



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



lam
5E

June 10, 2021

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 amend a Drinking Water and Groundwater Trust Fund grant (PO# 1076656) to the Sanbornville Water Precinct (VC# 304941-R001), Sanbornville, NH, by extending the completion date to June 1, 2022 from July 1, 2021, effective upon Governor & Council approval through June 1, 2022. No additional funding is involved in this time extension. The original grant was approved by G&C on October 7, 2020, Item #32. 100% Drinking Water and Groundwater Trust Fund.

EXPLANATION

We are requesting approval of this no-cost grant amendment in order to provide the Sanbornville Water Precinct additional time to complete the agreed upon scope of services for siting, drilling, and testing a new drinking water supply. Extension of the completion date to June 1, 2022 will allow the Precinct the time necessary to obtain a drilling contractor to complete the work.

To date, no funds of the \$100,000 Drinking Water and Groundwater Trust Fund grant have been spent. In the event that grant funds become no longer available, General funds will not be requested to support this program. This amendment has been approved by the Office of the Attorney General as to form, substance and execution.

We respectfully request your approval of this item.


Robert R. Scott, Commissioner

**Grant Agreement with Sanbornville Water Precinct
Drinking Water and Groundwater Trust Fund Grant
Amendment No. 1**

This Agreement (hereinafter called the Amendment) dated this 11 day of June, 2021, 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 Sanbornville Water Precinct acting by and through its Chairman, Peter Kasprzyk (hereinafter referred to as the Grantee).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on October 7, 2020, 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;

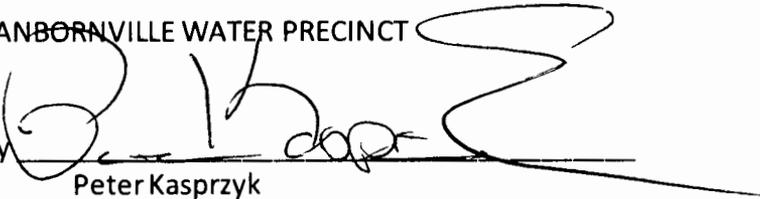
NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

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 July 1, 2021 to June 1, 2022.
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.

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

SANBORNVILLE WATER PRECINCT

By: 
Peter Kasprzyk
Chairman

STATE OF NEW HAMPSHIRE

COUNTY OF Cerroll

On this the 4th day of June, before the undersigned officer, personally appeared Peter Kasprzyk 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.



My Commission Expires: 9-11-2025



THE STATE OF NEW HAMPSHIRE

Department of Environmental Services

By: 
Robert R. Scott, Commissioner

Approved by Attorney General this 14th day of June, 2021, as to form, substance and execution.

OFFICE OF ATTORNEY GENERAL



A Certificate of Vote of Authorization is a certificate that states that a grant applicant is willing to enter into a grant agreement with the State of NH Department of Environmental Services, that whoever signs the Grant Agreement has the authority to do so. All certificates must include:

- Certificate should be completed and signed by someone other than the person being given authority (a signature other than the person that will sign the Grant Agreement)
- Must state that the person who signed the Grant Agreement has the authority to do so
- Must be notarized
- Original is needed for submittal. No copies.

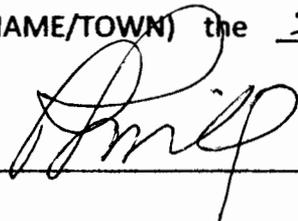
Certificate of Vote of Authorization

WATER SYSTEM NAME/TOWN
Address, Town, NH Zip

I, Paul S Morrill, Commissioner, (NAME/TITLE) of the Sanbornville Precinct, (WATER SYSTEM/TOWN) do hereby certify that at a meeting held on December 10, 2019, (DATE) the Board of Commissioners (governing body) voted to enter into a Drinking Water and Groundwater Trust Fund grant agreement with the NH Department Environmental Services to fund a water system improvement project and furthermore that vote has not been rescinded.

The Sanbornville Precinct (WATER SYSTEM/TOWN) further authorized the Peter Kasprzyk, Chairman (NAME/TITLE) to execute any documents which may be necessary to effectuate this grant agreement.

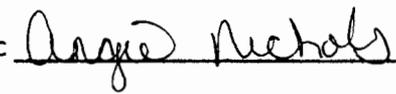
IN WITNESS WHEREOF, I have hereunto set my hand as Paul S Morrill, Commissioner (TITLE) of Sanbornville Precinct, (WATER SYSTEM NAME/TOWN) the 27 day of MAY 2021.

Signature 

STATE OF NEW HAMPSHIRE County of Carroll

On this 27 day of May, 2021, before me Angie Nichols (Notary Public) the undersigned Officer, personally appeared. Paul Morrill, who acknowledged himself to be the _____ (TITLE) of Sanbornville Precinct, (WATER SYSTEM NAME/TOWN), being authorized so to do, execute the foregoing instrument for the purpose therein contained.

In witness thereof, I have set my hand and official seal.

Notary Public  My commission expires September 7, 2021

ANGIE M. NICHOLS, Notary Public
State of New Hampshire
My Commission Expires September 7, 2021



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

September 18, 2020

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

APPROVED G & C

DATE 7 October 2020

ITEM # 32

REQUESTED ACTION

Authorize the Department of Environmental Services to award a Drinking Water and Groundwater Trust Fund grant to the Sanbornville Water Precinct (VC# 304941-R001), Sanbornville, NH in the amount not to exceed \$100,000 test drilling of a new supply well under the provisions of RSA 485:F, effective upon Governor & Council approval through July 1, 2021. 100% Drinking Water and Groundwater Trust Fund.

Funding is available in the following account:

03-44-44-442010-3904-073-500580

Dept. Environmental Services, Drinking Water and Groundwater Trust, Grants Non-Federal

FY 2021

\$100,000

EXPLANATION

The Drinking Water and Groundwater Trust Fund was created in 2016 using MtBE using \$276 million of MtBE trust judgement 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 \$100,000 as a grant to the Sanbornville Water Precinct for payment for project work associated with evaluating a new drinking water supply well. The project includes planning, test drilling, water quality testing and a summary report. In the event that grant funds no longer become available, General funds will not be requested to support this program. This agreement has been approved by the Attorney General's Office as to form, substance and execution.

We respectfully request your approval of this item.


Robert R. Scott, Commissioner

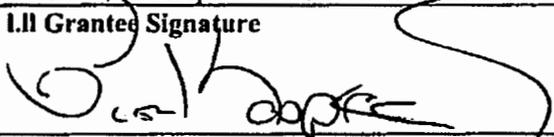
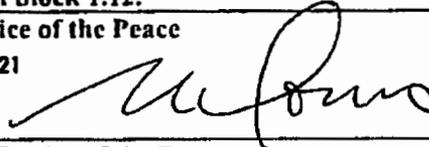
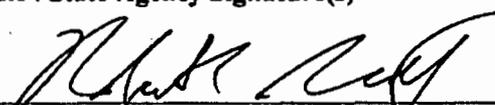
Subject: Sanbornville Water Precinct

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification.

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03301	
1.3 Grantee Name Sanbornville Water Precinct		1.4 Grantee Address P.O. Box 254, Sanbornville, NH 03872	
1.5 Effective Date Upon G&C Approval	1.6 Completion Date July 1, 2021	1.7 Audit Date N/A	1.8 Grant Limitation \$100,000
1.9 Grant Officer for State Agency Erin Holmes, Drinking Water & Groundwater Trust Fund, NH Department of Environmental Services		1.10 State Agency Telephone Number 603-848-4259	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor PETER KASPRZYK COMMISSIONER CHAIR	
1.13 Acknowledgment: State of <u>NH</u> , County of <u>CARROLL</u>			
On <u>8/25/2020</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 Megan A. Jones, Notary Public My Commission Expires October 5, 2021 [SEAL] 			
1.13.2 Name & Title of Notary Public or Justice of the Peace Megan Jones notary public			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Robert R. Scott, Commissioner NH Department of Environmental Services	
1.16 Approval by Attorney General (Form, Substance and Execution)			
By: <u>Jon Daniel Lavallee</u>		On: <u>9/22/2020</u>	
1.17 Approval by the Governor and Executive Council			
By:		On:	

12.4 Notwithstanding anything in this Agreement to the contrary, either the State or except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13 **CONFLICT OF INTEREST.** No officer, member or employee of the Grantee and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workers' 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 or 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 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 workers' 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 thereof 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.

Grantee Initials

Date 8-26-20

Sanbornville Water Precinct:

EXHIBIT A
SCOPE OF SERVICES

The Sanbornville Water Precinct will use the grant funds for project tasks associated with evaluating a new well source. The project includes project planning, test drilling of test well sites, preliminary drawdown test and water quality testing, a summary report and preliminary well siting report.

EXHIBIT B
BUDGET & PAYMENT METHOD

The NHDES shall pay to the Grantee the total reimbursable program costs in accordance with the following requirements:

Reimbursement requests for program costs shall be made no more than once per calendar month by the Grantee using the Drinking Water and Groundwater Trust Fund (DWGTF) Disbursement form as supplied by the NHDES, which shall be completed and signed by the Grantee. The disbursement form shall be accompanied by proper supporting documentation based upon direct costs. The Grantee will maintain adequate documentation to substantiate all Program related costs. All work shall be performed to the satisfaction of the NHDES before payment is made.

Each disbursement request will be paid 100% of eligible expenses as grant funds not to exceed \$100,000 of DWGTF grant funds.

EXHIBIT C
SPECIAL PROVISIONS

Changes to the Scope of Services require NHDES approval in advance. Work must be completed and request for reimbursement must be made by the completion date listed on the grant agreement (section 1.6).

Grantee Initials OK
Date 8-26-20

A Certificate of Vote of Authorization is a certificate that states that a grant applicant is willing to enter into a grant agreement with the State of NH Department of Environmental Services, that whoever signs the Grant Agreement has the authority to do so. All certificates must include:

- Certificate should be completed and signed by someone other than the person being given authority (a signature other than the person that will sign the Grant Agreement)
- Must state that the person who signed the Grant Agreement has the authority to do so
- Must be notarized
- Original is needed for submittal. No copies.

Certificate of Vote of Authorization

WATER SYSTEM NAME/TOWN
Address, Town, NH Zip

I, Paul S. Morrill, (NAME/TITLE) of the
Sanbornville Precinct, (WATER SYSTEM/TOWN) do hereby certify that at a meeting held on December 10, 2019, (DATE) the Board of Commissioners (governing body) voted to enter into a Drinking Water and Groundwater Trust Fund grant agreement with the NH Department Environmental Services to fund a water system improvement project.

The Sanbornville Precinct (WATER SYSTEM/TOWN) further authorized the Peter Kasprzyk, Chairman (NAME/TITLE) to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Paul S. Morrill (TITLE) of COMMISSIONER, (WATER SYSTEM NAME/TOWN) the 14 day of July 2020.
SANBORNVILLE WATER

Signature [Signature]

STATE OF NEW HAMPSHIRE

County of Coverdell

On this 14 day of July, 2020 before me Angie Nichols (Notary Public) the undersigned Officer, personally appeared Paul Morrill, who acknowledged himself to be the Board of Commissioners (TITLE) of Sanbornville Precinct, (WATER SYSTEM NAME/TOWN), being authorized so to do, execute the foregoing instrument for the purpose therein contained.

In witness thereof, I have set my hand and official seal.

Notary Public Angie Nichols

My commission expires: ANGIE M. NICHOLS, Notary Public
State of New Hampshire
My Commission Expires September 7, 2021

