



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

Robert R. Scott, Commissioner



5G

February 26, 2024

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

**REQUESTED ACTIONS**

1. Authorize the Department of Environmental Services (NHDES) to amend a Lead Service Line Inventory grant (PO# 9005930) to the Hampstead Area Water Company, Inc. (VC# 156646 B001), Atkinson, NH by extending the completion date to December 31, 2024 from March 30, 2024, effective upon Governor and Council approval. The original grant was approved by Governor and Council on March 22, 2023, Item# 91. This is a no cost time amendment. 100% Federal Funds.
2. Authorize the Department of Environmental Services (NHDES) to amend a Lead Service Line Inventory grant (PO# 9005943) to the Town of Salem (VC# 177472 B001), NH by extending the completion date to December 31, 2024 from March 30, 2024, effective upon Governor and Council approval. The original grant was approved by Governor and Council on May 3, 2023, Item# 106. This is a no cost time amendment. 100% Federal Funds.
3. Authorize the Department of Environmental Services (NHDES) to amend a Lead Service Line Inventory grant (PO# 9005925) to the Town of Seabrook (VC# 177475 B001), NH by extending the completion date to December 31, 2024 from March 30, 2024, effective upon Governor and Council approval. The original grant was approved by Governor and Council on March 22, 2023, Item# 94. This is a no cost time amendment. 100% Federal Funds.

**EXPLANATION**

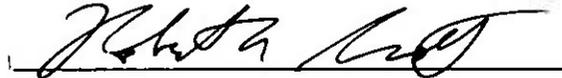
We are requesting approval of these amendments to provide the Hampstead Area Water Company, Inc. (HAWC), Town of Salem (Salem) and the Town of Seabrook (Seabrook) additional time to complete water system improvements that will meet federal lead service line inventory requirements.

HAWC, Salem and Seabrook were each awarded a \$50,000 grant to conduct an analysis of their current drinking water service line records to identify lead service lines, to construct a searchable database, revise their sampling plan and create a replacement plan to address any lead service lines within their distribution system. The timeline and deliverables of the Environmental Protection Agency's (EPA) Lead and Copper Rule Revision (LCRR) are being adjusted based on new regulatory updates. For this reason,

NHDES requests an extension to the grant deadline and a modification to the scope to reflect EPA's new required deliverables and timelines. To date, no amount of the original \$50,000 Lead Service Line grants have been spent for HAWC, Salem or Seabrook.

In the event grant funds become no longer available, general funds will not be requested to support this program. These grant agreements have been approved by the Attorney General's Office as to form, substance, and execution.

We respectfully request your approval of this item.

A handwritten signature in black ink, appearing to read "Robert R. Scott", written over a horizontal line.

Robert R. Scott  
Commissioner

**Grant Agreement with the Hampstead Area Water Company, Inc.  
Bipartisan Infrastructure Law (BIL) Lead Service Line Inventory Grant  
Amendment No. 1**

This Agreement (hereinafter called the Amendment) dated this ninth day of February, 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 Hampstead Area Water Company, Inc. acting by and through the Vice President, Christine Lewis Morse (hereinafter referred to as the Grantee).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on March 22, 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 1.7 shall be changed from March 30, 2024 to December 31, 2024.
  - B) Delete Exhibit B and replace it with Exhibit B-Amendment 1. Exhibit B-Amendment 1 are attached hereto and incorporated into this amendment and agreement by reference.

All other conditions outlined in the grant shall remain in effect.

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.

By *Christine Lewis Morse*  
Christine Lewis Morse, Vice President  
Hampstead Area Water Company, Inc.

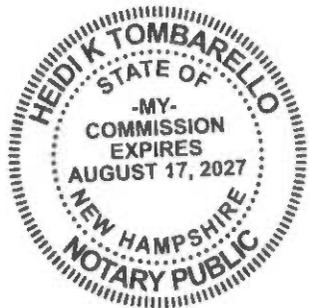
STATE OF NEW HAMPSHIRE  
COUNTY OF Rockingham

On this the 9<sup>th</sup> day of February, before the undersigned officer, personally appeared Christine Lewis Morse who acknowledged 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.

*Heidi K Tombarello*

My Commission Expires:  
8-17-27



THE STATE OF NEW HAMPSHIRE  
Department of Environmental Services

By: *Robert R. Scott* 2/29/24  
Robert R. Scott, Commissioner Date

Approved by Attorney General this 11<sup>th</sup> day of March 2024, as to form, substance and execution.

OFFICE OF ATTORNEY GENERAL  
*John A. Hori*

**Hampstead Area Water Company, Inc.  
Bipartisan Infrastructure Law (BIL) Lead Service Line Inventory Grant**

**EXHIBIT B – Amendment 1  
SCOPE OF SERVICES**

**Hampstead Area Water Company, Inc.:**

The Hampstead Area Water Company, Inc. will use these funds for data mining and the development of a service line inventory per federal requirements set by the United States Environmental Protection Agency's Lead and Copper Rule Revision (LCRR).

Deliverable: submit materials associated with the inventory requirement of LCRR to the New Hampshire Department of Environmental Services (NHDES).

Invitation for NHDES participation in meetings and workshops is a requirement. 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 3-month quarter after grant approval from the Governor and Council.

Changes to the Scope of Services outlined in Exhibit B require State approval in advance, and if applicable as determined by the State, may require approval by the Drinking Water and Groundwater Advisory Commission and a grant amendment subject to approval by the Governor and Executive Council. Work must be completed by the completion date listed on the grant agreement (section 1.7).



**DRINKING WATER INFRASTRUCTURE PROJECT  
CERTIFICATE OF VOTE – GRANTS ONLY**



Drinking Water and Groundwater Bureau Grants,  
Drinking Water and Groundwater Trust Fund (DWGTF),  
PFAS Remediation Loan Fund (PFAS-RLF) and American Recovery Plan Act (ARPA)

Env-Dw 1300; Env-Dw 1400

A Certificate of Vote of Authorization (COV) is a certificate that states that a grantee is willing to enter into a grant agreement with the State of New Hampshire Department of Environmental Services (NHDES) and that whoever signs the Grant Agreement (provided under separate cover) has the authority to do so. **Do not complete this form until you have received a Grant Agreement from NHDES. Follow the steps below:**

1. *Following a funding offer from NHDES, obtain the authority to accept grant funds and assign an Authorized Representative (AR) from the grantees governing body. This will likely require a vote at a meeting of the governing body. A vote may take place any time prior to execution of the Grant Agreement.*
2. *Once the Grant Agreement has been received from NHDES, someone other than the AR (who can certify actions taken at the referenced meeting) completes and signs the COV. The AR cannot sign the COV. The COV must be signed and notarized on the same date as, or within 30 days of, when the AR signs the Grant Agreement. The 30-day window applies to either side of the execution date.*
3. *The AR signs the Grant Agreement and initials and dates the bottom of each page including the Exhibits.*
4. *Mail original COV and Grant Agreement documents to program contact at NHDES.*

**Certificate of Vote of Authorization**  
THE HAMPSTEAD AREA WATER COMPANY, INC.  
54 Sawyer Ave., Atkinson, NH 03811

I, Heidi K. Tombarello of the The Hampstead Area Water Company, Inc. do hereby certify that at a meeting held on February 9, 2024, the Board of Directors voted to enter into a Drinking Water Sustainability Grant agreement with the New Hampshire Department Environmental Services to fund a Drinking Water improvement project.

The Hampstead Area Water Company, Inc. further authorized the Christine Lewis Morse as Vice President of The Hampstead Area Water Company, Inc. to execute any documents which may be necessary to effectuate this grant agreement.

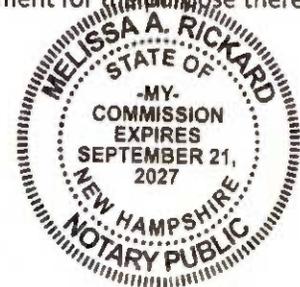
IN WITNESS WHEREOF, I have hereunto set my hand as Heidi K. Tombarello, Assistant Secretary of The Hampstead Area Water Company, Inc., the fourteenth day of February, 2024.

Heidi K. Tombarello Signature:

On this 14th day of February 2024, Heidi K. Tombarello, before me (Melissa Rickard) the undersigned Officer, personally appeared. Heidi K. Tombarello, who acknowledged herself to be the Assistant Secretary and Legal Counsel of The Hampstead Area Water Company, Inc., 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 Melissa Rickard My commission expires: 9/21/27



Drinking Water State Revolving Fund  
Drinking Water & Ground Water Trust Fund  
PFAS- Remediation Loan Fund

TO: Christine Lewis Morse  
The Hampstead Area Water Company, Inc.  
54 Sawyer Avenue  
Atkinson, NH 03811

**CONSENT IN LIEU OF SPECIAL MEETING OF THE BOARD OF DIRECTORS**

**WHEREAS**, New Hampshire RSA 293-A:8.21 and the Corporations Bylaws provide for the taking, by written consent, of any action which may otherwise be taken by VOTE of the Directors' of the Corporation; and

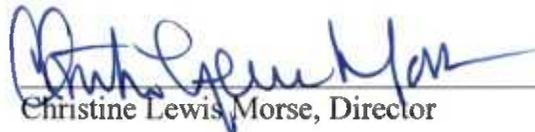
**WHEREAS**, the Directors of the Corporation deem the actions as set forth in the following Votes to require prompt action; and

**WHEREAS**, it is not convenient to call a Directors Meeting;

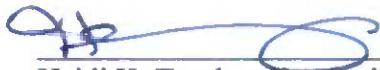
**NOW, THEREFORE**, in lieu of a regular Directors' Meeting each member of the Board of Directors, by execution of this Consent, hereby consents to the taking of the following action:

**VOTE:** That the Vice President of the Corporation is the duly authorized representative for purposes of signing and approving Amendment No. 1 to the Bipartisan Infrastructure Law (BIL) Lead Service Line Inventory Grant.

Date: February 9, 2024

  
Christine Lewis Morse, Director

ATTEST:

  
Heidi K. Tombarello, Assistant Secretary

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE HAMPSTEAD AREA WATER COMPANY, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on April 05, 1989. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 140553

Certificate Number: 0006174111



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 27th day of March A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State



# State of New Hampshire

## Department of State

### 2023 ANNUAL REPORT

|                           |
|---------------------------|
| Filed                     |
| Date Filed: 3/27/2023     |
| Effective Date: 3/27/2023 |
| Business ID: 140553       |
| David M. Scanlan          |
| Secretary of State        |

|                         |   |
|-------------------------|---|
| BUSINESS NAME:          | <b>THE HAMPSTEAD AREA WATER COMPANY, INC.</b> |
| BUSINESS TYPE:          | <b>Domestic Profit Corporation</b>            |
| BUSINESS ID:            | <b>140553</b>                                 |
| STATE OF INCORPORATION: | <b>New Hampshire</b>                          |

| CURRENT PRINCIPAL OFFICE ADDRESS                     | CURRENT MAILING ADDRESS                           |
|--|---|
| <b>54 SAWYER AVENUE<br/>ATKINSON, NH, 03811, USA</b> | <b>54 Sawyer Ave<br/>Atkinson, NH, 03811, USA</b> |

| REGISTERED AGENT AND OFFICE      |  |
|----------------------------------|--|
| REGISTERED AGENT:                | <b>Christine Lewis Morse</b>                     |
| REGISTERED AGENT OFFICE ADDRESS: | <b>54 Sawyer Avenue Atkinson, NH, 03811, USA</b> |

| PRINCIPAL PURPOSE(S)   |  |
|--|--|
| NAICS CODE   | NAICS SUB CODE                             |
| <b>Utilities</b>   | <b>Water Supply and Irrigation Systems</b> |
| <b>OTHER / DEAL IN WATER SYSTEMS; COMMUNITY &amp; PUBLIC</b> |  |

| OFFICER / DIRECTOR INFORMATION |   |                       |
|--------------------------------|---|-----------------------|
| NAME                           | BUSINESS ADDRESS                                  | TITLE                 |
| <b>Harold J. Morse</b>         | <b>54 Sawyer Avenue, Atkinson, NH, 03811, USA</b> | <b>President</b>      |
| <b>Christine Lewis Morse</b>   | <b>54 Sawyer Avenue, Atkinson, NH, 03811, USA</b> | <b>Vice President</b> |
| <b>Anthony S. Augeri</b>       | <b>54 Sawyer Avenue, Atkinson, NH, 03811, USA</b> | <b>Secretary</b>      |
| <b>Elizabeth A. Morse</b>      | <b>54 Sawyer Avenue, Atkinson, NH, 03811, USA</b> | <b>Secretary</b>      |
| <b>Jonathan T. Morse</b>       | <b>54 Sawyer Avenue, Atkinson, NH, 03811, USA</b> | <b>Treasurer</b>      |
| <b>Christine Lewis Morse</b>   | <b>54 Sawyer Avenue, Atkinson, NH, 03811, USA</b> | <b>Director</b>       |

|  |  |  |
|--|--|--|
| <p>I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.</p> <p style="text-align: center;">Title: <u>Attorney-in-Fact</u></p> <p style="text-align: center;">Signature: <u>Anthony S. Augeri</u></p> <p style="text-align: center;">Name of Signer: <u>Anthony S. Augeri</u></p> |  |  |
|--|--|--|



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/09/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |  |  |  |
|---|--|--|--|
| <b>PRODUCER</b><br>Brown & Brown of New Hampshire, Inc.<br>309 Daniel Webster Highway<br>Merrimack NH 03054 |  | <b>CONTACT NAME:</b> Rebecca Hallaman<br><b>PHONE (A/C No., Ext):</b> (603) 424-9901<br><b>E-MAIL ADDRESS:</b> rebecca.hallaman@bbrown.com<br><b>FAX (A/C No.):</b> (866) 848-1223           |  |
| <b>INSURED</b><br>HAMPSTEAD AREA WATER COMPANY, INC.<br>54 SAWYER AVENUE<br>ATKINSON NH 03811               |  | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A: Acadia Insurance Company NAIC # 31325<br>INSURER B: Union Insurance Company 25844<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |  |

COVERAGES CERTIFICATE NUMBER: 2023 - 2024 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GENTL AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | CPA5253763-17 | 09/01/2023              | 09/01/2024              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY   |           |          | CAA5253784-17 | 09/01/2023              | 09/01/2024              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br>DED RETENTION \$  |           |          | CUA5253765-17 | 09/01/2023              | 09/01/2024              | EACH OCCURRENCE \$ 2,000,000<br>AGGREGATE \$ 2,000,000  |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br>Y  | N/A      | WCA5253766-17 | 09/01/2023              | 09/01/2024              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 3A State: NH<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                          |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: PWS# 1031010 American Rescue Plan Act Grant  
Christine Lewis Morse is excluded under Workers Compensation

## CERTIFICATE HOLDER

## CANCELLATION

New Hampshire Department of Environmental Services  
29 Hazen Dr.  
PO Box 95  
Concord NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



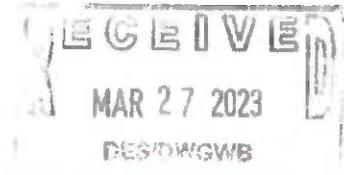
The State of New Hampshire  
**Department of Environmental Services**



Robert R. Scott, Commissioner

February 13, 2023

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



**APPROVED G & C**

DATE 22 March 2023  
ITEM # 91

**REQUESTED ACTION**

Authorize the Department of Environmental Services to award a Lead Service Line Inventory Grant to the Hampstead Area Water Company, Inc., Atkinson, NH (Vendor Code #156646 B001) in the amount of \$50,000 to develop and implement a drinking water service line inventory, effective upon Governor and Council approval through March 30, 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

FY 2023  
\$50,000

**EXPLANATION**

The Environmental Protection Agency (EPA) published regulatory revisions to the National Primary Drinking Water Regulation (NPDWR) for lead and copper under the authority of the Safe Drinking Water Act (SDWA). These revised requirements provide greater and more effective protection of public health by reducing exposure to lead and copper in drinking water.

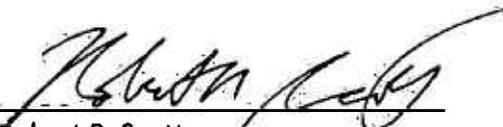
NHDES released a solicitation for Lead Service Line Inventory, Sampling Plan and Replacement Plan Grant applications in September of 2022. A total of 24 communities were identified as potential candidates for this grant (see Attachment A for a complete list). Funding for these grants was established from the Bipartisan Infrastructure Law (BIL) funding. The grants are being awarded on a first come, first served basis. The grant amounts were determined by the number of drinking water service connections within the water system. Projects eligible to receive grant funding include in-house or outside services to create lead service line inventories, sampling plans, and replacement plans, digitizing historic records, building inspections, test pits/potholing, and water quality testing.

Hampstead Water Area Company, Inc. will use the funding to create a lead and copper service inventory and update their GIS database. Additionally, Hampstead Area Water Company, Inc. will create a replacement plan to address lead services within their distribution system.

In the event grant funds become no longer available, general funds will not be requested to support this program. These grant agreements have been approved by the Attorney General's Office as to form, substance, and execution.

We respectfully request your approval of this item.

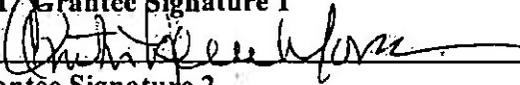
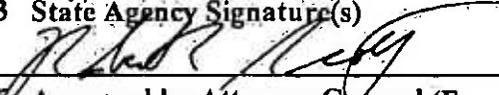
RECEIVED  
OFFICE OF THE ATTORNEY GENERAL  
JAN 11 2011

  
Robert R. Scott  
Commissioner

GRANT AGREEMENT

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

1. Identification and Definitions.

|  |   |   |                                    |
|--|---|---|------------------------------------|
| 1.1. State Agency Name<br>NH Department of Environmental Services  |   | 1.2. State Agency Address<br>29 Hazen Drive, Concord, NH 03302                      |                                    |
| 1.3 Grantee Name:<br>Hampstead Area Water Company, Inc.  |   | 1.4 Grantee Address<br>54 Sawyer Ave., Atkinson, NH 03811                           |                                    |
| 1.5. Grantee Phone #<br>603-362-4299   | 1.6. Account Number<br>03-44-44-441018-5564-072 | 1.7. Completion Date<br>March 30, 2024  | 1.8. Grant Limitation<br>\$ 50,000 |
| 1.9. Grant Officer for State Agency<br>Stephanie Nistico   |   | 1.10. State Agency Telephone Number<br>603-271-0867                                 |                                    |
| 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." |   |   |                                    |
| 1.11. Grantee Signature 1<br>   |   | 1.12. Name & Title of Grantee Signor 1<br>Christine Lewis Morse - VP                |                                    |
| Grantee Signature 2<br>_____   |   | Name & Title of Grantee Signor 2<br>_____   |                                    |
| Grantee Signature 3<br>_____   |   | Name & Title of Grantee Signor 3<br>_____   |                                    |
| 1.13 State Agency Signature(s)<br>  |   | 1.14. Name & Title of State Agency Signor(s)<br>Robert R. Scott Commissioner, NHDES |                                    |
| 1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)  |   |   |                                    |
| By:   |   | Assistant Attorney General, On: 3/31/2023   |                                    |
| 1.16. Approval by Governor and Council (if applicable)   |   |   |                                    |
| By: _____  |   | On: / /   |                                    |

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), 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 B (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 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,
- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT; REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. 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 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 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 PROVISIONS

Changes to the Scope of Services or reallocation of grant funds require NHDES approval in advance. Payments will be made based on submitted invoices. Work must be completed and request for reimbursement must be made by the completion date listed on the grant agreement (section 1.7).

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.

**Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:** This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020. As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical Page 4 of 29 infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
  - (1) Procure or obtain, extend or renew a contract to procure or obtain;

Grantee Initials CLM  
Date 1/30/23

- (2) Enter into a contract (or extend or renew a contract) to procure; or
- (3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list.

EXHIBIT B  
SCOPE OF SERVICES

Hampstead Area Water Company, Inc.

The Hampstead Area Water Company, Inc. (HAWC) will use these funds for the initial creation of a lead and copper service inventory as required by upcoming changes to the Lead and Copper Rule Revision (LCRR). The project will include management of HAWC's existing service records and creation of a service line inventory that is maintained in HAWC's GIS system.

HAWC will meet the LCRR public notification requirements and provide a description of the source of information used to classify the material type for each water service.

*Deliverable:* Submit the database with the updated sampling plan and all of the educational/outreach material to NHDES.

**Invitation for NHDES participation in meetings and workshops is a requirement.** 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 3-month quarter after grant approval from the Governor and Council.

EXHIBIT C  
BUDGET & PAYMENT METHOD

The NHDES shall pay to the Grantee the total reimbursable program for eligible work which shall not exceed the Grant Limitation of \$50,000.

Reimbursement requests for program costs shall be made no more than once per calendar month by the Grantee using the approved reimbursement form as supplied by the NHDES, which shall be completed and signed by the Grantee. The reimbursement form shall be accompanied by proper supporting documentation based upon direct costs incurred. The Grantee will maintain adequate documentation to substantiate all project related costs. All work shall be performed to the satisfaction of the NHDES before payment is made.

All work must be completed prior to the completion date in this Grant Agreement to be eligible for reimbursement.

Grantee Initials CLM  
Date 1/30/23



**DRINKING WATER INFRASTRUCTURE PROJECT  
CERTIFICATE OF VOTE – GRANTS ONLY**



Drinking Water & Groundwater Bureau Sustainability Grants,  
Drinking Water & Groundwater Trust Fund (DWGTF),  
PFAS Remediation Loan Fund (PFAS-RLF), And American Recovery Plan Act (ARPA)

Env-Dw 1300; Env-Dw 1400

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 and that whoever signs the Grant Agreement (provided under separate cover) has the authority to do so. This is a 3-person form:

- Completed and signed by someone other than the person being given authority.
- Must be notarized.
- Original is required for submittal.

**Certificate of Vote of Authorization**  
The Hampstead Area Water Company, Inc.  
Atkinson, NH 03811

I, Anthony S. Augeri of The Hampstead Area Water Company, Inc do hereby certify that at a meeting held on January 30, 2023, of the Board of Directors with Authority to Certify Actions voted to enter into a grant agreement with the New Hampshire Department Environmental Services to fund a water system improvement project.

The Hampstead Area Water Company, Inc. further authorized the Christine Lewis Morse and Vice President of The Hampstead Area Water Company to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Anthony S. Augeri, Assistant Secretary and General Counsel of The Hampstead Area Water Company, Inc., the thirtieth day of January 2023.

Anthony S. Augeri Signature: [Signature]  
STATE OF NEW HAMPSHIRE, County of Rockingham

On this 30th day of January 2023, Anthony S. Augeri, before me Heidi K. Tombarello, the undersigned Officer, personally appeared. Anthony S. Augeri, who acknowledged himself to be the Assistant Secretary and General Counsel of The Hampstead Area Water Company, Inc. 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: Heidi K. Tombarello [Signature]

My commission expires: 8-17-2027



Drinking Water State Revolving Fund  
Drinking Water & Ground Water Trust Fund  
PFAS- Remediation Loan Fund

TO: Christine Lewis Morse  
The Hampstead Area Water Company, Inc.  
54 Sawyer Avenue  
Atkinson, NH 03811

**CONSENT IN LIEU OF SPECIAL MEETING OF THE BOARD OF DIRECTORS**

WHEREAS, New Hampshire RSA 293-A:8.21 and the Corporations Bylaws provide for the taking, by written consent, of any action which may otherwise be taken by VOTE of the Directors' of the Corporation; and

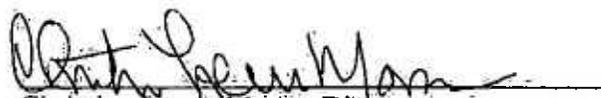
WHEREAS, the Directors of the Corporation deem the actions as set forth in the following Votes to require prompt action; and

WHEREAS, it is not convenient to call a Directors Meeting;

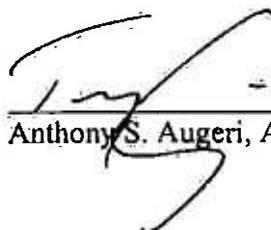
NOW, THEREFORE, in lieu of a regular Directors' Meeting each member of the Board of Directors, by execution of this Consent, hereby consents to the taking of the following action:

**VOTE:** That the Vice President of the Corporation is the duly authorized representative for purposes of accepting grant monies in the amount of up to fifty thousand dollars (\$50,000.00) from NH Department of Environmental Services for the LSL, Sampling plan and Replacement Plan Grant; and further the Vice President of the Corporation is authorized to furnish all information, data, and documents pertaining to such grant money acceptance; and that the Vice President of the Corporation is authorized to execute and deliver all documents that are required to complete this transaction.

Date: January 30, 2023

  
Christine Lewis Morse, Director

ATTEST:

  
Anthony S. Augeri, Assistant Secretary

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE HAMPSTEAD AREA WATER COMPANY, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on April 05, 1989. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 140553

Certificate Number: 0005920273



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3rd day of January A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a faint circular stamp.

David M. Scanlan  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/05/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |  |   |  |
|---|--|---|--|
| <b>PRODUCER</b><br>Brown & Brown of New Hampshire, Inc.<br>309 Daniel Webster Highway<br>Merrimack NH 03054 |  | <b>CONTACT NAME:</b> Stephanie Lamere<br><b>PHONE (A/C, No, Ext):</b> (603) 820-8227<br><b>FAX (A/C, No):</b> (866) 848-1223<br><b>E-MAIL ADDRESS:</b> stephanie.lamere@bbrown.com  |  |
| <b>INSURED</b><br>Hampstead Area Water Company<br>54 Sawyer Avenue<br>Atkinson NH 03811                     |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Acadia Insurance Company NAIC #: 31325<br><b>INSURER B:</b> Union Insurance Company 25844<br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |

**COVERAGES**      **CERTIFICATE NUMBER:** 2022-2023      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | CPA5253763    | 09/01/2022              | 09/01/2023              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COM/POP AGG \$ 2,000,000<br>\$ |
| B        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY<br><input type="checkbox"/> AUTOS ONLY                        |           |          | CAA5253764    | 09/01/2022              | 09/01/2023              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 0  |           |          | CUA5253765    | 09/01/2022              | 09/01/2023              | EACH OCCURRENCE \$ 2,000,000<br>AGGREGATE \$ 2,000,000<br>\$  |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br>Y/N: <input checked="" type="checkbox"/> Y <input type="checkbox"/> N    N/A  |           |          | WCA5253766    | 09/01/2022              | 09/01/2023              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER    3A State(s): NH<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                          |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Christine Lewis Morse is excluded under Workers Compensation  
RE: PWS# 1031010 - LSL, Sampling Plan and Replacement Plan Grant.

|  |  |
|--|--|
| <b>CERTIFICATE HOLDER</b><br>New Hampshire Department of Environmental Services<br>29 Hazen Dr.<br>PO Box 94<br>Concord NH 03301 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--|--|

**Attachment A  
Lead Service Line Inventory Grant Program**

**Potential Grantees**

| <b>PWS ID</b> | <b>APPLICANTS</b>            | <b>AMOUNT AWARDED/<br/>REQUESTED</b> | <b>RANKING SCORE</b> |
|---------------|------------------------------|--------------------------------------|----------------------|
| 0231010       | BERLIN WATER WORKS           | \$50,000                             | N/A                  |
| 0461010       | CLAREMONT WATER DEPT         | \$50,000                             | N/A                  |
| 0501010       | CONCORD WATER DEPT           | \$75,000                             | N/A                  |
| 0611010       | DERRY WATER DEPT             | \$50,000                             | N/A                  |
| 0651010       | DOVER WATER DEPT             | \$75,000                             | N/A                  |
| 0801010       | EXETER WATER DEPT            | \$50,000                             | N/A                  |
| 0851010       | FRANKLIN WATER WORKS         | \$50,000                             | N/A                  |
| 1031010       | HAMPSTEAD AREA WATER         | \$50,000                             | N/A                  |
| 1071010       | HANOVER WATER DEPT           | \$50,000                             | N/A                  |
| 1181010       | CENTRAL HOOKSETT WATER PCT   | \$50,000                             | N/A                  |
| 1241010       | KEENE WATER DEPT             | \$50,000                             | N/A                  |
| 1281010       | LACONIA WATER WORKS          | \$50,000                             | N/A                  |
| 1321010       | LEBANON WATER DEPT           | \$50,000                             | N/A                  |
| 1351010       | LINCOLN WATER WORKS          | \$50,000                             | N/A                  |
| 1471010       | MANCHESTER WATER WORKS       | \$100,000                            | N/A                  |
| 1531010       | MERRIMACK VILLAGE DIST       | \$50,000                             | N/A                  |
| 1731010       | NEWMARKET WATER WORKS        | \$50,000                             | N/A                  |
| 1871010       | PETERBOROUGH WATER WORKS     | \$50,000                             | N/A                  |
| 1951010       | PORTSMOUTH WATER WORKS       | \$75,000                             | N/A                  |
| 2001010       | ROCHESTER WATER DEPT         | \$75,000                             | N/A                  |
| 2051010       | SALEM WATER DEPT             | \$50,000                             | N/A                  |
| 2111010       | SEABROOK WATER DEPT          | \$50,000                             | N/A                  |
| 2151010       | SOMERSWORTH WATER WORKS      | \$50,000                             | N/A                  |
| Various       | PENNICHUCK WATER WORKS       | \$100,000                            | N/A                  |
| Various       | AQUARION WATER COMPANY OF NH | \$75,000                             | N/A                  |

**Grant Reviewer List**

| <b>Name</b>    | <b>Department</b> | <b>Bureau</b>                       | <b>Title</b>      | <b>Years Experience</b>               |
|----------------|-------------------|-------------------------------------|-------------------|---------------------------------------|
| Jennifer Mates | NHDES             | Drinking Water & Groundwater Bureau | Sanitary Engineer | Six years with NHDES                  |
| Luis Adorno    | NHDES             | Drinking Water & Groundwater Bureau | Administrator II  | Nine years managing the grant program |



**Grant Agreement with the Town of Salem  
Bipartisan Infrastructure Law (BIL) Lead Service Line Inventory Grant  
Amendment No. 1**

This Agreement (hereinafter called the Amendment) dated this 15<sup>th</sup> day of February, 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 Salem acting by and through the Town Manager, Christopher A. Dillon (hereinafter referred to as the Grantee).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on May 3, 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 1.7 shall be changed from March 30, 2024 to December 31, 2024.
  - B) Delete Exhibit B and replace it with Exhibit B-Amendment 1. Exhibit B-Amendment 1 are attached hereto and incorporated into this amendment and agreement by reference.

All other conditions outlined in the grant shall remain in effect.

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.

By   
Christopher A. Dillon, Town Manager  
Town of Salem

STATE OF NEW HAMPSHIRE  
COUNTY OF Brockingham

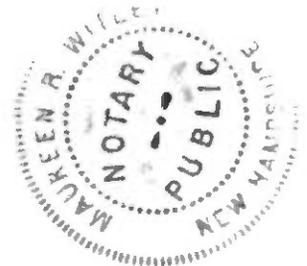
On this the 15 day of February, before the undersigned officer, personally appeared Christopher A. Dillon who acknowledged himself to be the person who executed the foregoing instrument for the purpose therein contained.

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

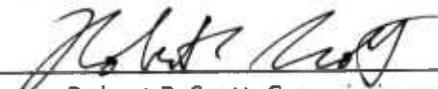


My Commission Expires:

**MAUREEN R. WITLEY**  
Notary Public - New Hampshire  
My Commission Expires January 8, 2025



THE STATE OF NEW HAMPSHIRE  
Department of Environmental Services

By:  2/29/24  
Robert R. Scott, Commissioner Date

Approved by Attorney General this 11<sup>th</sup> day of March 2024, as to form, substance and execution.

OFFICE OF ATTORNEY GENERAL



**Town of Salem**  
**Bipartisan Infrastructure Law (BIL) Lead Service Line Inventory Grant**

**EXHIBIT B – Amendment 1**  
**SCOPE OF SERVICES**

**Town of Salem:**

The Town of Salem will use these funds for data mining and the development of a service line inventory per federal requirements set by the United States Environmental Protection Agency's Lead and Copper Rule Revision (LCRR).

Deliverable: submit materials associated with the inventory requirement of LCRR to the New Hampshire Department of Environmental Services (NHDES).

Invitation for NHDES participation in meetings and workshops is a requirement. 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 3-month quarter after grant approval from the Governor and Council.

Changes to the Scope of Services outlined in Exhibit B require State approval in advance, and if applicable as determined by the State, may require approval by the Drinking Water and Groundwater Advisory Commission and a grant amendment subject to approval by the Governor and Executive Council. Work must be completed by the completion date listed on the grant agreement (section 1.7).



**DRINKING WATER INFRASTRUCTURE PROJECT  
CERTIFICATE OF VOTE – GRANTS ONLY**



Drinking Water and Groundwater Bureau Grants,  
Drinking Water and Groundwater Trust Fund (DWGTF),  
PFAS Remediation Loan Fund (PFAS-RLF) and American Recovery Plan Act (ARPA)

Env-Dw 1300; Env-Dw 1400

A Certificate of Vote of Authorization (COV) is a certificate that states that a grantee is willing to enter into a grant agreement with the State of New Hampshire Department of Environmental Services (NHDES) and that whoever signs the Grant Agreement (provided under separate cover) has the authority to do so. **Do not complete this form until you have received a Grant Agreement from NHDES. Follow the steps below:**

1. Following a funding offer from NHDES, obtain the authority to accept grant funds and assign an Authorized Representative (AR) from the grantees governing body. This will likely require a vote at a meeting of the governing body. A vote may take place any time prior to execution of the Grant Agreement.
2. Once the Grant Agreement has been received from NHDES, someone other than the AR (who can certify actions taken at the referenced meeting) completes and signs the COV. The AR cannot sign the COV. The COV must be signed and notarized on the same date as, or within 30 days of, when the AR signs the Grant Agreement. The 30-day window applies to either side of the execution date.
3. The AR signs the Grant Agreement and initials and dates the bottom of each page including the Exhibits.
4. Mail original COV and Grant Agreement documents to program contact at NHDES.

**Certificate of Vote of Authorization**  
TOWN OF SALEM, NH  
33 GEREMONTY DRIVE, SALEM, NH. 03079

I, Susan Wall, of the Town of Salem, NH do hereby certify that at a meeting held on February 27, 2023, the Board of Selectmen voted to enter into a Drinking Water Sustainability Grant agreement with the New Hampshire Department of Environmental Services to fund a Drinking Water improvement project.

The Town of Salem, NH further authorized the Town Manager, Christopher A. Dillon, to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Town Clerk of Salem, NH. the 15<sup>th</sup> day of February 2024.

Susan Wall, Signature: Susan M. Howe  
STATE OF NEW HAMPSHIRE, County of Rockingham

On this 15th day of February 2024, Maureen Witley, before me (Notary Public) the undersigned Officer, personally appeared. Susan Wall, who acknowledged herself to be the Town Clerk of Salem, NH, 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.

*Maureen R. Witley*  
**MAUREEN R. WITLEY**  
Notary Public - New Hampshire  
My Commission Expires January 8, 2025



Drinking Water State Revolving Fund  
Drinking Water & Ground Water Trust Fund  
PFAS- Remediation Loan Fund



## 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 Salem<br>33 Geremonty Drive<br>Salem, NH 03079  |  | <b>Member Number:</b><br>285   | <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><input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence | 7/1/2023                       | 7/1/2024   | 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><br><input type="checkbox"/> Any auto   | 7/1/2023                       | 7/1/2024   | Combined Single Limit<br>(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>   | 7/1/2023                       | 7/1/2024   | Blanket Limit, Replacement Cost<br>(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>   |  |  |
|   |                                 |                   | By: <i>Mary Beth Powell</i>  |  |  |
|   |                                 |                   | Date: 2/13/2024    mpurcell@nhprimex.org   |  |  |
| State of New Hampshire, 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

March 13, 2023

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

**APPROVED G & C**

DATE 31 May 2023  
ITEM # 10e

**REQUESTED ACTION**

Authorize the Department of Environmental Services (NHDES) to award a Lead Service Line Inventory Grant to the Town of Salem, NH (Vendor Code #177472 B001) in the amount of \$50,000 to develop and implement a drinking water service line inventory, effective upon Governor and Council approval through March 30, 2024. 100% Federal Funds.

Funding is available in the following account:

|   |               |
|---|---------------|
| 03-44-44-441018-5564-072-500574                                       | <u>FY2023</u> |
| Dept Environmental Services, DWSRF BIL Administration, Grants Federal | \$50,000      |

**EXPLANATION**

The Environmental Protection Agency (EPA) published regulatory revisions to the National Primary Drinking Water Regulation (NPDWR) for lead and copper under the authority of the Safe Drinking Water Act (SDWA). These revised requirements provide greater and more effective protection of public health by reducing exposure to lead and copper in drinking water.

NHDES released a solicitation for Lead Service Line Inventory, Sampling Plan and Replacement Plan Grant applications in September of 2022. A total of 24 communities were identified as potential candidates for this grant (see Attachment A for a complete list). Funding for these grants was established from the Bipartisan Infrastructure Law (BIL) funding. The grants are being awarded on a first come, first served basis. The grant amounts were determined by the number of drinking water service connections within the water system. Projects eligible to receive grant funding include in-house or outside services to create lead service line inventories, sampling plans, and replacement plans, digitizing historic records, building inspections, test pits/potholing, and water quality testing.

The Town of Salem will use the funding to conduct a complete data mining of their current drinking water service line records to identify lead service lines and to construct a searchable database that will allow the Town to communicate more effectively with their stakeholders. In addition, the Town of Salem

will revise their sampling plan and create a replacement plan to address lead service lines within their distribution system.

In the event grant funds become no longer available, general funds will not be requested to support this program. The grant agreement has been approved by the Attorney General's Office as to form, substance, and execution.

We respectfully request your approval of this item.

O & S CIVILIAN

STATE  
METHUEN

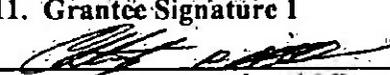
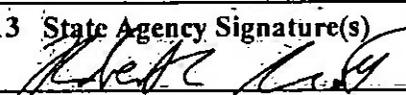


Robert R. Scott  
Commissioner

GRANT AGREEMENT

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

I. Identification and Definitions.

|  |   |   |                                   |
|--|---|---|-----------------------------------|
| 1.1. State Agency Name<br>NH Department of Environmental Services  |   | 1.2. State Agency Address<br>29 Hazen Drive, Concord, NH 03302                                  |                                   |
| 1.3 Grantee Name:<br>Town of Salem   |   | 1.4 Grantee Address<br>16 N. Policy St., Salem, NH 03079  |                                   |
| 1.5. Grantee Phone #<br>603-890-2120   | 1.6. Account Number<br>03-44-44-441018-5564-072 | 1.7. Completion Date<br>March 30, 2024  | 1.8. Grant Limitation<br>\$50,000 |
| 1.9. Grant Officer for State Agency<br>Stephanie Nistico   |   | 1.10. State Agency Telephone Number<br>603-271-0867   |                                   |
| 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." |   |   |                                   |
| 1.11. Grantee Signature 1<br>   |   | 1.12. Name & Title of Grantee Signor 1<br>Christopher A. Dillay, Teen Manager                   |                                   |
| Grantee Signature 2  |   | Name & Title of Grantee Signor 2  |                                   |
| Grantee Signature 3  |   | Name & Title of Grantee Signor 3  |                                   |
| 1.13 State Agency Signature(s)<br>  |   | 1.14. Name & Title of State Agency Signor(s)<br>Robert B. Scott, Commissioner, <i>WHD&amp;S</i> |                                   |
| 1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)  |   |   |                                   |
| By:   |   | Assistant Attorney General, On: 4/4/2023  |                                   |
| 1.16. Approval by Governor and Council (if applicable)   |   |   |                                   |
| By:  |   | On: / /   |                                   |

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), 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 B (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,
- computer programs, computer printouts, notes, letters, memoranda, paper, 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 OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT; REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. 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

- 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 PROVISIONS

Changes to the Scope of Services or reallocation of grant funds require NHDES approval in advance. Payments will be made based on submitted invoices. Work must be completed and request for reimbursement must be made by the completion date listed on the grant agreement (section 1.7).

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.

**Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:** This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020. As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical Page 4 of 29 infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
  - (1) Procure or obtain, extend or renew a contract to procure or obtain;

Grantee Initials CAS  
Date 3/6/23

- (2) Enter into a contract (or extend or renew a contract) to procure; or
- (3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list.

EXHIBIT B  
SCOPE OF SERVICES

Town of Salem

The Town of Salem will use these funds for data mining and the development of a service line inventory that will lead to the construction of a searchable database in order to meet the requirements of the revised lead and copper rule set by the federal standards.

Once the service lines are classified, this will lead to a sampling plan, customer education efforts through social media and mailings, as well as estimated costs and timeframe for completion.

*Deliverable:* Submit the database with the updated sampling plan and all of the educational/outreach material to NHDES.

**Invitation for NHDES participation in meetings and workshops is a requirement.** 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 3 month quarter after grant approval from the Governor and Council.

EXHIBIT C  
BUDGET & PAYMENT METHOD

The NHDES shall pay to the Grantee the total reimbursable program for eligible work which shall not exceed the Grant Limitation of \$50,000.

Reimbursement requests for program costs shall be made no more than once per calendar month by the Grantee using the approved reimbursement form as supplied by the NHDES, which shall be completed and signed by the Grantee. The reimbursement form shall be accompanied by proper supporting documentation based upon direct costs incurred. The Grantee will maintain adequate documentation to substantiate all project related costs. All work shall be performed to the satisfaction of the NHDES before payment is made.

All work must be completed prior to the completion date in this Grant Agreement to be eligible for reimbursement.

Grantee Initials CAS  
Date 3/6/13



DRINKING WATER INFRASTRUCTURE PROJECT
CERTIFICATE OF VOTE – GRANTS ONLY



Drinking Water & Groundwater Bureau Sustainability Grants,
Drinking Water & Groundwater Trust Fund (DWGTF),
PFAS Remediation Loan Fund (PFAS-RLF), And American Recovery Plan Act (ARPA)

Env-Dw 1300; Env-Dw 1400

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 and that whoever signs the Grant Agreement (provided under separate cover) has the authority to do so. This is a 3-person form:

- Completed and signed by someone other than the person being given authority.
Must be notarized.
Original is required for submittal.

Certificate of Vote of Authorization
TOWN OF SALEM, NH
33 GEREMONTY DRIVE, SALEM, NH 03079

I, Susan Wall, of the Town of Salem, NH do hereby certify that at a meeting held on February 27, 2023 the Board of Selectmen voted to enter into a Drinking Water Sustainability Grant grant agreement with the New Hampshire Department Environmental Services to fund a water system improvement project.

The Town of Salem, NH further authorized the Town Manager, Christopher A. Dillon to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Town Clerk of Salem, NH, the 7th day of March 2023.

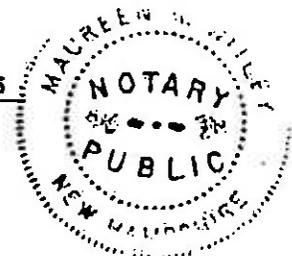
Susan Wall, Signature: Susan Wall
STATE OF NEW HAMPSHIRE, County of Rockingham

On this 7th day of March 2023, Maureen Witley, before me (Notary Public) the undersigned Officer, personally appeared. Susan Wall, who acknowledged himself to be the Town Clerk (TITLE) of Salem, NH, 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 Maureen Witley My commission expires: My Commission Expires January 8, 2025

Maureen R. Witley



Drinking Water State Revolving Fund
Drinking Water & Ground Water Trust Fund
PFAS- Remediation Loan Fund



## 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 Salem<br>33 Geremonty Drive<br>Salem, NH 03079 | <b>Member Number:</b><br>285 | <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                    | Description  | Effective Date<br>(mm/dd/yyyy) | Expiration Date<br>(mm/dd/yyyy) | Limits  | Statutory Limits May Apply If Not |
|-------------------------------------|--|--------------------------------|---------------------------------|---|-----------------------------------|
| <input checked="" type="checkbox"/> | <b>General Liability (Occurrence Form)</b><br><b>Professional Liability (describe)</b><br><input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence | 7/1/2022                       | 7/1/2023                        | Each Occurrence    \$ 5,000,000<br>General Aggregate    \$ 5,000,000<br>Fire Damage (Any one fire)<br>Med Exp (Any one person)                    |                                   |
| <input type="checkbox"/>            | <b>Automobile Liability</b><br>Deductible    Comp and Coll: \$1,000<br><input type="checkbox"/> Any auto   |                                |                                 | Combined Single Limit (Each Accident)<br>Aggregate  |                                   |
| <input checked="" type="checkbox"/> | <b>Workers' Compensation &amp; Employers' Liability</b>  | 1/1/2023                       | 1/1/2024                        | <input checked="" type="checkbox"/> Statutory<br>Each Accident    \$2,000,000<br>Disease - Each Employee    \$2,000,000<br>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)<br>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.

|   |                                 |                   |   |
|---|---------------------------------|-------------------|---|
| <b>CERTIFICATE HOLDER:</b>  | <b>Additional Covered Party</b> | <b>Loss Payee</b> | <b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b><br><br>By: <i>Mary Beth Purcell</i><br><br>Date: 3/9/2023    mpurcell@nhprimex.org<br><br>Please direct inquires to:<br><b>Primex<sup>3</sup> Claims/Coverage Services</b><br>603-225-2841 phone<br>603-228-3833 fax |
| State of New Hampshire<br>Department of Environmental Services<br>29 Hazen Drive, PO Box 95<br>Concord, NH 03302-0095 |                                 |                   |   |

**Attachment A  
Lead Service Line Inventory Grant Program**

**Potential Grantees**

| <b>PWS ID</b> | <b>APPLICANTS</b>            | <b>AMOUNT AWARDED/<br/>REQUESTED</b> | <b>RANKING SCORE</b> |
|---------------|------------------------------|--------------------------------------|----------------------|
| 0231010       | BERLIN WATER WORKS           | \$50,000                             | N/A                  |
| 0461010       | CLAREMONT WATER DEPT         | \$50,000                             | N/A                  |
| 0501010       | CONCORD WATER DEPT           | \$75,000                             | N/A                  |
| 0611010       | DERRY WATER DEPT             | \$50,000                             | N/A                  |
| 0651010       | DOVER WATER DEPT             | \$75,000                             | N/A                  |
| 0801010       | EXETER WATER DEPT            | \$50,000                             | N/A                  |
| 0851010       | FRANKLIN WATER WORKS         | \$50,000                             | N/A                  |
| 1031010       | HAMPSTEAD AREA WATER         | \$50,000                             | N/A                  |
| 1071010       | HANOVER WATER DEPT           | \$50,000                             | N/A                  |
| 1181010       | CENTRAL HOOKSETT WATER PCT   | \$50,000                             | N/A                  |
| 1241010       | KEENE WATER DEPT             | \$50,000                             | N/A                  |
| 1281010       | LACONIA WATER WORKS          | \$50,000                             | N/A                  |
| 1321010       | LEBANON WATER DEPT           | \$50,000                             | N/A                  |
| 1351010       | LINCOLN WATER WORKS          | \$50,000                             | N/A                  |
| 1471010       | MANCHESTER WATER WORKS       | \$100,000                            | N/A                  |
| 1531010       | MERRIMACK VILLAGE DIST       | \$50,000                             | N/A                  |
| 1731010       | NEWMARKET WATER WORKS        | \$50,000                             | N/A                  |
| 1871010       | PETERBOROUGH WATER WORKS     | \$50,000                             | N/A                  |
| 1951010       | PORTSMOUTH WATER WORKS       | \$75,000                             | N/A                  |
| 2001010       | ROCHESTER WATER DEPT         | \$75,000                             | N/A                  |
| 2051010       | SALEM WATER DEPT             | \$50,000                             | N/A                  |
| 2111010       | SEABROOK WATER DEPT          | \$50,000                             | N/A                  |
| 2151010       | SOMERSWORTH WATER WORKS      | \$50,000                             | N/A                  |
| Various       | PENNICHUCK WATER WORKS       | \$100,000                            | N/A                  |
| Various       | AQUARION WATER COMPANY OF NH | \$75,000                             | N/A                  |

**Grant Reviewer List**

| <b>Name</b>    | <b>Department</b> | <b>Bureau</b>                       | <b>Title</b>      | <b>Years Experience</b>               |
|----------------|-------------------|-------------------------------------|-------------------|---------------------------------------|
| Jennifer Mates | NHDES             | Drinking Water & Groundwater Bureau | Sanitary Engineer | Six years with NHDES                  |
| Luis Adorno    | NHDES             | Drinking Water & Groundwater Bureau | Administrator II  | Nine years managing the grant program |



**Grant Agreement with the Town of Seabrook  
Bipartisan Infrastructure Law (BIL) Lead Service Line Inventory Grant  
Amendment No. 1**

This Agreement (hereinafter called the Amendment) dated this 15<sup>th</sup> day of February, 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 Seabrook acting by and through the Water and Sewer Superintendent, Curtis Slayton (hereinafter referred to as the Grantee).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on March 22, 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 1.7 shall be changed from March 30, 2024 to December 31, 2024.
  - B) Delete Exhibit B and replace it with Exhibit B-Amendment 1. Exhibit B-Amendment 1 are attached hereto and incorporated into this amendment and agreement by reference.

All other conditions outlined in the grant shall remain in effect.

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.

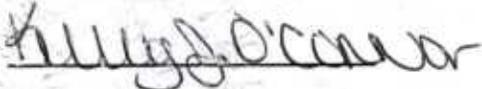
By   
Curtis Slayton, Water and Sewer Superintendent  
Town of Seabrook

STATE OF NEW HAMPSHIRE

COUNTY OF Rockingham

On this the 15<sup>th</sup> day of February, before the undersigned officer, personally appeared Curtis Slayton 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: 5/6/28

THE STATE OF NEW HAMPSHIRE  
Department of Environmental Services

By:  2/29/24  
Robert R. Scott, Commissioner Date

Approved by Attorney General this 11<sup>th</sup> day of March 2024, as to form, substance and execution.

OFFICE OF ATTORNEY GENERAL



**Town of Seabrook  
Bipartisan Infrastructure Law (BIL) Lead Service Line Inventory Grant**

**EXHIBIT B – Amendment 1  
SCOPE OF SERVICES**

**Town of Seabrook:**

The Town of Seabrook will use these funds for data mining and the development of a service line inventory per federal requirements set by the United States Environmental Protection Agency's Lead and Copper Rule Revision (LCRR).

Deliverable: submit materials associated with the inventory requirement of LCRR to the New Hampshire Department of Environmental Services (NHDES).

Invitation for NHDES participation in meetings and workshops is a requirement. 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 3-month quarter after grant approval from the Governor and Council.

Changes to the Scope of Services outlined in Exhibit B require State approval in advance, and if applicable as determined by the State, may require approval by the Drinking Water and Groundwater Advisory Commission and a grant amendment subject to approval by the Governor and Executive Council. Work must be completed by the completion date listed on the grant agreement (section 1.7).



# DRINKING WATER INFRASTRUCTURE PROJECT CERTIFICATE OF VOTE – GRANTS ONLY



Drinking Water and Groundwater Bureau Grants,  
Drinking Water and Groundwater Trust Fund (DWGTF),  
PFAS Remediation Loan Fund (PFAS-RLF) and American Recovery Plan Act (ARPA)

Env-Dw 1300; Env-Dw 1400

A Certificate of Vote of Authorization (COV) is a certificate that states that a grantee is willing to enter into a grant agreement with the State of New Hampshire Department of Environmental Services (NHDES) and that whoever signs the Grant Agreement (provided under separate cover) has the authority to do so. **Do not complete this form until you have received a Grant Agreement from NHDES. Follow the steps below:**

1. Following a funding offer from NHDES, obtain the authority to accept grant funds and assign an Authorized Representative (AR) from the grantees governing body. This will likely require a vote at a meeting of the governing body. A vote may take place any time prior to execution of the Grant Agreement.
2. Once the Grant Agreement has been received from NHDES, someone other than the AR (who can certify actions taken at the referenced meeting) completes and signs the COV. The AR cannot sign the COV. The COV must be signed and notarized on the same date as, or within 30 days of, when the AR signs the Grant Agreement. The 30-day window applies to either side of the execution date.
3. The AR signs the Grant Agreement and initials and dates the bottom of each page including the Exhibits.
4. Mail original COV and Grant Agreement documents to program contact at NHDES.

**Certificate of Vote of Authorization**  
TOWN OF SEABROOK  
99 LAFAYETTE ROAD, SEABROOK NH 03874

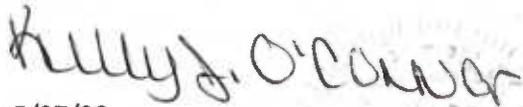
I, William M. Manzi III of the Town of Seabrook do hereby certify that at a meeting held on January 16, 2023 the Board of Selectmen voted to enter into a Drinking Water Sustainability Grant grant agreement with the New Hampshire Department Environmental Services to fund a Drinking Water improvement project.

The Town of Seabrook further authorized the Water and Sewer Superintendent Curtis Slayton to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Town Manager of Seabrook NH, the 15th day of February 2024.

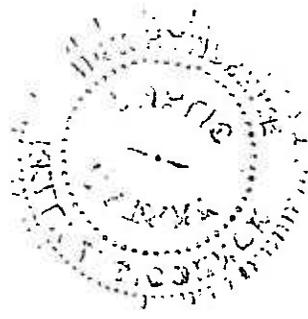
William M. Manzi III Signature:   
STATE OF NEW HAMPSHIRE, County of Rockingham

On this 15th day of February 2024, Kelly J. O'Connor, before me (Notary Public) the undersigned Officer, personally appeared. William M. Manzi III, who acknowledged himself to be the Town Manager of Seabrook NH, 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 Kelly J. O'Connor My commission expires: 5/27/28

Drinking Water State Revolving Fund  
Drinking Water & Ground Water Trust Fund  
PFAS- Remediation Loan Fund





## 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.

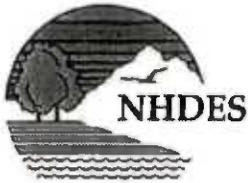
Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies 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 Seabrook<br>99 Lafayette Road<br>PO Box 456<br>Seabrook, NH 03874  |                                | <b>Member Number:</b><br>290    | <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><input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence | 7/1/2023                       | 7/1/2024                        | Each Occurrence  | \$ 2,000,000  |
|  |                                |                                 | General Aggregate  | \$ 10,000,000 |
|  |                                |                                 | Fire Damage (Any one fire)   |               |
|  |                                |                                 | Med Exp (Any one person)   |               |
| <input type="checkbox"/> <b>Automobile Liability</b><br>Deductible    Comp and Coll: \$1,000<br><br><input type="checkbox"/> Any auto  |                                |                                 | Combined Single Limit<br>(Each Accident)<br><br>Aggregate  |               |
| <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 type="checkbox"/> <b>Property (Special Risk Includes Fire and Theft)</b>  |                                |                                 | Blanket Limit, Replacement Cost (unless otherwise stated)  |               |
| <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>   |
| State of NH, Department of Environmental Services<br>29 Hazen Dr<br>PO Box 95<br>Concord, NH 03302 |                                 |                   | <b>By:</b> <i>Mary Beth Purcell</i>  |
|  |                                 |                   | <b>Date:</b> 2/12/2024    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 |



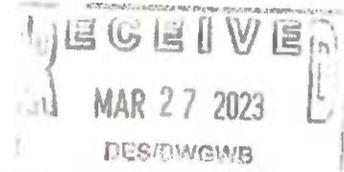
The State of New Hampshire  
**Department of Environmental Services**



Robert R. Scott, Commissioner

February 16, 2023

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



APPROVED G & C

DATE 22 March 2023  
ITEM # 94

**REQUESTED ACTION**

Authorize the Department of Environmental Services (NHDES) to award a Lead Service Line Inventory Grant to the Town of Seabrook, NH (Vendor Code # 177475 B001) in the amount of \$50,000 to develop and implement a drinking water service line inventory, effective upon Governor and Council approval through March 30, 2024. 100% Federal Funds.

Funding is available in the following account:

|   |          |
|---|----------|
| 03-44-44-441018-5564-072-500574                                       | FY2023   |
| Dept Environmental Services, DWSRF BIL Administration, Grants Federal | \$50,000 |

**EXPLANATION**

The Environmental Protection Agency (EPA) published regulatory revisions to the National Primary Drinking Water Regulation (NPDWR) for lead and copper under the authority of the Safe Drinking Water Act (SDWA). These revised requirements provide greater and more effective protection of public health by reducing exposure to lead and copper in drinking water.

NHDES released a solicitation for Lead Service Line Inventory, Sampling Plan and Replacement Plan Grant applications in September of 2022. A total of 24 communities were identified as potential candidates for this grant (see Attachment A for a complete list). Funding for these grants was established from the Bipartisan Infrastructure Law (BIL) funding. The grants are being awarded on a first come, first served basis. The grant amounts were determined by the number of drinking water service connections within the water system. Projects eligible to receive grant funding include in-house or outside services to create lead service line inventories, sampling plans, and replacement plans, digitizing historic records, building inspections, test pits/potholing, and water quality testing.

The Town of Seabrook will use the funding to conduct a complete data mining of their current drinking water service line records to identify lead service lines and to construct a searchable database that will allow the Town to communicate more effectively with their stakeholders. In addition, the Town of

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

Seabrook will revise their sampling plan and create a replacement plan to address lead service lines within their distribution system.

In the event grant funds become no longer available, general funds will not be requested to support this program. The grant agreement has been approved by the Attorney General's Office as to form, substance, and execution.

We respectfully request your approval of this item.

*[Faint, illegible text]*

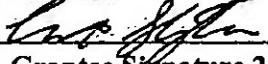
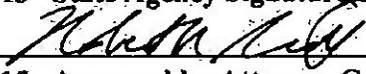


Robert R. Scott  
Commissioner

GRANT AGREEMENT

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

1. Identification and Definitions.

|  |   |  |                                    |
|--|---|--|------------------------------------|
| 1.1. State Agency Name<br>NH Department of Environmental Services  |   | 1.2. State Agency Address<br>29 Hazen Drive, Concord, NH 03302                       |                                    |
| 1.3 Grantee Name:<br>Town of Seabrook  |   | 1.4 Grantee Address<br>99 Lafayette Rd, Seabrook, NH 03874                           |                                    |
| 1.5. Grantee Phone #<br>603-474-9921   | 1.6. Account Number<br>03-44-44-441018-5564-072 | 1.7. Completion Date<br>March 30, 2024   | 1.8. Grant Limitation<br>\$ 50,000 |
| 1.9. Grant Officer for State Agency<br>Stephanie Nistico   |   | 1.10. State Agency Telephone Number<br>603-271-0867                                  |                                    |
| 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." |   |  |                                    |
| 1.11. Grantee Signature 1<br>   |   | 1.12. Name & Title of Grantee Signor 1<br>Curtis Clayton, Water/Sewer Superintendent |                                    |
| Grantee Signature 2  |   | Name & Title of Grantee Signor 2   |                                    |
| Grantee Signature 3  |   | Name & Title of Grantee Signor 3   |                                    |
| 1.13. State Agency Signature(s)<br>   |   | 1.14. Name & Title of State Agency Signor(s)<br>Robert R. Scott, Commissioner, NHDES |                                    |
| 1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)  |   |  |                                    |
| By:   |   | Assistant Attorney General, On: 3/17/2023  |                                    |
| 1.16. Approval by Governor and Council (if applicable)   |   |  |                                    |
| By:  |   | On: / /  |                                    |

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), 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 B (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, formulac, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- computer programs, computer printouts, notes, letters, memoranda, paper, 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 OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT; REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. 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.
- 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.
- 12.2. 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 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

- 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 PROVISIONS

Changes to the Scope of Services or reallocation of grant funds require NHDES approval in advance. Payments will be made based on submitted invoices. Work must be completed and request for reimbursement must be made by the completion date listed on the grant agreement (section 1.7).

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.

**Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:** This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020. As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical Page 4 of 29 infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
  - (1) Procure or obtain, extend or renew a contract to procure or obtain;

Grantee Initials CS  
Date 1/26/20

- (2) Enter into a contract (or extend or renew a contract) to procure; or
- (3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list.

EXHIBIT B  
SCOPE OF SERVICES

Town of Seabrook

The Town of Seabrook will use these funds for creation of a lead and copper service inventory as required by upcoming changes to the Lead and Copper Rule (LCR). The project will include management of the town's existing service records, creation of an excel based service line inventory that can eventually be transferred into the town's existing GIS system, updating the current sampling plan, and preparation of a service line replacement plan.

*Deliverable:* Submit the database with the updated sampling plan and all of the educational/outreach material to NHDES.

**Invitation for NHDES participation in meetings and workshops is a requirement.** 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 3 month quarter after grant approval from the Governor and Council.

EXHIBIT C  
BUDGET & PAYMENT METHOD

The NHDES shall pay to the Grantee the total reimbursable program for eligible work which shall not exceed the Grant Limitation of \$50,000.

Reimbursement requests for program costs shall be made no more than once per calendar month by the Grantee using the approved reimbursement form as supplied by the NHDES, which shall be completed and signed by the Grantee. The reimbursement form shall be accompanied by proper supporting documentation based upon direct costs incurred. The Grantee will maintain adequate documentation to substantiate all project related costs. All work shall be performed to the satisfaction of the NHDES before payment is made.

All work must be completed prior to the completion date in this Grant Agreement to be eligible for reimbursement.

Grantee Initials CS  
Date 1/26/23



**DRINKING WATER INFRASTRUCTURE PROJECT  
CERTIFICATE OF VOTE – GRANTS ONLY**



Drinking Water & Groundwater Bureau Sustainability Grants,  
Drinking Water & Groundwater Trust Fund (DWGTF),  
PFAS Remediation Loan Fund (PFAS-RLF), And American Recovery Plan Act (ARPA)

Env-Dw 1300; Env-Dw 1400

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 and that whoever signs the Grant Agreement (provided under separate cover) has the authority to do so. This is a 3-person form:

- Completed and signed by someone other than the person being given authority.
- Must be notarized.
- Original is required for submittal.

**Certificate of Vote of Authorization  
TOWN OF SEABROOK  
99 LAFAYETTE ROAD, SEABROOK, NH 03874**

I, William M. Manzi III of the Town of Seabrook do hereby certify that at a meeting held on January 16, 2023, the Board of Selectmen voted to enter into a Drinking Water Sustainability Grant grant agreement with the New Hampshire Department Environmental Services to fund a water system improvement project.

The Town of Seabrook further authorized the Water & Sewer Superintendent Curtis Slayton to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Town Manager of Seabrook NH, the 16th day of January 2023.

William M. Manzi Signature: *[Handwritten Signature]*  
STATE OF NEW HAMPSHIRE, County of Rockingham

On this 16th day of January 2023, Kelly J. O'Connor, before me (Notary Public) the undersigned Officer, personally appeared. William M. Manzi III, who acknowledged himself to be the Town Manager (TITLE) of Seabrook NH, 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: 6/6/23

*[Handwritten Signature: Kelly J. O'Connor]*

Drinking Water State Revolving Fund  
Drinking Water & Ground Water Trust Fund  
PFAS- Remediation Loan Fund



## 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 Seabrook<br>99 Lafayette Road<br>PO Box 456<br>Seabrook, NH 03874  |                                | <b>Member Number:</b><br>290    | <b>Company Affording Coverage:</b><br>NH Public Risk Management Exchange - Primex <sup>3</sup><br>Bow Brook Place<br>48 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><br><b>Professional Liability (describe)</b><br><input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence | 7/1/2022                       | 7/1/2023                        | Each Occurrence  | \$ 5,000,000 |  |
|  |                                |                                 | General Aggregate  | \$ 5,000,000 |  |
|  |                                |                                 | Fire Damage (Any one fire)   |              |  |
|  |                                |                                 | Med Exp (Any one person)   |              |  |
| <input type="checkbox"/> <b>Automobile Liability</b><br>Deductible    Comp and Coll: \$1,000<br><br><input type="checkbox"/> Any auto  |                                |                                 | Combined Single Limit (Each Accident)  |              |  |
|  |                                |                                 | Aggregate  |              |  |
| <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 type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>  |                                |                                 | Blanket Limit, Replacement Cost (unless otherwise stated)  |              |  |
| <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> | Primex <sup>3</sup> - NH Public Risk Management Exchange   |
| NH Department of Environmental Services<br>29 Hazen Dr<br>PO Box 95<br>Concord, NH 03302 |                                 |                   | By: <i>Mary Beth Purcell</i>   |
|  |                                 |                   | Date: 1/19/2023    mpurcell@nhprimex.org   |
|  |                                 |                   | Please direct inquires to:<br>Primex <sup>3</sup> Claims/Coverage Services<br>603-225-2841 phone<br>603-228-3833 fax |

**Attachment A  
Lead Service Line Inventory Grant Program**

**Potential Grantees**

| <b>PWS ID</b> | <b>APPLICANTS</b>            | <b>AMOUNT AWARDED/<br/>REQUESTED</b> | <b>RANKING SCORE</b> |
|---------------|------------------------------|--------------------------------------|----------------------|
| 0231010       | BERLIN WATER WORKS           | \$50,000                             | N/A                  |
| 0461010       | CLAREMONT WATER DEPT         | \$50,000                             | N/A                  |
| 0501010       | CONCORD WATER DEPT           | \$75,000                             | N/A                  |
| 0611010       | DERRY WATER DEPT             | \$50,000                             | N/A                  |
| 0651010       | DOVER WATER DEPT             | \$75,000                             | N/A                  |
| 0801010       | EXETER WATER DEPT            | \$50,000                             | N/A                  |
| 0851010       | FRANKLIN WATER WORKS         | \$50,000                             | N/A                  |
| 1031010       | HAMPSTEAD AREA WATER         | \$50,000                             | N/A                  |
| 1071010       | HANOVER WATER DEPT           | \$50,000                             | N/A                  |
| 1181010       | CENTRAL HOOKSETT WATER PCT   | \$50,000                             | N/A                  |
| 1241010       | KEENE WATER DEPT             | \$50,000                             | N/A                  |
| 1281010       | LACONIA WATER WORKS          | \$50,000                             | N/A                  |
| 1321010       | LEBANON WATER DEPT           | \$50,000                             | N/A                  |
| 1351010       | LINCOLN WATER WORKS          | \$50,000                             | N/A                  |
| 1471010       | MANCHESTER WATER WORKS       | \$100,000                            | N/A                  |
| 1531010       | MERRIMACK VILLAGE DIST       | \$50,000                             | N/A                  |
| 1731010       | NEWMARKET WATER WORKS        | \$50,000                             | N/A                  |
| 1871010       | PETERBOROUGH WATER WORKS     | \$50,000                             | N/A                  |
| 1951010       | PORTSMOUTH WATER WORKS       | \$75,000                             | N/A                  |
| 2001010       | ROCHESTER WATER DEPT         | \$75,000                             | N/A                  |
| 2051010       | SALEM WATER DEPT             | \$50,000                             | N/A                  |
| 2111010       | SEABROOK WATER DEPT          | \$50,000                             | N/A                  |
| 2151010       | SOMERSWORTH WATER WORKS      | \$50,000                             | N/A                  |
| Various       | PENNICHUCK WATER WORKS       | \$100,000                            | N/A                  |
| Various       | AQUARION WATER COMPANY OF NH | \$75,000                             | N/A                  |

**Grant Reviewer List**

| <b>Name</b>    | <b>Department</b> | <b>Bureau</b>                       | <b>Title</b>      | <b>Years Experience</b>               |
|----------------|-------------------|-------------------------------------|-------------------|---------------------------------------|
| Jennifer Mates | NHDES             | Drinking Water & Groundwater Bureau | Sanitary Engineer | Six years with NHDES                  |
| Luis Adorno    | NHDES             | Drinking Water & Groundwater Bureau | Administrator II  | Nine years managing the grant program |

