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The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

133

July 29, 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 **RETROACTIVELY** amend a Drinking Water and Groundwater Trust Fund grant (PO# 1073835) to the Town of Epping, NH (VC# 177517-B003), by extending the completion date to December 31, 2024, from June 1, 2024, effective upon Governor & Council approval. No additional funding is involved in this time extension. The original grant was approved by Governor and Council on May 6, 2020, Item #123 and amended on June 29, 2022, Item #125. 100% Drinking Water and Groundwater Trust Fund.

EXPLANATION

We are requesting **RETROACTIVE** approval of this amendment in order to provide the Town of Epping additional time to complete the agreed upon scope of services for water system improvements. The project timeline extended longer than originally anticipated due to delayed shipping of an electrical component required for the booster pump station. This request is retroactive because the Town did not communicate the need for more time until after the grant had expired. Extension of the completion date to December 31, 2024, will allow the Town of Epping the time necessary to finish the project and submit the required reports to NHDES.

To date, $2,983,167 of the grant award of $3,120,425 has been spent. In the event these funds become no longer available, General Funds will not be requested to support this project. This amendment has been approved by the Attorney General's Office as to form, substance, and execution.

We respectfully request your approval of this item.

Robert R. Scott
Commissioner

NHDES Website: www.des.nh.gov
P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095
Telephone: (603) 271-2513 • Fax: (603) 271-5171 • TDD Access: Relay NH 1-800-735-2964

Grant Agreement with Town of Epping
Drinking Water and Groundwater Trust Fund Grant
Amendment No. 2

This Agreement (hereinafter called the Amendment) 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 Town of Epping acting by and through its Town Administrator, Jake Roger (hereinafter referred to as the Grantee).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on May 6, 2020, and amended on June 29, 2022, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, The Grantee and the State have agreed to amend the Agreement in certain respects;

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

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:

   (A) The Completion Date as set forth in sub-paragraph 1.6 of the Agreement shall be changed from June 1, 2024, to December 31, 2024.

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 EPPING

By _____
Jake Roger, Town Administrator

STATE OF NEW HAMPSHIRE
COUNTY OF Rockingham

On this the 28 day of June, before the undersigned officer, personally appeared Jake Roger 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.

Joyce A Blanchard

JOYCE A. BLANCHARD
State of New Hampshire
Notary Public
My Commission Expires Feb 3, 2026

My Commission Expires:

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By: _____
Robert R. Scott, Commissioner

Approved by Attorney General this 7th day of August 2024, as to form, substance and execution.

OFFICE OF ATTORNEY GENERAL

Melissa Fales

NEW HAMPSHIRE DEPARTMENT OF Environmental Services

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 EPPING
157 MAIN ST, EPPING, NH 03042

1. I, Dennis Koch (name/title) of the Town of Epping do hereby certify that at a meeting held on March 23, 2020, the Town of Epping voted to accept the Drinking Water and Groundwater Trust Fund (DWGTF) grant and enter into a grant agreement with the New Hampshire Department Environmental Services to fund a Drinking Water Infrastructure improvement project.

2. The Town of Epping further authorized the Jake Roger, Town Administrator, to execute any documents which may be necessary to effectuate this grant agreement.

3. IN WITNESS WHEREOF, I have hereunto set my hand as Public Works Com. (title) of the Town of Epping, the 25 (day) day of June, 2024 (month and year).

   Print: Dennis Koch Signature: D Koch

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4. On this 25 (day) day of June (month/year), 2024 (notary name), before me (Notary Public) the undersigned Officer, personally appeared. Dennis Koch (name), who acknowledged themselves to be the Public Works Com (title) of the Town of Epping, 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: Michele K. Murphy My commission expires: 3/9/2027

OFFICIAL SEAL
MICHELE K. MURPHY
NOTARY PUBLIC - NEW HAMPSHIRE
My Comm. Expires March 9, 2027

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

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Town of Epping 157 Main Street Epping, NH 03042	167	NH Public Risk Management Exchange - Primex³ 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:*	
X **General Liability (Occurrence Form)**	7/1/2023	7/1/2024	Each Occurrence	$2,000,000
Professional Liability (describe)	7/1/2024	7/1/2025	General Aggregate	$10,000,000
☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
X **Automobile Liability** Deductible Comp and Coll: $1,000	7/1/2023 7/1/2024	7/1/2024 7/1/2025	Combined Single Limit (Each Accident)	$ 2,000,000
☐ Any auto			Aggregate	$ 10,000,000
X **Workers' Compensation & Employers' Liability**	1/1/2024	1/1/2025	X Statutory	
			Each Accident	$2,000,000
			Disease – Each Employee	$2,000,000
			Disease – Policy Limit	
X **Property (Special Risk includes Fire and Theft)**	7/1/2023 7/1/2024	7/1/2024 7/1/2025	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: $1,000

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

CERTIFICATE HOLDER:	☐ **Additional Covered Party**	☐ **Loss Payee**	**Primex³ – NH Public Risk Management Exchange**
			By: *Mary Beth Purcell*
State of New Hampshire Department of Environmental Services 29 Hazen Drive, PO Box 95 Concord, NH 03302-0095			Date: 6/25/2024 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

June 2, 2022

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

APPROVED G & C
DATE 29 June 2022
ITEM # 125

REQUESTED ACTION

Authorize the Department of Environmental Services to amend a Drinking Water and Groundwater Trust Fund grant (PO #1073835) to the Town of Epping, NH (VC# 177517-B003) by increasing the grant amount by $2,340,425 to $3,120,425 from $780,000 for construction of a new water treatment plant and water system improvements and extending the completion date to June 1, 2024 from June 1, 2023, effective upon Governor & Council approval through June 1, 2024. The original grant was approved by Governor and Council on May 6, 2020, Item #123. 100% Drinking Water and Groundwater Trust Fund.

Funding is available in the following account:

	FY 2022
03-44-44-444010-7428-073-500580	$2,340,425

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

EXPLANATION

NHDES is requesting approval of this amendment to provide the Town of Epping additional funds and time to complete the agreed-upon scope of services. The Town of Epping is utilizing a combination of Drinking Water State Revolving Fund (DWSRF) loan funds, MtBE Settlement Funds, Drinking Water and Groundwater Trust Funds (DWGTF), a federal grant through the Community Development Block Grant (CDBG) and town funds to complete construction of a new water treatment plant and extend the water distribution system. The water treatment plant upgrades are complete and were funded by the MtBE Settlement Funds, the DWSRF loan and CDBG grant. The town is now working to complete construction of the water main extension.

The water main extension phase of the project has grown significantly since the original DWGTF grant was approved by the Drinking Water and Groundwater Advisory Commission (Advisory Commission) in 2019, resulting in an increase in project cost. During the final design development, 54 additional properties were identified that needed to be connected. These properties are at a higher elevation requiring additional water main upgrades and a new booster pump station. To fund the expanded project scope, the MtBE Settlement Funds contribution increased, and the town increased their local contribution. On December 13, 2021, the Advisory Commission approved a $2,340,425 increase to the DWGTF grant for the necessary improvements.

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P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095
Telephone: (603) 271-2513 • Fax: (603) 271-5171 • TDD Access: Relay NH 1-800-735-2964

To ensure the most efficient use of the DWGTF grant funds with the other funding sources, NHDES is requesting an amendment of the manner in which the funds are disbursed outlined in Exhibit B. The amendment will allow the town to be paid 100% of eligible expenses as grant funds for each disbursement not to exceed the total grant amount of $3,120,425. The completion date is also being extended to allow the town additional time to complete the project. Final design plans are expected in July 2022, and the project is anticipated to be bid and construction to start in the fall 2022. To date, none of the grant funds have been spent.

If trust funds become no longer available, general funds will not be requested to support this program. This amendment has been approved by the Attorney General's Office as to form, substance, and execution.

We respectfully request your approval of this item.

Robert R. Scott
Commissioner

Grant Agreement with the Town of Epping
Drinking Water and Groundwater Trust Fund Grant
Amendment No. 1

This Agreement (hereinafter called the Amendment) dated this 2nd day of June, 2022, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the State) and the Town of Epping acting by and through the Town Administrator, Gregory Dodge (hereinafter referred to as the Grantee).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on May 6, 2020, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and.

WHEREAS, The Grantee and the State have agreed to amend the Agreement in certain respects.

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

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:

   (A) The Completion Date as set forth in sub-paragraph 1.6 of the Agreement shall be changed from June 1, 2023, to June 1, 2024.

   (B) The Grant Limitation as set forth in sub-paragraph 1.8 of the Agreement shall be changed from $780,000 to $3,120,425.

   (C) The grant award as set forth in the third paragraph of Exhibit B shall be changed from $780,000 to $3,120,425.

   (D) Disbursement request payments as set forth in the third paragraph of Exhibit B shall be changed from 10% to 100% grant funds not to exceed $3,120,425.

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 Epping

By _____

Gregory C. Dodge, Town Administrator

STATE OF NEW HAMPSHIRE
COUNTY OF Rockingham

On this the 19 day of April 2022 before the undersigned officer, personally appeared Gregory C. Dodge 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.

Joyce A Blanchard

JOYCE A. BLANCHARD
State of New Hampshire
Notary Public
My Commission Expires Feb 3, 2026

My Commission Expires:

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By: _____ 6/2/22

Robert R. Scott, Commissioner Date

Approved by Attorney General this 6th day of June 2022 as to form, substance, and execution.

OFFICE OF ATTORNEY GENERAL

_____

NEW HAMPSHIRE DEPARTMENT OF Environmental Services

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 EPPING PUBLIC WATER SYSTEM
157 Main Street, Eppiong, NH 03042

I, Dennis Koch, Public Works Coordinator of the Town of Epping do hereby certify that at a meeting held on March 23.2020, the Town of Epping Board of Selectmen voted to enter into a Drinking Water and Groundwater Trust Fund (DWGTF) grant agreement with the New Hampshire Department Environmental Services to fund a water system improvement project.

The Town of Epping further authorized the Gregory C. Dodge, Town Administrator to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Public Works Coordinator of the Town of Epping, the 19th day day of April, 2022.

Dennis Koch Signature: D. Koch
STATE OF NEW HAMPSHIRE, County of Rockingham

On this 19th day of April, 2022, Joyce A. Blanchard, before me (Notary Public) the undersigned Officer, personally appeared. Gregory C. Dodge, who acknowledged himself to be the Town Administrator (TITLE) of the Town of Epping, 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. Joyce A Blanchard 4/19/22

Notary Public Joyce A. Blanchard My commission expires:

JOYCE A. BLANCHARD
State of New Hampshire
Notary Public
My Commission Expires Feb 3, 2026

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Town of Epping 157 Main Street Epping, NH 03042	167	NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
X General Liability (Occurrence Form) Professional Liability (describe) ☐ Claims Made ☐ 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)	
X Automobile Liability Deductible Comp and Coll: $1,000 ☐ Any auto	7/1/2022	7/1/2023	Combined Single Limit (Each Accident)	$ 5,000,000
			Aggregate	$ 5,000,000
X Workers' Compensation & Employers' Liability	1/1/2022	1/1/2023	X Statutory	$2,000,000
			Each Accident	$2,000,000
			Disease – Each Employee	
			Disease – Policy Limit	
X Property (Special Risk includes Fire and Theft)	7/1/2022	7/1/2023	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: $1,000

Description: Proof of Primex Member coverage only. Pollution and hazardous waste related liabilities, expenses and claims are excluded from coverage in the coverage document. The Participating Member will advise of cancellation no less than 15 days prior.

CERTIFICATE HOLDER: ☐ Additional Covered Party ☐ Loss Payee	Primex³ – NH Public Risk Management Exchange
State of New Hampshire NH Dept. of Environmental Services 29 Hazen Rd. PO Box 95 Concord, NH 03302-0095	By: Mary Beth Purcell Date: 6/7/2022 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

April 17, 2020

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

APPROVED G & C
DATE 6 May 2020
ITEM # 123

REQUESTED ACTIONS

1. Authorize the Department of Environmental Services to award a grant to the Town of Epping (VC#177517-B003), Epping, NH, in the amount not to exceed $780,000 for a new water treatment plant and water system improvements under the provisions of RSA 485:F, effective upon Governor & Council approval through June 1, 2023. 100% Drinking Water and Groundwater Trust Fund.

   Funding is available in the following account:

	FY 2020
03-44-44-442010-3904-073-500580 Dept. Environmental Services, Drinking Water and Groundwater Trust, Grants Non-Federal	$780,000

2. Authorize the Department of Environmental Services to approve a loan agreement with the Town of Epping (VC#177517-B003), Epping, NH, in the amount not to exceed $3,500,000 to finance a new water treatment plant and water system improvements under the provisions of RSA 486:14 and N.H. Code of Administrative Rules Env-Dw 1100 et seq. effective upon Governor & Council approval. 100% Drinking Water State Revolving Loan Fund (DWSRF) Repayment Funds.

   Funding is available in the following account:

	FY 2020
03-44-44-441018-4791-301-500833 Dept. Environmental Services, DWSRF Loan Repayments, Loans	$3,500,000

EXPLANATION

The Town of Epping requested a total of $8,822,072 in funding from NHDES for a new drinking water treatment plant and water system improvements. NHDES, through three programs, the Drinking Water and Groundwater Trust Fund (DWGTF), the Drinking Water State Revolving Loan Fund (DWSRF) and MtBE Settlement Funds has arranged with the Town to provide the full $8,822,072 in a combination of grant and loan funds.

DES Website: www.des.nh.gov
P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095
Telephone: (603) 271-2513 • Fax: (603) 271-5171 • TDD Access: Relay NH 1-800-735-2964

The Town requested grant funding through the DWGTF in 2019. The Town's request for $780,000 was approved by the Advisory Commission on December 9, 2019. The final grant amount will be based on the total funds disbursed, and may be less than the approved amount. This grant agreement has been approved by the Attorney General's Office as to form, substance and execution. This is 100% Drinking Water and Groundwater Trust Funds.

The remaining $8,042,072 will be divided; $4,542,072 in a combination of MtBE Settlement funds and local funds, and a $3,500,000 DWSRF loan to finance the balance of the new water treatment plant and water system improvements. The final loan amount will be based on the total DWSRF funds disbursed, and may be less than $3,500,000. The loan interest rate may be adjusted downward if the DWSRF loan rate in effect upon project completion is less than the current rate of 1.7040%. The Town is eligible for principal forgiveness under the 2019 DWSRF Intended Use Plan. The amount of principal forgiveness will be determined when the aggregate principal amount is established and the project is complete. There is currently a balance of $11,458,460 in the DWSRF available for new loans. Attached is a tabulation of the DWSRF showing the effect of this loan on the funds available for loans.

We respectfully request your approval of this item.

Robert R. Scott
Commissioner

DEPARTMENT OF ENVIRONMENTAL SERVICES
WATER DIVISION

DRINKING WATER STATE REVOLVING FUND

Supplemental information to Governor and Council request of the loan agreement(s) under RSA 486:14 and N.H. Code of Administrative Rules Env-Dw 1100 et seq. for the public water system(s) listed below.
This request will affect the balance of the loan funds as follows.

	REPAYMENT
Repayment Account (Balance as of 4/4/20)	$11,458,460
Less Loans Previously Approved	$0
Funds Available for Loans	$11,458,460
New Loans Being Requested	
Town of Epping Water and Sewer (Project#: 0761010-02)	(3,500,000)
Net Change to Loan(s)	(3,500,000)
Balance Available After G & C Approval	$7,958,460

Subject: Town of Epping

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification.

1.1 State Agency Name NH Department of Environmental Services		**1.2 State Agency Address** 29 Hazen Drive, Concord, NH 03301	
1.3 Grantee Name Town of Epping		**1.4 Grantee Address** 157 Main Street, Epping, NH 03042	
1.5 Effective Date Upon Governor & Council Approval	**1.6 Completion Date** June 1, 2023	**1.7 Audit Date** N/A	**1.8 Grant Limitation** $780,000.00
1.9 Grant Officer for State Agency Erin Holmes, Drinking Water & Groundwater Trust Fund, NH Department of Environmental Services		**1.10 State Agency. Telephone Number** 603-271-8321	
1.11 Grantee Signature		**1.12 Name & Title of Grantee Signor** Gregory C. Dube Town Administrator	

1.13 Acknowledgment: State of NH **, County of** Rockingham

On 3/23/2020 **before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.**

1.13.1 Signature of Notary Public or Justice of the Peace

[SEAL] Joyce A Blanchard

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

Joyce A Blanchard

JOYCE A. BLANCHARD
State of New Hampshire
Notary Public
My Commission Expires Feb 10, 2021

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

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

By: **On:** 4/15/2020

1.17 Approval by the Governor and Executive Council

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"), pursuant to RSA 21-O, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as the "Effective Date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as the "Completion Date").

5. **GRANT AMOUNT: LIMITATION ON AMOUNT: PAYMENT.**

5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80.7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete, compensation to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities, which shall impose any obligations, or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions

8. **PERSONNEL.**

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform such Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3 The Grantee officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grantee Officer, and his/her decision on any dispute, shall be final.

9. **DATA: RETENTION OF DATA: ACCESS.**

9.1 As used in this Agreement, the word data shall mean all information and things developed or obtained during the performance of, or acquired or developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

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

9.4 On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. **EVENT OF DEFAULT: REMEDIES.**

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default").

11.1.1 failure to perform the Project satisfactorily or on schedule; or

11.1.2 failure to submit any report required hereunder; or

11.1.3 failure to maintain, or permit access to, the records required hereunder, or

11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

11.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 give the Grantee a written notice specifying the Event of 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 ("Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

Grantee Initials MD
Date 3/23/2020

12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

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

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

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

15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee of Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

17. **INSURANCE AND BOND.**

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $2,000,000 for bodily injury or death any one incident, and $500,000 for property damage in any one incident, and

17.2 The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation of modification of the policy earlier than ten (10) days after written notice the of has been received by the State.

18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. **NOTICE.** Any notice by a party hereto the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Grantee Initials YLD
Date 3/23/2020

EXHIBIT A
SCOPE OF SERVICES

Town of Epping:

The Town of Epping will use the grant funds to design and construct a new 435-gallon per minute drinking water treatment plan to address iron, manganese, and arsenic levels in the Epping Crossing drinking water wells and a 17,000-foot water main extension. Grant funds will be used in conjunction with other funding programs to complete the design, public bidding, construction, and engineering oversight of the construction contract for the project.

The Town is required to develop and adhere to an asset maintenance and renewal plan for the funded improvements and provide documentation that the funded assets have been incorporated into the existing Asset Management Program.

EXHIBIT B
BUDGET & PAYMENT METHOD

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

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

This grant is combined with a New Hampshire Drinking Water State Revolving Fund loan and other funding sources. Each disbursement request will be paid 10% of eligible expenses as grant funds not to exceed $780,000 of DWGTF grant funds. Requests for grant funds will be no more than monthly.

EXHIBIT C
SPECIAL PROVISIONS

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

Grantee Initials AD
Date 3/23/2020

Certificate of Vote of Authorization

TOWN OF EPPING PUBLIC WATER SYSTEM
157 Main Street, Epping, NH 03042

I, Joyce A. Blanchard, Town Secretary, (NAME/TITLE) of the Town of Epping (WATER SYSTEM/TOWN) do hereby certify that at a meeting held on March 23, 2020, (DATE) the Town of Epping Board of Selectmen (governing body) voted to enter into a Drinking Water and Groundwater Trust Fund grant agreement with the NH Department Environmental Services to fund a water system improvement project.

The Town of Epping (WATER SYSTEM/TOWN) further authorized Gregory C. Dodge, Town Administrator (NAME/TITLE) to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Town Secretary (TITLE) of Town of Epping, (WATER SYSTEM NAME/TOWN) the 23 day of March 2020.

Signature Joyce A Blanchard

STATE OF NEW HAMPSHIRE County of Rockingham

On this 23 day of March, 2020, before me Joyce A Blanchard (Notary Public) the undersigned Officer, personally appeared. Gregory C. Dodge, who acknowledged himself to be the Town Administrator (TITLE) of the Town of Epping, (WATER SYSTEM NAME/TOWN), being authorized so to do, execute the foregoing instrument for the purpose therein contained.

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

JOYCE A. BLANCHARD
State of New Hampshire
Notary Public
My Commission Expires Feb 10, 2021

Notary Public Joyce A Blanchard My commission expires: _____

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member	*Member Number*	*Company Affording Coverage*
Town of Epping 157 Main Street Epping, NH 03042	167	NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply (if Noted)	
X General Liability (Occurrence Form) Professional Liability (describe) ☐ Claims Made ☐ Occurrence	7/1/2019	7/1/2020	Each Occurrence	$5,000,000
			General Aggregate	$5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
X Automobile Liability Deductible Comp and Coll: $1,000 ☐ Any auto	7/1/2019	7/1/2020	Combined Single Limit (Each Accident)	$ 5,000,000
			Aggregate	$ 5,000,000
X Workers' Compensation & Employers' Liability	1/1/2020	1/1/2021	X Statutory	$2,000,000
			Each Accident	$2,000,000
			Disease – Each Employee	
			Disease – Policy Limit	
X Property (Special Risk Includes Fire and Theft)	7/1/2019	7/1/2020	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: $1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	☐ Additional Covered Party	☐ Loss Payee	Primex³ – NH Public Risk Management Exchange
State of New Hampshire NH Dept. of Environmental Services 29 Hazen Rd. PO Box 95 Concord, NH 03302-0095			By: Mary Beth Purcell Date: 3/11/2020 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax