



The State of New Hampshire JUL 21 '20 PM 1:29 DAS
Department of Environmental Services



Sam
47

Robert R. Scott, Commissioner

July 14, 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 City of Somersworth (hereinafter "Somersworth"), (VC#177476-B001), Somersworth, NH in the amount of \$100,000 to acquire 40 acres of land in Somersworth to protect drinking water supply, effective upon Governor & Council approval through June 30, 2021. 100% Drinking Water/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	\$100,000

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 was established to administer the Trust Fund and to provide guidance to the State on the use of the Trust Fund.

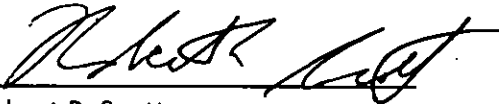
On December 9, 2019, the Advisory Commission voted to authorize grants for 7 drinking water source protection projects. Somersworth's request for \$100,000 was selected for grant funding from the DWGTF. Somersworth will use the grant funds to acquire approximately 40 acres of land within the wellhead protection areas of two Somersworth wells and the protection area of the Salmon Falls River intake, a water supply for the City of Somersworth.

The total cost for Somersworth to acquire the land is \$220,000. The DWGTF will provide \$100,000 with \$120,000 in match provided by Somersworth. The purchase price of this land is based on a recent appraisal of fair market value.

His Excellency, Governor Christopher T. Sununu
And the Honorable Council
Page 2

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 deed with restrictions. 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 sources 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: City of Somersworth		1.4 Grantee Address One Government Way, Somersworth, NH 03878	
1.5 Effective Date Upon G&C approval	1.6 Completion Date 6/30/2021	1.7 Audit Date N/A	1.8 Grant Limitation \$100,000
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 Grantor Signature <i>[Signature]</i>		1.12 Name & Title of Grantee Signor ROBERT M. BELMORE, CITY MANAGER	
1.13 Acknowledgment: State of <u>New Hampshire</u> , County of <u>Strafford</u> On <u>3/25/2020</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) <i>[Signature]</i> My Commission Expires July 22, 2021			
1.13.2 Name & Title of Notary Public or Justice of the Peace <u>Trish Harris</u> TRICIA M. HARRIS, Notary Public State of New Hampshire			
1.14 State Agency Signature(s) <i>[Signature]</i>		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: <i>[Signature]</i> Attorney, On: <u>7/20/2020</u>			
1.17 Approval by the Governor and Council By: _____ On: / /			

[Handwritten initials]
3-27-20

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

City of Somersworth

The City of Somersworth will use the grant to purchase approximately 40 acres of land within the wellhead protection areas of two City of Somersworth water supply wells and the watershed of the Salmon Falls River, a water supply source for the City of Somersworth. The parcels of land designated on current City of Somersworth Tax Map 50 as Lot 13 and 13-1 are to be protected in perpetuity with deed restrictions (see Attachment A).

EXHIBIT B

GRANT AMOUNT & PAYMENT SCHEDULE

Payment in the amount of \$100,000 shall be made to the City of Somersworth upon receipt of the following:


1. Survey of the parcels of land.
2. A copy of the appraisal as specified in Env-Dw 1002.22
3. Title examination as specified in Env-Dw 1002.23.
4. Acceptable stewardship plan for the property that ensures the permanent protection of the water supply.
5. Completed baseline documentation form or management summary, as applicable, which indicates the current condition of the property.
6. Documentation to support the match of \$120,000, provided by the City of Somersworth.
7. The finalized deed with restrictions to protect water supply.

EXHIBIT C

SPECIAL PROVISIONS

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

Grantee Initials AB
Date 6/17/20

	City of Somersworth – Resolution
	Resolution No: 39-20 TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A GRANT AGREEMENT WITH THE STATE OF NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES FOR A NEW HAMPSHIRE DRINKING WATER AND GROUNDWATER TRUST FUND GRANT FOR THE CONSERVATION COMMISSION TO PURCHASE LAND IN THE LILY POND WATERSHED

March 16, 2020

WHEREAS, the City of Somersworth has been notified of the award of a New Hampshire Drinking Water and Groundwater Trust Fund Grant for the Conservation Commission to purchase land in the Lily Pond watershed, and

WHEREAS, the City of Somersworth is eligible to receive up to \$100,000 (one Hundred Thousand dollars) requiring a local match of up to \$120,000 (One Hundred Twenty Thousand dollars), and

WHEREAS, the City's local match for this grant will come from funding available in the Conservation Fund along with Grant proceeds from the Great Bay Resource Protection Partnership Grant authorized by Resolution 37-19, and


WHEREAS, the Grant requirements are the City must obtain an appraisal of the property, conduct an environmental hazards assessment, obtain a survey of the property, provide legal services, recording fees, and any title expenses required in the transfer of said property, and

EXPLANATION OF TOTAL PROJECT GRANT BREAKDOWN

Grant	=	\$100,000
<u>City Cash</u>	=	<u>\$120,000</u>
Total Project Award	=	\$220,000

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to execute any documents and agreements necessary for the grant's execution, expend the grant proceeds in accordance with the grant documents, and take any and all other such actions relative to this grant determined to be in the best interest of the City.

City Council Meeting
 March 16, 2019
 27

I hereby certify the foregoing to be
A TRUE COPY
 ATTEST: 
 City Clerk, Somersworth, NH

Authorization	
<i>Sponsored by Councilors:</i> David A. Witham Martin Pepin Donald Austin	<i>Approved:</i> City Attorney

City of Somersworth – Resolution 39-20

History			
First Read Date:	03/16/2020	Tabled:	NA
Public Hearing:	NA	Removed From Table:	NA
Second Read:	03/16/2020		

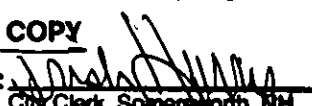
Discussion

Councilor Witham, seconded by Councilor Austin, made a motion to approve Resolution 39-20.

Councilor Gerding stated that he is happy to see this and with no impact on the taxes.

Voting Record		YES	NO
Ward 1 Councilor	Pepin	X	
Ward 2 Councilor	Vincent	X	
Ward 3 Councilor	Dumont	-	-
Ward 4 Councilor	Austin	X	
Ward 5 Councilor	Michaud	X	
At Large Councilor	Witham	X	
At Large Councilor	Gerding	X	
At Large Councilor	Cameron	X	
At Large Councilor	Paradis	X	
TOTAL VOTES:		8	0

On 03/16/2020 Resolution-39-20 PASSED

I hereby certify the foregoing to be
A TRUE COPY
ATTEST: 
City Clerk, Somersworth, NH



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 Somersworth One Government Way Somersworth, NH 03878		Member Number: 293	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	7/1/2020	7/1/2021	Each Occurrence	\$ 5,000,000	
			General Aggregate	\$ 5,000,000	
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto	7/1/2020	7/1/2021	Combined Single Limit (Each Accident)	\$ 5,000,000	
			Aggregate	\$ 5,000,000	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> Statutory	\$2,000,000	
			Each Accident	\$2,000,000	
			Disease - Each Employee		
			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	Primex ³ - NH Public Risk Management Exchange
Department of Environmental Services PO Box 95 29 Hazen Dr Concord, NH 03301			By: <i>Mary Beth Purcell</i>
			Date: 6/26/2020 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Attachment A

WARRANTY DEED

_____, of _____ County, State of _____, for consideration paid, grant to _____, (complete mailing address) _____, of _____ Street, Town (City) of _____, _____ County, State of _____, with warranty covenants,

(Description of land or interest being conveyed: incumbrances, exceptions, reservations, if any and a reference to a further description in an exhibit if necessary),

(hereinafter the "Property").

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

- (1) All uses must be consistent with the purposes of N.H. RSA ch. 485-F;
- (2) *[If the Property does not currently provide protection of an existing active source for an active community or non-transient, non-community public water supply source, insert the following – 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 N.H. 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.

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 (property buyer) _____ any interest (I/we) may have in a portion of the premises conveyed by _____, to _____, by deed dated (month, day, year) and recorded in the _____ County Registry of Deeds at Book _____, Page _____.

WITNESS our hands and seals this _____ day of _____, 20XX.

(property seller's name)

STATE OF NEW HAMPSHIRE
COUNTY OF _____









On this ____ day of _____, 20XX, the above named, (property seller's name), 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

Lily Pond - Somersworth WHPA

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

Total Acres= 40.0 Ac.
Eligible Acres= 40.0 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.

11/4/2019

