



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner



November 3, 2016

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 amend a grant agreement (PO# 9005192) with the City of Dover (VC# 177380B005), by extending the completion date to May 31, 2017 from December 31, 2016 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 October 7, 2015 as Item #41. 100% Federal Funds.

EXPLANATION

This amendment to the grant agreement is being requested in order to provide the City of Dover additional time in which to complete the agreed upon scope of services. The City is determining safe yields for two public water supply wells to prevent negative impacts to a nearby pond due to excessive well pumping. The original plan was to turn the wells off in 2016 and perform well pumping tests in the fall of 2016. Due to the on-going drought, it was necessary to keep the wells on to contribute to the City's water needs. A new plan has been made to perform the pumping tests without turning off the wells and perform the tests over a longer period of time.

The Department of Environmental Services issued a request for proposals for 2015 Local Source Water Protection Grants. These grants are funded by set-asides under the Drinking Water State Revolving Loan Fund. Twenty proposals were received. The proposals were evaluated and ranked based on criteria included in the request for proposals. Based on the available federal funding, the Department determined that it could offer grants to twelve source protection planning projects and three source security projects, including this project with the City of Dover. To date, none of the original grant award of \$20,000 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
Commissioner

Grant Agreement with the City of Dover
Local Source Water Protection Grant
Amendment No. 1

This Agreement (hereinafter referred to as the "Amendment") dated this 19th day of October, 2016, 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 City of Dover, acting by and through its City Manager, J. Michael Joyal, Jr. (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter referred to as the "Agreement") approved by the Governor and Council on October 7, 2015, 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 December 31, 2016 to May 31, 2017.

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.


Handwritten initials: JMJ
Handwritten date: 2/19/16

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

CITY OF DOVER

By: [Signature] 10/9/16
J. Michael Joyal, Jr., City Manager, City of Dover

STATE OF NEW HAMPSHIRE
COUNTY OF Stafford

On this the 19 day of October, 2016, before the undersigned officer, personally appeared J. Michael Joyal 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.

[Signature]
Notary Public/Justice of the Peace

My Commission Expires:
JENNIFER G. BRETZ, Notary Public
My Commission Expires July 10, 2018



THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By: [Signature]
Thomas S. Burack, Commissioner

Approved by Attorney General this 14th day of November, 2016 as to form, substance and execution.

OFFICE OF ATTORNEY GENERAL

By: [Signature]
Sr., Assistant Attorney General

1. Karen S. (Laws) City Clerk for the City of Dover, New Hampshire do hereby certify that:

1. The City Council voted to accept funds and enter into a grant agreement with the NH Department of Environmental Services on August 12, 2015;
2. The City Council further authorized the City Manager to execute any documents which may be necessary for this grant agreement;
3. This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
4. The following person has been appointment to and now occupies the office indicated in 2. above:

J. Michael Joyal Mr. Joyal, City Manager

IN WITNESS WHEREOF, I have hereunto set my hand as the City Clerk of Dover, New Hampshire this 24 day of oct 2016.

Karen Laws
City Clerk

SEAL

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

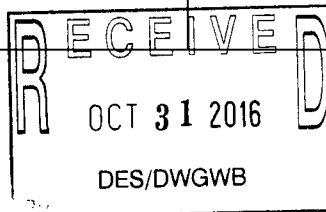
Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<i>Participating Member:</i> City of Dover 288 Central Avenue Dover, NH 03820		<i>Member Number:</i> 156	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2016	7/1/2017	Each Occurrence	\$ 1,000,000
				General Aggregate	\$ 1,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
<input checked="" type="checkbox"/>	Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2016	7/1/2017	Combined Single Limit (Each Accident)	\$1,000,000
				Aggregate	\$1,000,000
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	7/1/2016	7/1/2017	<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)	7/1/2016	7/1/2017	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
State of NH Department of Environmental Services 29 Hazen Dr. PO Box 95 Concord, NH 03302-0095			By: <i>Tammy Denver</i> Date: 10/12/2016 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax





The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner



Amy Hudnor

Beck
41

September 2, 2015

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

APPROVED G & C

DATE 10/7/15
ITEM # 41

REQUESTED ACTION

Authorize the Department of Environmental Services to award a Local Source Water Protection grant to the City of Dover (VC #177380B005) Dover, NH in the amount of \$20,000 to complete a project to protect public drinking water systems, effective upon Governor and Council approval through December 31, 2016. 100% Federal Funds.

Funds to support this request are anticipated to be available in the following account in State FY 2016 upon the availability and continued appropriation of funds in the future operating budget:

03-44-44-441018-4718-072-500574
Dept. Environmental Services, DWSRF Administration, Grants- Federal

FY2016
\$20,000

EXPLANATION

The Department of Environmental Services issued a request for proposals for 2015 Local Source Water Protection Grants. These grants are funded by set-asides under the Drinking Water State Revolving Loan Fund. Twenty 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 twelve source protection planning projects and three source security projects. See attachment A for the proposal rankings and list of reviewers.

The City of Dover will use the grant funds to reevaluate the wellhead protection area boundaries and safe yields for two wells currently used by the city as public water supply wells. The primary objectives are to better define the area contributing groundwater to the two production wells and prevent negative impacts to Barbados Pond due to excessive well pumping by establishing a technical based pumping rate.

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

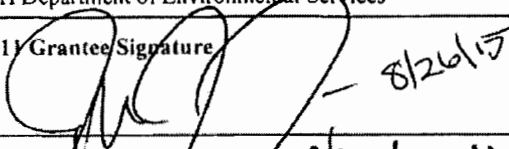
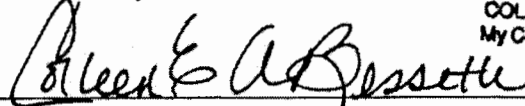
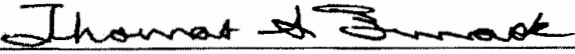

Subject: City of Dover

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 03301	
1.3 Grantee Name: City of Dover		1.4 Grantee Address 288 Central Ave., Dover, NH 03820	
1.5 Effective Date Upon G&C Approval	1.6 Completion Date December 31, 2016	1.7 Audit Date N/A	1.8 Grant Limitation \$20,000.00
1.9 Grant Officer for State Agency Amy Hudnor NH Department of Environmental Services		1.10 State Agency Telephone Number (603) 271-2950	
1.11 Grantee Signature  8/26/15		1.12 Name & Title of Grantee Signor J. Michael Sajol Jr City Manager	
1.13 Acknowledgment: State of <u>New Hampshire</u> , County of <u>Strafford</u> On <u>8/26/2015</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) 		COLLEEN E. A. BESSETTE, Notary Public My Commission Expires September 18, 2018	
1.13.2 Name & Title of Notary Public or Justice of the Peace <u>Colleen E. A. Besette, Exec Asst</u>			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Thomas S. Burack, Commissioner NH Department of Environmental Services	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By:  S. Attorney, On: <u>9/9/2015</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, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished

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

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

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

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

10. **CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

11.1.1 failure to perform the Project satisfactorily or on schedule; or
11.1.2 failure to submit any report required hereunder; or
11.1.3 failure to maintain, or permit access to, the records required hereunder; or
11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

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

11.2.1 give the Grantee a written notice specifying the Event of

Handwritten initials and date

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 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, 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.

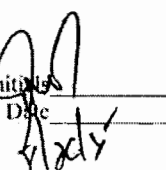
A handwritten signature in black ink is written over a horizontal line. Below the signature, the word "Date" is printed, and the date "1/20/14" is handwritten in black ink.

EXHIBIT A
SCOPE OF WORK

The City of Dover will use funds provided by the NHDES Local Drinking Water Source Protection Grant funds to reevaluate the wellhead protection area (WHPA) boundaries and safe yields for the Bouchard (0651010-005, referred hereafter as "Well 5") and Hughes (0651010-006, referred hereafter as "Well 6") wells currently used by the city as public water supply wells. The primary objectives are to better define the area contributing groundwater to the two production wells and prevent negative impacts to Barbados Pond due to excessive well pumping by establishing a technical based pumping rate. Specifically, the City will hire a qualified consulting firm to complete the following work.

1A. Develop a Quality Assurance Project Plan (QAPP). As required by NHDES and US EPA, the City, through its consultant will draft a QAPP related to the collection methods, equipment and data quality control measures required for the project. NHDES will provide guidance for developing a QAPP, such as QAPPs from similar projects, for the City's review. A final draft of the QAPP will be provided to NHDES for review and approval by NHDES and US EPA prior to commencement of the following tasks.

1B. Review Background Materials and Water Level Monitoring Plan. The City's consultant will complete a review of existing published geologic and hydrogeologic data (including studies done by BCI and others), pumping records, existing water level data, boring logs, well completion records, and any existing field pumping test data in order to build the conceptual framework for determining the safe yield of wells 5 and 6 in relation to maintaining Barbados Pond, and for use during follow-on data reduction and WHPA delineation.

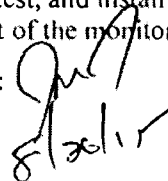
At the completion of this task the City's consultant will prepare an interim report that includes a description of the background technical information reviewed, proposed locations for up to five additional monitoring wells, a well pumping and surface water level monitoring test plan, and notation of any changes to the water level test plan and/or the QAPP, as necessary. This interim report will be reviewed by NHDES. Any changes proposed to the QAPP or monitoring plan will be subject to prior approval by NHDES and USEPA.

2. Meeting with NHDES to Review Interim Report. The City will solicit and attend a meeting with NHDES to discuss Task 2's final interim report, including review the contents of the interim report that will outline the proposed pump test plan and mapped locations of the proposed monitoring wells and the schedule of measurement of surface water levels using the piezometers. NHDES comments from this meeting will be reflected in the interim report and implemented.

3. Installation of additional monitoring wells/piezometers and installation of Data Loggers. In accordance with the methods established in the QAPP and the locations proposed/approved in the interim report, the City will install a series of overburden monitoring wells/piezometers that are to be used as monitoring points during the pumping test, and install at least one gage in Barbados Pond. Following installation and development of the monitoring wells, the City shall

Grantee Initials:

Date:

Handwritten initials and date: The initials appear to be "J. Miller" and the date is "8/20/11".

rent and install up to 14 water level well loggers to measure and record groundwater level data during the pump test in the new wells/piezometers, existing monitoring wells in the Pike Property, the Production Wells, and, potentially, domestic wells. Use of additional data loggers and/or water level measurements shall be completed at other points in accordance with the QAPP. In coordination with the project consultant, City staff may assist with some of the water level data collection.

4. Well Field Pumping Test. In accordance with the NHDES and US EPA approved QAPP, the City will proceed with the pumping test. The City's consultant will coordinate all equipment, personnel and associated permits for completion of the pumping test. All data collection methods, locations, schedules and frequencies; equipment technical specifications; associated monitoring plan; and criteria related to the quality control measures approved in the QAPP shall be followed.

5. Refinement of Wells 5 and 6 Wellhead Protection Area (WHPA). Following completion of Task 4, the City's consultant shall refine the wellhead protection area delineation within the context and limits of the data collected. In order to ensure that the test related data is appropriately reduced and the associated WHPA is properly developed, the selected consultant will have a licensed professional geologist or engineer on the project team, have proficiency in collecting and analyzing hydrogeologic information, and have experience in developing Well Head Protection Areas.

6. Final Report. Completion of this task will include preparation and submittal of a final report to NHDES that will include a revised WHPA delineation for well 5 and 6, establishment of the safe yields of the wells, and an assessment of the limits on yield in relation to the influence the productions wells have on Barbados Pond. The report shall include the range of parameters derived through reduction of pumping test data, any analytical calculations, at least one site map showing both capture zone and WHPA delineation for the wells, a description of all assumptions made as part of the analysis of the pumping test data, and a summary of any deviations from the QAPP or approved test plan. The final report shall also provide a summary of the plan to establish/implement a permanent water level monitoring network to assess long term trends in the source formation that is influenced by the wells and better manage water resources in the future.

Grantee Initials:
Date:

Handwritten signature and date: 5/26/15

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. **Payments will be made based on submitted invoices. 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:

Task Number/Description	NHDES Source Water Protection Grant Funding	City of Dover Funding	Total Funding
1A. Develop a Quality Assurance Project Plan (QAPP).	\$0	\$4,000	\$4,000
1B. Review Background Materials and Water Level Monitoring Plan with Interim Report.	\$0	\$6,500	\$6,500
2. Meeting with NHDES to Review Interim Report.	\$0	\$1,500	\$1,500
3. Installation of Additional Monitoring Wells/Piezometers and Rental and Installation of Data Loggers.	\$0	\$26,850	\$26,850
4. Well Field Pumping Test.	\$0	\$35,000	\$35,000
5. Refinement of Wells 5 and 6 Wellhead Protection Area (WHPA).	\$10,000	\$0	\$10,000
6. Final Report.	\$10,000	\$0	\$10,000
TOTAL	\$20,000	\$73,850	\$93,850

Grantee Initials:
Date:

[Handwritten Signature]
1/22/15

EXHIBIT C
SPECIAL PROVISIONS

Subparagraphs 1.7 of the General Provisions shall not apply to this Agreement. Subparagraph 17 of the General Provisions shall be modified to accept the General Liability Insurance of \$1,000,000.

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 60 days 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:
Date:

Handwritten signature and date: 8/26/12

CERTIFICATE OF AUTHORITY

I, Karen Lavertu, City Clerk of Dover, New Hampshire, do hereby certify that the City Council authorized the City Manager to execute any documents which may be necessary for the City of Dover; this authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and the following now occupies the office indicated above:

J. MICHAEL JOYAL, JR.

In witness whereof, I have hereunto set my hand as the Acting City Clerk of Dover, New Hampshire this 17th day of August, 2015

Signature Karen Lavertu, City Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On this 17th day of August, 2015, before me, the undersigned officer, personally appeared Karen Lavertu, who acknowledged herself to be the City Clerk of Dover, New Hampshire and that she, as such City Clerk, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

Signature Susan M. Mistretta
Notary Public/ Justice of the Peace

SUSAN M. MISTRETTA, Notary Public
My Commission Expires September 18, 2018

My Commission expires: _____



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: R - 2015.08.12 - 109

Resolution Re: NHDES Study Grant for Bouchard and Hughes Wells

- WHEREAS: The City is continually working to upgrade and protect its public water supply; and
- WHEREAS: The City of Dover will use funds provided by the NHDES Local Drinking Water Source Protection Grant to reevaluate the wellhead protection area boundaries and safe yields for the Bouchard and Hughes Wells currently used by the City as public water supply wells; and
- WHEREAS: That NHDES has approved giving the City a Grant for \$20,000 toward the \$93,000 study; and
- WHEREAS: Upon receipt of the grant funds, the City will hire a qualified consulting firm to complete the Scope of Work stated in the attached Exhibit A of the Grant Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL:

The City of Dover accepts the NHDES Grant subject to the requirements of the Grant Agreement and the City Manager is authorized to sign the necessary Grant Agreement with the State of NH/NHDES.

AUTHORIZATION

Approved as to Funding:	Daniel R. Lynch Finance Director	Sponsored by:	Mayor Karen Weston By request
Approved as to Legal Form and Compliance:	Anthony I. Blenkinsop General Legal Counsel		
Recorded by:	Karen Lavertu City Clerk		

I certify this is a true copy
Karen Lavertu, city clerk, Dover, NH

Susan M. Mistretta
SUSAN M. MISTRETTA, Notary Public
My Commission Expires September 18, 2018



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: R - 2015.08.12 - 109
Resolution Re: NHDES Study Grant for Bouchard and Hughes Wells

DOCUMENT HISTORY:

First Reading Date: 2015.08.12	Public Hearing Date: NA
Approved Date: 2015.08.12	Effective Date: 2015.08.12

DOCUMENT ACTIONS: Deputy Mayor Carrier moved for its adoption; seconded by Councilor Garrison
Roll Call Vote: 9/0

VOTING RECORD		
Date of Vote:	YES	NO
Mayor, Karen Weston	x	
Deputy Mayor, Robert Carrier, At Large	x	
Councilor John O'Connor, Ward 1	x	
Councilor William Garrison, III, Ward 2	x	
Councilor Deborah Thibodeaux, Ward 3	x	
Councilor Dorothea Hooper, Ward 4	x	
Councilor Catherine Cheney, Ward 5	x	
Councilor Jason Gagnon, Ward 6	x	
Councilor, Anthony McManus, At Large	x	
Total Votes:	9	0
Resolution does pass.		

RESOLUTION BACKGROUND MATERIAL:

The NH Department of Environmental Services (NHDES) notified the City in 2014 that the water level in Barbados Pond had been significantly lowered and that their preliminary evaluation was that the operation of the Bouchard well, a Dover water supply well, was likely the cause. NHDES subsequently ordered the City to stop operation of the well in order to let the pond level recover.

It was suggested that the City conduct a study to determine the safe yield of the aquifer so as to operate the Bouchard well in the future without adversely affecting the water level in Barbados Pond. The City applied for a Wellhead Protection grant from the NHDES to assist in paying for the cost of the study. NHDES notified Dover that it has been awarded the grant of \$20,000 the maximum amount given under the grant program.

The City Council was updated on this work during a workshop on July 29, 2015.

See attached letter of August 4, 2015 from NHDES, Grant Agreement and Exhibits A, B and C.

*I certify this is a true copy
Kam Hunt, city clerk, DWR, nt)*

Susan M. Mistretta
SUSAN M. MISTRETTA, Notary Public
My Commission Expires September 18, 2018



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: City of Dover 288 Central Avenue Dover, NH 03820		Member Number: 156	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not:		
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2015	7/1/2016	Each Occurrence	\$ 1,000,000	
			General Aggregate	\$ 1,000,000	
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2015	7/1/2016	Combined Single Limit (Each Accident)	\$1,000,000	
			Aggregate	\$1,000,000	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2015	7/1/2016	<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)	7/1/2015	7/1/2016	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000	
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange		
State of NH Department of Environmental Services 29 Hazen Dr PO Box 95 Concord, NH 03302-0095			By: Tammy Demer		
			Date: 8/27/2015 tdenver@nhprimex.org		
			Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax		

**Attachment A
2015 Local Source Water Protection Grant Rankings**

Grant Reviewer List

Name	Department	Bureau	Title	Justification (Experience)
Paul Susca	NHDES	Drinking Water & Groundwater Bureau	Administrator III	Source Water Protection Program Manager (10 years)
Pierce Rigrod	NHDES	Drinking Water & Groundwater Bureau	Supervisor VII	Grant Project Management (10 years)
Kelsey Vaughn	NHDES	Drinking Water & Groundwater Bureau	Program Planner I	Grant Project Management (3 years)

**Applications and Rankings
Source Protection Planning Projects**

Grant Applicant	Project Location	Grant Amount	Rank	Notes
Town of Brentwood	Brentwood	\$16,946	1	
Southeast Land Trust of New Hampshire	Durham	\$19,950	2	
Strafford Regional Planning Commission	Farmington	\$13,166	3	
Granite State Rural Water Association	Merrimack, Hudson, Bedford, Nashua, Litchfield, Manchester, Bedford	\$20,000	4	
Manchester Water Works	Manchester, Auburn, Candia, Hooksett, Chester	\$20,000	5	
Upper Valley Lake Sunapee Regional Planning Commission	Enfield	\$17,575	6	
City of Laconia	Laconia, Gilford	\$15,000	7	
Pennichuck Corporation	Nashua, Amherst, Merrimack, Hollis, Milford	\$20,000	8	
Manchester Water Works	Manchester	\$20,000	9	
Manchester Water Works	Manchester, Auburn	\$2,500	10	
City of Dover	Dover, Madbury	\$20,000	11	
City of Lebanon	Lebanon	\$10,840	12	
Hopkinton Village Precinct	Hopkinton	\$12,600	13	Unable to fund
City of Portsmouth	Madbury, Dover	\$11,247	14	Unable to fund
Lower Bartlett Water Precinct	Intervale	\$19,940	15	Unable to fund
City of Concord	Concord	\$17,294	16	Unable to fund

Source Security Projects

Grant Applicant	Project Location	Grant Amount	Rank	Notes
Marlborough Water Works	Marlborough	\$18,000	1	
Gunstock Acres Village Water District	Gilford	\$720	2	
Emerald Lake Village District	Hillsborough	\$16,949	3	
Hooksett Village Water Precinct	Hooksett	\$18,000	4	Unable to fund