmental Services		<b>1.2 State Agency Address</b> 29 Hazen Drive, Concord, NH 03301	
<b>1.3 Grantee Name</b> Town of Exeter		<b>1.4 Grantee Address</b> 13 Newfields Road, Exeter, NH 03833	
<b>1.5 Effective Date</b> Upon G&C Approval	<b>1.6 Completion Date</b> May 31, 2015	<b>1.7 Audit Date</b> N/A	<b>1.8 Price Limitation</b> \$14,207.00
<b>1.9 Grant Officer for State Agency</b> Kelsey Vaughn 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> Russell Dean, Town Manager, Town of Exeter	
<b>1.13 Acknowledgment: State of</b> <u>NH</u> <b>, County of</b> <u>Roxburyham</u>			
On <u>5/28/14</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>  VICKI CHMIEL Notary Public - New Hampshire My Commission Expires March 10, 2015			
<b>1.13.2 Name &amp; Title of Notary Public or Justice of the Peace</b> Vicki Chmiel - Deputy Town Clerk - Notary Public			
<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>6-26-2014</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 AD  
Date 5/28/14

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 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, 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 of 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

5/28/14

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

**Town of Exeter Department of Public Works:**

The Town of Exeter Department of Public Works will use the grant funds to install a gate and fencing around the Gilman well for the Town's Public Water System. This project will provide better protection by limiting unauthorized access and preventing threatening activities. The Town will be responsible for maintenance and repair of the implemented security measures. Specifically, the following task, as described in the application submitted to DES, will be accomplished:

1. Install a new gate and fencing around the Gilman well, which is part of the Town's Public Water System. Submit photos and invoices to DES.

**EXHIBIT B**  
**BUDGET & PAYMENT METHOD**

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

<b>Task Number/Description</b>	<b>Source Water Protection Grant</b>
1. Install Fence and Gate	\$14,207.00
<b>TOTAL</b>	<b>\$14,207.00</b>

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

Subparagraphs 1.7 and 17.1.2 of the General Provisions shall not apply to this Agreement.

Changes to the Scope of Services or reallocation of grant funds require DES approval in advance. Payments will be made based on submitted invoices.

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

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

Federal Funds paid under this agreement are from a Grant to the State from the U.S. Environmental Protection Agency, Drinking Water State Revolving Fund Set-Asides under CFDA #66.468. All 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.



# TOWN OF EXETER, NEW HAMPSHIRE

10 FRONT STREET • EXETER, NH • 03833-3792 • (603) 778-0591 • FAX 772-4709

[www.exeternh.gov](http://www.exeternh.gov)

## Certificate of Vote of Authorization

I, Ms. Andrea Kohler, Town Clerk of Exeter, NH do hereby certify that at the meeting on May 19, 2014, the Town of Exeter, agreed to receive a 2014 Source Water Protection Grant from NH Department of Environmental Services (DES) Drinking Water and Groundwater Bureau (DWGB) to fund the GWTP Security Improvement project.

Official Motion: Motion by Selectman Dan Chartrand, "to enter into and approve a grant agreement with the DES in the amount of \$14,207.00 to Exeter and to authorize Town Manager, Mr. Russell Dean, to sign paperwork associated with such grant on behalf of the Town", Selectman Donald Clements seconds the motion.

Vote Unanimous: Yes the vote was unanimous

IN WITNESS WHEREOF, I have hereunto set my hands as the town clerk of Exeter, NH.

Andrea J. Kohler  
Town Clerk

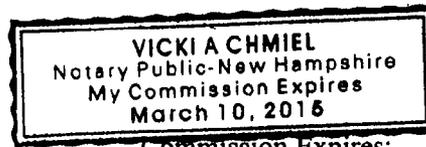
5/20/14  
Date

State of New Hampshire, County of Rockingham:

On this 28 day of May, 2014 before me, \_\_\_\_\_, Notary Public, the undersigned officer, personally appeared, Ms. Kohler, who acknowledged herself to be the Town Clerk of Exeter, NH, and that she, as such Town Clerk, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

Vicki A. Chmiel  
Notary Public



Commission Expires:



## 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.

<i>Participating Member:</i> Town of Exeter 10 Front Street Exeter, NH 03833	<i>Member Number:</i> 170	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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	Coverage Category	Effective Date	Expiration Date	Limits	Amount
<input checked="" type="checkbox"/>	<b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2014	1/1/2015	Each Occurrence	\$ 1,000,000
				General Aggregate	\$ 2,000,000
				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 type="checkbox"/>	<b>Workers' Compensation &amp; Employers' Liability</b>			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:** In 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	Primex <sup>3</sup> – NH Public Risk Management Exchange
NH Department of Environmental Services 29 Hazen Drive Concord, NH 03301					By: <i>Tammy Denver</i>
					Date: 5/23/2014    tdenver@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

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.

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Coverage Category	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Type of Coverage (Statutory/Other)	Limit	May Apply to
<b>General Liability (Occurrence Form)</b> <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)	\$
<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>	1/1/2014	1/1/2015	X	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>
			<b>By:</b> <i>Tammy Downer</i>
NH Department of Environmental Services 29 Hazen Drive Concord, NH 03301			<b>Date:</b> 5/23/2014    tdenver@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**  
**2014 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 (9 years)
Johnna McKenna	NHDES	Drinking Water & Groundwater Bureau	Supervisor VII	Grant Program Manager (15 years)
Pierce Rigrod	NHDES	Drinking Water & Groundwater Bureau	Environmentalist IV	Grant Project Management (9 years)

**Applications and Rankings**  
*Source Protection Planning Projects*

<b>Grant Applicant</b>	<b>Project Location</b>	<b>Original Grant Amount Requested</b>	<b>Rank</b>
Town of Plaistow	Plaistow	\$19,995.70	1
City of Lebanon	Lebanon	\$10,000	2
Strafford Regional Planning Commission	Rochester	\$12,677.50	3
Wagon Wheel Tenants Coop	Londonderry	\$5,300	4
Jackson Water Precinct	Jackson	\$20,000	5
Town of Meredith	Meredith	\$20,000	6

*Source Security Projects*

<b>Grant Applicant</b>	<b>Project Location</b>	<b>Original Grant Amount Requested</b>	<b>Rank</b>
Town of Exeter	Exeter	\$13,768	1
Town of Winchester	Winchester	\$2,900	2
Town of Pittsburg	Pittsburg	\$14,250	3
Emerald Lake Village District	Hillsborough	\$20,000	4