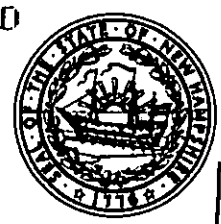




The State of New Hampshire  
**Department of Environmental Services**

Robert R. Scott, Commissioner



116

May 24, 2021

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 **RETROACTIVELY** amend a Grant Agreement (PO#9005642) with the Town of Hampstead (VC# 177515 B001), by extending the completion date to December 31, 2021 from May 31, 2021 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 24, 2020 as Item #146. 100% Federal Funds.

EXPLANATION

We are requesting **retroactive** approval of this amendment to the grant agreement in order to provide the Town of Hampstead additional time in which to complete the agreed upon scope of services. The reason for the retroactive approval is because the work involving the sub-consultant, University of New Hampshire (UNH), could not be initiated until the Quality Assurance Project Plan was approved by USEPA, which was after the start of the spring semester. This delay did not provide sufficient time to get the extension request in before the end of the original grant award. At this time student academic schedules were being significantly impacted by the modified operations and protocols necessitated by the Covid-19 pandemic. The Town is working to delineate and map the higher value bedrock aquifer areas and known and future potential contamination threats to groundwater for implementing provisions of a Hampstead aquifer protection ordinance. The deadline extension is requested to accommodate UNH student academic schedules for completion of two contracted tasks. The extension will allow the Town to successfully complete these tasks by the allowance of this work to be conducted during the summer academic break utilizing larger blocks of dedicated time. To date, \$3,428.80 of the original grant award of \$20,000 has been spent.

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 Town of Hampstead  
Local Source Water Protection Grant  
Amendment No. 1**

This Agreement (hereinafter referred to as the "Amendment") dated this 26 day of April, 2021, 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 Hampstead, acting by and through its Chairman of the Board of Selectmen, Sean Murphy (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 24, 2020, 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, 2021 to December 31, 2021.

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.

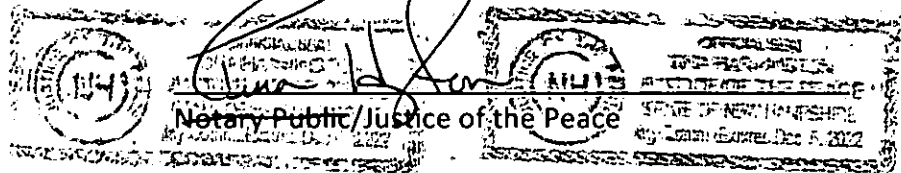
TOWN OF HAMPSTEAD

By: [Signature]  
Sean Murphy, Chairman, Town of Hampstead Board of Selectmen

STATE OF NEW HAMPSHIRE  
COUNTY OF Rockingham

On this the 26<sup>th</sup> day of April, 2021, before the undersigned officer, personally appeared Sean Murphy 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.



My Commission Expires: 12/6/22

THE STATE OF NEW HAMPSHIRE  
Department of Environmental Services

By: [Signature]  
Robert R. Scott, Commissioner

Approved by Attorney General this 15<sup>th</sup> day of June, 2021 as to form, substance and execution.

OFFICE OF ATTORNEY GENERAL


By: [Signature]  
, Assistant Attorney General

## Certificate of Vote of Authorization

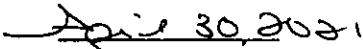
I, Patricia Curran, Town Clerk/Tax Collector of Hampstead, N.H. do hereby certify that : (1) at the meeting held on April 26, 2021, the Town Board of Selectmen voted to authorize Hampstead to enter into an amendment to, accept and expend money from the state, federal, or other governmental unit or a private source, which becomes available during the fiscal year; (2) at the meeting on April 27, 2020 the Town of Hampstead, agreed to receive a 2020 Local Source Water Protection Grant from NH Department of Environmental Services (DES) to fund the Hampstead Aquifer Mapping for Source Water Protection and Community Outreach and Education Related to Aquifer Protection and Preservation Project.

Official Motion: Motion by Selectman Warnock "to enter into and approve a grant agreement amendment with the DES in the amount of \$20,000 to Hampstead and to authorize Chairman Murphy to sign paperwork associated with such grant on behalf of the Town", Selectman Morse seconds the motion. The motion passes, vote unanimous:

IN WITNESS WHEREOF, I have hereunto set my hands as the Town Clerk/Tax Collector of Hampstead, NH.



Town Clerk/Tax Collector




Date

State of New Hampshire, County of Rockingham:

On this 30th day of April, 2021 before me, Ms. Patricia Curran, Notary Public, the undersigned officer, personally appeared, Ms. Curran who acknowledged herself to be the Town Clerk/Tax Collector of Hampstead, NH and that she, as such Town Clerk/Tax Collector, 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.



ARLINE M. FLORENTINO, Notary Public  
State of New Hampshire  
My Commission Expires September 21, 2021



## 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> Town of Hampstead 11 Main Street Hampstead, NH 03841		<b>Member Number:</b> 190	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage	Effective Date: (mm/dd/yyyy)	Expiration Date: (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not:		
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2020	7/1/2021	Each Occurrence	\$ 5,000,000	
			General Aggregate	\$ 5,000,000	
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input checked="" type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000  <input type="checkbox"/> Any auto	7/1/2020	7/1/2021	Combined Single Limit (Each Accident)	\$5,000,000	
			Aggregate	\$5,000,000	
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	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"/> <b>Property (Special Risk includes Fire and Theft)</b>	7/1/2020	7/1/2021	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000	
<b>Description:</b> Proof of Primex Member coverage only.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>  By: <i>Mary Beth Purcell</i>  Date: 4/8/2021    mpurcell@nhprimex.org  Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax
State of NH, Dept of Environmental Services 29 Hazen Dr PO Box 95 Concord, NH 03302-0095			



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

Robert R. Scott, Commissioner



May 4, 2020

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

**APPROVED G & C**

DATE 24 June 2020

REQUESTED ACTION

ITEM # 146

Authorize the Department of Environmental Services to award a Local Source Water Protection grant to the Town of Hampstead (VC #177515 B001) in the amount of \$20,000 to complete a project to protect public drinking water supplies, effective upon Governor and Council approval through May 31, 2021. 100% Federal Funds.

Funding is available in the following account:

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

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

FY2020  
\$20,000

EXPLANATION

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

The Town of Hampstead use the source water protection grant funds to delineate and map the higher value bedrock aquifer areas and known and future potential contamination threats to groundwater for implementing provisions of a Hampstead aquifer protection ordinance.

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

We respectfully request your approval of this item.

  
\_\_\_\_\_  
Robert R. Scott, Commissioner

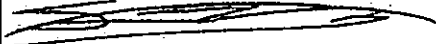
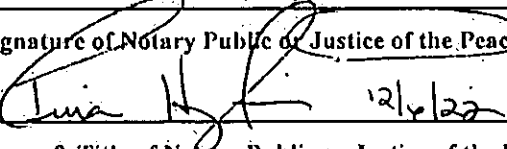
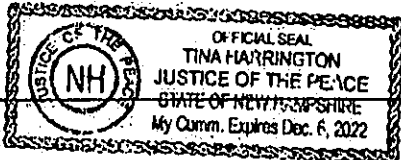
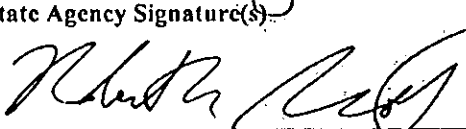
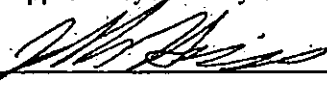
Subject: Town of Hampstead

**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: Town of Hampstead		1.4 Grantee Address 11 Main Street, Hampstead, NH 03841	
1.5 Effective Date Upon G&C Approval	1.6 Completion Date May 31, 2021	1.7 Audit Date N/A	1.8 Grant Limitation \$20,000
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 Sean P. Murphy, Chairman - BOS	
1.13 Acknowledgment: State of <u>New Hampshire</u> , County of <u>Rockingham</u> On <u>4/27/2020</u> before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal)  12/6/22			
1.13.2 Name & Title of Notary Public or Justice of the Peace <u>Tina Harrington</u> Justice of Peace 12/6/22			
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>5/12/2020</u>			
1.17 Approval by the Governor and Council By: _____ On: <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, formulas, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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

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

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

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

10. CONDITIONAL NATURE OF AGREEMENT.

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

11. EVENT OF DEFAULT; REMEDIES.

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

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

11.1.2 failure to submit any report required hereunder; or

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

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

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

11.2.1 give the Grantee a written notice specifying the Event of



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

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

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

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

**12. TERMINATION.**

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

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

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

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

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

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

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

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

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

**17. INSURANCE AND BOND.**

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

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

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

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

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

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

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

**21. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

**Town of Hampstead:**

The Town of Hampstead will use New Hampshire Department of Environmental Services (NHDES) grant funds to map higher yield wells and wellhead protection areas in the Town of Hampstead, and identify contaminant threats. The project will also complete stakeholder and public outreach activities that include development of effective messages delivered to the public and stakeholders using targeted approaches.

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

**Task 1. Develop a Quality Assurance Project Plan**

Develop a QAPP in accordance with USEPA guidance that identifies primary and secondary data uses and clearly identifies how the data will be collected, analyzed and otherwise used to meet the objectives of the project. A draft of the QAPP must be sent to NHDES and approved by US EPA (signature required) in advance of completing any work involving the collection and/or use of data. It will be the responsibility of the Town of Hampstead to complete the QAPP process and obtain all necessary approvals.

***Deliverables:*** An EPA and NHDES approved (signed) QAPP.

**Task 2. Identify and map all public water supply wells**


Create a town-wide map to include all of the public water supply wells and wellhead protection areas. Collect and analyze well yield information from all public water supply wells and describe the water supply productivity of the formation in the vicinity of each well. Data regarding the population served by public water systems will be compiled to determine the number of residents using community and non-community public water supply sources. The map will include an estimate of public water service areas published by NHDES.

***Deliverables:*** A map of public water supplies and protection areas, water service areas, analysis of well yield/productivity and population currently served by public water systems.

**Task 3. Map High-Yield Private Supply Wells**

Use public data including NHDES databases (e.g., well driller well reports) to compile private well information identifying wells with reported high yields. Discussions will be held with well drillers active in the town to gain their insight on high and low yielding bedrock aquifers. Wells with reported high yield will be located and mapped, and localized areas with multiple high yield wells will be delineated. An estimate of the number of people using private wells will be developed and added to the map.

***Deliverables:*** A map and narrative of data used and methodology to show the locations of private wells and well yields for private wells.

Grantee Initials   
Date 5/27/2020

**Task 4. Inventory and Map Known and Potential Areas of Contamination**

Using existing NHDES data bases and current GIS contaminant data, map and list of known contamination sources (KCSs) and potential sources of contamination (PCSs). If groundwater contaminant plumes are present and delineated by NHDES, include those within the inventory and map.

*Deliverables:* Map and GIS data used to inventory and prioritize threats to groundwater and a memo summarizing appropriate local actions to manage or mitigate those threats.

**Stakeholder and Public Outreach****Task 5. Assess and Refine Stakeholder Target Groups**

Refine and complete a list of stakeholders to focus communication efforts effectively. An effective communications program will involve specific messaging for targeted groups. This task will develop a short list of stakeholder groups for this campaign to begin a multi-year effort of growing outreach.

*Deliverable:* A list of stakeholder groups to target during the grant period, and a plan to continue those activities into the future.

**Task 6. Selection of Topics for Outreach**

Select the most appropriate outreach topics to be developed and acted upon through the targeted stakeholder groups identified in Task 8 over the grant period. Topics will include awareness of aquifer limits (based on estimated volume and current use), preventing contamination due to chemical use and management, preventing contamination due to residential activities, and responsible water use during declared droughts. The topics will be paired with stakeholder groups, and topics which are meaningful to multiple groups will be given more weight for selection. In addition, the urgency of an issue (e.g., water use management during a period of declared drought) will also be considered in terms of topic selection and timing.

*Deliverable:* A list of topics to be communicated over the grant period and in the future, linked to specific stakeholder groups or the general public.

**Task 7. Development of Message Content and Delivery Methods**

Draft a summary of potential communications actions (e.g., public meetings, in-school presentations, mailings, video on local cable channel, Chamber of Commerce meeting presentation) that will be most effective for reaching the maximum number of people within a target group. Message materials will then be developed based upon the mode selected (e.g., PowerPoint presentations, talking points and materials, and videos). Timing of communications will be considered (e.g., school children during the school year in line with school administrator plans).

*Deliverables:* Provide message content and a detailed communication plan in written form for public and stakeholder outreach for the project period and future years.

Grantee Initials SW  
Date 5/27/02-0

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: Develop a Quality Assurance Project Plan	\$1,000
Task 2: Identify and map all public water supply wells	\$3,500
Task 3: Map High-Yield Private Supply Wells	\$4,900
Task 4: Inventory and Map Known and Potential Areas of Contamination	\$4,000
Task 5: Assess and Refine Stakeholder Target Groups	\$1,000
Task 6: Selection of Topics for Outreach	\$1,500
Task 7: Development of Message Content and Delivery Methods	\$4,100
<b>TOTAL</b>	<b>\$20,000</b>

**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 given the provided coverage amount exceeds the requirement under this contract.

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

Grantee Initials SN  
Date 5/27/2020

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 STH  
Date 5/27/2020

## Certificate of Vote of Authorization

I, Patricia Curran, Town Clerk/Tax Collector of Hampstead, N.H. do hereby certify that : (1) at the meeting held on October 9, 2020, the Town Board of Selectmen voted to authorize Hampstead to apply for, accept and expend money from the state, federal, or other governmental unit or a private source, which becomes available during the fiscal year; (2) at the meeting on April 27, 2020 the Town of Hampstead, agreed to receive a 2020 Local Source Water Protection Grant from NH Department of Environmental Services (DES) to fund the Hampstead Aquifer Mapping for Source Water Protection and Community Outreach and Education Related to Aquifer Protection and Preservation Project.

Official Motion: Motion by Selectman Guthrie "to enter into and approve a grant agreement with the DES in the amount of \$20,000 to Hampstead and to authorize Chairman Murphy to sign paperwork associated with such grant on behalf of the Town", Selectman Bennett seconds the motion the motion passes, vote unanimous:

IN WITNESS WHEREOF, I have hereunto set my hands as the Town Clerk/Tax Collector of Hampstead, NH.

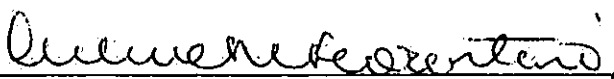
  
\_\_\_\_\_  
Town Clerk/Tax Collector

4/29/2020  
Date

State of New Hampshire, County of Rockingham:

On this 29<sup>th</sup> day of April, 2020 before me, Ms. Patricia Curran, Notary Public, the undersigned officer, personally appeared, Ms. Curran who acknowledged herself to be the Town Clerk/Tax Collector of Hampstead, NH and that she, as such Town Clerk/Tax Collector, 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.

  
\_\_\_\_\_  
ARLENE M. FLORENTINO, Notary Public  
State of New Hampshire  
My Commission Expires September 21, 2021



## 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> Town of Hampstead 11 Main Street Hampstead, NH 03841		<b>Member Number:</b> 190	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
X	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	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	7/1/2019	7/1/2020	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: \$1,000  Any auto	7/1/2019	7/1/2020	Combined Single Limit (Each Accident)	\$5,000,000
				Aggregate	\$5,000,000
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> Statutory	
				Each Accident	\$2,000,000
				Disease - Each Employee	\$2,000,000
				Disease - Policy Limit	
<input checked="" type="checkbox"/>	Property (Special Risk includes Fire and Theft)	7/1/2019	7/1/2020	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
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>
State of NH, Dept of Environmental Services 29 Hazen Dr PO Box 95 Concord, NH 03302-0095			By: <i>Mary Beth Purcell</i>
			Date: 3/9/2020    mpurcell@nhprimex.org
			Please direct inquiries to: Primex <sup>3</sup> Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

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

**Grant Reviewer List**

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

**Applications and Status  
Source Protection Planning Projects**

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

**Source Security Projects**

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