



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

**Robert R. Scott, Commissioner**

May 30, 2024



136

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to **RETROACTIVELY** amend a grant agreement (PO#9005975) with the Town of Canaan, NH (VC# 177368 B001), by extending the completion date to May 31, 2025 from May 31, 2024 to complete a project to better protect drinking water from contamination. No additional funding is involved in this time extension. The grant agreement was originally approved by Governor and Council on June 28, 2023 as Item #172. 100% Federal Funds.

EXPLANATION

We are requesting **retroactive** approval of this amendment to the grant agreement in order to provide the Town of Canaan additional time in which to complete the agreed-upon scope of services. The town is funded under a grant agreement to develop a Source Water Protection Plan for Canaan Street Lake. The reason for the requested extension is because of staffing changes within the hired consulting company, which resulted in a later than anticipated start to the project. The request is retroactive because the Town of Canaan could not obtain a Certificate of Vote before their grant agreement end date in May. To date, \$0 of the original grant award of \$18,000 has been spent.

All other conditions of the original agreement will remain in full effect. This amendment has been approved as to form, substance, and execution by the Office of the Attorney General. In the event federal funds become no longer available, general funds will not be requested to support this program.

We respectfully request your approval of this item.

  
Robert R. Scott, Commissioner

**Grant Agreement with the Town of Canaan  
Local Source Water Protection Grant  
Amendment No. 1**

This Agreement (hereinafter referred to as the "Amendment") dated this 17 day of MAY, 2024, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the "State") and the Town of Canaan, acting by and through its Selectboard Chair, Stephen Freese (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter referred to as the "Agreement") approved by the Governor and Council on June 28, 2023, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, the Grantee and the State have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:

(A) The Completion Date as set forth in sub-paragraph 1.6 of the Agreement shall be changed from May 31, 2024 to May 31, 2025.

2. Effective Date of Amendment: This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.

3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

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

THE TOWN OF CANAAN

By: [Signature]  
Stephen Freese, Selectboard Chair, Town of Canaan

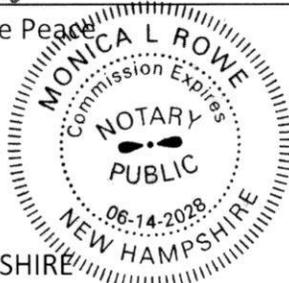
STATE OF NEW HAMPSHIRE  
COUNTY OF GRAFTON

On this the 17<sup>th</sup> day of May, 2024, before the undersigned officer, personally appeared Stephen Freese who acknowledged himself to be the person who executed the foregoing instrument for the purpose therein contained.

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

[Signature]  
Notary Public/Justice of the Peace

My Commission Expires:



THE STATE OF NEW HAMPSHIRE  
Department of Environmental Services

By: [Signature]  
Robert R. Scott, Commissioner

Approved by Attorney General this 5<sup>th</sup> day of June 2024, as to form, substance and execution.

OFFICE OF ATTORNEY GENERAL

By: [Signature]  
, Assistant Attorney General

THE UNIVERSITY OF CHICAGO



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# Certificate of Vote of Authorization

Town of Canaan, PO Box 38, Canaan NH 03741

I, Chester Hagenbarth, Canaan Town Administrator, do hereby certify that at a meeting held on March 19, 2024, the Canaan Selectboard voted to authorize the Selectboard Chair to enter into an amendment of the Grant Agreement to extend the completion date of the Local Source Water Protection Grant from the Department of Environmental Services, to a completion date of May 31, 2025.

The Selectboard further authorizes Stephen Freese, Selectboard Chair, to execute any documents that may be necessary to effectuate this grant agreement.

In Witness Whereof, I hereunto set my hand as Chester Hagenbarth, Canaan Town Administrator, on the 17th day of May 2024.

Signature



Chester Hagenbarth, Canaan Town Administrator

State of New Hampshire

County of Grafton

On this 17th day of May 2024, I Monica Rowe, before me (Notary Public) the undersigned officer personally appeared Chester Hagenbarth, who acknowledged himself as the Town Administrator, Town of Canaan New Hampshire, being authorized to do so, execute the foregoing instrument for the purpose therein contained.

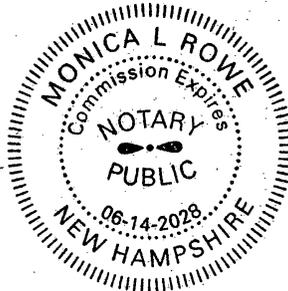
Notary Public

Monica L Rowe

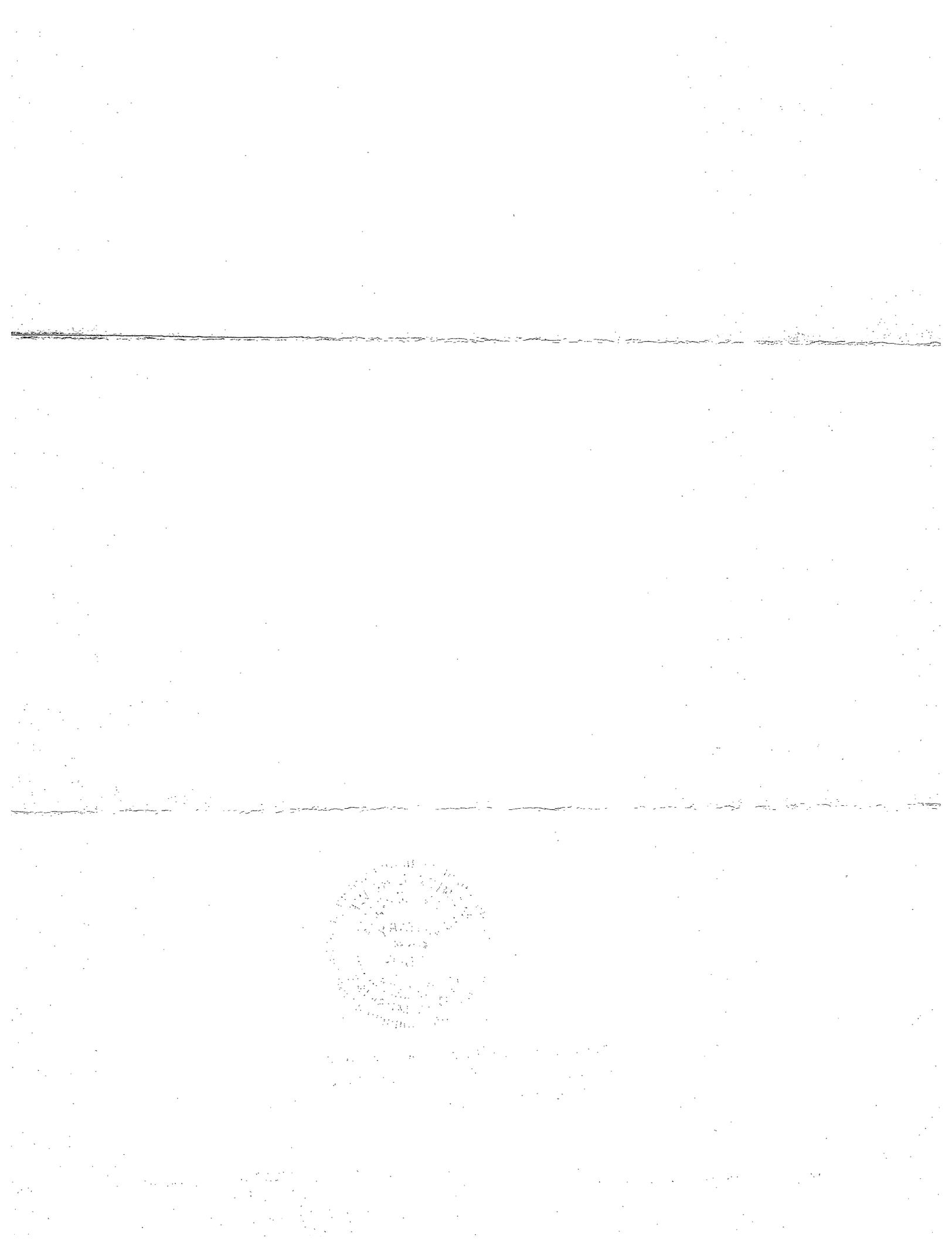
Printed



Signed



My Commission Expires 06/14/2028





## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

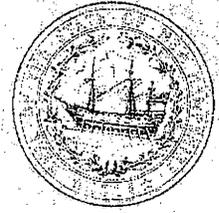
This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

| <b>Participating Member:</b><br>Town of Canaan<br>PO Box 38<br>Canaan, NH 03741   |   | <b>Member Number:</b><br>131   | <b>Company Affording Coverage:</b><br>NH Public Risk Management Exchange - Primex <sup>3</sup><br>PO Box 23<br>Hooksett, NH 03106-9716 |   |                        |
|---|---|--------------------------------|--|---|------------------------|
| Type of Coverage  |   | Effective Date<br>(mm/dd/yyyy) | Expiration Date<br>(mm/dd/yyyy)  | Limits - NH Statutory Limits May Apply, If Not:           |                        |
| <input checked="" type="checkbox"/>   | <b>General Liability (Occurrence Form)</b><br><b>Professional Liability (describe)</b><br>Claims Made <input type="checkbox"/> Occurrence | 1/1/2024                       | 1/1/2025   | Each Occurrence   | \$ 2,000,000           |
|   |   |                                |  | General Aggregate   | \$ 10,000,000          |
|   |   |                                |  | Fire Damage (Any one fire)                                |                        |
|   |   |                                |  | Med Exp (Any one person)                                  |                        |
| <input checked="" type="checkbox"/>   | <b>Automobile Liability</b><br>Deductible Comp and Coll: \$1,000<br>Any auto  | 1/1/2024                       | 1/1/2025   | Combined Single Limit (Each Accident)                     | \$ 2,000,000           |
|   |   |                                |  | Aggregate   | \$ 10,000,000          |
| <input checked="" type="checkbox"/>   | <b>Workers' Compensation &amp; Employers' Liability</b>   | 1/1/2024                       | 1/1/2025   | <input checked="" type="checkbox"/> Statutory             |                        |
|   |   |                                |  | Each Accident   | \$ 2,000,000           |
|   |   |                                |  | Disease - Each Employee                                   | \$ 2,000,000           |
|   |   |                                |  | Disease - Policy Limit                                    |                        |
| <input checked="" type="checkbox"/>   | <b>Property (Special Risk includes Fire and Theft)</b>  | 1/1/2024                       | 1/1/2025   | Blanket Limit, Replacement Cost (unless otherwise stated) | Deductible:<br>\$1,000 |
| <b>Description:</b> Proof of Primex Member coverage only. Pollution and hazardous waste related liabilities, expenses and claims are excluded from coverage in the coverage document. |   |                                |  |   |                        |

|   |                                 |                   |  |
|---|---------------------------------|-------------------|--|
| <b>CERTIFICATE HOLDER:</b>  | <b>Additional Covered Party</b> | <b>Loss Payee</b> | <b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>   |
|   |                                 |                   | <b>By:</b> <i>Mary Beth Percell</i>  |
|   |                                 |                   | <b>Date:</b> 4/23/2024 mpurcell@nhprimex.org   |
| State of NH Department of Environmental Services<br>29 Hazen Drive, P.O. Box 95<br>Concord, NH 03302-0095 |                                 |                   | Please direct inquires to:<br><b>Primex<sup>3</sup> Claims/Coverage Services</b><br>603-225-2841 phone<br>603-228-3833 fax |



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



Robert R. Scott, Commissioner

May 31, 2023

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

APPROVED G & C

DATE 28 June 2023

ITEM # 172

REQUESTED ACTION

Authorize the Department of Environmental Services to award a Local Source Water Protection grant to the Town of Canaan (VC # 177368 B001) in the amount of \$18,000 to complete a project to protect public drinking water supplies, effective upon Governor and Council approval through May 31, 2024. 100% Federal Funds.

Funding is available in the following account:

03-44-44-441018-5564-072-500574

Dept. Environmental Services, DWSRF BIL Administration, Grants- Federal

FY2023

\$18,000

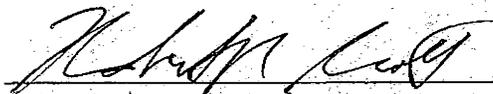
EXPLANATION

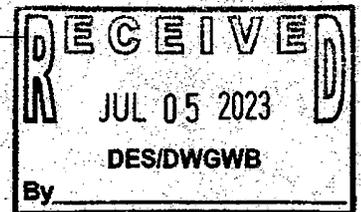
The Department of Environmental Services issued a request for proposals for 2023 Local Source Water Protection Grants. These grants are funded by set-asides under the Drinking Water State Revolving Loan Fund. Twenty-three proposals were received. The proposals were evaluated and ranked based on criteria included in the request for proposals, such as whether the project fulfills a component of a source water protection program, that the proposed project addresses appropriate threats, and that the project will deliver a valuable and useful product. Based on eligibility and the available federal funding, the Department determined that it could offer grants to sixteen source protection planning projects and three source security projects. See Attachment A for the full list of grants awarded and list of reviewers.

The Town of Canaan will use the source water protection grant funds to write a Source Water Protection Plan for Canaan Street Lake.

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

We respectfully request your approval of this item.

  
Robert R. Scott, Commissioner



www.des.nh.gov

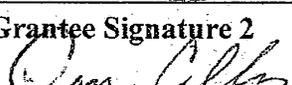
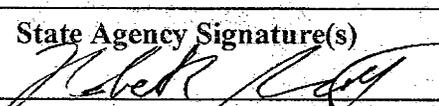
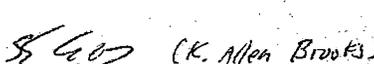
29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095

(603) 271-2502 • Fax: 271-2867 • TDD Access: Relay NH 1-800-735-2964

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby  
Mutually agree as follows:  
GENERAL PROVISIONS

1. Identification and Definitions.

|   |  |   |   |
|---|--|---|---|
| <b>1.1. State Agency Name</b><br>NH Department of Environmental Services  |  | <b>1.2. State Agency Address</b><br>29 Hazen Drive, Concord, NH 03302-0095                      |   |
| <b>1.3. Grantee Name</b><br>Town of Canaan  |  | <b>1.4. Grantee Address</b><br>1169 US Route 4, PO Box 38, Canaan, NH 03741                     |   |
| <b>1.5. Grantee Phone #</b><br>603-523-4501   | <b>1.6. Account Number</b><br>03-44-44-441018-5564-072 | <b>1.7. Completion Date</b><br>May 31, 2024   | <b>1.8. Grant Limitation</b><br>\$ 18,000 |
| <b>1.9. Grant Officer for State Agency</b><br>Melissa Macheras, NHDES   |  | <b>1.10. State Agency Telephone Number</b><br>603-271-2950                                      |   |
| If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."  |  |   |   |
| <b>1.11. Grantee Signature 1</b><br>   |  | <b>1.12. Name &amp; Title of Grantee Signor 1</b><br>STEPHEN FASSE - SELECT BOARD CHAIR         |   |
| <b>Grantee Signature 2</b><br>  |  | <b>Name &amp; Title of Grantee Signor 2</b><br>Dan Collins, Select Board                        |   |
| <b>Grantee Signature 3</b>  |  | <b>Name &amp; Title of Grantee Signor 3</b>   |   |
| <b>1.13. State Agency Signature(s)</b><br>   |  | <b>1.14. Name &amp; Title of State Agency Signor(s)</b><br>Robert R. Scott, Commissioner, NHDES |   |
| <b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b><br>By:  (K. Allen Brooks) Assistant Attorney General, On: 6/18/23 |  |   |   |
| <b>1.16. Approval by Governor and Council (if applicable)</b><br>By: _____ On: 1/1  |  |   |   |

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"), 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 hereinafter 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 on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (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 C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, 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 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.
- 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 and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, 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, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, 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 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 the 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 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,
- 9.2. computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.3. 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.
- 9.4. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.5. 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.
10. CONDITIONAL NATURE OR AGREEMENT. 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. 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. 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.
- 12.2. 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 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.
- 12.3. 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.
- 12.4. CONFLICT OF INTEREST. No officer, member of 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

Grantee Initials

Date 5/30/23

- 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.
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, workmen'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 B 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 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.
- 17.1 The Grantee shall, at its own 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 workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
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 of 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, if required or by the signing State Agency.
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.
24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

**EXHIBIT A**  
**SPECIAL TERMS AND CONDITIONS**

**Town of Canaan:**

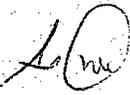
Changes to the Scope of Work or reallocation of grant funds require NHDES approval in advance.

Work must be completed by the completion date listed on the grant agreement (section 1.7). Requests for payment along with required proof of work must be submitted no later than 90 days after the completion date or the grant will be closed out and funds will no longer be available.

If a deadline extension is requested, the grantee must make that request for approval at least two months before the completion date. Failure to do so may result in lower rankings of future grant applications.

Federal Funds paid under this agreement are from a Grant to the State from the U.S. Environmental Protection Agency, Drinking Water State Revolving Fund Set-Asides under CFDA #66.468. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant are hereby adopted in full force and effect to the relationship between this Department and the grantee.

Grantee Initials

  
Date 5/30/23

**EXHIBIT B**  
**SCOPE OF WORK**

The Town of Canaan will use New Hampshire Department of Environmental Services (NHDES) grant funds to develop a Source Water Protection Plan for Canaan Street Lake that will focus on cyanobacteria. This project will also include a strategy to conduct public outreach to educate the community on best practices for source water protection.

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

**Task 1. Baseline Mapping**

- a. Establish the areas contributing water to the source from within the watershed for Canaan Street Lake.
- b. Within the delineated areas, map and describe current land use and land cover, hydrology, soils, topography, protected lands, surface water, protected shoreline buffer areas, stratified drift aquifer transmissivity, topography, and restricted-use areas.

**Deliverables:** Final baseline maps at varying scales with a watershed characteristics narrative that supports the objectives of the plan.

**Task 2: Inventory Potential Contamination Sources (PCSs)**

- a. Obtain and include PCSs within the current NHDES inventory.
- b. Complete a windshield survey (consistent with NHDES guidance) in the contributing watershed mapped in Task 1 and collect current PCS information to update the NHDES PCS inventory as necessary. Updates must be consistent with NHDES GIS metadata content/standards.
- c. Collect and evaluate information related to agricultural and forestry activities, commercial pesticide application areas, recreational trail use, security issues, potential and historic spill and release events, and other threats that are not part of NHDES' source water assessment methodology.
- d. Compile data needed to determine vulnerability rankings using susceptibility criteria consistent with NHDES' source water assessment methodology for each source.

**Deliverables:** Excel spreadsheet containing data necessary to update the source water assessments and vulnerability ranking methodology, GIS maps showing the updated PCS inventory within source protection areas, GIS data layers and excel table of PCSs and associated GIS metadata, narrative describing identified threats.

**Task 3: Evaluation and Ranking of Threats**

Using data from Task 2, evaluate and rank threats to source water.

Grantee Initials

Date 5/30/23

Following the NHDES Source Water Assessment Methodology, develop source water assessments for each source by:

- a. Using the susceptibility criteria to rank the threats (high, medium, or low). Other threats not within the NHDES assessment methodology, including security concerns, recreational activities, cyanobacteria, or catastrophic spills will be evaluated using local data and through discussions with subject matter experts, including NHDES.

Using available data for land use, land cover, land conservation, and water quality:

- b. Complete an evaluation of water quality and quantity impacts due to potential land use development considering zoning requirements and factors that limit development (slopes, wetlands, access, existing conservation easements, etc.)
- c. Estimate likely impervious surface increases and corresponding reductions in groundwater recharge, considering existing local and state regulatory protections that apply within source protection areas.

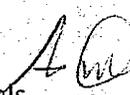
**Deliverables:** Completed source water assessment and accompanying narrative discussing high and medium ranked threats, and other threats not ranked in the source water assessment. The narrative will include a section regarding potential land use development and water quality impacts, and gaps in existing non-regulatory and regulatory protections.

#### **Task 4: Develop Source Water Protection Plan**

Using the results from Tasks 1-3, develop a SWP Plan that identifies threats and outlines mitigation management options. The plan development process and required content will include the following:

- a. A draft plan will be provided to NHDES for review and comment prior to completing the plan.
- b. A local advisory committee will be formed to review, revise, and comment on the draft plan. The advisory committee will include the Commissioners for the Canaan Water Department, member(s) of the Planning Board, Zoning Board, Conservation Commission, and Select Board, and will meet at least four times to discuss the plan.
- c. The plan will state source protection goals and objectives and provide a prioritized list of feasible actions to address priority threats.
- d. The plan must include a section that addresses cyanobacteria and suggests details for monitoring raw and finished water with the purpose of alerting the public water system of bloom forming conditions and potential for toxins. Consult with NHDES for monitoring details.
- e. The plan will include a strategy to conduct public outreach actions and list educational materials and promotional methods to educate the community concerning best practices for groundwater protection, forestry, residential and commercial water conservation, restrictions, public recreational use, public signage and development of online media.

Grantee Initials

  
Date 5/30/23

- f. The plan will clarify responsibilities for obtaining District adoption of the plan, local ownership of the plan, include a timetable for updates and how the plan will continue to be coordinated with other local or regional plans.

**Deliverables:** A draft outline, a draft and final source water protection plan, list of advisory committee members, public meeting dates and minutes.

**Quarterly progress report forms must be completed by grant recipients or their subcontractor and submitted to NHDES every three months, beginning with the first full three (3) month quarter after grant approval from Governor & Council.**

Grantee Initials AP

Date 5/20/23

**EXHIBIT C**  
**METHOD OF PAYMENT**

All services shall be performed to the satisfaction of the Department of Environmental Services before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of the associated invoice. **If the invoice is less than the initial estimate, only the amount on the invoice will be paid.** Payments shall be made in accordance with the following schedule, based upon completion of specific tasks:

| <b>Task Number/Description</b> | <b>Source Water Protection Grant</b> |
|--------------------------------|--------------------------------------|
| Task 1: Baseline Mapping       | \$2,000                              |
| Task 2: Inventory PCSs         | \$3,500                              |
| Task 3: Evaluate Threats       | \$4,100                              |
| Task 4: SWP Plan               | \$8,400                              |
| <b>TOTAL</b>                   | <b>\$18,000</b>                      |

Grantee Initials Date 5/30/23

## Certificate of Vote of Authorization

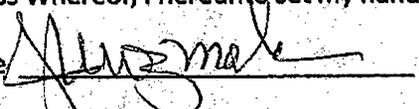
Town of Canaan P.O Box 38 Canaan N.H. 03741

I, John Wozmak, Canaan Town Administrator do hereby certify that a meeting held on March 14, 2023, the Canaan Selectboard voted to enter into a Local Source Water Protection Grant agreement with the New Hampshire Department of Environmental Services to fund this activity.

The Canaan Selectboard authorizes members Stephen Freese and Dan Collins authorization to sign/execute any documents which may be necessary to effectuate said grant agreement.

In Witness Whereof, I hereunto set my hand as John Wozmak, Town Administrator Town of Canaan.

Signature

  
John Wozmak, Town Administrator

State of New Hampshire

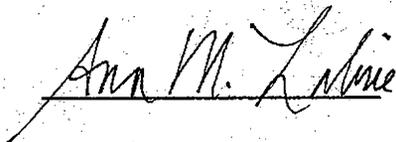
County of Grafton

On this 30<sup>th</sup> day of May 2023, I \_\_\_\_\_ before me (Notary Public) the undersigned officer personally appeared John Wozmak, who acknowledged himself as the Town Administrator, Town of Canaan New Hampshire, being authorized to do so, execute the foregoing instrument for the purpose therein contained.

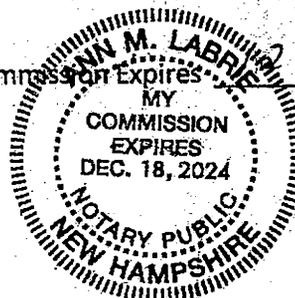
Notary Public

Ann M. Labrie

Printed

  
Signed

My Commission Expires



2-18-2024

**CERTIFICATE OF COVERAGE**

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

| <b>Participating Member:</b><br>Town of Canaan<br>PO Box 38<br>Canaan, NH 03741 |   | <b>Member Number:</b><br>131   | <b>Company Affording Coverage:</b><br>NH Public Risk Management Exchange - Primex <sup>3</sup><br>Bow Brook Place<br>46 Donovan Street<br>Concord, NH 03301-2624 |   |                     |
|---|---|--------------------------------|--|---|---------------------|
| Type of Coverage  |   | Effective Date<br>(mm/dd/yyyy) | Expiration Date<br>(mm/dd/yyyy)  | Limits - NH Statutory Limits May Apply, If Not:           |                     |
| <input checked="" type="checkbox"/>   | <b>General Liability (Occurrence Form)</b>              | 7/1/2022                       | 7/1/2023   | Each Occurrence   | \$ 5,000,000        |
| <input type="checkbox"/>  | <b>Professional Liability (describe)</b>                |                                |  | General Aggregate   | \$ 5,000,000        |
| <input type="checkbox"/>  | Claims Made   |                                |  | Fire Damage (Any one fire)                                |                     |
| <input type="checkbox"/>  | Occurrence  |                                |  | Med Exp (Any one person)                                  |                     |
| <input checked="" type="checkbox"/>   | <b>Automobile Liability</b>                             | 7/1/2022                       | 7/1/2023   | Combined Single Limit (Each Accident)                     | \$ 5,000,000        |
| <input type="checkbox"/>  | Deductible Comp and Coll: \$1,000<br>Any auto           |                                |  | Aggregate   | \$ 5,000,000        |
| <input checked="" type="checkbox"/>   | <b>Workers' Compensation &amp; Employers' Liability</b> | 1/1/2023                       | 1/1/2024   | <input checked="" type="checkbox"/> Statutory             |                     |
|   |   |                                |  | Each Accident   | \$ 2,000,000        |
|   |   |                                |  | Disease - Each Employee                                   | \$ 2,000,000        |
|   |   |                                |  | Disease - Policy Limit                                    |                     |
| <input checked="" type="checkbox"/>   | <b>Property (Special Risk includes Fire and Theft)</b>  | 7/1/2022                       | 7/1/2023   | Blanket Limit, Replacement Cost (unless otherwise stated) | Deductible: \$1,000 |

**Description:** Proof of Primex Member coverage only.

|   |                                 |                   |  |
|---|---------------------------------|-------------------|--|
| <b>CERTIFICATE HOLDER:</b>  | <b>Additional Covered Party</b> | <b>Loss Payee</b> | <b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>   |
| NH Department of Environmental Services<br>Watershed Management Bureau<br>29 Hazen Drive, P.O. Box 95<br>Concord, NH 03302-0095 |                                 |                   | By: <i>Mary Beth Purcell</i>   |
|   |                                 |                   | Date: 3/14/2023 mpurcell@nhprimex.org  |
|   |                                 |                   | Please direct inquires to:<br><b>Primex<sup>3</sup> Claims/Coverage Services</b><br>603-225-2841 phone<br>603-228-3833 fax |

**Attachment A**  
**2023 Local Source Water Protection Grant Rankings**

**Applications and Status**

***Source Protection Planning Projects***

| <b>Grant Applicant</b>                    | <b>Project Location</b>       | <b>Grant Amount</b> | <b>Notes</b>        | <b>Score</b> |
|---|-------------------------------|---------------------|---------------------|--------------|
| City of Portsmouth                        | Madbury                       | \$25,000            | <i>Approved</i>     | 102          |
| Village of Northwood Ridge Water District | Northwood                     | \$4,712             | <i>Approved</i>     | 97           |
| Merrimack Village Water District          | Merrimack                     | \$25,000            | <i>Approved</i>     | 93.5         |
| Town of Hopkinton                         | Hopkinton                     | \$25,000            | <i>Approved</i>     | 93.5         |
| Monadnock Conservancy                     | Keene                         | \$25,000            | <i>Approved</i>     | 89.5         |
| Lake Winnepesaukee Association            | Laconia                       | \$28,455            | <i>Approved</i>     | 87           |
| Rockingham Planning Commission            | Plaistow, Kingston, Salem     | \$21,073            | <i>Approved</i>     | 84           |
| Town of Peterborough                      | Peterborough                  | \$25,000            | <i>Approved</i>     | 83           |
| Laconia Water Works                       | Laconia                       | \$3,132             | <i>Approved</i>     | 82.5         |
| Town of Canaan                            | Canaan                        | \$18,000            | <i>Approved</i>     | 81           |
| Town of Epping                            | Epping                        | \$25,000            | <i>Approved</i>     | 74.5         |
| Rockingham Planning Commission            | Raymond, Fremont              | \$18,907            | <i>Approved</i>     | 74           |
| Andover Village District                  | Andover                       | \$25,000            | <i>Approved</i>     | 74           |
| City of Keene                             | Keene                         | \$14,200            | <i>Approved</i>     | 72           |
| Lakes Region Planning Commission          | Belmont, Northfield, Sandwich | \$24,825            | <i>Approved</i>     | 72           |
| Strafford Regional Planning Commission    | Newmarket                     | \$18,223            | <i>Approved</i>     | 71.5         |
| City of Keene                             | Keene                         | \$25,000            | <i>Not approved</i> | 65.5         |
| Belknap County Conservation District      | Sanbornton                    | \$26,431            | <i>Not approved</i> | 0            |

**Attachment A  
2023 Local Source Water Protection Grant Rankings**

**Source Security Projects**

| <b>Grant Applicant</b>                | <b>Project Location</b> | <b>Grant Amount</b> | <b>Notes</b>        | <b>Score</b> |
|---------------------------------------|-------------------------|---------------------|---------------------|--------------|
| Hopkinton Village Precinct            | Hopkinton               | \$5,465             | <i>Approved</i>     | 40.5         |
| Gunstock Acres Village Water District | Gilford                 | \$24,050            | <i>Approved</i>     | 33           |
| Cogswell Spring Water Works           | Henniker                | \$18,400            | <i>Approved</i>     | 23           |
| Cogswell Spring Water Works           | Henniker                | \$1,759             | <i>Not approved</i> | 0            |
| Town of Lancaster                     | Lancaster               | \$24,200            | <i>Not approved</i> | 0            |

**Grant Reviewer List**

| <b>Name</b>      | <b>Department</b> | <b>Bureau</b>                       | <b>Title</b>           | <b>Experience</b>                   |
|------------------|-------------------|-------------------------------------|------------------------|-------------------------------------|
| Pierce Rigrod    | NHDES             | Drinking Water & Groundwater Bureau | Supervisor VII         | Grant Project Management (18 years) |
| Melissa Macheras | NHDES             | Drinking Water & Groundwater Bureau | Program Specialist III | Grant Project Management (2 years)  |