The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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August 24, 2022

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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to amend a Brownfields Cleanup grant (PO# 1082322) to the Town of Walpole (VC # 177271-B001) by extending the completion date to September 30, 2023 from September 30, 2022, effective upon Governor and Council approval through September 30, 2023. The original grant was for the cleanup of environmental contamination at the former Central Plating site. No additional funding is involved in this request for a time extension. The original grant was approved by G&C on September 15, 2021, Item #61. 100% Brownfields Repayment Funds.

EXPLANATION

The Town of Walpole requested an amendment to the completion date to allow additional time in which to fully utilize the grant awarded. The cleanup grant is for $100,000 and was intended to supplement a $500,000 Brownfields Cleanup grant awarded by EPA. Many of the components of the site cleanup (i.e., building demolition, the excavation and disposal of metals impacted soils, groundwater monitoring well replacement and sampling) have been completed; however, construction of a capping system and other site restoration activities will extend beyond September 30, 2022 and possibly into the next construction season. To date, none of the grant funds have been spent.

Planned redevelopment of the Central Plating site includes providing off-street, in-fill parking that supports in-town employers with needed employee and shopper parking. The parking will add as many as 40 spaces to an adjoining parking lot and reduce the nearby on-street parking in the Town center that creates disorder and safety issues for walkers, bicyclists and motorists. The added parking will provide residents and visitors easy access to nearby commercial and civic buildings. The site redevelopment plan also includes the creation of a small pocket park with benches and plantings and installation of the Town's first public E-vehicle charging stations. This amendment 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

www.des.nh.gov
29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • Fax: 271-2867 TDD Access: Relay NH 1-800-735-2964

Grant Agreement with the Town of Walpole
Brownfields Cleanup Revolving Loan Fund
Amendment No. 1

This Agreement (hereinafter called the Amendment) dated this 25th day of July, 2022, 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 Walpole (hereinafter referred to as the Grantee).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Executive Council on September 15, 2021, 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 September 30, 2022 to September 30, 2023.
   (B) The Completion Date as set forth in paragraph 2 of Exhibit C shall be changed from September 30, 2022 to September 30, 2023.

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.

Town of Walpole

By Sarah Downing
Name: Sarah Downing
Title: Manager of Administration

STATE OF NEW HAMPSHIRE
COUNTY OF Cheshire

On this the 25th day of July, 2022, before the undersigned officer, personally appeared Sarah Downing who acknowledged him/herself 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.

Meghan Hansson
My Commission Expires: 12/05/2023

STATE OF NEW HAMPSHIRE NOTARY PUBLIC
OFFICIAL SEAL
MEGHAN HANSSON
NOTARY PUBLIC - NEW HAMPSHIRE
My Comm. Expires Dec. 5, 2023

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By: 8/24/22
Robert R. Scott, Commissioner Date

Approved by Attorney General this 29th day of August 2022, as to form, substance and execution.

OFFICE OF ATTORNEY GENERAL

EXHIBIT A
SCOPE OF SERVICES

The Town of Walpole intends to use the grant funds for the remediation of environmental contamination at the Central Plating site located at 12 Westminster Street in Walpole, New Hampshire.

Grant funds will be used for contaminated soil transportation and disposal (or other eligible costs).

EXHIBIT B
BUDGET AND PAYMENT METHOD

The New Hampshire Department of Environmental Services (the "State") agrees to grant to the Town of Walpole (the "Grantee") the sum of $100,000 ("Grant Amount") to be used by Grantee only for cleanup-related activities.

The Grant Amount shall be payable to Grantee as reimbursement for eligible and allowable expenses incurred by Grantee based upon actual costs incurred for Project work. No reimbursement shall be made to Grantee without written approval of the Department of Environmental Services.

The Grantee may request a maximum of one reimbursement payment per month on forms provided by the State and shall include documentation of Project work completed and the eligible costs incurred by the Grantee.

All of the funds from the EPA Brownfields Cleanup Grant awarded to the Town of Walpole in 2019 (BF 00A00288) shall be expended first before requesting the disbursement of funds from NHDES.

EXHIBIT C
SPECIAL PROVISIONS

1. **Area Covered.**

   1.1 The Grantee shall perform the Project on certain real property commonly referred to as the Central Plating site located at 12 Westminster Street, New Hampshire (the "Property"), which property is more particularly described in the Quitclaim Deed recorded at the Cheshire County Registry of Deeds on January 3, 2019 at book 3052, page 79.

   1.2 The Grantee shall retain ownership of the Property between the Effective Date and the Completion Date. For the purposes of this Agreement, the term "owns" means fee simple title.

2. **Completion of Project.** The Grantee shall commence work on the Project within 180 days of the Effective Date and shall complete and perform all of the work by September 30, 2023 (the "Completion Date").

Grantee Initials SD
Date 7/25/2022

3. **Environmental Report(s).** The Grantee shall provide the State with a copy of an American Society for Testing and Materials (ASTM) E1527-05 or equivalent Phase I Environmental Site Assessment report for the Property and an ASTM E1903-97 or equivalent Phase II Environmental Site Assessment (i.e., a site investigation that meets the requirements of New Hampshire Code of Administrative Rules Env-Or 600 *Contaminated Site Management*) (collectively, the "Assessment"). The Grantee agrees that the grant funds shall not be used for the payment of any cost or expense related to the Assessment.

4. **Project Manager.** The State shall designate an environmental project manager who shall review and approve of the proposed cleanup and coordinate the work to be performed using grant funds. The State's environmental project manager will review the Grantee's remedial planning, design, and engineering documents and review the cleanup activities as they are on-going to ensure that the cleanup is being completed in accordance with all local, State, and Federal requirements and is protective of human health and the environment.

5. **Remedial Action Plan.**

   The Grantee shall prepare a Remedial Action Plan (RAP) that meets the requirements of the New Hampshire Code of Administrative Rules Env-Or 600 *Contaminated Site Management*. The Grantee shall submit copies of the RAP to the State for review and approval.

6. **Remedial Action Implementation Report.** The Grantee shall prepare a Remedial Action Implementation Report that meets the requirements of New Hampshire Code of Administrative Rules Env-Or 600 *Contaminated Site Management*. The report shall be submitted to the State for review and approval within ninety (90) days following completion of the Project.

7. **Event of Default.** In addition to the Events of Default specified in Subparagraph 11.1 of the General Provisions, any one or more of the following acts or omissions of the Grantee shall constitute an Event of Default:

   a. The Grantee sells or transfers the Property prior to the Completion Date.

   b. Any representation or warranty made herein or in any report, certificate, financial statement or other instrument furnished in connection with this Agreement shall prove to be false in any material respect.

Grantee Initials SD
Date 7/25/2022

TOWN OF WALPOLE

New Hampshire

OFFICE OF THE SELECTBOARD

June 17, 2021

I, Meghan Hansson, Town Clerk of Walpole, NH do hereby certify that: (1) at the meeting held March 8, 1994, the Town Meeting voted to authorize Walpole to apply for, accept and expend money from the state, federal, or other governmental unit or a private source, which becomes available during the fiscal year, in accordance with the procedures set forth in NH (RSA 31:9-b); (2) at the Selectboard Meeting on June 17, 2021, the Town of Walpole, agreed to receive a Brownfields Cleanup Revolving Loan Fund Subgrant Grant from NH Department of Environmental Services (DES) to fund the cleanup of the former Central Plating Site.

Official Motion: Motion by Selectwoman Peggy Pschirrer, "to enter into and approve a Subgrant Agreement with the DES in the amount of $100,000.00 to Walpole for the former Central Plating Site and to authorize Manager of Administration, Sarah Downing, to sign paperwork associated with such grant on behalf of the Town", Selectman Steven Dalessio seconds the motion.

Vote Unanimous:
IN WITNESS WHEREOF, I have hereunto set my hands as the Town Clerk of Walpole, NH.

Meghan Hansson
Town Clerk

June 22, 2021
Date

STATE OF NEW HAMPSHIRE
COUNTY OF CHESHIRE

On this 22 day of June, 2021 before me, Sarah E. Downing, Notary Public, the undersigned officer, personally appeared, Meghan Hansson, who acknowledged herself to be the Town Clerk of Walpole, NH, and that she, as such Town Clerk, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

Sarah E Downing
Notary Public

Commission Expires: 8/3/2021

SARAH E. DOWNING
Notary Public - New Hampshire
My Commission Expires August 3, 2021

PO Box 729 • 34 Elm Street • Walpole, NH 03608
Phone: 603-756-3672 • Fax: 603-756-9209
www.walpolenh.us

Primex³
NH Public Risk Management Exchange

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:	*Member Number:*	*Company Affording Coverage:*
Town of Walpole 34 Elm Street PO Box 729 Walpole, NH 03608	316	NH Public Risk Management Exchange - Primex³ 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:**	
X	**General Liability (Occurrence Form)**	1/1/2022	1/1/2023	Each Occurrence	$ 5,000,000
	Professional Liability (describe)			General Aggregate	$ 5,000,000
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
X	**Automobile Liability** Deductible Comp and Coll: $1,000	1/1/2022	1/1/2023	Combined Single Limit (Each Accident)	$5,000,000
	Any auto			Aggregate	$5,000,000
X	**Workers' Compensation & Employers' Liability**	1/1/2022	1/1/2023	X Statutory	
				Each Accident	$2,000,000
				Disease – Each Employee	$2,000,000
				Disease – Policy Limit	
X	**Property (Special Risk includes Fire and Theft)**	1/1/2022	1/1/2023	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: $1,000

Description: Proof of Primex Member coverage only. Pollution and hazardous waste related liabilities, expenses and claims are excluded from coverage in the coverage document.

CERTIFICATE HOLDER:		**Additional Covered Party**		**Loss Payee**	**Primex³ – NH Public Risk Management Exchange**
					By: *Mary Beth Purcell*
State of NH Department of Environmental Services 29 Hazen Drive Concord, NH 03301					Date: 7/22/2022 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

August 9, 2021

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

APPROVED G & C
DATE 15 September 2021
ITEM # 6.1

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to award a Brownfields Cleanup Grant to the Town of Walpole (VC # 177271-B001), in the amount of $100,000 for the cleanup of environmental contamination at the former Central Plating site, effective upon Governor and Council approval through September 30, 2022. 100% Brownfields Repayment Funds.

Funding is available in the account as follows:

	FY2022
03-44-44-444010-2018-073-500580	$100,000

Dept. of Environmental Services, Brownfields RLF Repayments, Grants – Non-Federal

EXPLANATION

NHDES currently administers a Brownfields Revolving Loan Fund (RLF) for the purpose of providing financial support for the cleanup and redevelopment of contaminated properties. NHDES has been authorized by the U.S. Environmental Protection Agency to use retained program income from the RLF (i.e., principal repayments and interest earned from loans) for Brownfields related activities.

Between 2014 and 2018, several iterations of site investigation have been performed at the former Central Plating site located in the Town of Walpole. These environmental investigations have identified metals impacted soils (primarily chromium) and groundwater (chromium, nickel, cadmium), and per- and polyfluoroalkyl substance (PFAS) impacted groundwater at concentrations exceeding NHDES standards. Accordingly, a Remedial Action Plan was prepared that called for the following remedial activities: 1) the excavation and off-site disposal of metals-impacted soil exceeding NHDES' soil remediation standards; and 2) long-term groundwater monitoring pursuant to a groundwater management permit.

In 2019, the Town of Walpole was awarded an EPA Brownfields Cleanup Grant for $500,000, the maximum allowed. Based on recent bids, the current estimated budget for the cleanup project is $598,560. To cover the shortfall, NHDES has agreed to award a grant of up to $100,000. Since this grant is intended to cover a funding gap for the project, a condition of the grant is for the Town to expend EPA grant funds first before requesting the disbursement of funds from NHDES.

Planned redevelopment of the Central Plating site includes providing off-street, in-fill parking that supports in-town employers with needed employee and shopper parking. The parking will add as many as 40 spaces to an adjoining parking lot and reduce the nearby on-street parking in the Town center that creates disorder and safety issues for walkers, bicyclists and motorists. The added parking will provide residents and visitors easy access to nearby commercial and civic buildings. The site redevelopment plan also includes the creation of a small pocket park with benches and plantings and installation of the Town's first public E-vehicle charging stations.

This agreement has been approved by the Attorney General's Office as to form, substance and execution. In the event that Repayment 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

Subject: Town of Walpole
Brownfields Revolving Loan Fund – Cleanup Grant

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATIONS

1.1 State Agency Name NH Department of Environmental Services		**1.2 State Agency Address** 29 Hazen Drive, Concord, NH 03302-0095	
1.3 Grantee Name: Town of Walpole		**1.4 Grantee Address** 34 Elm Street, Walpole, NH 03608	
1.5 Effective Date Upon G&C approval	**1.6 Completion Date** September 30, 2022	**1.7 Audit Date** N/A	**1.8 Grant Limitation** $100,000.00
1.9 Grant Officer for State Agency Michael McCluskey, Brownfields Program		**1.10 State Agency Telephone Number** (603) 271-2183	
1.11 Grantee Signature Sarah Downing		**1.12 Name & Title of Grantee Signor** Sarah Downing Manager of Administration	

1.13 Acknowledgment: State of New Hampshire, **County of** Cheshire

On 06/22/2021, 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) Meghan Hansson

STATE OF NEW HAMPSHIRE NOTARY PUBLIC
OFFICIAL SEAL
MEGHAN HANSSON
NOTARY PUBLIC - NEW HAMPSHIRE
My Comm. Expires Dec. 5, 2023

1.13.2 Name & Title of Notary Public or Justice of the Peace

Meghan Hansson, Notary Public

1.14 State Agency Signature(s)	**1.15 Name/Title of State Agency Signor(s)** Robert R. Scott, Commissioner, NHDES

1.16 Approval by Attorney General's Office (Form, Substance and Execution)

By: **Attorney, On:** 8/17/2021

1.17 Approval by the Governor and Council

By: **On:** / /

Grantee Initials SD
Date 6/22/2021

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

Grantee Initials SD
Date 6/22/2021

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 subgranteed 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 of 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.

Grantee Initials SD
Date 6/22/2021

EXHIBIT A

STATE OF NEW HAMPSHIRE

BROWNFIELDS CLEANUP REVOLVING LOAN FUND

SCOPE OF SERVICES

The Town of Walpole intends to use the grant funds for the remediation of environmental contamination at the Central Plating site located at 12 Westminster Street in Walpole, New Hampshire.

Grant funds will be used for contaminated soil transportation and disposal (or other eligible costs).

Grantee Initials SD
Date 6/22/2021

EXHIBIT B

STATE OF NEW HAMPSHIRE

BROWNFIELDS CLEANUP REVOLVING LOAN FUND

BUDGET AND PAYMENT METHOD

The New Hampshire Department of Environmental Services (the "State") agrees to grant to the Town of Walpole (the "Grantee") the sum of $100,000 ("Grant Amount") to be used by Grantee only for cleanup-related activities.

The Grant Amount shall be payable to Grantee as reimbursement for eligible and allowable expenses incurred by Grantee based upon actual costs incurred for Project work. No reimbursement shall be made to Grantee without written approval of the Department of Environmental Services.

The Grantee may request a maximum of one reimbursement payment per month on forms provided by the State and shall include documentation of Project work completed and the eligible costs incurred by the Grantee.

All of the funds from the EPA Brownfields Cleanup Grant awarded to the Town of Walpole in 2019 (BF 00A00288) shall be expended first before requesting the disbursement of funds from NHDES.

Grantee Initials SD
Date 6/22/2021

EXHIBIT C

STATE OF NEW HAMPSHIRE

BROWNFIELDS CLEANUP REVOLVING LOAN FUND

SPECIAL PROVISIONS

1. **Area Covered.**

   1.1 The Grantee shall perform the Project on certain real property commonly referred to as the Central Plating site located at 12 Westminster Street, New Hampshire (the "Property"), which property is more particularly described in the Quitclaim Deed recorded at the Cheshire County Registry of Deeds on January 3, 2019 at book 3052, page 79.

   1.2 The Grantee shall retain ownership of the Property between the Effective Date and the Completion Date. For the purposes of this Agreement, the term "owns" means fee simple title.

2. **Completion of Project.** The Grantee shall commence work on the Project within 180 days of the Effective Date and shall complete and perform all of the work by September 30, 2022 (the "Completion Date").

3. **Environmental Report(s).** The Grantee shall provide the State with a copy of an American Society for Testing and Materials (ASTM) E1527-05 or equivalent Phase I Environmental Site Assessment report for the Property and an ASTM E1903-97 or equivalent Phase II Environmental Site Assessment (i.e., a site investigation that meets the requirements of New Hampshire Code of Administrative Rules Env-Or 600 *Contaminated Site Management*) (collectively, the "Assessment"). The Grantee agrees that the grant funds shall not be used for the payment of any cost or expense related to the Assessment.

4. **Project Manager.** The State shall designate an environmental project manager who shall review and approve of the proposed cleanup and coordinate the work to be performed using grant funds. The State's environmental project manager will review the Grantee's remedial planning, design, and engineering documents and review the cleanup activities as they are on-going to ensure that the cleanup is being completed in accordance with all local, State, and Federal requirements and is protective of human health and the environment.

5. **Remedial Action Plan.**

   The Grantee shall prepare a Remedial Action Plan (RAP) that meets the requirements of the New Hampshire Code of Administrative Rules Env-Or 600 *Contaminated Site Management*. The Grantee shall submit copies of the RAP to the State for review and approval.

Grantee Initials SD
Date 6/22/2021

6. **Remedial Action Implementation Report**. The Grantee shall prepare a Remedial Action Implementation Report that meets the requirements of New Hampshire Code of Administrative Rules Env-Or 600 *Contaminated Site Management*. The report shall be submitted to the State for review and approval within ninety (90) days following completion of the Project.

7. **Event of Default**. In addition to the Events of Default specified in Subparagraph 11.1 of the General Provisions, any one or more of the following acts or omissions of the Grantee shall constitute an Event of Default:

   a. The Grantee sells or transfers the Property prior to the Completion Date.

   b. Any representation or warranty made herein or in any report, certificate, financial statement or other instrument furnished in connection with this Agreement shall prove to be false in any material respect.

Grantee Initials SD
Date 6/22/2021

TOWN OF WALPOLE

New Hampshire

OFFICE OF THE SELECTBOARD

June 17, 2021

I, Meghan Hansson, Town Clerk of Walpole, NH do hereby certify that: (1) at the meeting held March 8, 1994, the Town Meeting voted to authorize Walpole to apply for, accept and expend money from the state, federal, or other governmental unit or a private source, which becomes available during the fiscal year, in accordance with the procedures set forth in NH (RSA 31:9-b); (2) at the Selectboard Meeting on June 17, 2021, the Town of Walpole, agreed to receive a Brownfields Cleanup Revolving Loan Fund Subgrant Grant from NH Department of Environmental Services (DES) to fund the cleanup of the former Central Plating Site.

Official Motion: Motion by Selectwoman Peggy Pschirrer, "to enter into and approve a Subgrant Agreement with the DES in the amount of $100,000.00 to Walpole for the former Central Plating Site and to authorize Manager of Administration, Sarah Downing, to sign paperwork associated with such grant on behalf of the Town", Selectman Steven Dalessio seconds the motion.

Vote Unanimous:
IN WITNESS WHEREOF, I have hereunto set my hands as the Town Clerk of Walpole, NH.

Meghan Hansson
Town Clerk

June 22, 2021
Date

STATE OF NEW HAMPSHIRE
COUNTY OF CHESHIRE

On this 22 day of June, 2021 before me, Sarah E. Downing, Notary Public, the undersigned officer, personally appeared, Meghan Hansson, who acknowledged herself to be the Town Clerk of Walpole, NH, and that she, as such Town Clerk, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

Sarah E Downing
Notary Public

Commission Expires: 8/3/2021

SARAH E. DOWNING
Notary Public - New Hampshire
My Commission Expires August 3, 2021

PO Box 729 • 34 Elm Street • Walpole, NH 03608
Phone: 603-756-3672 • Fax: 603-756-9209
www.walpolenh.us

Primex³
NH Public Risk Management Exchange

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:	*Member Number:*	*Company Affording Coverage:*
Town of Walpole 34 Elm Street PO Box 729 Walpole, NH 03608	316	NH Public Risk Management Exchange - Primex³ 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:	
X	**General Liability** (Occurrence Form)	1/1/2021	1/1/2022	Each Occurrence	$ 5,000,000
	Professional Liability (describe)			General Aggregate	$ 5,000,000
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
X	**Automobile Liability** Deductible Comp and Coll: $1,000	1/1/2021	1/1/2022	Combined Single Limit (Each Accident)	$5,000,000
	Any auto			Aggregate	$5,000,000
X	**Workers' Compensation & Employers' Liability**	1/1/2021	1/1/2022	X Statutory	
				Each Accident	$2,000,000
				Disease – Each Employee	$2,000,000
				Disease – Policy Limit	
X	**Property** (Special Risk Includes Fire and Theft)	1/1/2021	1/1/2022	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: $1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:		Additional Covered Party		Loss Payee	Primex³ – NH Public Risk Management Exchange
					By: *Mary Beth Purcell*
State of NH Department of Environmental Services PO Box 95 Concord, NH 03302					Date: 8/17/2021 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**