



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



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106

March 28, 2024

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

REQUESTED ACTION

Authorize the Department of Environmental Services to award a Local Source Water Protection grant to the Town of Epsom (VC # 177257 B004) in the amount of \$25,000 to complete a project to protect public drinking water supplies in Epsom, effective upon Governor and Council approval through May 31, 2025. 100% Federal Funds.

Funding is available in the following account:

	<u>FY2024</u>
03-44-44-441018-5564-072-500574	\$25,000
Dept. Environmental Services, DWSRF BIL Administration, Grants- Federal	

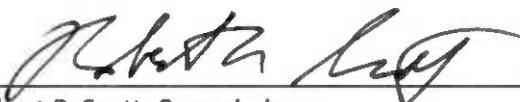
EXPLANATION

The Department of Environmental Services issued a request for proposals for 2024 Local Source Water Protection Grants. These grants are funded by set-asides under the Drinking Water State Revolving Loan Fund. Twenty-one proposals were received. The proposals were evaluated and ranked based on criteria included in the request for proposals, such as whether the project fulfills a component of a source water protection program, that the proposed project addresses appropriate threats, and that the project will deliver a valuable and useful product. Based on eligibility and the available federal funding, the Department determined that it could offer grants to thirteen source protection planning projects and two source security projects. See Attachment A for the full list of grants awarded and list of reviewers.

The Town of Epsom will use the source water protection grant funds to complete a geophysical assessment that will be considered in the siting and future protection of a new production well. The town believes their two wells may be at risk for future contamination due to flooding and other climate change challenges and wishes to site a location for a new well to preserve future drinking water resources for the town. This project will include the completion of a geophysical survey to find locations for exploratory test wells and develop a summary report that includes recommendations for next steps.

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

We respectfully request your approval of this item.


Robert R. Scott, Commissioner

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 NH Department of Environmental Services		1.2. State Agency Address 29 Hazen Drive, Concord, NH 03302-0095	
1.3. Grantee Name Town of Epsom		1.4. Grantee Address PO Box 10, Epsom, NH 03234	
1.5. Grantee Phone # 603-736-9002	1.6. Account Number 03-44-44-441018-5564-072	1.7. Completion Date May 31, 2025	1.8. Grant Limitation \$ 25,000
1.9. Grant Officer for State Agency Melissa Macheras, NHDES		1.10. State Agency Telephone Number 603-271-2950	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 <i>Deb Sullivan</i>		1.12. Name & Title of Grantee Signor 1 <i>Deb Sullivan Finance Administrator</i>	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) <i>Robert R. Scott</i>		1.14. Name & Title of State Agency Signor(s) Robert R. Scott, Commissioner, NHDES	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: <i>[Signature]</i>		Assistant Attorney General, On: <i>4/11/2024</i>	
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 A (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date 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

Grantee Initials das
Date 3-5-24

- 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.

Grantee Initials das
Date 3-5-24

EXHIBIT A
SPECIAL TERMS AND CONDITIONS

Town of Epsom:

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

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

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

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

Grantee Initials das
Date 3-5-24

EXHIBIT B
SCOPE OF WORK

The Town of Epsom will use New Hampshire Department of Environmental Services (NHDES) grant funds to complete a geophysical assessment that will be considered in the siting and future protection of a new production well. The town is concerned that the two municipal wells may be at risk for future contamination due to flooding and other climate change challenges and wishes to complete preliminary analysis of potential locations for a new well that will help ensure the community has sufficient drinking water resources in the future. This project will include the completion of a geophysical survey to find locations for exploratory test wells and develop a summary report that includes recommendations for next steps.

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

Task 1. Quality Assurance Project Plan (QAPP) Development

Draft and seek approval from NHDES and USEPA QAPP, consistent with USEPA guidance.

Deliverables: Signed QAPP showing NHDES/USEPA approval.

Task 2. Geologic Mapping and Survey Phase in Expanded Study Area & Identification of Potential Groundwater Development Areas

Basic geologic data for the area of investigation will be gathered from published sources to support field data collection efforts. These efforts will expand on those already completed during earlier phases of the investigation and may include:

- Background data collection and review of existing hydrogeological information.
- Determining properties that are available for detailed site investigations.
- Completing more detailed site-specific geologic field mapping of both surficial deposits and bedrock lithologies.
- Remote sensing analyses of the local bedrock aquifer hydrogeologic environment.
- Conducting fracture fabric analyses.
- Conducting detailed contaminant threat survey of land use activities that could impair groundwater quality.
- Conducting a preliminary groundwater recharge analysis.
- Prioritizing potential groundwater development areas based upon hydrogeological favorability.

Deliverables: A GIS-based map clearly showing the most favorable areas available for further exploration using geophysical surveys.

Grantee Initials das
Date 3-5-24

Task 3. Identify Specific Locations for Drilling Exploratory Test Wells Within Those Areas Identified as Favorable for Groundwater Development – Geophysical Surveys

Specific drilling targets are generally sited within a study site through the use of geophysical investigations. Up to three geophysical methods will be selected to highlight those areas of the subsurface that are considered favorable for the storing and transmitting of groundwater. Conducting surveys across selected favorable zones often helps to specifically locate subsurface bedrock structures, and thick sequences of transmissive unconsolidated deposits which are often capable of yielding substantial groundwater resources.

Deliverables: A map of the identified locations where exploratory test well drilling for a new production well is warranted will be prepared.

Task 4. Preparation of Summary Report

A report will be prepared that summarizes the hydrogeological and geophysical findings obtained from Phases I and II of this work effort. The report will identify all suitable well sites that are considered viable for further investigation. In addition, preliminary cost estimates will be provided to carry out the next steps of the water supply development program (e.g., additional test well drilling, production well drilling, testing, permitting, engineering and possible infrastructure extension costs) such that the Town and Water District can pursue the appropriate Town/Precinct, State, and Federal funding opportunities.

Deliverables: Copy of written report.

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

Grantee Initials das
Date 3-5-24

EXHIBIT C
METHOD OF PAYMENT

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

Task Number/Description	Source Water Protection Grant
Task 1: QAPP Development	\$2,000
Task 2: Geologic Mapping and Survey Phase in Expanded Study Area & Identification of Potential Groundwater Development Areas	\$8,500
Task 3: Identify Specific Locations for Drilling Exploratory Test Wells Within Those Areas Identified as Favorable for Groundwater Development – Geophysical Surveys	\$13,000
Task 4: Preparation of Summary Report	\$1,500
TOTAL	\$25,000

Grantee Initials das
Date 7-5-24

Certificate of Vote of Authorization

I, Laura Scarbo, Town Clerk for the Town of Epsom, New Hampshire do hereby certify that:

1. The Select Board voted to accept funds and enter into a grant agreement with the NH Department of Environmental Services on March 4, 2024;
2. The Select Board further authorized the Finance Administrator to execute any documents which may be necessary for this grant agreement;
3. This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
4. The following person has been appointment to and now occupies the office indicated in 2. above:

Deb Sullivan Deb Sullivan,
Finance Administrator

IN WITNESS WHEREOF, I have hereunto set my hand as the Town Clerk of Epsom, New Hampshire this 5th day of March, 2024.

Laura Scarbo
Town Clerk



**Attachment A
2024 Local Source Water Protection Grant Rankings**

Applications and Status

Source Protection Planning Projects

Grant Applicant	Project Location	Grant Amount	Notes	Score
Swains Lake Village Water District	Barrington	\$22,125	<i>Approved</i>	106
Southeast Land Trust of New Hampshire	Exeter	\$25,000	<i>Approved</i>	100
Southeast Land Trust of New Hampshire	Rochester	\$25,000	<i>Approved</i>	97.5
Town of Conway	Conway	\$14,000	<i>Approved</i>	95.5
Moose Mountain Regional Greenways	Farmington & Strafford	\$25,000	<i>Approved</i>	94
Town of Stratham	Stratham	\$16,950	<i>Approved</i>	90
Manchester Water Works	Manchester	\$25,000	<i>Approved</i>	88
Rockingham Planning Commission	Newton & South Hampton	\$20,011	<i>Approved</i>	86
Town of Epsom	Epsom	\$25,000	<i>Approved</i>	74.5
Emerald Lake Village District	Hillsboro	\$11,621	<i>Approved</i>	73
Town of Salem	Salem	\$29,283	<i>Approved</i>	71
Strafford Regional Planning Commission	Northwood	\$29,945	<i>Approved</i>	67
Town of Amherst	Amherst	\$30,000	<i>Approved</i>	66.5
Barnstead School District	Barnstead	\$25,000	<i>Not approved</i>	58
City of Keene	Keene	\$12,600	<i>Not approved</i>	55.5
City of Keene	Keene	\$17,850	<i>Not approved</i>	52
Monadnock Conservancy	Bennington	\$25,000	<i>Not approved</i>	0
Trust for Public Lands	Exeter	\$25,000	<i>Not approved</i>	0
Crossing Life Church	Windham	\$25,000	<i>Not approved</i>	0

**Attachment A
2024 Local Source Water Protection Grant Rankings**

Source Security Projects

Grant Applicant	Project Location	Grant Amount	Notes	Score
Merrimack Village District	Merrimack	\$10,137	<i>Approved</i>	20.5
Merrimack Village District	Merrimack	\$16,724	<i>Approved</i>	19.5

Grant Reviewer List

Name	Department	Bureau	Title	Experience
Pierce Rigrod	NHDES	Drinking Water & Groundwater Bureau	Supervisor VII	Grant Project Management (19 years)
Melissa Macheras	NHDES	Drinking Water & Groundwater Bureau	Program Specialist III	Grant Project Management (3 years)