



The State of New Hampshire
Department of Environmental Services

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Robert R. Scott, Commissioner

November 30, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services to award a grant to the Town of Hopkinton (hereinafter "Hopkinton"), (VC# 177414 B004), in the amount of \$63,500 to acquire 5.7 acres of land in Hopkinton and place a deed restriction to protect drinking water supply, effective upon Governor & Council approval through December 31, 2021. 100% Drinking Water and Groundwater Trust Fund.

Funding is available in the following account:

03-44-44-442010-3904-073-500580	<u>FY 2021</u>
Dept Environmental Services, DWGW Trust, Grants Non-Federal	\$63,500

EXPLANATION

The Drinking Water and Groundwater Trust Fund (DWGTF) was created in 2016, using \$276 million of MtBE trial judgment funds, as authorized by RSA 485-F. The purpose of the Trust Fund is to provide sustainable, long-term funding for the protection, preservation, and enhancement of the drinking water and groundwater resources of the state. The Drinking Water and Groundwater Advisory Commission (Advisory Commission) was established to administer the Trust Fund and to provide guidance to the State on the use of the Trust Fund.

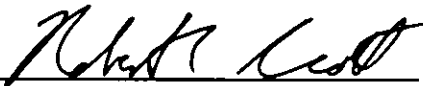
On December 1, 2018, the Advisory Commission voted to authorize grants for 15 drinking water source protection projects. The original grantee for this project was the Five Rivers Conservation Trust (Five Rivers), which had requested \$87,000 and was selected for grant funding from the DWGTF. The original project was for Hopkinton to purchase the lot and donate an easement to Five Rivers.

In response to a requested change to the grant, on February 10, 2020, the Advisory Commission approved the transfer of the 2018 grant award, making the Town of Hopkinton the grantee, and reducing the grant amount from \$87,000 to \$63,500. The property will be purchased by Hopkinton and the town will place a deed restriction on the land to prevent future development.

The total project cost for Hopkinton to acquire the six-acre parcel is \$127,000. The DWGTF will provide \$63,000 with \$63,500 in match provided by the Hopkinton Conservation Commission. The purchase price of the property is based on a recent appraisal of fair market value.

Exhibit A describes the scope of the grant. Exhibit B provides the grant amount and payment terms and Exhibit C contains special provisions. Attachment A contains the draft fee simple deed. The Attorney General's office has approved the attached draft deed as to form and substance, and will approve the actual deed as to execution. Attachment B contains a map of the land, which shows the land's relationship to the water supply source being protected.

We respectfully request your approval.



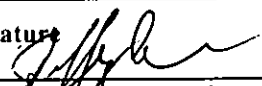

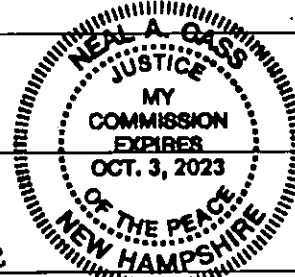
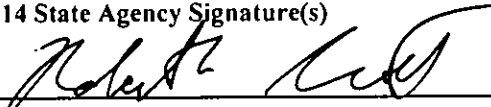

Robert R. Scott
Commissioner

Subject: Grant Agreement for a NH Drinking Water and Groundwater Trust Fund Grant
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 Hopkinton		1.4 Grantee Address 330 Main Street, Hopkinton, NH 03229	
1.5 Effective Date Upon G&C approval	1.6 Completion Date 12/31/2021	1.7 Audit Date N/A	1.8 Grant Limitation \$63,500
1.9 Grant Officer for State Agency Holly Green NH Department of Environmental Services		1.10 State Agency Telephone Number (603) 271-3114	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor Jeffrey S. Donohee, Select Board	
1.13 Acknowledgment, State of <u>New Hampshire</u> , County of <u>Merrimack</u> On <u>05/07/2020</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) 			
1.13.2 Name & Title of Notary Public or Justice of the Peace <u>Neal A. Case, Justice of the Peace</u>			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Robert R. Scott, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By:  Attorney, On: <u>12/1/2020</u>			
1.17 Approval by the Governor and Council By: _____ On: / /			

2. **SCOPE OF WORK.** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-O, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the state of New Hampshire.

4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the Effective Date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

5. **GRANT AMOUNT; LIMITATION ON AMOUNT; 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

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 SERVICES

Town of Hopkinton

The Town of Hopkinton (Hopkinton) will use the grant to acquire approximately 6 acres of land, which is within the protection area of the river intake for the Concord Water Department. The parcel designated on current Town of Hopkinton Tax Map 242 Lot 13 will be protected in perpetuity, as specified in a draft deed with restrictions (see Attachment A), with water supply protection being one of the purposes of the deed restrictions. The Hopkinton Conservation Commission will be responsible for enforcement of the deed restrictions and stewardship of the land.

EXHIBIT B

GRANT AMOUNT & PAYMENT SCHEDULE

Payment in the amount of \$63,500 shall be made to Hopkinton upon receipt of the following:

1. Survey of the parcel of land.
2. A copy of the appraisal.
3. Title examination.
4. Acceptable stewardship plan for the property that ensures the permanent protection of the water supply.
5. Completed baseline documentation form, which indicates the current condition of the property.
6. Documentation to support the match of \$63,500 provided by Hopkinton.
7. The finalized deed with restrictions to protect water supply.

Grantee Initials ASJ
Date 5/1/20

EXHIBIT C

SPECIAL PROVISIONS

- I. Subparagraph 1.7 of the General Provisions shall not apply to this Grant Agreement.

Grantee Initials

Date


5/7/2020



Town of Hopkinton

Office of Select Board

330 Main Street, Hopkinton NH 03229-2627 - (603) 746-3170 - www.hopkinton-nh.gov

Certification of Select Board Vote

This Certification of Vote serves as official notification of the Select Board agreeing to enter into a grant agreement with NH Department of Environmental Services, also granting authority to Select Board Member Jeffrey S. Donohoe sign on behalf of the Town any documents required to execute this agreement.

CERTIFICATION OF VOTE

At its regularly scheduled, duly noticed Select Board meeting on Monday, May 4, 2020, the following motion was adopted by the Select Board.

Motion Made by: Select Board Member Anna Wells
Motion Seconded by: Select Board Chair Sabrina Dunlap

Motion: That the Hopkinton Select Board enter into a grant agreement with the NH Department of Environmental Services, and to duly authorize Select Board Member Jeffrey S. Donohoe to execute and deliver on behalf of the Town any documents which may be necessary for this grant agreement with the State of New Hampshire for the purposes of land acquisition to protect rare habitat and wetland values and connect other protected resources.

Select Board Members Dunlap, Traum, Whitley, Wells, and Donohoe voted in favor and the Chair declared the motion to have been approved unanimously.

I certify that the above referenced vote was taken and duly recorded.

Neal A. Cass, Town Administrator

Attachment A – Conservation Easement Deed

WARRANTY DEED

EARLE M. CHESLEY AND CATHY P. CHESLEY, with a mailing address of 833 Penacook Road, Contoocook, New Hampshire 03229, Merrimack County, State of New Hampshire, for consideration paid, grant to the **TOWN OF HOPKINTON**, a New Hampshire municipal corporation, with a principal place of business at 330 Main Street, Town of Hopkinton, County of Merrimack, State of New Hampshire 03229, with warranty covenants,

A certain tract or parcel of vacant land situated on Penacook Road, in Hopkinton, County of Merrimack, State of New Hampshire, being shown as Lot No. 13 on a plan entitled "Lot Line Adjustment and Subdivision of land of Earle M. Chesley & Cathy P. Chesley", prepared by Richard D. Bartlett & Associates dated December 17, 2019 and recorded in the Merrimack County Registry of Deeds as Plan No. _____, to which reference is made for a more particular description (hereinafter the "Property").

Contains 5.7 acres, more or less, according to said Plan.

Meaning and intending to describe and convey a portion of the premises as conveyed to Earle M. Chesley and Cathy P. Chesley by Quitclaim Deed from Lawrence Boutwell and Dorothy E. Boutwell dated May 14, 1982 and recorded at the Merrimack County Registry of Deeds in Book 1416, Page 92.

The Property being conveyed is subject to the following restrictions pursuant to N.H. RSA 485-F:

- (1) All uses must be consistent with the purposes of NH RSA 485-F;
- (2) The Property may be used to site a public water supply source in the future and no other restriction, easement, agreement, or encumbrance may preclude the Property's use as a public water supply source;
- (3) No industrial or commercial activities or improvements shall occur on the Property except in conjunction with any water supply, agricultural, forestry, or outdoor recreational activities;
- (4) No land surface alterations shall occur on the Property such as filling, excavation, mining, and dredging except in conjunction with any water supply, agricultural, forestry, or outdoor recreational activities;
- (5) No wastes generated off the Property shall be disposed of or discharged on the Property;
- (6) No hazardous substances shall be stored, applied, or disposed of on the Property, except in conjunction with any water supply, agricultural, forestry, or outdoor recreational activities that do not threaten water supply protection;
- (7) No motorized vehicles shall be allowed for recreational purposes, except that snowmobiles, as defined in NH RSA 215-A:1, XIII may be allowed if they are operated only on snow and ice outside of the sanitary protective area of public water

supply well(s), more than 250 feet from a surface water body being used as a public water supply; more than 100 feet from tributaries contributing to such water bodies, except when crossing such tributaries, and only on designated trails depicted on a plan approved by the N.H. Department of Environmental Services;

(8) No acts or uses shall occur on the Property that would:

- a) Degrade the water quality such that the standards set for public drinking water by the N.H. Department of Environmental Services would be threatened;
- b) Cause an unsustainable quantity of water to be withdrawn;
- c) Harm state or federally recognized rare, threatened, or endangered species.

Permitted activities include:

- 1) Withdrawal of surface water and/or groundwater on a sustainable yield basis and removal of said water from the Property only for the purpose of supplying a public water system, as defined by NH RSA 485:1-a, XV, as it may be amended from time to time;
- 2) Agriculture, forestry, wildlife habitat management, and outdoor recreation conducted in accordance with a stewardship plan prepared for the Property and with the State of New Hampshire best management practices then applicable.
- 3) Pedestrian access to the Contoocook River, including a ramp or other improvements to enable the launch of hand-carried watercraft; and, notwithstanding the provisions of Clause A.7 above, an unpaved parking area near the river access location for up to six passenger cars, said parking area to be accessed by an unpaved driveway from Penacook Road.

The restrictions above shall be enforceable in perpetuity by action at law or by injunction or other proceedings in equity and shall constitute conservation restrictions as described in RSA 477:45.

Third-party right of enforcement:

The State of New Hampshire, through the N.H. Department of Environmental Services, the N.H. Drinking Water and Groundwater Advisory Commission, or the N.H. Office of the Attorney General may enforce the restrictions found herein.

[(Wife) (husband) of said grantor, release to said grantee all rights of homestead and other interests therein.]

Meaning and intending to release to the Town of Hopkinton any interest we may have in a portion of the premises conveyed by Lawrence Boutwell and Dorothy E. Boutwell to Earle M. Chesley and Cathy P. Chesley by Quitclaim deed dated May 14, 1982 and recorded in the Merrimack County Registry of Deeds in Book 1416, Page 92.

WITNESS our hands and seals this _____ day of _____, 2020.

By: _____
EARLE M. CHESLEY

Date: _____

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On this ____ day of _____, 2020, the above named, Earle M. Chesley, personally known to me or satisfactory proven to be the person whose name is subscribed to the within instrument and acknowledged the same to be his free act and deed.

Before me,

Justice of the Peace/Notary Public
My Commission Expires:

By: _____
CATHY P. CHESLEY

Date: _____

STATE OF NEW HAMPSHIRE
COUNTY OF _____









On this ____ day of _____, 2020, the above named, Cathy P. Chesley, personally known to me or satisfactory proven to be the person whose name is subscribed to the within instrument and acknowledged the same to be his free act and deed.

Before me,

Justice of the Peace/Notary Public
My Commission Expires:

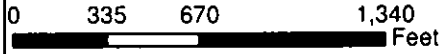
Attachment B - Map

Town of Hopkinton Chesley Project

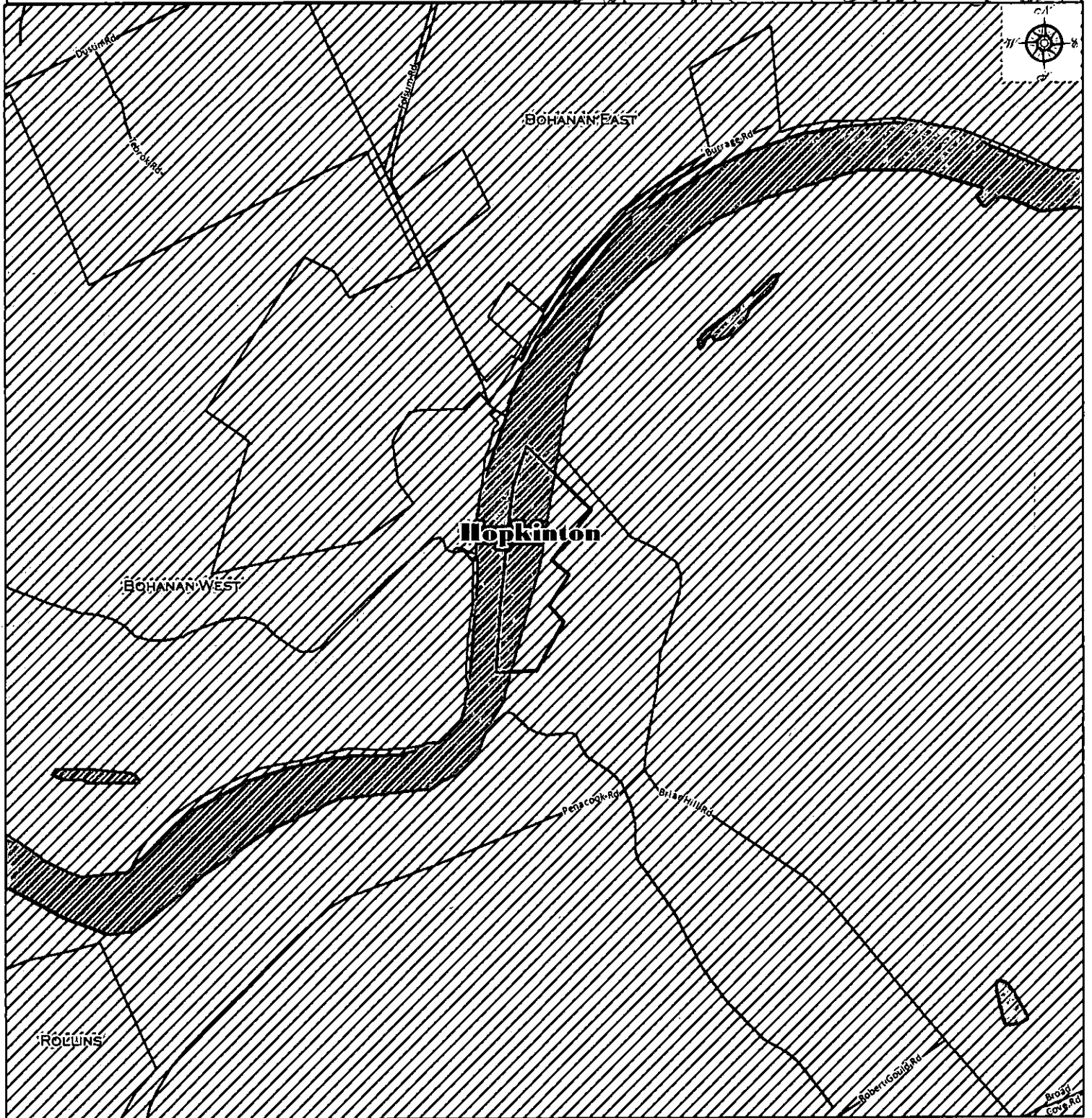
-  Town of Hopkinton Proposed Conservation Lands
-  Conservation Lands
-  Wellhead Protection Areas
-  Hydrologic Areas of Concern
-  Public Water Supply Wells
-  Hydrography
-  Town Boundaries
-  Roads

Total Acres= 6.0 Ac.
Eligible Acres= 6.0 Ac.

The coverages presented are under constant revision as new sites or facilities are added. They may not contain all of the potential or existing sites or facilities. NHDES is not responsible for the use or interpretation of this information. Not intended for legal purposes.



9/30/2019





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: Town of Hopkinton 330 Main Street Hopkinton, NH 03229		Member Number: 205	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)	7/1/2020	7/1/2021	Each Occurrence	\$ 5,000,000
	Professional Liability (describe)			General Aggregate	\$ 5,000,000
	<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
<input checked="" type="checkbox"/>	Automobile Liability	7/1/2020	7/1/2021	Combined Single Limit (Each Accident)	\$ 5,000,000
	Deductible Comp and Coll: \$1,000			Aggregate	\$ 5,000,000
	<input type="checkbox"/> Any auto				
<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)	7/1/2020	7/1/2021	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
			By: <i>Mary Beth Purcell</i>
			Date: 10/19/2020 mpurcell@nhprimex.org
State of New Hampshire Department of Environmental Services 29 Hazen Dr, PO Box 95 Concord, NH 03302			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax