

YAR 04

FRANCIS WOOD



New Hampshire Fish and Game Department

HEADQUARTERS: 11 Hazen Drive, Concord, NH 03301-6500
(603) 271-3421
FAX (603) 271-1438

www.WildNH.com
e-mail: info@wildlife.nh.gov
TDD Access: Relay NH 1-800-735-2964

October 7, 2016

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

REQUESTED ACTION

Sole Source

Authorize the New Hampshire Fish and Game Department (NHFG) and the Department of Environmental Services (NHDES) to enter into a Sole Source grant agreement with the Town of Exeter (Vendor Code 177386-B001) in the amount of \$35,000 for agreed upon expenses associated with the Great Dam Removal and River Restoration Project (project), effective upon Governor and Council approval through December 30, 2017. Funding is 71% Fisheries Habitat Funds, 29% Rivers Protection Fund.

Funding for this grant is available as follows:

NHFG:	<u>03 75 75 752020</u> Inland Fisheries Management – Fisheries Habitat Management	
	20-07500-21270000-020-500208	Current Expenses
		<u>FY2017</u> \$25,000
NHDES:	Rivers and Lakes Management and Protection Fund	
	03-44-44-442010-08520000-073-500580	Grants-NonFederal
		<u>FY2017</u> \$10,000

REGION 1
629B Main Street
Lancaster, NH 03584-3612
(603) 788-3164
FAX (603) 788-4823
email: reg1@wildlife.nh.gov

REGION 2
PO Box 417
New Hampton, NH 03256
(603) 744-5470
FAX (603) 744-6302
email: reg2@wildlife.nh.gov

REGION 3
225 Main Street
Durham, NH 03824-4732
(603) 868-1095
FAX (603) 868-3305
email: reg3@wildlife.nh.gov

REGION 4
15 Ash Brook Court
Keene, NH 03431
(603) 352-9669
FAX (603) 352-8798
email: reg4@wildlife.nh.gov

EXPLANATION

The impetus of this project was a failure of the Great Dam to meet NHDES Dam Safety regulations, which require that a dam safely withstand a 50-year storm event without an overtopping of its abutments. The town conducted a preliminary study which determined that the Great Dam is also a significant barrier to migratory fish and a contributor to documented water quality impairments upstream of the dam. This grant award is SOLE SOURCE because the town of Exeter is the sole owner and operator of the Great Dam; therefore, the town is responsible for all decisions relative to the dam and is the only organization qualified to implement this agreement. Accordingly, the town will be responsible for the selection and supervision of contractors of the project.

For the past 10 years, the town has implemented comprehensive studies and convened robust stakeholder engagement processes to determine the fate of the Great Dam. Ultimately, town residents voted to remove the Great Dam. Removal of the dam will eliminate dam safety issues, reduce flooding and is expected to improve fish passage and water quality in the Exeter River. The dam was removed in the summer of 2016, which opened more than 7 miles of unimpeded riverine habitat. The combined funding from NHDES and NHFG will support remaining work on the project, such as restoration of the river channel, fish passage monitoring and relocation of the upstream public water supply intake.

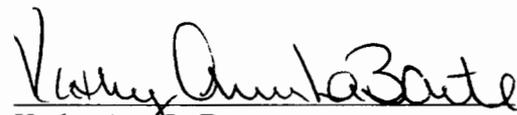
The NHFG Fish and Game Commission approved up to \$75,000 from the Fisheries Habitat Funds to be expended only on the fish passage elements for this project at their December 9, 2015, meeting. The Rivers and Lakes Management and Protection Fund is set up to fund projects such as this on a first come, first served basis as funding is available.

This agreement has been approved by the Office of the Attorney General as to form, execution and content.

We respectfully request your approval.



Glenn Normandeau
Executive Director, NH Fish and Game Department



Kathy Ann LaBonte
Chief, Business Division



Thomas Burack
Commissioner, NH Department of Environmental Services

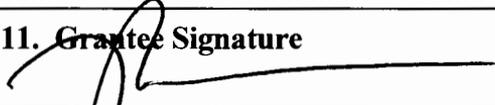
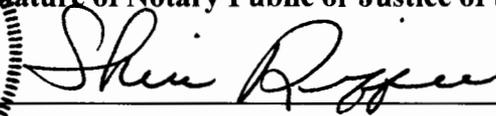
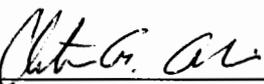
GRANT AGREEMENT

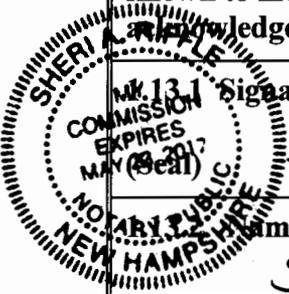
(April 2001 revision)

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name NH Fish and Game Department NH Department of Environmental Services		1.2. State Agency Address 11 Hazen Drive, Concord, NH 03301 29 Hazen Drive, Concord, NH 03301	
1.3. Grantee Name Town of Exeter		1.4. Grantee Address 10 Front Street, Exeter, NH 03833	
1.5. Effective Date Upon G&C Approval	1.6. Completion Date 12/30/2017	1.7. Audit Date N/A	1.8. Grant Limitation 35,000
1.9. Grant Officer for State Agency Glenn Normandeau, NHFGD Executive Director Thomas Burack, NHDES Commissioner		1.10. State Agency Telephone No. 603-271-2741 603-271-2958	
1.11. Grantee Signature 		1.12. Name & Title of Grantee Signor Russell Dean, Town Manager	
1.13. Acknowledgment: State of <u>New Hampshire</u> , County of <u>Rockingham</u> , on <u>10/7/16</u> Before the undersigned officer, personally appeared the person identified in block 1.11., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.12., and acknowledged that <u>he</u> executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary Public or Justice of the Peace <u>Sheri Riffle, Notary Public</u>			
1.14. State Agency Signature(s) NHFG:  NHDES:  <u>Thomas S Burack, Commissioner</u>		1.15. Name & Title of State Agency Signor(s) Glenn Normandeau, Executive Director NH Fish & Game Department	
1.16. Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: <u>11/2/16</u>			
1.17. Approval by the Governor and Council <p align="right">On: / /</p>			



3. EFFECTIVE DATE; COMPLETION OF PROJECT.
- 3.1. 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").
- 3.2. 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").
4. GRANT AMOUNT; MANNER OF PAYMENT; LIMITATIONS.
- 4.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 4.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 4.3. 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 4.5 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 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 4.4. The payment by the State of the Grant amount shall be the only, and the complete payment 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.
- 4.5. 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.
5. SPECIAL CONDITIONS. Modifications to these General Conditions and any additional grant conditions shall be set forth in Exhibit C attached hereto.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all applicable statutes, regulations, and orders of federal, state, county, or municipal authorities that impose any legal 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 of 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, contract for or 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 the Project, to hire any person 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 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 or data, 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, unless otherwise specified in Exhibit C.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT; REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1. failure to perform the Project satisfactorily or on schedule; or
- 11.1.2. failure to submit any report required hereunder; or
- 11.1.3. failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4. failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1. give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2. give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the 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 representative, 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 interest 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.

Initials MM Date 10/7/16

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any contractor, 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 representatives, 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.
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 or its contractors, subcontractor, or subgrantee or other agent of the Grantee in the performance of the Project. 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 general liability insurance for all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State. A certificate of insurance demonstrating compliance with subparagraphs 17.1 and 17.2 shall be attached to this Grant Agreement.
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.

Initials MM Date 10/7/10

Exhibit A
Scope of Services

In exchange for grant funds provided by the State of New Hampshire (see table below), acting through the agencies identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform the work approved through NHDES Wetlands Permit 2015-00887 and more specifically described below as part of the Great Dam Removal and River Restoration Project on the Exeter River in Exeter, NH.

1. NH Fish and Game Department (NHFG) will provide up to \$25,000 to the Grantee for the design, construction and completion of a river-left fish bypass channel above the former dam, based on plan requested changes and approvals by two federal agencies Fish Passage Engineering Specialists (Matthew Bernier, NOAA Fisheries, and Brett Towler, USFWS) and approved by NH Fish and Game (Attachment 1).
2. NH Department of Environmental Services will provide \$10,000 to the Grantee for use towards relocation of the upstream public water supply intake. The water intake work shall be constructed in accordance with Great Dam Removal and Exeter River Restoration Construction plans, dated March 23, 2016.

The State will review, approve, and inspect the Grantee's proposed work prior to and after construction before grant payment.

Exhibit B
Method of Payment

Method of Payment shall be as follows:

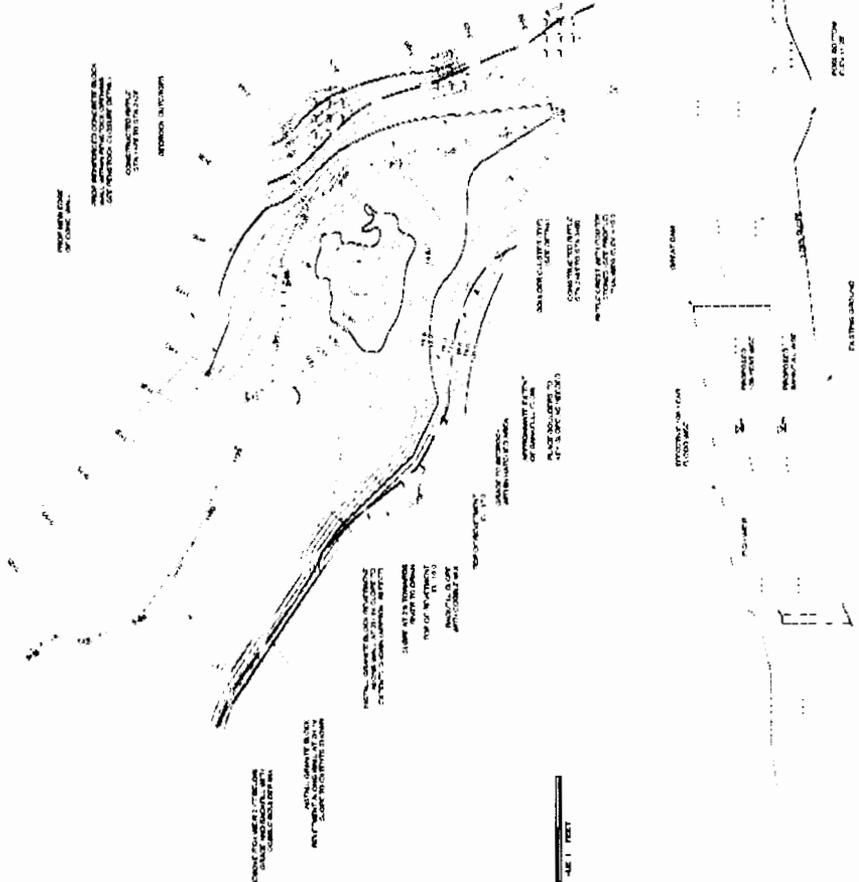
- 1) Upon completion of the job(s), the Grantee shall submit two detailed invoices of the 1) work conducted to construct the river-left channel and 2) relocation of the upstream public water supply intake:
 - a. Not to exceed \$25,000 for agreed work with the NH Fish and Game Dept. for the Grantees fish passage job(s) of the Project, and
 - b. Not to exceed \$10,000 for agreed work with the NH Department of Environmental Services for the Grantees infrastructure job(s) of the project.
- 2) Invoices to be submitted to Cheri Patterson, NH Fish and Game Dept., 225 Main Street, Durham, NH 03824.
- 3) Invoices will be paid within 30 days of approval by the State.

Initials MD Date 10/7/16

Attachment 1. Plan design specifications for Exeter River riverbed modification during Great Dam Removal Project.



- River Bank Protection Notes:**
1. All portions of the construction shall be constructed with a cross-slope with a 1:1 slope ratio. The cross-slope shall be maintained throughout the project.
 2. The construction shall be constructed with a cross-slope with a 1:1 slope ratio. The cross-slope shall be maintained throughout the project.
 3. The construction shall be constructed with a cross-slope with a 1:1 slope ratio. The cross-slope shall be maintained throughout the project.
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 18. The construction shall be constructed with a cross-slope with a 1:1 slope ratio. The cross-slope shall be maintained throughout the project.
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 20. The construction shall be constructed with a cross-slope with a 1:1 slope ratio. The cross-slope shall be maintained throughout the project.
 21. The construction shall be constructed with a cross-slope with a 1:1 slope ratio. The cross-slope shall be maintained throughout the project.
 22. The construction shall be constructed with a cross-slope with a 1:1 slope ratio. The cross-slope shall be maintained throughout the project.
 23. The construction shall be constructed with a cross-slope with a 1:1 slope ratio. The cross-slope shall be maintained throughout the project.
 24. The construction shall be constructed with a cross-slope with a 1:1 slope ratio. The cross-slope shall be maintained throughout the project.
 25. The construction shall be constructed with a cross-slope with a 1:1 slope ratio. The cross-slope shall be maintained throughout the project.



NO.	DESCRIPTION	DATE	BY	CHECKED
1	ISSUED FOR PERMIT	10/1/10	JL	ML
2	ISSUED FOR CONSTRUCTION	10/1/10	JL	ML
3	ISSUED FOR AS-BUILT	10/1/10	JL	ML
4	ISSUED FOR FINAL	10/1/10	JL	ML
5	ISSUED FOR RECORD	10/1/10	JL	ML
6	ISSUED FOR ARCHIVE	10/1/10	JL	ML
7	ISSUED FOR DESTRUCTION	10/1/10	JL	ML
8	ISSUED FOR REMEDIATION	10/1/10	JL	ML
9	ISSUED FOR RESTORATION	10/1/10	JL	ML
10	ISSUED FOR MONITORING	10/1/10	JL	ML
11	ISSUED FOR EVALUATION	10/1/10	JL	ML
12	ISSUED FOR REPORTING	10/1/10	JL	ML
13	ISSUED FOR ARCHIVING	10/1/10	JL	ML
14	ISSUED FOR PRESERVATION	10/1/10	JL	ML
15	ISSUED FOR PROTECTION	10/1/10	JL	ML
16	ISSUED FOR SECURITY	10/1/10	JL	ML
17	ISSUED FOR SAFETY	10/1/10	JL	ML
18	ISSUED FOR HEALTH	10/1/10	JL	ML
19	ISSUED FOR ENVIRONMENT	10/1/10	JL	ML
20	ISSUED FOR SOCIETY	10/1/10	JL	ML
21	ISSUED FOR CULTURE	10/1/10	JL	ML
22	ISSUED FOR ECONOMY	10/1/10	JL	ML
23	ISSUED FOR POLITICS	10/1/10	JL	ML
24	ISSUED FOR LAW	10/1/10	JL	ML
25	ISSUED FOR ETHICS	10/1/10	JL	ML

Project Name: Exeter River Riverbed Modification
 Date: 10/1/10
 Drawn by: JL
 Checked by: ML
 Scale: 1" = 40'
 Sheet No: C-6
 Total Sheets: 10

Initials JL Date 10/1/10

CERTIFICATE OF AUTHORITY

I, Andrea Kohler, Town Clerk of Exeter, New Hampshire do hereby certify that:

- (1) I am the duly elected Town Clerk of Exeter, NH;
- (2) The following are true copies of two resolutions duly adopted at a meeting of the Board of Selectmen of Exeter, NH;

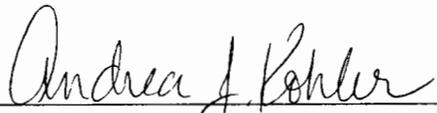
RESOLVED that the Town of Exeter enters into a grant agreement with the State of New Hampshire, acting through its Fish & Game Department.

RESOLVED that the Town Manager is hereby authorized on behalf of the Town of Exeter to enter into a grant agreement with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions or modifications thereto, as he may deem necessary, desirable or appropriate.

- (3) The Town of Exeter warrants that this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and
- (4) the following person has been appointed to and now occupies the office indicated under item (2) above:

Russell Dean

IN WITNESS WHEREOF, I have hereunto set my hand as the Town Clerk of Exeter, New Hampshire this 28 day of October, 2016.

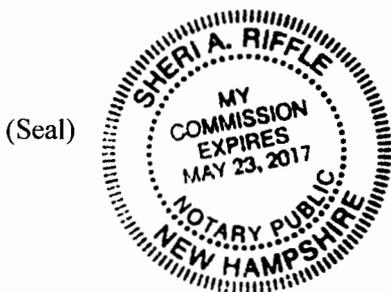


 Andrea Kohler, Town Clerk

State of New Hampshire
County of Rockingham

On this the 28 day of October, 2016, before me Sheri Riffle, the undersigned officer, personally appeared Andrea Kohler who acknowledged herself/himself to be the Town Clerk of Exeter, New Hampshire, and that she/he as such Town Clerk, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

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





 Justice of the Peace/Notary Public
 Commission Expiration Date: May 23, 2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/24/2016

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

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

PRODUCER Knight-Dik Ins Agcy Inc Main St 446 Main St 9th Fl Worcester MA 01608	CONTACT NAME: PHONE (A/C No, Ext): (508) 753-6353 FAX (A/C No): (508) 752-1764 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED SumCo Eco-Contracting, LLC 16 Front Street Salem MA 01970	INSURER A: Safety Indemnity Insurance Com NAIC # 33618	
	INSURER B: Homeland Ins Co of NY	
	INSURER C: Ace Insurance Group	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: Cert ID 5067

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	793002155 0002	5/1/2016	5/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Per Project Max \$ 10,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	6238212	5/1/2016	5/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	793002156 0002	5/1/2016	5/1/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	9F778080	5/12/2016	5/12/2017	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 100,000 \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Town of Exeter & Vanasse Hangen Brustlin Inc. all their officers, agents and employees and 37 Water Street, 33 Water Street, 31 Water Street, 27 Water Street, 11 Water Street, 1-9 Water Street shall be included by contract as additional insured

CERTIFICATE HOLDER**CANCELLATION**

Town of Exeter 10 Front Street Exeter NH 03883	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Robert D. D...</i>

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