



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



SE

May 2, 2024

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

REQUESTED ACTION

Authorize the Department of Environmental Services to amend a grant (PO# 1090024) to the Town of Colebrook, NH (VC# 177375-B002), by extending the completion date to June 1, 2025 from June 1, 2024, effective upon Governor and Council approval through June 1, 2025. The original grant was approved by Governor and Council on December 7, 2022, Item #68. 100% Drinking Water and Groundwater Trust Fund (DWGTF). This is a no cost time extension.

EXPLANATION

We are requesting approval of this grant amendment in order to provide the Town of Colebrook additional time to complete the scope of services. An extension is required as a result of staff and supply shortages that caused significant delays and impacted well drilling, property permissions, approval of the hydrogeologic report and well siting. The funding for this project is a combination of a \$419,000 DWGTF grant and \$428,000 DWGTF loan. To date, none of \$419,000 grant funds have been spent.

The Town of Colebrook will use the grant funds to locate and install two new water supply wells to meet the current and anticipated water demand. The project includes replacing the existing water supply wells and design, permitting, and bidding for Phase II components necessary to connect the supply wells to the water system.

The amendment has been approved by the Attorney General's Office as to form, substance and execution.

We respectfully request your approval of this item.

Robert R. Scott
Commissioner

**Grant Agreement with Town of Colebrook
Drinking Water and Groundwater Trust Fund Grant
Amendment No. 1**

This Agreement (hereinafter called the Amendment) dated this _____ day of _____, 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 Colebrook acting by and through its Town Manager, Timothy Stevens (hereinafter referred to as the Grantee).

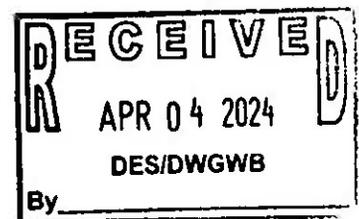
WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on December 7, 2022, Item #68, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums 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 of the Agreement shall be changed from June 1, 2024, to June 1, 2025.
2. Effective Date of Amendment: This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.
3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.



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

TOWN OF COLEBROOK

By Timothy F. Stevens
Timothy Stevens, Town Manager

STATE OF NEW HAMPSHIRE
COUNTY OF COOS

On this the 2nd day of April, before the undersigned officer, personally appeared Timothy F. Stevens 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.

Jolene M. Martunas
My Commission Expires: 10/19/2027

Jolene M. Martunas
NOTARY PUBLIC
State of New Hampshire
My Commission Expires 10/19/2027

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By: Robert R. Scott
Robert R. Scott, Commissioner

Approved by Attorney General this 3 day of May 2024, as to form, substance and execution.

OFFICE OF ATTORNEY GENERAL

K. Allen Bracks

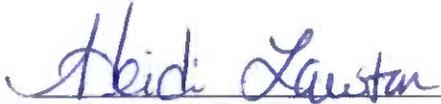
Certificate of Vote of Authorization

Town of Colebrook
17 Bridge St. Colebrook, NH 03576

I, Heidi Lawton of the Town of Colebrook do hereby certify that at a meeting held on April 25, 2022, the Town of Colebrook voted to enter into a Drinking Water & Groundwater Trust Fund (DWGTF) grant agreement with the New Hampshire Department of Environmental Services to fund a Drinking Water improvement project.

The Town of Colebrook further authorized the Town Manger (currently Timothy F. Stevens) to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Heidi Lawton, Administrative Assistant of The Town of Colebrook, this 1st day of April 2024.



Heidi Lawton, Administrative Assistant

STATE OF NEW HAMPSHIRE
COUNTY OF COOS, SS.

On this 2nd day of April 2024, Jolene Martunas, Notary Public, before me the undersigned Officer, personally appeared Heidi Lawton, who acknowledged to be the Administrative Assistant of the Town of Colebrook, being authorized to do so, 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: 10/19/2027

Jolene M. Martunas
NOTARY PUBLIC
State of New Hampshire
My Commission Expires 10/19/2027



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

Participating Member: Town of Colebrook 17 Bridge Street Colebrook, NH 03576		Member Number: 143	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:		
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <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"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2023	7/1/2024	Combined Single Limit (Each Accident)	\$2,000,000	
			Aggregate	\$10,000,000	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	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"/> Property (Special Risk includes Fire and Theft)	7/1/2023	7/1/2024	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000	

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

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
State of New Hampshire Department of Environmental Services 29 Hazen Drive, PO Box 95 Concord, NH 03302-0095			Date: 4/2/2024 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

November 1, 2022

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

APPROVED G & C

DATE 7 December 2022

ITEM # 68

REQUESTED ACTIONS

1. Authorize the Department of Environmental Services to award a grant to the Town of Colebrook, NH (VC# 177375-B002) in the amount not to exceed \$419,000 for Colebrook's Alternate Water Supply Project that includes locating and installing two new wells, a well siting study, and completion of components necessary to connect the supply wells to the water system under the provisions of RSA 485:F, effective upon Governor & Council approval through June 1, 2024. 100% Drinking Water and Groundwater Trust Fund.

Funding is available in the following account:

03-44-44-444010-7428-073-500580

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

FY 2023

\$419,000

2. Authorize the Department of Environmental Services to approve a loan agreement with the Town of Colebrook, NH (VC#177375-B002) in the amount not to exceed \$428,000 to finance Colebrook's Alternate Water Supply Project that includes locating and installing two new wells, a well siting study, and completion of components necessary to connect the supply wells to the water system under the provisions of RSA 485:F and N.H. Code of Administrative Rules Env-Dw 1300 et seq. effective upon Governor & Council approval. 100% Drinking Water and Groundwater Trust Fund.

Funding is available in the following account:

03-44-44-444010-7428-301-504059

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

FY 2023

\$428,000

EXPLANATION

The Town of Colebrook requested \$847,000 in funding from NHDES for their \$1,397,000 Alternate Water Supply Project. NHDES, through the Drinking Water and Groundwater Trust Fund (DWGTF) has agreed with the town to provide the requested \$847,000 in combination grant and loan. The remaining \$550,000 will be contributed from the town, for a total project cost of \$1,397,000.

In the event these funds become no longer available, general funds will not be requested to support this program.

We respectfully request your approval of this item.

STATE
MEMO



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 Department of Environmental Services		1.2. State Agency Address 29 Hazen Drive, P.O. Box 95 Concord, NH 03302-0095	
1.3. Grantee Name Town of Colebrook		1.4. Grantee Address 17 Bridge Street Colebrook NH 03576	
1.5 Grantee Phone # 603-388-2115	1.6. Account Number 03-44-44-444010-7428-073	1.7. Completion Date June 1, 2024	1.8. Grant Limitation \$ 419,000
1.9. Grant Officer for State Agency Erin Holmes (erin.l.holmes@des.nh.gov)		1.10. State Agency Telephone Number (603) 271-8321	
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>[Signature]</i>		1.12. Name & Title of Grantee Signor 1 Greg Placy Chair, Board of Selectmen	
Grantee Signature 2 <i>[Signature]</i>		Name & Title of Grantee Signor 2 SUZANNE COLLINS, SELECTMAN	
Grantee Signature 3 <i>[Signature]</i>		Name & Title of Grantee Signor 3 Raymond Goinca Selectman	
1.13. State Agency Signature(s) <i>[Signature]</i>		1.14. Name & Title of State Agency Signor(s) Robert R. Scott, Commissioner Department of Environmental Services	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: <i>[Signature]</i> Assistant Attorney General, On: 11/21/22			
1.16. Approval by Governor and Council (if applicable) By: _____ On: 1/1			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

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.

EFFECTIVE DATE, COMPLETION OF PROJECT.

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").

GRANT AMOUNT, LIMITATION ON AMOUNT, VOUCHERS, PAYMENT.

5. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.1. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.2. The manner of, and schedule of payment shall be as 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 5.3 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.

5.3. 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.

5.4. Notwithstanding anything in this Agreement to the contrary, and notwithstanding the Grantee shall comply with all 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.

COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.

6. 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.

RECORDS AND ACCOUNTS.

7. 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.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency 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.

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.

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, documents, all whether finished or unfinished.

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.

No data shall be subject to copyright in the United States or any other country by anyone other than the State.

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.

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, 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.

CONDITIONAL NATURE OF AGREEMENT.

11. 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. Failure to perform the Project satisfactorily or on schedule; or

11.1.1 Failure to submit any report required hereunder; 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, 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 damage 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.

TERMINATION.

12. 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 later than fifteen (15) days after the date of termination, a report (herein referred to as the "Termination Report") describing in detail all Project performed, and the Grant Amount earned, to and including the date of termination.

12.1. In the event of Termination under paragraphs 10 or 12.4 of these provisions, the approval of such a Termination Report by the State shall relieve the Grantee from any and all liability for damages sustained 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 Grantee or the State may terminate this Agreement without cause upon thirty (30) days written notice to the other party.

12.3. No officer, member of employee of the State of New Hampshire, and no representative, officer or employee of the State of New Hampshire, performing, who exercises any functions or responsibilities in the review

12.4. No officer, member of employee of the State of New Hampshire, performing, who exercises any functions or responsibilities in the review

CONFLICT OF INTEREST.

13. No officer, member of employee of the State of New Hampshire, performing, who exercises any functions or responsibilities in the review

Grantee Initials
Date

- 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 in the 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 *[Signature]*
 Date 9/14/22

EXHIBIT A

SPECIAL TERMS & CONDITIONS

1. Project-related changes to the Scope of Services outlined in Exhibit B require NHDES approval in advance and if applicable as determined by NHDES, may require approval by the Drinking Water and Groundwater Advisory Commission and a grant amendment subject to approval by the Governor and Executive Council.
2. Work must be completed and request for reimbursement must be made by the completion date listed on the grant agreement (section 1.7).

EXHIBIT B

SCOPE OF SERVICES

Town of Colebrook

The Town of Colebrook will use the grant funds to locate and install two (2) new water supply wells to meet the current and anticipated demand. Grant funds will be used to replace existing water supply wells including a well siting study, test wells, permitting, and completion of production well drilling. Additionally, grant funds will be used to complete the design, permitting and bidding for Phase II components necessary to connect the supply wells to the water system.

As a requirement of this grant funding, the Town of Colebrook is required to develop and adhere to an asset maintenance and renewal plan for the funded improvements and provide documentation supporting compliance with this requirement.

This Agreement consists of the following documents: Exhibits A, B, C, and attachments, which are all incorporated herein by reference as if fully set forth herein.

EXHIBIT C

METHOD OF PAYMENT

The NHDES shall pay to the Grantee the total reimbursable program costs up to \$419,000 for eligible drinking water improvement costs in accordance with the following requirements:

Reimbursement requests for program costs shall be made no more than once per calendar month by the Grantee using the Drinking Water and Groundwater Trust Disbursement form as supplied by the NHDES, which shall be completed and signed by the Grantee. The disbursement form shall be

Grantee Initials

Date

[Handwritten Signature]
9/12/2020

accompanied by proper supporting documentation based upon direct costs. The Grantee will maintain adequate documentation to substantiate all Program related costs. All work shall be performed to the satisfaction of the NHDES before payment is made.

This grant is combined with a Drinking water and Groundwater Trust Fund (DWGTF) loan of \$428,000 and a contribution of \$550,000 from the Town. To the greatest extent practicable, Town funds shall be fully disbursed prior to disbursing DWGTF grant funds. In concert with the Town of Colebrook's DWGTF loan of \$428,000, each grant disbursement will be paid 49% of eligible expenses as grant funds and 51% loan funds. The total reimbursement shall not exceed the DWGTF grant award of \$419,000.

Grantee Initials

Date

[Handwritten Signature]
9/12/2022



**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

INSERT WATER SYSTEM NAME/TOWN
INSERT SYSTEM/TOWN ADDRESS, TOWN, NH ZIP CODE

I, Greg Placy of the Town of Colebrook, N.H. do hereby certify that at a meeting held on March 8, 2022, the residents of the Town of Colebrook voted to enter into a grant agreement with the New Hampshire Department Environmental Services to fund a water system improvement project.

The Town of Colebrook further authorized the Town Manager, James O'Gorman to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Greg Placy, Selectman of the Town of Colebrook, N.H. of
, the 04 day of October 2022..

Greg Placy Signature: *Greg Placy*
STATE OF NEW HAMPSHIRE, County of Coos

On this 04 day of October 2022, Melanie Fogg, before me (Notary Public) the undersigned Officer, personally appeared. Mr. Greg Placy, who acknowledged himself to be the Selectman (TITLE) of Town of Colebrook, N.H. Water System , 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.
Melanie Fogg
Notary Public Melanie Fogg. My commission expires: July 11, 2023



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 (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials' Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

Participating Member: Town of Colebrook 17 Bridge Street Colebrook, NH 03576	Member Number: 143	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
--	------------------------------	--

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory	Limits May Apply If Not
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <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"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

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

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
New Hampshire Department of Environmental Services 29 Hazen Dr PO Box 95 Concord, NH 03302			Date: 7/11/2022 mpurcell@nhprimex.org
			Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

STATE OF NEW HAMPSHIRE
DRINKING WATER AND GROUNDWATER TRUST FUND
TOWN OF COLEBROOK, NEW HAMPSHIRE
(Project No. DWGT-75)

ORIGINAL LOAN AGREEMENT

I. This Agreement is between the State of New Hampshire Drinking Water and Groundwater Trust Fund Loan Program (State) and the Town of Colebrook, New Hampshire (Loan Recipient) in accordance with RSA 485-F and New Hampshire Code of Administrative Rules Env-Dw 1300 (Rules) for the purpose of financing, to the extent of the aggregate amount of funds transferred (Disbursements) to the Loan Recipient made hereunder, the (Project) now being undertaken by the Loan Recipient. The Project is described in Exhibit A. The Loan Recipient shall abide by all of the requirements of RSA 485:F and the Rules.

II. The State agrees to loan to the Loan Recipient, and the Loan Recipient agrees to repay to the State, in accordance with the terms of this Agreement, the principal sum of **Four Hundred Twenty-Eight Thousand and 00/100 Dollars (\$428,000) (Principal Sum)** or such lesser amount as shall equal the aggregate of Disbursements made hereunder by the State to the Loan Recipient. In addition to the principal sum, the Loan Recipient agrees to pay the applicable interest accrued as described in Paragraphs III, V, and VI. Any Disbursement or other payment from the State to the Loan Recipient is contingent upon the availability of funds.

III. Disbursements shall be made on a periodic basis, as requested by the Loan Recipient, but not more frequently than monthly, subject to the approval of the amount of each Disbursement by the State. The State shall approve the amount requested if it determines that the costs covered by the request are eligible under the Rules, as applicable, and consistent with the purposes of RSA485-F

1 and with the project application as approved by the N.H. Drinking Water and Groundwater
2 Advisory Commission. Such approval shall be within the sole discretion of the State but shall not
3 be unreasonably withheld. The total reimbursement shall not exceed the loan amount of \$428,000.
4 Interest on each Disbursement shall accrue on the outstanding principal balance from the date of
5 the Disbursement at the rate of 1% per annum computed on the basis of 30-day months and 360-
6 day years until the date of Substantial Completion of the Project or the date of Scheduled
7 Completion as noted in Paragraph VI, whichever is earlier. At the option of the Loan Recipient,
8 such interest may be paid (1) prior to the commencement of Loan repayment, (2) at the time of the
9 first Loan repayment, or (3) by adding the charges to the outstanding principal Loan balance so
10 long as the Loan Recipient's authority to borrow is not exceeded.

11
12 IV. The aggregate of the Disbursements shall be consolidated by a Promissory Note (Note) of the
13 Loan Recipient in a Supplemental Loan Agreement issued under and in accordance with the
14 applicable provisions of this Agreement and the Municipal Finance Act, RSA 33, as amended and
15 supplemented, including the provisions of RSA 485-F. The Note shall be substantially in the form
16 of Exhibit B.

17
18 V. The interest rate applicable to the Note will be 1.57%.

19
20 VI. The Loan Recipient hereby authorizes the State to compute the payments of principal and
21 interest on the Note. The principal shall be paid in full within twenty (20) years from the date of
22 the Note. Note payments shall commence within one year of the Substantial Completion date of
23 the Project or the Scheduled Completion date of the project, whichever is earlier. The Scheduled
24 Completion date is hereby determined to be **June 1, 2024**; however, should the project experience

1 an excusable delay, an extension may be granted by the Commissioner of the Department of
2 Environmental Services upon request in writing by the Loan Recipient.

3
4 VII. The Loan Recipient reserves the right to prepay, at any time and without penalty, all or any
5 part of the outstanding principal or interest of the Note.

6
7 VIII. In the event of a default in the full and timely remittance of any Note payment, any State
8 Grant funds payable to the Loan Recipient under RSA 486-A may be offset against and applied to
9 the payment of any obligations that are due hereunder. The Loan Recipient agrees to be liable for
10 all costs of collection, legal expenses, and attorney's fees incurred or paid by the State in enforcing
11 this Agreement or in collecting any delinquent payments due hereunder.

12
13 IX. No delay or omission on the part of the State in exercising any right hereunder shall operate
14 as a waiver of such right or of any other right under this Agreement. A waiver on any one occasion
15 shall not be construed as a bar to any right and/or remedy on any future occasion.

16
17 X. The Loan Recipient agrees to comply, and to require all of its contractors to comply, with all
18 applicable state requirements contained in the Rules and applicable state and federal laws:

19
20 XI. The Loan Recipient is required to develop an asset maintenance and renewal plan for the
21 assets(s) being funded under the loan or incorporate the funded asset(s) into an existing asset
22 management plan. At a minimum the plan must include a commitment to asset management,
23 financing and implementation strategy and an inventory of the funded asset(s).

24

1 XII. The Loan Recipient agrees to permit an authorized representative of the State of New
2 Hampshire to have access to and the right to:

3
4 (i) Examine any of the Loan Recipient's, the contractor's or any subcontractor's
5 records that pertain to and involve transactions relating to this Agreement, the
6 Construction Contract, the Engineering Contract, or a subcontract thereunder; and

7
8 (ii) Interview any officer or employee regarding such transactions.
9

10 The Loan Recipient shall insert subparagraphs (i). and (ii). into the Construction Contract and
11 require the Contractor to insert subparagraphs (i). and (ii). into all subcontracts thereunder.
12

13 XIV. The effective date of this Agreement shall be the date of its approval by the Governor and
14 Executive Council. This Agreement may be amended, waived, or discharged only by a written
15 instrument signed by the parties hereto and only after approval of such amendment, waiver, or
16 discharge by the Governor and Executive Council.
17

18 XV. This Agreement shall be construed in accordance with the laws of the State of New
19 Hampshire and is binding upon and inures to the benefit of the parties and their respective
20 successors. The parties hereto do not intend to benefit any third parties and, consequently, the
21 Agreement shall not be construed to confer any such benefit.
22

23 XVI. This Agreement, which may be executed in a number of counterparts, each of which shall
24 be deemed an original, constitutes the entire agreement and understanding between the parties

1 and supersedes all prior agreements and understandings relating thereto. Nothing herein shall be
2 construed as a waiver of sovereign immunity; such immunity being hereby specifically reserved.
3
4
5

6 STATE OF NEW HAMPSHIRE by:

TOWN OF COLEBROOK,

7

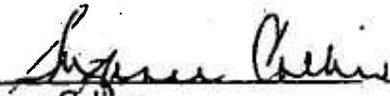
NEW HAMPSHIRE by:

8

 11/3/22
Date
Robert R. Scott
Commissioner
Department of Environmental Services

 9/14/2022
Date
Greg Placy
Chairman of the Selectboard
Town of Colebrook

10

 9/12/2022
Date
Suzanne Collins
Selectboard Member
Town of Colebrook

11

12

13

 9/10/2022
Date
Ray Gorman
Selectboard Member
Town of Colebrook

14

15

16

17

18 This Agreement was approved by Governor and Executive Council on _____
19 _____ as Item No. _____
20

19

20

EXHIBIT A

**STATE OF NEW HAMPSHIRE
DRINKING WATER AND GROUNDWATER TRUST FUND**

PROJECT DESCRIPTION

The TOWN OF COLEBROOK has applied for a Loan to locate and install two (2) new water supply wells to meet the current and anticipated demand. Loan funds will be used to replace existing water supply wells including a well siting study, test wells, permitting, and completion of production well drilling. Additionally, loan funds will be used to complete the design, permitting and bidding for Phase II components necessary to connect the supply wells to the water system.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

EXHIBIT B
STATE OF NEW HAMPSHIRE
DRINKING WATER AND GROUNDWATER TRUST FUND

PROMISSORY NOTE AND REPAYMENT SCHEDULE

The TOWN OF COLEBROOK, New Hampshire (Loan Recipient) promises to pay to the Treasurer of the State of New Hampshire the principal sum of _____ Dollars (_____) in installments on (Month, Day) in each year as set forth below, with interest on the entire unpaid balance payable on the first principal payment date and annually, thereafter, at the rate of ____% per annum, computed on the basis of 30-day months and 360-day years, in the respective years set forth below.

REPAYMENT SCHEDULE

<u>Payment Date</u>	<u>Principal Payment</u>	<u>Interest Payment</u>	<u>Total Payment</u>
---------------------	--------------------------	-------------------------	----------------------

1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			

1 12
2 13
3 14
4 15
5 16
6 17
7 18
8 19
9 20
10

11 This Promissory Note (Note) is issued under and by virtue of the New Hampshire
12 Municipal Finance Act, an agreement duly entered into by the Loan Recipient and the Drinking
13 Water and Groundwater Trust Fund and is issued for the purpose of financing the cost of the
14 Project as described in Exhibit A of the Supplemental Loan Agreement (Agreement).

15
16 The Loan Recipient reserves the right to prepay, at any time and without penalty, all or
17 any part of the outstanding principal or interest on this Note.

18
19 The terms and provisions of the Agreement are hereby incorporated in and made a part of
20 this Note to the same extent as if said terms and provisions were set forth in full herein.

21
22 It is hereby certified and recited that all acts, conditions, and things required to be done
23 precedent to and in the issuing of this Note have been done, have happened, and have been
24 performed in regular and due form and, for the payment hereof when due, the full faith and credit
25 of the Loan Recipient are hereby irrevocably pledged.

1 IN WITNESS whereof the Loan Recipient has caused this Note to be signed by the Town
2 of Colebrook, Town Manager, on the date below.

3

4 TOWN OF COLEBROOK, NEW HAMPSHIRE by:

5

6

7

_____	_____
Greg Placy	Date
Chairman of the Selectboard	
Town of Colebrook	

8

9

10

11

_____	_____
Suzanne Collins	Date
Selectboard Member	
Town of Colebrook	

13

14

15

_____	_____
Ray Gorman	Date
Selectboard Member	
Town of Colebrook	

17

18

19

20

21

22

23



**DRINKING WATER INFRASTRUCTURE PROJECT
AUTHORITY TO BORROW FOR
PUBLICLY OWNED ENTITIES**



Drinking Water State Revolving Fund (DWSRF), Drinking Water & Groundwater Trust Fund (DWGTF), and
PFAS Remediation Loan Fund (PFAS-RLF)

Env-Dw 1100; Env-Dw 1300; Env-Dw 1400

The warrant article/resolution must indicate the authority to raise, appropriate, and spend the requested funds and must include the full loan amount(s).

Part 1: AUTHORITY TO FILE AND DESIGNATION OF AUTHORIZED REPRESENTATIVE

WHEREAS, the Town of Colebrook, NH after thorough consideration of the nature of its drinking water system needs, hereby determines that the construction of certain works, generally described as: improvements to upgrade current water system including finding new well sources for the Town is desirable and in the public interest, and to that end it is necessary to apply for assistance from the Drinking Water and Groundwater Trust Fund (DWGTF); and

WHEREAS, the Applicant has examined and duly considered the provisions of RSA 486:14; RSA 485-H or RSA 485-F and the New Hampshire Code of Administrative Rules noted above, which relate to loans from the State of New Hampshire and deems it to be in the public interest to file a loan application and to authorize other actions in connection therewith;

NOW, THEREFORE, BE IT RESOLVED BY Town of Colebrook, NH, the governing body of said Applicant, as follows:

1. That the person holding the position of Town Manager currently held by James H. O'Gorman is hereby designated as the Authorized Representative of the Applicant for the purpose of filing an application for a loan in accordance with New Hampshire Code of Administrative Rules noted above, furnishing such information, data, documents and disbursements pertaining to the applicant for a loan as may be required; and otherwise to act as the authorized representative of the Applicant in connection with the loan application.
2. That the Applicant agrees to repay the loan as stipulated in the loan agreement.
3. That a certified copy of this resolution be included as part of the application to be submitted for a loan.
4. That persons holding the following position(s) at the time of loan execution are authorized to sign the loan agreement binding the Applicant to the terms and conditions of the loan.

Greg Placy, Chairman of Town Selectbaord
Suzanne Collins, Selectboard Member
Ray Gorman, Selectboard Member

5. That the Applicant agrees to make provisions for assuming proper and efficient operation and maintenance of the facilities after completion of the construction thereof.

VOTED:

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

I certify that said vote has not been amended or repealed and remains in full force and effect as of the date of this Certification and that James H. O'Gorman is the Town Manager of the City/Town of Colebrook, N.H..

Date: October 4, 2022

ATTEST:

Greg Placy, Chairman, Selectboard of Town of Colebrook, N.H..



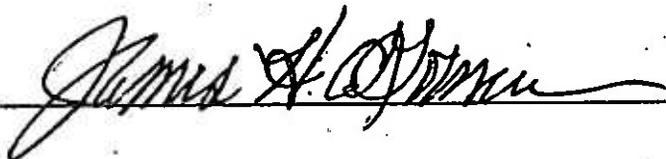
Part 2: CERTIFYING AUTHORIZATION TO BORROW

I, the undersigned, the duly qualified and acting Town Manager of the Town of Colebrook, N.H. herein called the Applicant and keeper of the records of the Applicant, including the journal of the proceedings of the Town of Colebrook, N.H. herein called the Governing Body do hereby certify:

1. That the attached resolution is a true and correct copy of the resolution as finally adopted at a meeting of the Governing Body held on the 25th day of April, 2022, and duly recorded in my office;
2. That said meeting was duly convened and held in all respects in accordance with law and to the extent required by law, due and proper notice of such meeting was given; and a legal quorum was present throughout the meeting; and a legally sufficient number of members of the governing body voted in the proper manner and for the adoption of said resolution; that all other requirements and proceedings under the law incident to the proper adoption or passage of said resolution including publication, if required, have been duly fulfilled, carried out, and otherwise observed; and that I am authorized to execute this certificate;
3. That if an impression of the seal has been affixed below, it constitutes the official seal of the Applicant and this Certificate is hereby executed under such official seal; but if no seal has been affixed, the Applicant does not have an official seal;

IN WITNESS WHEREOF, I have hereunto set my hand this 4th day of October, 2022.

If the Applicant has an official Seal, impress below.



James H. O'Gorman

Town Manager