



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

93



November 18, 2024

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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to approve the assumption of Drinking Water loans and State Aid grants from the Conway Village Fire District to the Town of Conway, Conway, NH under the provisions of RSA 486 and N.H. Code of Administrative Rules Env-Dw 1100 et seq. effective upon Governor & Council approval.

EXPLANATION

On March 14, 2023 the Conway Village Fire District (District) voted to dissolve the District and to turn all of its assets and debt over to the Town of Conway effective January 1, 2025. On April 9, 2024 the Town of Conway voted to adopt the provisions of NH RSA Chapter 149-I pertaining to sewers to enable the Town and Selectboard to operate and maintain the Sewer System and also the Sewer Department that will become part of the Department of Public Works on January 1, 2025; and the provisions of NH RSA Chapter 38 pertaining to water to enable the Town and Selectboard to operate and maintain the existing Conway Village Fire District plant for water and also the Water Department that will become part of the Department of Public Works on January 1, 2025.

The District has two Drinking Water State Revolving Loan Fund (DWSRF) loans, two Drinking Water State Aid grants and two Wastewater State Aid grants. The Town will assume the DWSRF loans with existing terms and conditions for the remainder of the terms outlined in Exhibits 1-C, 1-D, 2-B and 2-C. The Town will assume the State Aid grants with existing terms and conditions for the remainder of the terms outlined in Exhibits A-2, B-2, C-2 and D-2.

We respectfully request your approval of this item.


Robert R. Scott
Commissioner

**ACKNOWLEDGEMENT OF DISSOLUTION OF CONWAY VILLAGE FIRE DISTRICT
AND ASSUMPTION OF ITS DEBT BY THE TOWN OF CONWAY AND AGREEMENT TO ASSUME
OBLIGATIONS OF CONWAY VILLAGE FIRE DISTRICT**

WHEREAS, in accordance with RSA 52:21, any village district and any other district in existence having the rights and powers of a village district, may, at an annual meeting, by a two-thirds vote of its legal voters, terminate its existence and dispose of its corporate property, and

WHEREAS, on March 14, 2023, the Conway Village Fire District (the "District"), by a two-thirds vote of its legal voters, determined to dissolve the District, and to turn over all of its assets and debt over to the Town of Conway effective January 1, 2025; and

WHEREAS, the Town of Conway has agreed to accept all of the District's assets and debts effective January 1, 2025; and

WHEREAS, on April 9, 2024, the Town of Conway, at its annual meeting, within Warrant Article 47, voted to adopt the provisions of NH RSA Chapter 149-I pertaining to sewers "to enable the Town and Selectboard to operate and maintain the Sewer System and also the Sewer Department that will become part of the Department of Public Works on January 1, 2025;" and

WHEREAS, on April 9, 2024, the Town of Conway, at its annual meeting, within Warrant Article 48, voted to adopt the provisions of NH RSA Chapter 38 pertaining to water "to enable the Town and Selectboard to operate and maintain the existing Conway Village Fire District plant for water and also the Water Department that will become part of the Department of Public Works on January 1, 2025;" and

WHEREAS, in accordance with RSA 52:21, upon the dissolution of the District, all of the District's property, real and personal, contained within the former boundaries of the District remains subject to taxation and betterment assessments for the purpose of paying any unpaid bonds, notes, bills or other obligations incurred while the District was in existence, in the same manner as if the District had not been dissolved, and

WHEREAS, in accordance with RSA 52:21, the Selectmen of the Town of Conway shall assess taxes and betterment assessments in the same manner as if the District had not been dissolved and have the duty, authority, and power to pay such bonds, notes, bills or other obligations after the moneys received from such taxes and assessments, and

WHEREAS, the District entered into a Wastewater State Aid Grant (C-848) for \$2,582,267.00, most recent amendment approved February 11, 2015, with the New Hampshire Department of Environmental Services (the "NHDES"), a copy of which is attached hereto as Exhibit A-1, of which \$1,466,187.00 will be outstanding as of January 1, 2025, and

WHEREAS, attached hereto as Exhibit A-2 is the schedule of payments remaining on the Grant scheduled to be paid by the NHDES to the Town, consistent with the above-referenced Grant Agreement, after December 31, 2024, and

WHEREAS, the District entered into a Wastewater State Aid Grant (C-867) for \$3,845,246.00, most recent amendment approved June 19, 2019, with the NHDES, a copy of which is attached hereto as Exhibit B-1, of which \$2,426,915.00 will be outstanding as of January 1, 2025, and

WHEREAS, attached hereto as Exhibit B-2 is the schedule of payments remaining on the Grant scheduled to be paid by the NHDES to the Town, consistent with the above-referenced Grant Agreement, after December 31, 2024, and

WHEREAS, the District entered into a Drinking Water State Aid Grant (06-0511010) for \$1,105,375, approved on June 21, 2006, with the NHDES, a copy of which is attached hereto as Exhibit C-1, of which \$519,762.50 will be outstanding as of January 1, 2025, and

WHEREAS, attached hereto as Exhibit C-2 is the schedule of payments remaining on the Grant scheduled to be paid by the NHDES to the Town, consistent with the above-referenced Grant Agreement, after December 31, 2024, and

WHEREAS, the District entered into a Drinking Water State Aid Grant (14-0511010) for \$249,739, approved on April 9, 2014, with the NHDES, a copy of which is attached hereto as Exhibit D-1, of which \$139,277.39 will be outstanding as of January 1, 2025, and

WHEREAS, attached hereto as Exhibit D-2 is the schedule of payments remaining on the Grant scheduled to be paid by the NHDES to the Town, consistent with the above-referenced Grant Agreement, after December 31, 2024, and

WHEREAS, together the grant agreements referenced above shall be known as the "Grant Agreements."

NOW THEREFORE, BE IT ACKNOWLEDGED AND AGREED BY THE TOWN OF CONWAY AND NHDES THAT:

1. The Town acknowledges that as of January 1, 2025, it will assume all of the State Aid Grant awards of the District from the NHDES under the referenced Grant Agreements and that it is the successor to the Conway Village Fire District for the Grant Agreements.
2. The Town shall be bound by the terms and obligations within the Grant Agreements and agrees to undertake the actions required by the Grant Agreements in order to receive any NHDES reimbursements. NHDES shall pay any reimbursements under the Grant Agreement to the Town, as successor of the Conway Village Fire District and transferee of the Grant Agreements, consistent with the applicable Grant Agreements.
3. A true copy of these presents shall be sent to the New Hampshire Department of Environmental Services. The Town shall also provide a Certificate of Authority to NHDES documenting its authority to enter this agreement and execute this document.

Adopted at a regular meeting of the Board of Selectmen of the Town of Conway, New Hampshire, held on the day of November 12, 2024

By all, or a majority of, its Board of Selectmen.

Mary Carey Seavey
Carl / Phibbs
Jon Collier
Stan Patis
JJ

ATTEST:

[Signature]
Town Clerk - Deputy

New Hampshire Department of Environmental Services

[Signature]
Robert R. Scott
Commissioner

11/25/24
Date

Exhibit A-1

Amendment G&C Approval: February 11, 2015

Original G&C Approval: July 23, 2014

Conway Village Fire District

STATE AID GRANT C-848

SEWERAGE IMPROVEMENTS PROGRAM: Phase I, Phase IA, and I/I

Final State Aid Grant Amortization Schedule

Fiscal Year	Principal	Interest	Total
2014	\$29,767	\$58,125	\$87,892
2015	\$42,480	\$56,847	\$99,327 *
2016	\$40,896	\$63,783	\$104,679
2017	\$42,162	\$62,184	\$104,346
2018	\$43,482	\$60,518	\$104,000
2019	\$44,858	\$58,780	\$103,638
2020	\$46,293	\$56,967	\$103,260
2021	\$47,791	\$55,077	\$102,868
2022	\$49,352	\$53,105	\$102,457
2023	\$50,981	\$51,049	\$102,030
2024	\$52,679	\$48,904	\$101,583
2025	\$54,451	\$46,667	\$101,118
2026	\$56,298	\$44,334	\$100,632
2027	\$58,225	\$41,901	\$100,126
2028	\$60,235	\$39,363	\$99,598
2029	\$62,331	\$36,716	\$99,047
2030	\$64,517	\$33,956	\$98,473
2031	\$66,797	\$31,077	\$97,874
2032	\$69,174	\$28,075	\$97,249
2033	\$71,655	\$24,943	\$96,598
2034	\$74,241	\$21,677	\$95,918
2035	\$76,939	\$18,271	\$95,210
2036	\$79,753	\$14,719	\$94,472
2037	\$82,687	\$11,013	\$93,700
2039	\$85,748	\$7,149	\$92,897
2039	\$88,715	\$3,117	\$91,832
2040	\$11,443	\$0	\$11,443
Total	\$1,553,950	\$1,028,317	\$2,582,267

Payment Due

FY 2014 - 2015: August

FY 2016 - 2040: February

* \$87,892 paid August 2014; \$11,435 to be paid March 2015.

Exhibit A-1

Amendment G&C Approval: February 11, 2015
 Original G&C Approval: July 23, 2014

Conway Village Fire District

STATE AID GRANT C-848
 SEWERAGE IMPROVEMENTS PROGRAM: Phase I, Phase IA, and I/I

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Payment Due

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The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Beth Malcolm



Thomas S. Burack, Commissioner

January 23, 2015

Her Excellency, Governor Margaret Wood Hassan
 and The Honorable Council
 State House
 Concord, New Hampshire 03301

APPROVED G&C
 DATE 2/11/15
 ITEM # 45

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to amend the state aid grant awards for wastewater facility projects, under the provisions of RSA 486, for the following eight entities listed below in the aggregate amount of \$2,483,607, effective upon Governor and Council approval. Funding is 100% General Funds.

Applicant	G&C Approval Date & Item #	Vendor Code	Current Grant	Grant Increase	Amended Grant
Amherst, Town of	2/28/14 #50A	177351 B002	\$88,871	\$54,000	\$142,871
Amherst, Town of	3/12/14 #37	177351 B002	\$115,733	\$43,200	\$158,933
Conway Village Fire District	5/8/14 #62	177213 B001	\$2,284,949	\$297,318	\$2,582,267
Hudson, Town of	5/8/14 #63	177415 B001	\$97,085	\$11,995	\$109,080
Jaffrey, Town of	3/26/14 #53	177416 B001	\$4,186,535	\$1,483,261	\$5,669,796
Lebanon, City of	5/8/14 #62	177422 B002	\$762,121	\$89,252	\$851,373
North Conway Water Precinct	5/8/14 #61	154445 B001	\$1,053,021	\$19,215	\$1,072,236
Piermont, Town of	2/28/14 #50A	160102 B001	\$97,308	\$95,417	\$192,725
Tilton, Town of	5/8/14 #63	177488 B002	\$879,070	\$389,949	\$1,269,019
TOTAL			\$9,564,693	\$2,483,607	\$12,048,300

Funding is available in the account as follows:

	<u>FY 2015</u>	<u>After FY 2015</u>
03-44-44-442010-1003-073-500580	\$103,050	\$2,380,557
Dept. of Environmental Services, State Aid Grants, Grants-Non Federal		

EXPLANATION

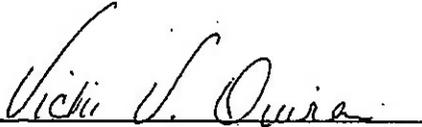
The wastewater state aid grant (SAG) funds being requested provide financial assistance to NH communities to off-set the eligible costs of planning, engineering design, and construction costs of certain sewage disposal facilities. Over the term of the debt service, which will range from 5 to 30

Her Excellency, Governor Margaret Wood Hassan
and The Honorable Council
January 23, 2015
Page 2 of 2

years, the state will reimburse the entities for 20% to 30% of the eligible costs incurred during the design and construction of the wastewater facilities plus a proportionate share of interest on borrowing for the project. Some project costs qualify for an additional 10-30% SAG ("SAG Plus") for components related to septage and sludge handling and treatment facilities.

In November 2008 funding for new wastewater state aid grants was postponed as part of a cost reduction measure to address significant state revenue shortfalls. Eligible project applications were placed on a "Delayed and Deferred" list until funding was appropriated in the state's Operating Budget for fiscal years 2014-2015. Additional grant eligible costs have been identified for the 9 the Delayed and Deferred projects represented in this request. Information regarding these projects is shown in Exhibit A.

We respectfully request your approval.



Thomas S. Burack
Commissioner

DEPARTMENT OF ENVIRONMENTAL SERVICES
WATER DIVISION – WASTEWATER ENGINEERING BUREAU

STATE AID GRANTS
(03-44-44-442010-1003-073)

The effect of this request on appropriated funds is shown below:

	<u>2015</u>
FY 2015 Appropriation	\$7,006,698
Plus Carryover From FY 14	\$1,004,066
Total Available for Payments in FY 2015	<u>\$8,010,764</u>
Less: Scheduled Payments	\$6,087,081
Less: Budget Reduction	\$1,400,434
Balance Available	<u>\$523,249</u>
Less: Previous Requests	\$420,095
Less: Current Request	
C-798 Amherst - Baboosic Lake Phase 2	\$3,600
C-821 Amherst - Baboosic Lake Phase 3	\$2,880
C-848 Conway Village Fire District	\$11,435
C-840 Hudson - Ottarnic Pond Sewer Installation	\$2,399
C-824 Jaffrey - WWTF Upgrade	\$61,799
C-844 Lebanon	\$3,188
C-850 North Conway Water Precinct	\$641
C-799 Piermont - WWTF Upgrade	\$3,181
C-841 Tilton - Lochmere Village Project	\$13,927
Total	<u>\$103,050</u>
Balance Available	\$104

EXHIBIT A

Supplemental information to the preceding Governor and Executive Council request for approval of State Aid Grants for sewage disposal facilities under RSA 486.

Municipality: Amherst, NH

State Grant Number: C-798

Project: Baboosic Lake Phase II Community Wastewater System

Description: Design and construction of municipal subsurface wastewater treatment facility and sewerage for the Phase II Baboosic Lake area.

Grant Eligible Project Costs: \$180,000

Grant Award: 30% of eligible costs (\$54,000)

Grant Term: 15 years

Application Received: 12/12/2008

Municipality: Amherst, NH

State Grant Number: C-821

Project: Baboosic Lake Phase 3: Community Wastewater System

Description: Design and construction of Phase 3 of sewer system to replace failing septic systems in the vicinity of Baboosic Lake to protect water quality.

Grant Eligible Project Costs: \$144,000

Grant Award: 30% of eligible costs (\$43,200)

Grant Term: 15 years

Application Received: 12/14/2010

EXHIBIT A (Cont.)

Municipality: Conway Village Fire District, Conway, NH

State Grant Number: C-848

Project: Phase I & IA Water & Wastewater Improvements & Infiltration/Inflow Rehabilitation

Description: Study, design and construction for sewers and pump stations in the vicinity of Route 16 and development of an Inter-municipal Agreement with North Conway Water Precinct to share costs for wastewater treatment.

Grant Eligible Project Costs: \$991,059 .

Grant Award: 30% of eligible costs (\$297,318)

Grant Term: 26 years

Application Received: 6/14/2011

EXHIBIT A (Cont.)

Municipality: Hudson, NH

State Grant Number: C-840

Project: Ottarnic Pond Sewer Installation

Description: Construction of new sewers to replace marginal and failing septic systems surrounding Ottarnic Pond in the Town of Hudson.

Grant Eligible Project Costs: \$59,974

Grant Award: 20% of eligible costs (\$11,995)

Grant Term: 5 years

Application Received: 10/26/2009

EXHIBIT A (Cont.)

Municipality: Jaffrey, NH

State Grant Number: C-824

Project: Wastewater Treatment Facility Upgrade

Description: Study, design and construction of advanced wastewater treatment facility for phosphorus removal.

SAG Eligible Project Costs: \$4,682,286

SAG Plus Eligible Project Costs: \$561,258

Grant Award: TOTAL: \$1,483,261
SAG: 30% of eligible costs (\$1,404,685)
SAG Plus: 14% of eligible costs (\$78,576)

Grant Term: 24 years

Application Received: 12/3/2009

EXHIBIT A (Cont.)

Municipality: Lebanon, NH

State Grant Number: C-844

Project: Combined Sewer Overflow Contracts 1, 2, 3 and Contract 4 Design

Description: Design and construction in accordance with the long term control plan for separation of combined sewers on: Davis, Church, Valley and Pine Street (Contract 1); Water, South, Abbott, Chestnut, Perley, Calvin, College, Spring and Lewis Street (Contract 2); and in the vicinity of Granite and Hough Street and at combined sewer outfalls A, B and C (Contract 3 and Contract 4 Design).

Grant Eligible Project Costs: \$446,260

Grant Award: 20% of eligible costs (\$89,252)

Grant Term: 28 years

Application Received: 11/4/2008

EXHIBIT A (Cont.)

Municipality: North Conway Water Precinct, Conway, NH

State Grant Number: C-850

Project: Contract 005 - US Route 302 & NH Route 16 Water & Sewer Improvements

Description: Design and construction of sewers on Route 16 from Artist Falls Road to Route 16A.

Grant Eligible Project Costs: \$64,050

Grant Award: 30% of eligible costs (\$19,215)

Grant Term: 30 years

Application Received: 8/27/2010

EXHIBIT A (Cont.)

Municipality: Piermont, NH

State Grant Number: C-799

Project: Wastewater Treatment Facility Upgrade

Description: Design and construction project to abandon the existing sand filters and the effluent surface water discharge to Eastman Brook and to dispose of the wastewater via an upgraded subsurface disposal system.

Grant Eligible Project Costs: \$318,056

Grant Award: 30% of eligible costs (\$95,417)

Grant Term: 30 years

Application Received: 2/13/2009

EXHIBIT A (Cont.)

Municipality: Tilton, NH

State Grant Number: C-841

Project: Lochmere Village Project

Description: Design and construction of eight and ten-inch sewers, wastewater pumping stations, four-inch force mains, building services and appurtenances in the Lochmere Village area of Tilton along the shore of Lake Winnisquam.

Grant Eligible Project Costs: \$1,949,744

Grant Award: 20% of eligible costs (\$389,949)

Grant Term: 27 years

Application Received: 3/9/2010



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Beth Malcolm



Thomas S. Burack, Commissioner

April 21, 2014

Her Excellency, Governor Margaret Wood Hassan
 and The Honorable Council
 State House
 Concord, New Hampshire 03301

APPROVED G & C

DATE 5/8/14

ITEM # 62

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to award grant aid funds, under the provisions of RSA 486, to the following three entities in the aggregate amount of \$3,885,942 for wastewater facility projects, effective upon Governor and Council approval. 100% General Funds.

Applicant	Vendor Code	Grant Amount
Lebanon, City of	177422 B002	\$762,121
Keene, City of	177417 B002	\$838,872
Conway Village Fire District	177213 B001	\$2,284,949

Funding is available in the account as follows:

	<u>FY 2014</u>	<u>FY 2015</u>	<u>After FY 2015</u>
03-44-44-442010-1003-073-500580	\$260,914	\$230,073	\$3,394,955
Dept. of Environmental Services, State Aid Grants, Grants-Non Federal			

EXPLANATION

The funds being requested are part of a wastewater state aid grant (SAG) program that provides financial assistance in the form of grants to NH communities to off-set the eligible costs of planning, engineering design, and construction costs of certain sewage disposal facilities. Over the term of the debt service, which will range from 5 to 30 years, the state will reimburse the entities for 20% to 30% of the eligible costs incurred during the design and construction of the wastewater facilities plus a proportionate share of interest on borrowing for the project. In addition, some project costs qualify for an additional 10-30% SAG ("SAG Plus") for components related to septage and sludge handling and treatment facilities.

In November 2008 funding for new state aid grants, including wastewater facility grants, was postponed as part of a cost reduction measure to address significant state revenue shortfalls. A total of 103 applications for wastewater facility grants were affected. These projects were placed on a "Delayed and Deferred" list until funding was available. Funds for Delayed and Deferred wastewater facility grants were appropriated in the state's Operating Budget for fiscal years 2014-2015. The wastewater facility grants in this request represent 5 of the Delayed and Deferred projects. Additional information regarding these projects is shown in Exhibit A.

We respectfully request your approval.

Thomas S. Burack
 Thomas S. Burack
 Commissioner

DEPARTMENT OF ENVIRONMENTAL SERVICES
WATER DIVISION – WASTEWATER ENGINEERING BUREAU

STATE AID GRANTS
(03-44-44-42010-1003-073)

The effect of this request on appropriated funds is shown below:

Fiscal Year		2014
Appropriation		\$7,523,938
Less: Scheduled Payments		\$3,091,196
Balance Available		\$4,432,742
Less: Previous Requests		\$2,911,763
Less: Concurrent (5/7/14) Request		\$155,366
Less: Current Request		
C-844	Lebanon - CSO CONTRACTS 1, 2, 3, DESIGN 4	\$59,787
C-845	Keene - 2007 Sewer Manhole Installation Project	\$27,011
C-846	Keene - 2008 Sewer Manhole Installation Project	\$32,627
C-847	Keene - 2008 Infrastructure Project	\$53,597
		\$113,235
C-848	Conway Vill. Fire Dist. - Ph I & IA Water & WW Improvements & I/I Rehab	\$87,892
Total		\$260,914
Balance Available		\$1,104,699

Exhibit A-2

Town of Conway

STATE AID GRANT C-848

SEWERAGE IMPROVEMENTS PROGRAM: Phase I, Phase IA, and I/I

Final State Aid Grant Amortization Schedule - Payments Remaining

Payment Date	Principal	Interest	Total
2/1/2025	54,451	46,667	101,118
2/1/2026	56,298	44,334	100,632
2/1/2027	58,225	41,901	100,126
2/1/2028	60,235	39,363	99,598
2/1/2029	62,331	36,716	99,047
2/1/2030	64,517	33,956	98,473
2/1/2031	66,797	31,077	97,874
2/1/2032	69,174	28,075	97,249
2/1/2033	71,655	24,943	96,598
2/1/2034	74,241	21,677	95,918
2/1/2035	76,939	18,271	95,210
2/1/2036	79,753	14,719	94,472
2/1/2037	82,687	11,013	93,700
2/1/2038	85,748	7,149	92,897
2/1/2039	88,715	3,117	91,832
2/1/2040	<u>11,443</u>	<u>0</u>	<u>11,443</u>
Total	1,063,209	402,978	1,466,187

Exhibit B-1

Amendment G&C Approval: June 19, 2019
 Original G&C Approval: October 25, 2017

Conway Village Fire District

STATE AID GRANT C-867
 Wastewater Improvements, Phase II

Final State Aid Grant Amortization Schedule

Fiscal Year	Principal	Interest	Total
2018	\$55,972	\$18,607	\$74,579
2018	\$39,157	\$18,244	\$57,401
2019	\$39,524	\$17,877	\$57,401
2019	\$174,931	\$17,506	\$192,437
2020	\$107,786	\$17,132	\$124,918
2020	\$40,646	\$16,754	\$57,400
2021	\$108,545	\$16,373	\$124,918
2021	\$41,412	\$15,989	\$57,401
2022	\$109,318	\$15,601	\$124,919
2022	\$42,192	\$15,209	\$57,401
2023	\$110,105	\$14,813	\$124,918
2023	\$42,987	\$14,414	\$57,401
2024	\$110,908	\$14,011	\$124,919
2024	\$43,796	\$13,604	\$57,400
2025	\$111,725	\$13,193	\$124,918
2025	\$44,621	\$12,779	\$57,400
2026	\$112,558	\$12,361	\$124,919
2026	\$45,462	\$11,939	\$57,401
2027	\$113,406	\$11,512	\$124,918
2027	\$46,319	\$11,082	\$57,401
2028	\$114,271	\$10,648	\$124,919
2028	\$47,191	\$10,210	\$57,401
2029	\$115,151	\$9,767	\$124,918
2029	\$48,080	\$9,321	\$57,401
2030	\$116,049	\$8,870	\$124,919
2030	\$48,986	\$8,415	\$57,401
2031	\$116,963	\$7,956	\$124,919
2031	\$49,908	\$7,492	\$57,400
2032	\$117,894	\$7,024	\$124,918
2032	\$50,849	\$6,552	\$57,401
2033	\$118,843	\$6,075	\$124,918
2033	\$51,806	\$5,594	\$57,400
2034	\$119,810	\$5,108	\$124,918
2034	\$52,782	\$4,618	\$57,400
2035	\$120,795	\$4,123	\$124,918
2035	\$53,777	\$3,624	\$57,401
2036	\$121,799	\$3,120	\$124,919
2036	\$54,790	\$2,611	\$57,401
2037	\$122,822	\$2,097	\$124,919
2037	\$55,822	\$1,579	\$57,401
2038	\$123,864	\$1,055	\$124,919
2038	\$56,238	\$527	\$56,765
	<hr/>	<hr/>	<hr/>
	\$3,419,860	\$425,386	\$3,845,246

Payment Due - July & January
 * Includes Lump Sum Payments



The State of New Hampshire
Department of Environmental Services

Beth Malcolm



Robert R. Scott, Commissioner

May 29, 2019

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

APPROVED G & C
DATE 6/19/19
ITEM # 180

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES), under the provisions of RSA 486, to amend wastewater state aid grant awards for the following four entities by increasing the grant awards in the aggregate amount of \$2,747,536, as detailed in the table below, effective upon Governor and Council approval. Funding is 100% General Funds.

Applicant	G&C Approval Date & Item #	Vendor Code	Current Grant	Grant Increase	Amended Grant
Berlin, City of	11/8/17 #58	177362 B003	\$3,319,716	\$788,110	\$4,107,826
Conway Village Fire District	10/25/17 #30	177213 B001	\$2,427,367	\$1,417,879	\$3,845,246
Lebanon, City of	11/8/17 #58	177422 B002	\$3,162,945	\$74,687	\$3,237,632
Nashua, City of	1/10/18 #39	177441 B006	\$7,157,093	\$466,860	\$7,623,953

Funding is available in the account as follows:

	<u>FY 2019</u>	<u>After FY 2019</u>
03-44-44-442010-1003-073-500580	\$254,864	\$2,492,672
Dept. of Environmental Services, State Aid Grants, Grants-Non Federal		

EXPLANATION

Wastewater state aid grant (SAG) funds provide financial assistance to NH communities to offset the eligible costs of planning, engineering and construction of certain sewage disposal facilities. Over the term of the debt service, which will range from 5 to 30 years, the state will reimburse the entity for 20% to 30% of the eligible costs incurred during the design and construction of the wastewater facilities, plus a proportionate share of interest on borrowing for the project.

Senate Bill 57 (2017 Session) established an appropriation to provide grants to eleven communities for nineteen completed water pollution control projects. Additional grant eligible costs have been identified for the projects represented in this request. Attached is a tabulation of the State Aid Grant showing the effect of this action on appropriated funds. Additional information regarding these projects is shown in Exhibit A.

We respectfully request your approval.


Robert R. Scott, Commissioner

DEPARTMENT OF ENVIRONMENTAL SERVICES
WATER DIVISION – WASTEWATER ENGINEERING BUREAU

STATE AID GRANTS
(03-44-44-442010-1003-073)

The effect of this request on appropriated funds is shown below:

		<u>2019</u>
	FY 2019 Appropriation	\$4,205,815
	Plus Carryover From FY 18	<u>\$2,129,880</u>
	Total Available for Payments in FY 2019	\$6,335,695
	Less: Scheduled Payments	<u>\$6,002,533</u>
	Balance Available	\$333,162
	Less: Current Request	
C-871	Berlin	\$65,674
C-867	Conway Village Fire District	\$135,036
C-874	Lebanon	\$7,468
C-880	Nashua	<u>\$46,686</u>
	Total	\$254,864
	Balance Available	\$78,298

EXHIBIT A

Supplemental information to the preceding Governor and Executive Council request for approval of State Aid Grants for sewage disposal facilities under RSA 486.

Municipality: Berlin, NH

State Grant Number: C-871

Project: WWTF Upgrade Phase 2

Description: The project included the design, bidding and construction phase engineering services and construction of the Phase 2 Wastewater Treatment Facility Upgrade.

Grant Eligible Project Costs: \$20,539,132

Grant Award: 20% of eligible costs (\$4,107,826)

Grant Term: 24 years

Application Received: 10/31/16

Municipality: Conway Village Fire District, Conway, NH

State Grant Number: C-867

Project: Sewerage Improvements Program Phase II

Description: Wastewater improvements to the North and South Systems and Wastewater Treatment Facility improvements.

Grant Eligible Project Costs: \$12,817,485

Grant Award: 30% of eligible costs (\$3,845,246)

Grant Term: 21 years

Application Received: 7/22/16

EXHIBIT A (Cont.)

Municipality: Lebanon, NH

State Grant Number: C-874

Project: WWTF and Energy Evaluation Improvements, Phase 2

Description: The project included the design, bidding and construction phase engineering services and construction of the WWTF and Energy Evaluation Improvements, Phase 2.

SAG Eligible Project Costs: \$16,188,160

Grant Award: 20% of eligible costs (\$3,237,632)

Grant Term: 20 years

Application Received: 6/17/15

Municipality: City of Nashua, NH

State Grant Number: C-880

Project: Wet Weather Treatment Facility

Description: The project included the design, bidding and construction phase engineering services and construction of the Wet Weather Treatment Facility.

Grant Eligible Project Costs: \$38,119,766

Grant Award: 20% of eligible costs (\$7,623,953)

Grant Term: 20 years

Application Received: 3/14/2013

Beth M. ...



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

September 29, 2017

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

APPROVED G & C
DATE 10/25/17
ITEM # 30

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to award state aid grant funds for wastewater facility projects, under the provisions of RSA 486, for the following four entities in the aggregate amount of \$4,306,043, effective upon Governor and Council approval. Funding is 100% General Funds.

Applicant	Vendor Code	Grant Amount
Claremont, City of	177373 B001	\$265,038
Conway Village Fire District	177213 B001	\$2,427,367
Enfield, Town of	160007 B001	\$858,036
Merrimack, Town of	177436 B002	\$755,602

Funding is available in the account as follows:

	<u>FY 2018</u>	<u>After FY 2018</u>
03-44-44-442010-1003-073-500580	\$249,982	\$4,056,061
Dept. of Environmental Services, State Aid Grants, Grants-Non Federal		

EXPLANATION

The wastewater state aid grant (SAG) funds requested provide financial assistance to NH communities to offset the eligible costs of planning, engineering design, and construction costs of certain sewage disposal facilities. Over the term of the debt service, which will range from 5 to 30 years, the state will reimburse the entities for 20% to 30% of the eligible costs incurred during the design and construction of the wastewater facilities plus a proportionate share of interest on borrowing for the project. Some project costs also qualify for an additional 10-30% SAG ("SAG Plus") for components related to septage handling and treatment facilities.

Senate Bill 57 established an appropriation to provide grants to eleven communities for nineteen completed water pollution control projects. The wastewater facility grants in this request represent four of the nineteen completed projects. Additional information regarding these projects is shown in Exhibit A.

We respectfully request your approval.

Robert R. Scott
Commissioner

DEPARTMENT OF ENVIRONMENTAL SERVICES
WATER DIVISION – Wastewater Engineering Bureau

STATE AID GRANTS
(03-44-44-442010-1003-073)

The effect of this request on appropriated funds is shown below:

	<u>FY 2018</u>
FY 2018 Appropriation	\$5,883,058
Plus Carryover From FY 2017	\$3,845,760
Total Available for Payments in FY 2018	<u>\$9,728,818</u>
Less: Scheduled Payments	\$5,883,058
Balance Available	<u>\$3,845,760</u>
Less: Current Request	
C-866 Claremont- Maple Ave. Sewer Improvements, Ph. 1 & 2	\$26,992
C-867 CVFD- Sewerage Improvements Program Phase II	\$131,980
C-868 Enfield- Route 4 Sewer & Water Extension Project	\$10,502
C-869 Merrimack- WWTF Dewatering System Upgrade	<u>\$80,508</u>
Total Current Requests	<u>\$249,982</u>
Balance Available	\$3,595,778

EXHIBIT A

Supplemental information to the preceding Governor and Executive Council request for approval of State Aid Grants for sewage disposal facilities under RSA 486.

Municipality: Claremont, NH

State Grant Number: C-866

Project: Maple Ave. Sewer Improvements, Ph. 1 & 2

Description: The project included the replacement of deteriorated metal sewer lines in danger of failure in the Maple Avenue area.

Grant Eligible Project Costs: \$883,461

Grant Award: 30% of eligible costs (\$265,038)

Grant Term: 10 years

Application Received: 4/10/13

Municipality: Conway Village Fire District, Conway, NH

State Grant Number: C-867

Project: Sewerage Improvements Program Phase II

Description: Wastewater improvements to the North and South Systems and Wastewater Treatment Facility improvements.

Grant Eligible Project Costs: \$8,091,223

Grant Award: 30% of eligible costs (\$2,427,367)

Grant Term: 21 years

Application Received: 7/22/16

EXHIBIT A (Cont.)

Municipality: Enfield, NH

State Grant Number: C-868

Project: Route 4 Sewer & Water Extension Project

Description: Engineering and construction for sewers in the vicinity of US Route 4.

Grant Eligible Project Costs: \$ 2,860,118

Grant Award: 30% of eligible costs (\$858,036)

Grant Term: 30 years

Application Received: 5/4/17

Municipality: Merrimack, NH

State Grant Number: C-869

Project: Wastewater Treatment Facility Dewatering System Upgrade

Description: Engineering and construction for wastewater treatment facility dewatering system upgrade.

SAG Eligible Project Costs: \$2,879,583

SAG Plus Eligible Project Costs: \$691,100

Grant Award: SAG: 20% of eligible costs (\$575,917)
SAG Plus: 26% of eligible costs (\$179,686)
TOTAL: \$755,602

Grant Term: 10 years

Application Received: 7/18/13

Exhibit B-2

Town of Conway

STATE AID GRANT C-867
Wastewater Improvements, Phase II

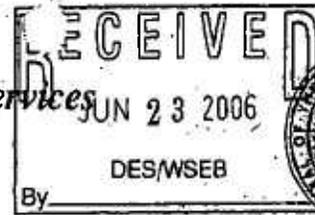
Final State Aid Grant Amortization Schedule - Payments Remaining

Payment Date	Principal	Interest	Total
1/1/2025	\$44,621	\$12,779	\$57,400
7/1/2025	\$112,558	\$12,361	\$124,919
1/1/2026	\$45,462	\$11,939	\$57,401
7/1/2026	\$113,406	\$11,512	\$124,918
1/1/2027	\$46,319	\$11,082	\$57,401
7/1/2027	\$114,271	\$10,648	\$124,919
1/1/2028	\$47,191	\$10,210	\$57,401
7/1/2028	\$115,151	\$9,767	\$124,918
1/1/2029	\$48,080	\$9,321	\$57,401
7/1/2029	\$116,049	\$8,870	\$124,919
1/1/2030	\$48,986	\$8,415	\$57,401
7/1/2030	\$116,963	\$7,956	\$124,919
1/1/2031	\$49,908	\$7,492	\$57,400
7/1/2031	\$117,894	\$7,024	\$124,918
1/1/2032	\$50,849	\$6,552	\$57,401
7/1/2032	\$118,843	\$6,075	\$124,918
1/1/2033	\$51,806	\$5,594	\$57,400
7/1/2033	\$119,810	\$5,108	\$124,918
1/1/2034	\$52,782	\$4,618	\$57,400
7/1/2034	\$120,795	\$4,123	\$124,918
1/1/2035	\$53,777	\$3,624	\$57,401
7/1/2035	\$121,799	\$3,120	\$124,919
1/1/2036	\$54,790	\$2,611	\$57,401
7/1/2036	\$122,822	\$2,097	\$124,919
1/1/2037	\$55,822	\$1,579	\$57,401
7/1/2037	\$123,864	\$1,055	\$124,919
1/1/2038	\$56,238	\$527	\$56,765
	<hr/>	<hr/>	<hr/>
	\$2,240,856	\$186,059	\$2,426,915



EXHIBIT C-1
The State of New Hampshire

Department of Environmental Services



Michael P. Nolin
Commissioner

May 4, 2006

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

APPROVED G & C

DATE 2/16/06

ITEM # 103

REQUESTED ACTION

Authorize the Department of Environmental Services to award three Regional Water System Grants and one Groundwater Investigation Grant to the following entities totaling \$1,451,550.00 to complete interconnection and groundwater investigation projects under RSA 486-A, effective upon Governor and Council approval. 100% General Funds.

Regional Water System Grants

<u>Public Water System</u>	<u>Vendor Code #</u>	<u>Grant Amount</u>
Manchester Water Works, Manchester, NH	91221	\$324,825.00
Woodsville Water and Light, Haverhill, NH	92156	\$21,350.00
Conway Village Fire District, Conway, NH	95683	\$1,074,125.00

Groundwater Investigation Grant

<u>Public Water System</u>	<u>Vendor Code #</u>	<u>Grant Amount</u>
Conway Village Fire District, Conway, NH	95683	\$31,250.00

Funding for these grants is subject to the continued appropriation of funds and budget approval as follows:

<u>Public Water Systems</u>	<u>Fiscal Year 2006</u>	<u>After Fiscal Year 2006</u>
010-044-1426-091-0515 Interconnection Grants	\$10,201.00	\$1,441,349.00

EXPLANATION

Pursuant to RSA 486-A, the Department of Environmental Services has a local assistance grant program that provides public water systems with a 25% state contribution of eligible costs incurred for the planning, design, and construction of interconnections between two or more public water systems or for the investigation of man-made contamination of well sources. Seven water systems applied and were eligible for these grants. Seven proposals were received for interconnection projects and one proposal was received for a groundwater investigation project. The proposals were evaluated and ranked based on criteria included in the statute, such as service population, public benefit, impact on user fees, and the degree to which the project conforms to local master plans. Of these proposals, three water systems provided evidence of appropriation of project funds, initiating the final criteria for approval. The Department intends to support these four projects, as well as other eligible projects in the future for which there is a local appropriation of funds.

His Excellency, Governor John H. Lynch
and the Honorable Council
May 4, 2006
Page 2 of 2

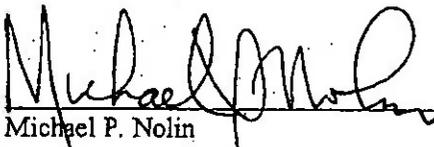
The Manchester Water Works will use its funds to improve a connection to Little Pond Estates water system in Bedford. Construction of this project will be contracted by the Town of Bedford, with reimbursement of costs from the Manchester Water Works. This improvement is needed to expand service in Bedford to additional new customers plus many which currently use private water supplies.

Woodsville Water & Light will use its funds to improve a connection to Mountain Lakes Water Department. This connection will provide an effective backup to the Mountain Lakes District water sources, which are inadequate in times of drought and peak water demand.

Conway Village Fire District will use its funds to connect to North Conway Water Precinct to provide needed backup for the existing Conway wells. The District will also investigate man-made contamination of two gravel packed wells currently in use by the Conway Village Fire District.

Since these are eligible projects and the provisions of RSA 486-A have been fully satisfied, the Water Council, at a regular meeting on April 12, 2006, adopted a resolution respectfully recommending that the Governor and Council approve said grants and authorize the payment for said grants.

We respectfully request your approval.



Michael P. Nolin
Commissioner

Attachments: Supplemental Information
Certificates of Vote of Authorization

DEPARTMENT OF ENVIRONMENTAL SERVICES

WATER DIVISION

Supplemental Information to the Governor and Executive Council request for approval of Regional Water System and Groundwater Investigation Grants under RSA 486-A.

Public Water System: Manchester Water Works

Regional Water System Grant Number: 06-1471010-01

Project: Improvement of interconnection with Little Pond Estates water system, Bedford

Description: Installation of approximately 4,600 feet of 12-inch ductile iron main and 300 feet of steel sleeve crossing Route 3A in the Town of Bedford. This project is to be constructed by the Town of Bedford, with partial reimbursement of costs from the Manchester Water Works:

Total Eligible Cost: \$1,299,300 (principal and interest); 25% grant reimbursement on 20-year payment schedule

Public Water System: Woodsville Water and Light Department

Regional Water System Grant Number: 06-1101040-01

Project: Improvement of interconnection with Mountain Lakes Water Department

Description: Replacement of pumps, relocation of chemical feed equipment, updating of emergency power to make the interconnection more reliable.

Total Eligible Cost: \$85,000; 25% reimbursement on 2-year payment schedule

Public Water System: Conway Village Fire District

Regional Water System Grant Number: 06-0511010-01

Project: Connection to North Conway Water Precinct and investigation of well contamination

Description: Interconnection: Installation of approximately 3,800 feet of ductile iron main from the terminus of the Conway Village distribution system to the North Conway Water Precinct.

Well investigation: Determination of the source of contamination of the District's two gravel packed wells located northerly of the intersection of Route 16 and the Kancamagus Highway.

Total Eligible Cost: Interconnection: \$4,296,500 (principal and interest); 25% grant reimbursement on 28-year payment schedule

Well investigation: \$125,000; 25% reimbursement on 1-year payment schedule.

SUPPLEMENTAL INFORMATION

DEPARTMENT OF ENVIRONMENTAL SERVICES

WATER DIVISION

SYSTEM INTERCONNECTION AND GROUNDWATER INVESTIGATION GRANTS

The effect of this request on appropriated funds is shown below:

Appropriation (010-044-1426-091-0515)	\$147,000.00
Less: Payments to Date:	\$ 0
Scheduled payments:	<u>\$ 11,962.50</u>
Balance	\$135,037.50
Less: Payment on this request	<u>\$ 10,201.34</u>
Available Balance	\$ 124,836.16

EXHIBIT C-2

Town of Conway

Drinking Water State Aid Grant 06-0511010

Connection to North Conway Water Precinct and Investigation of Well Contamination

Final State Aid Grant Amortization Schedule - Payments Remaining

<i>Payment Date</i>	<i>Base Payment</i>
2/1/2025	\$20,790.50
8/1/2025	\$20,790.50
2/1/2026	\$20,790.50
8/1/2026	\$20,790.50
2/1/2027	\$20,790.50
8/1/2027	\$20,790.50
2/1/2028	\$20,790.50
8/1/2028	\$20,790.50
2/1/2029	\$20,790.50
8/1/2029	\$20,790.50
2/1/2030	\$20,790.50
8/1/2030	\$20,790.50
2/1/2031	\$20,790.50
8/1/2031	\$20,790.50
2/1/2032	\$20,790.50
8/1/2032	\$20,790.50
2/1/2033	\$20,790.50
8/1/2033	\$20,790.50
2/1/2034	\$20,790.50
8/1/2034	\$20,790.50
2/1/2035	\$20,790.50
8/1/2035	\$20,790.50
2/1/2036	\$20,790.50
8/1/2036	\$20,790.50
2/1/2037	\$20,790.50
Totals	\$519,762.50

59
Brack

The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



March 27, 2014

Thomas S. Burack, Commissioner

Her Excellency, Governor Margaret Wood Hassan
 and The Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to award grant aid funds, under the provisions of RSA 486-A, to the following six entities in the aggregate amount of \$465,992 for drinking water projects, effective upon Governor and Council approval. 100% General Funds.

Applicant	Town	Vendor Code	Grant Amount
North Conway Water Precinct	Conway	154445 B001	\$125,776
Conway Village Fire District	Conway	177213 B001	\$249,739
Village Square Condominium Association	Hampstead	257933 B001	\$21,457
Lyme Water Association	Lyme	211115 B001	\$15,111
Lakes Region Water Co., Inc. (Brake Hill Acres)	Gilford	201808 B001	\$21,779
Merrimack Village District	Merrimack	160038 B001	\$32,130

Funding is available in the account as follows:

	<u>FY 2014</u>	<u>FY 2015</u>	<u>After FY 2015</u>
03-44-44-442010-1426-073-500580	\$99,533	\$41,186	\$325,273
Dept. of Environmental Services, Public Water Systems, Grants-Non Federal			

EXPLANATION

The funds being requested are part of a drinking water state aid grant (SAG) program that provides financial assistance in the form of grants to NH communities to off-set the eligible costs of planning, engineering design, and construction costs of compliance with the requirements of the surface water treatment rule of the federal Safe Drinking Water Act and the formation or improvement of regional water systems that provide a benefit to public health. Over the term of the debt service, which will range from 5 to 40 years, the state will reimburse the entities for 20% to 30% of the eligible costs incurred during the design and construction of the drinking water system improvements plus a proportionate share of interest on borrowing for the project.

In November 2008 funding for new state aid grants, including public drinking water system grants, was postponed as part of a cost reduction measure to address significant state revenue shortfalls. A total of 16 applications for public drinking water system grants were affected. These projects were placed on a "Delayed and Deferred" list until funding was available. Funds for Delayed and Deferred drinking water system grants were appropriated in the state's Operating Budget for fiscal years 2014-2015. The drinking water system grants in this request represent six of the Delayed and Deferred projects. Additional information regarding these projects is shown in Exhibit A.

We respectfully request your approval.

Thomas S. Burack

Thomas S. Burack
 Commissioner

DES Web site: www.des.nh.gov

P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095

Telephone: (603) 271-3503 • Fax: (603) 271-2867 • TDD Access: Relay NH 1-800-735-2964

DEPARTMENT OF ENVIRONMENTAL SERVICES
WATER DIVISION - DRINKING WATER AND GROUNDWATER BUREAU

STATE AID GRANTS
(03-44-44-442010-1426-073)

The effect of this request on appropriated funds is shown below

Fiscal Year	<u>2014</u>
Appropriation	\$1,261,429
Less: Scheduled Payments	<u>\$940,966</u>
Balance Available	\$320,463
Less: Previous Requests	\$130,180
Less: Current Request	
14-0511030 North Conway Water Precinct	\$25,155
14-0511010 Conway Village Fire District	\$9,605
14-1036020 Village Square Condo Association	\$21,457
14-1431010 Lyme Water Association	\$15,111
14-0882050 Brake Hill Acres	\$21,779
14-1531010 Merrimack Village District	<u>\$6,426</u>
Total	<u>\$99,533</u>
Balance Available	\$90,749

EXHIBIT A

Supplemental information to the preceding Governor and Executive Council request for approval of State Aid Grants for public drinking water systems under RSA 486-A.

Public Water System: North Conway Water Precinct

Municipality: Conway, NH

State Grant Number: 14-0511030

Project: Water distribution piping upgrades for interconnection with Conway Village

Description: Design and Construction of the upgrade of existing water mains and a pressure reducing station for interconnection of the North Conway Water Precinct with the Birch Hill Water District, and Conway Village Fire District.

Grant Eligible Project Costs: \$503,105

Grant Award: 25% of eligible costs (\$125,776)

Grant Term: 5 years

Application Received: 7/1/2010

Exhibit A (con't)

Public Water System: Conway Village Fire District

Municipality: Conway, NH

State Grant Number: 14-0511010

Project: Interconnection with North Conway public water system

Description: Design and construction of new water main and meter vault to interconnect with North Conway Water Precinct.

Grant Eligible Project Costs: \$998,955

Grant Award: 25% of eligible costs (\$249,739)

Grant Term: 26 years

Application Received: 3/2/2011

Exhibit A (con't)

Public Water System: Village Square Condominium Association

Municipality: Hampstead, NH

State Grant Number: 14-1036020

Project: Interconnection with Hampstead Area Water Company water system

Description: Design and construction of a water main to connect the Village Square Condo Association water system to the Hampstead Area Water System.

Grant Eligible Project Costs: \$ 85,827.31

Grant Award: 25% of eligible costs (\$21,457)

Grant Term: 1 year

Application Received: 8/12/2011

Exhibit A (con't)

Public Water System: Lyme Water Association

Municipality: Lyme, NH

State Grant Number: 14-1431010

Project: Interconnection with Lyme School water system

Description: Design and construction of a water line and system improvements to connect the Lyme Elementary School to the Lyme Water Association water system.

Grant Eligible Project Costs: \$60,445

Grant Award: 25% of eligible costs (\$15,111)

Grant Term: 1 year

Application Received: 8/19/2011

Exhibit A (con't)

Public Water System: Lakes Region Water Company, Inc. (Brake Hill Acres)

Municipality: Gilford, NH

State Grant Number: 14-0882050

Project: Interconnection with Gunstock Glen water system

Description: Design and construction of water main, pump house and storage tank improvements for interconnection of the Gunstock Glen and Brake Hill Acres public water systems.

Grant Eligible Project Costs: \$87,118

Grant Award: 25% of eligible costs (\$21,779)

Grant Term: 1 year

Application Received: 7/10/2008

Exhibit A (con't)

Public Water System: Merrimack Village District

Municipality: Merrimack, NH

State Grant Number: 14-1531010

Project: Groundwater investigation for Well #6

Description: Hydrologic investigation and evaluation of Well #6, which has recorded levels of chemical contaminants including volatile organic chemicals (excluding MTBE)

Grant Eligible Project Costs: \$128,521

Grant Award: 25% of eligible costs (\$32,130)

Grant Term: 5 years

Application Received:

EXHIBIT D-2

Town of Conway

Drinking Water State Aid Grant 14-0511010

Connection to North Conway Water Precinct and Investigation of Well Contamination-
Amendment

Final State Aid Grant Amortization Schedule - Payments Remaining

<i>Payment Date</i>	<i>Delayed and Deferred Payment</i>
2/1/2025	\$4,802.67
8/1/2025	\$4,802.67
2/1/2026	\$4,802.67
8/1/2026	\$4,802.67
2/1/2027	\$4,802.67
8/1/2027	\$4,802.67
2/1/2028	\$4,802.67
8/1/2028	\$4,802.67
2/1/2029	\$4,802.67
8/1/2029	\$4,802.67
2/1/2030	\$4,802.67
8/1/2030	\$4,802.67
2/1/2031	\$4,802.67
8/1/2031	\$4,802.67
2/1/2032	\$4,802.67
8/1/2032	\$4,802.67
2/1/2033	\$4,802.67
8/1/2033	\$4,802.67
2/1/2034	\$4,802.67
8/1/2034	\$4,802.67
2/1/2035	\$4,802.67
8/1/2035	\$4,802.67
2/1/2036	\$4,802.67
8/1/2036	\$4,802.67
2/1/2037	\$4,802.67
8/1/2037	\$4,802.67
2/1/2038	\$4,802.67
8/1/2038	\$4,802.67
2/1/2039	\$4,802.67
Totals	\$139,277.39

**ACKNOWLEDGEMENT OF DISSOLUTION OF CONWAY VILLAGE FIRE DISTRICT
AND ASSUMPTION OF ITS DEBT BY THE TOWN OF CONWAY AND AGREEMENT TO ASSUME
OBLIGATIONS OF CONWAY VILLAGE FIRE DISTRICT**

WHEREAS, in accordance with RSA 52:21, any village district and any other district in existence having the rights and powers of a village district, may, at an annual meeting, by a two-thirds vote of its legal voters, terminate its existence and dispose of its corporate property, and

WHEREAS, on March 14, 2023, the Conway Village Fire District (the "District"), by a two-thirds vote of its legal voters, determined to dissolve the District and to turn over all of its assets and debt over to the Town of Conway effective January 1, 2025; and

WHEREAS, the Town of Conway has agreed to accept all of the District's assets and debts effective January 1, 2025; and

WHEREAS, on April 9, 2024, the Town of Conway, at its annual meeting, within Warrant Article 47, voted to adopt the provisions of NH RSA Chapter 149-I pertaining to sewers "to enable the Town and Selectboard to operate and maintain the Sewer System and also the Sewer Department that will become part of the Department of Public Works on January 1, 2025;" and

WHEREAS, on April 9, 2024, the Town of Conway, at its annual meeting, within Warrant Article 48, voted to adopt the provisions of NH RSA Chapter 38 pertaining to water "to enable the Town and Selectboard to operate and maintain the existing Conway Village Fire District plant for water and also the Water Department that will become part of the Department of Public Works on January 1, 2025; and

WHEREAS, in accordance with RSA 52:21, upon the dissolution of the District, all of the District's property, real and personal, contained within the former boundaries of the District remains subject to taxation and betterment assessments for the purpose of paying any unpaid bonds, notes, bills or other obligations incurred while the District was in existence, in the same manner as if the District had not been dissolved, and

WHEREAS, in accordance with RSA 52:21, the Selectmen of the Town of Conway shall assess taxes and betterment assessments in the same manner as if the District had not been dissolved and have the duty, authority, and power to pay such bonds, notes, bills or other obligations after the moneys received from such taxes and assessments, and

WHEREAS, the District entered into a Drinking Water State Revolving Fund Loan Program (the "DWSRF") Original Loan Agreement (Project #0511010-01) for \$2,900,000 dated July 11, 2012 with the New Hampshire Department of Environmental Services (the "NHDES"), a copy of which is attached hereto as Exhibit 1-A, and

**ACKNOWLEDGEMENT OF DISSOLUTION OF CONWAY VILLAGE FIRE DISTRICT
AND ASSUMPTION OF ITS DEBT BY THE TOWN OF CONWAY AND AGREEMENT TO ASSUME
OBLIGATIONS OF CONWAY VILLAGE FIRE DISTRICT**

WHEREAS, in accordance with RSA 52:21, any village district and any other district in existence having the rights and powers of a village district, may, at an annual meeting, by a two-thirds vote of its legal voters, terminate its existence and dispose of its corporate property, and

WHEREAS, on March 14, 2023, the Conway Village Fire District (the "District"), by a two-thirds vote of its legal voters, determined to dissolve the District and to turn over all of its assets and debt over to the Town of Conway effective January 1, 2025; and

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WHEREAS, on April 9, 2024, the Town of Conway, at its annual meeting, within Warrant Article 47, voted to adopt the provisions of NH RSA Chapter 149-I pertaining to sewers "to enable the Town and Selectboard to operate and maintain the Sewer System and also the Sewer Department that will become part of the Department of Public Works on January 1, 2025;" and

WHEREAS, on April 9, 2024, the Town of Conway, at its annual meeting, within Warrant Article 48, voted to adopt the provisions of NH RSA Chapter 38 pertaining to water "to enable the Town and Selectboard to operate and maintain the existing Conway Village Fire District plant for water and also the Water Department that will become part of the Department of Public Works on January 1, 2025; and

WHEREAS, in accordance with RSA 52:21, upon the dissolution of the District, all of the District's property, real and personal, contained within the former boundaries of the District remains subject to taxation and betterment assessments for the purpose of paying any unpaid bonds, notes, bills or other obligations incurred while the District was in existence, in the same manner as if the District had not been dissolved, and

WHEREAS, in accordance with RSA 52:21, the Selectmen of the Town of Conway shall assess taxes and betterment assessments in the same manner as if the District had not been dissolved and have the duty, authority, and power to pay such bonds, notes, bills or other obligations after the moneys received from such taxes and assessments, and

WHEREAS, the District entered into a Drinking Water State Revolving Fund Loan Program (the "DWSRF") Original Loan Agreement (Project #0511010-01) for \$2,900,000 dated July 11, 2012 with the New Hampshire Department of Environmental Services (the "NHDES"), a copy of which is attached hereto as Exhibit 1-A, and

WHEREAS, the DWSRF Original Loan Agreement (Project #0511010-01) was amended by increasing the loan amount by \$600,000 from \$2,900,000 to \$3,500,000 dated March 15, 2015, a copy of which is attached hereto as Exhibit 1-B, and

WHEREAS, the District entered into a DWSRF Supplemental Loan Agreement (Project #0511010-01) for \$3,424,294.18 dated January 17, 2017 with the NHDES, a copy of which is attached hereto as Exhibit 1-C, and

WHEREAS, attached hereto as Exhibit 1-D is the schedule of payments on the Loan to be paid to the NHDES in each year, and

WHEREAS, the District entered into a DWSRF Original Loan Agreement (Project #0511010-02) for \$640,950 dated August 26, 2015 with the NHDES, a copy of which is attached hereto as Exhibit 2-A, and

WHEREAS, the District entered into a DWSRF Supplemental Loan Agreement (Project #0511010-02) for \$640,950 dated December 3, 2021 with the NHDES, a copy of which is attached hereto as Exhibit 2-B,

WHEREAS, attached hereto as Exhibit 2-C is the schedule of payments on the Loan to be paid to the NHDES in each year, and

NOW THEREFORE, BE IT ACKNOWLEDGED AND AGREED BY THE TOWN OF CONWAY AND NHDES THAT:

1. The Town acknowledges that as of January 1, 2025, it will assume all of the obligations of the District/Loan Recipient to the NHDES under the referenced Loan Agreements.
2. As of January 1, 2025, the Town will obtain the full loan balance issued to the District under the referenced Loan Agreements to be utilized for the same purposes under the Loan Agreements and for the benefit of the Town.
3. The Town agrees that it is the successor to the Promissory Notes and Repayment Schedules set forth in the Loan Agreements, attached hereto as Exhibits 1 and 2.
4. The Town shall pay NHDES the remaining loan balances as set forth in the Loan Agreements and within Exhibit 1-D and 2-C.

A true copy of these presents shall be sent to the NHDES. The Town shall also provide a Certificate of Authority to NHDES documenting its authority to enter this agreement and execute this document.

Adopted at a regular meeting of the Board of Selectmen of the Town of Conway, New Hampshire, held on the day of November 12, 2024

By all, or a majority of, its Board of Selectmen.

Mary Grey Slattery
Carl J. Hubbard

Steve Potts

[Signature]

ATTEST:

[Signature]
Town Clerk - Deputy

New Hampshire Department of Environmental Services

[Signature]
Robert R. Scott
Commissioner

11/25/24
Date

EXHIBIT 1
Project # 0511010-01

1-A Original Loan Agreement

1-B Loan Modification

1-C Supplemental Loan Agreement

1-D Schedule of Payments

EXHIBIT 1
Project # 0511010-01

1-A Original Loan Agreement

1-B Loan Modification

1-C Supplemental Loan Agreement

1-D Schedule of Payments

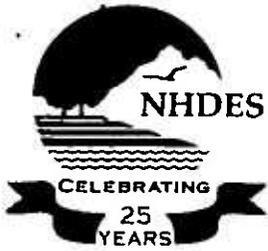


EXHIBIT 1-A

The State of New Hampshire
Department of Environmental Services

Thomas S. Burack, Commissioner

Dan Dudley



*Celebrating 25 Years of Protecting
New Hampshire's Environment*

June 25, 2012

APPROVED G & C

His Excellency Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

DATE 7/11/2012

ITEM # 67

REQUESTED ACTION

Authorize the Department of Environmental Services to approve a loan agreement with the Conway Village Fire District, Conway, NH (VC #177213) in the amount of \$2,900,000 to finance water system improvements under the provision 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 account as follows:

03-44-44-441010-4791-301-500833
Dept Environmental Services, DWSRF Loan Repayments, Loans

FY 2013
\$2,900,000

EXPLANATION

The purpose of this loan agreement is to authorize Conway Village Fire District to borrow up to \$2,900,000 from the DWSRF to finance water system improvements. These improvements include installation of water mains, replacement of the Bald Hill water tank, and refurbishment of Well No. 2 in the Conway Village Fire District water system in Conway, New Hampshire. The improvements will address low pressure problems and replace aging infrastructure.

The DWSRF is authorized by RSA 486:14 and N.H. Code of Administrative Rules Env-Dw 1100 et seq. There is currently a balance of \$ 21,324,113 in the DWSRF repayment account available for new loans. Attached is a tabulation of the DWSRF repayment account showing the effect of this loan on the funds available for loans.

We respectfully request your approval.

Thomas S. Burack
Thomas S. Burack, Commissioner

www.des.nh.gov

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • TDD Access: Relay NH 1-800-735-2964

His Excellency Governor John H. Lynch
and the Honorable Council

Page 2

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:

	<u>REPAYMENT</u>
Federal Funds	\$0
Repayment Account	\$21,324,113
Total Funds Authorized/Available	<u>\$21,324,113</u>
Less Loans Previously Approved	\$0
Funds Available for Loans	<u>\$21,324,113</u>
New Loan(s) Being Requested	
Conway Village Fire District	(\$2,900,000)
Net Change to Loan(s)	<u>(\$2,900,000)</u>
Balance Available After G & C Approval	<u><u>\$18,424,113</u></u>

1 The amount of principal forgiveness will be determined when the aggregate principal loan
2 amount is established and the project is complete.

3
4 IV. Disbursements shall be made on a periodic basis, as requested by the Loan Recipient, but
5 not more frequently than monthly, subject to the approval of the amount of each Disbursement
6 by the State. The State shall approve the amount requested if it determines that the costs covered
7 by the request are eligible under Env-Dw 1104.01, as applicable. Interest on any Disbursement
8 shall accrue from the date of the Disbursement at the rate of 1% per annum computed on the
9 basis of 30-day months and 360-day years until the date of Substantial Completion ("Substantial
10 Completion") of the Project. Such interest may be paid (1) semi-annually, prior to the
11 commencement of Loan repayment, (2) prior to the commencement of Loan repayment, (3) at
12 the time of the first Loan repayment, or (4) added to the principal outstanding Loan balance at
13 the option of the Loan Recipient so long as the Loan Recipient's authority to borrow is not
14 exceeded.

15
16 V. Upon Substantial Completion of the Project, the aggregate of the Disbursements shall be
17 consolidated by a Promissory Note ("Note") of the Loan Recipient issued under and in
18 accordance with the applicable provisions of the Municipal Finance Act, RSA 33, as amended
19 and supplemented, including the provisions of RSA 486:14. The Note shall be substantially in
20 the form of Exhibit B.

21
22 VI. The interest rate applicable to the Note will be determined in accordance with RSA 486:14
23 and Env-Dw 1100 et seq. Such interest rate will be the lesser of 3.104 % and the adjusted
24 market rate as determined by the 11-GO Bond Buyer Index in effect on the date of the Note.

1 VII. The Loan Recipient hereby authorizes the State to compute the payments of principal and
2 interest on the Note. The principal shall be paid in full within twenty (20) years from the date of
3 the Note. Note payments shall commence on the first day of the month following the first
4 anniversary of the Substantial Completion date of the Project or the first anniversary of the
5 Scheduled Completion date of the project, whichever is earlier. The Scheduled Completion date
6 is hereby determined to be October 15, 2014 however, should the project experience excusable
7 ~~delay beyond this date, an extension may be granted by the Commissioner upon request in~~
8 writing by the Loan Recipient. In no event shall Note payments commence later than ten years
9 from the effective date of this agreement.

10
11 VIII. The Loan Recipient reserves the right to prepay, at any time and without penalty, all or any
12 part of the outstanding principal of the Note.

13
14 IX. In the event of a default in the full and timely remittance of any Note payment, any State
15 Aid Grant funds payable to the Loan Recipient under RSA 486:1 may be offset against and
16 applied to the payment of any obligations that are due hereunder. The Loan Recipient agrees to
17 be liable for all costs of collection, legal expenses, and attorney's fees incurred or paid by the
18 State in enforcing this agreement or in collecting any delinquent payments due hereunder.

19
20 X. No delay or omission on the part of the State in exercising any right hereunder shall operate
21 as a waiver of such right or of any other right under this agreement. A waiver on any one
22 occasion shall not be construed as bar to any right and/or remedy on any future occasion.

23
24 XI. The Loan Recipient acknowledges that by accepting the Loan it will be a sub-recipient of
25 federal financial assistance and, as such, subject to requirements of the federal Single Audit Act

1 of 1984, as amended by the Single Audit Act Amendments of 1996 (the "SAA"). The Loan
2 Recipient further acknowledges that, if the Loan Recipient expends more than \$500,000 in
3 federal financial assistance from all sources in any fiscal year, it must perform an SAA audit in
4 accordance with the requirements of Office of Management and Budget Circular A-133. In that
5 event, the Loan Recipient shall provide the State with a copy of the SAA audit report within nine
6 months of the end of the audit period.

7
8 XII. The Loan Recipient agrees to permit the Comptroller General of the United States, an
9 appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of
10 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials, or of
11 the State of New Hampshire to have access to and the right to:

12
13 (i) Examine any of the Borrower's, the contractor's or any subcontractor's records
14 that pertain to and involve transactions relating to this Agreement, the Construction
15 Contract, the Engineering Contract or a subcontract thereunder; and

16
17 (ii) Interview any officer or employee regarding such transactions.

18
19 The Borrower shall insert subparagraphs (i). and (ii). in the Construction
20 Contract and require the Contractor to insert subparagraphs (i). and (ii). in all subcontracts
21 thereunder.

22
23 XIII. Davis-Bacon (DB) prevailing wage requirements apply to the Project in accordance with
24 the federal fiscal year (FY) 2011 Full-Year Continuing Appropriation (P.L. 112-10). The Loan
25 Recipient shall insert in full in any contract in excess of \$2,000 which is entered into for Project

1 construction the standard Davis-Bacon contract clause as specified by 29 CFR §5.5(a). The
2 Loan Recipient shall obtain the wage determination for the locality in which a covered activity
3 subject to DB will take place prior to issuing requests for bids, proposals, quotes or other
4 methods for soliciting contracts (solicitation) for activities subject to DB. These wage
5 determinations shall be incorporated into solicitations and any subsequent contracts. Prime
6 contracts must contain a provision requiring that subcontractors follow the wage determination
7 incorporated into the prime contract.
8

9
10 XIV. The Loan Recipient shall not knowingly award a construction contract to a contractor
11 which has been debarred or suspended by the federal government. The Loan Recipient or its
12 agent shall compare the names of contractors who have bid on the project against the searchable
13 list in the federal "Excluded Parties List System" (EPLS) database, which can be found at
14 <https://www.epls.gov/>; and

15
16 XV. Pursuant to 40 CFR, Section 33.301, the Loan Recipient shall make good faith efforts to
17 utilize small, minority and women's business enterprises whenever procuring construction,
18 equipment, services and supplies under an EPA financial assistance agreement, and shall require
19 that prime contractors also comply. Records documenting compliance with the six good faith
20 efforts shall be retained.

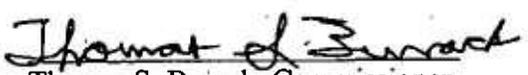
21
22 XVI. The effective date of this agreement shall be the date of its approval by the Governor and
23 Executive Council. This agreement may be amended, waived, or discharged only by a written
24 instrument signed by the parties hereto and only after approval of such amendment, waiver, or
25 discharge by the Governor and Executive Council.

1 XVII. This agreement shall be construed in accordance with the laws of the State of New
2 Hampshire and is binding upon and inures to the benefit of the parties and their respective
3 successors. The parties hereto do not intend to benefit any third parties and, consequently, the
4 agreement shall not be construed to confer any such benefit.

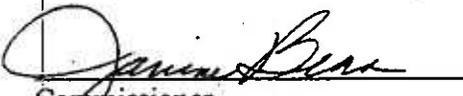
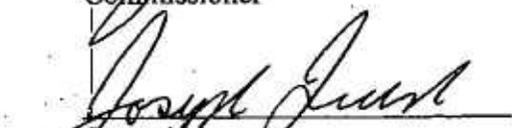
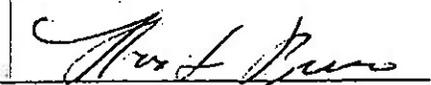
5
6 XVIII. This agreement, which may be executed in a number of counterparts, each of which shall
7 be deemed an original, constitutes the entire agreement and understanding between the parties
8 and supersedes all prior agreements and understandings relating thereto. Nothing herein shall be
9 construed as a waiver of sovereign immunity, such immunity being hereby specifically reserved.

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STATE OF NEW HAMPSHIRE by:


Thomas S. Burack, Commissioner
Environmental Services

CONWAY VILLAGE FIRE DISTRICT by:


Commissioner

Commissioner

Commissioner

1 EXHIBIT A

2 STATE OF NEW HAMPSHIRE

3 DRINKING WATER STATE REVOLVING LOAN FUND PROGRAM

4 PROJECT DESCRIPTION

5
6 Conway Village Fire District has applied for a Loan to be used for its Phase III water system
7 improvements program. This work includes installation of approximately 4,800 linear feet of
8 water main to complete the Pequawket Pond Loop, replacement of approximately 2,400 linear
9 feet of water main on Washington Street, replacement of the Bald Hill Water Storage Tank, and
10 refurbishment of Well No. 2.
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EXHIBIT B

STATE OF NEW HAMPSHIRE

DRINKING WATER STATE REVOLVING LOAN FUND PROGRAM

PROMISSORY NOTE AND REPAYMENT SCHEDULE

The Conway Village Fire District ("Loan Recipient") promises to pay to the Treasurer of the State of New Hampshire the sum of _____ Dollars (_____) in installments on the anniversary date of this Promissory Note ("Note") in each year as set forth below, commencing on the first principal payment date and annually thereafter on each principal payment date, including interest 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. A sum of _____% of each principal and interest installment payment will be forgiven at the time each installment is due.

REPAYMENT SCHEDULE

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total P&I</u>	<u>Payment Due</u>
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2 20

3 This Note is issued under and by virtue of the New Hampshire Municipal Finance Act, an
4 agreement duly entered into by the Loan Recipient and the Drinking Water State Revolving Loan
5 Fund Program ("Agreement"), a vote of the Loan Recipient at its District Meeting on _____
6 _____, _____, and a duly-adopted resolution of the Governing Body of the Loan Recipient
7 and is issued for the purpose of financing the cost of the Project as described in said Resolution
8 and Agreement.

9
10 The Loan Recipient reserves the right to prepay, at any time and without penalty, all or
11 any part of the outstanding principal on this Note.

12
13 The terms and provisions of the Agreement are hereby incorporated in and made a part of
14 this Note to the same extent as if said terms and provisions were set forth in full herein.

15
16 It is hereby certified and recited that all acts, conditions, and things required to be done
17 precedent to and in the issuing of this Note have been done, have happened, and have been
18 performed in regular and due form and, for the payment hereof when due, the full faith and credit
19 of the Loan Recipient are hereby irrevocably pledged.
20
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25

1 IN WITNESS whereof the Loan Recipient has caused this Note to be signed by its
2 _____, and the seal of the Loan Recipient to be affixed hereto, as of the
3 ____ day of _____, 20__.

4
5 CONWAY VILLAGE FIRE DISTRICT by:

6
7 _____
Commissioner

8
9 _____
Commissioner

10
11 _____
Commissioner

12
13
14
15 (Seal)



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

FEB17'15 PM12:48 DAS

FEB19'15 PM12:55 DAS



Thomas S. Burack, Commissioner

February 11, 2015

Her Excellency, Governor Margaret Wood Hassan
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services to amend a loan agreement with the Conway Village Fire District (VC#177213), Conway, NH by increasing the loan amount by \$600,000 from \$2,900,000 to \$3,500,000 to finance 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. The original loan agreement was approved on July 11, 2012, Item #67. 100% Drinking Water State Revolving Loan Fund (DWSRF) Repayment Funds.

Funding is available in the accounts as follows:

03-44-44-441018-4791-301-500833

Dept Environmental Services, DWSRF Loan Repayments, Loans

FY 2015
 \$600,000

EXPLANATION

The purpose of this amendment is to authorize the Conway Village Fire District to modify their original loan agreement approved by Governor and Council on July 11, 2012 as Item #67. The Conway Village Fire District had originally requested \$2,900,000 from the Drinking Water State Revolving Fund Program (DWSRF) to finance a project which includes replacement of water main along West Main Street. The additional funds are necessary due to recent changes in project sequencing which requires the West Main Street water main to be replaced sooner. The higher cost of that section of water main necessitates the additional loan funds. DES has sufficient funds at this time to meet the District's request. This project will improve water quality and increase water service reliability.

The Repayment Account has an uncommitted balance of \$16,858,423 as of February 6, 2015 that has accumulated from repayment of loans to public water systems. New loans are made with these funds. Attached is a tabulation of the Repayment Account showing the effect of this loan on the funds available.

We respectfully request your approval.

Thomas S. Burack, Commissioner

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council

Page 2

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.

	<u>REPAYMENT</u>
Repayment Account (Balance as of 2/6/15)	<u>\$27,017,048</u>
Total Funds Authorized/Available	\$27,017,048
Less Loans Previously Approved	<u>\$10,158,625</u>
Funds Available for Loans	\$16,858,423
 Amendment Being Requested	
Conway Village Fire District (Project#: 0511010-01)	(600,000)
 Net Change to Loan(s)	<u>(600,000)</u>
 Balance Available After G & C Approval	<u><u>\$16,258,423</u></u>

AMENDMENT #1
TO
STATE OF NEW HAMPSHIRE
DRINKING WATER STATE REVOLVING FUND PROGRAM

Conway Village Fire District
ORIGINAL LOAN AGREEMENT
For Project # 0511010-01

Whereas the Conway Village Fire District wishes to increase the amount of their loan for Project # 0511010-01 from \$2,900,000 to \$3,500,000, an increase of \$600,000 in order to finance the replacement of water main along West Main Street.

Now Therefore, amend the ORIGINAL LOAN AGREEMENT for Project 0511010-01 as approved by Governor and Council on July 11, 2012 as Item #67 in the following manner:

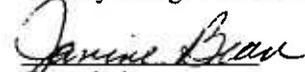
Change Page 1, Lines 15 through 22 of the ORIGINAL LOAN AGREEMENT to read:

"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 **Three Million Five Hundred Thousand Dollars (\$3,500,000)** ("Principal Sum") or such lesser amount as shall equal the aggregate of Disbursements made hereunder by the State to the Loan Recipient. Federal financial assistance provided through Capitalization Grants for Drinking Water State Revolving Funds (CFDA #66.468) may comprise all or a portion of the Principal Sum. Any Disbursement or other payment from the State to the Loan Recipient is contingent upon the availability of funds.

Change Page 3, Lines 1 through Line 9 of the ORIGINAL LOAN AGREEMENT to read:

"VII. The Loan Recipient hereby authorizes the State to compute the payments of principal and interest on the Note. The principal shall be paid in full within twenty (20) years from the date of the Note. Note payments shall commence on the first day of the month following the first anniversary of the Substantial Completion date of the Project or the first anniversary of the Scheduled Completion date of the project, whichever is earlier. The Scheduled Completion date is hereby determined to be **January 1, 2016**; however, should the project experience excusable delay beyond this date, an extension may be granted by the Commissioner upon request in writing by the Loan Recipient. In no event shall Note payments commence later than ten years from the effective date of this agreement.

Accepted By:
Conway Village Fire District

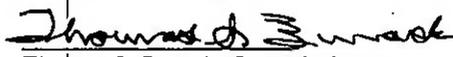

Commissioner


Commissioner

Commissioner

1-23-2015
Date

Accepted By:
State of New Hampshire


Thomas S. Burack, Commissioner
Department of Environmental Services

Date

2/10/2015

STATE OF NEW HAMPSHIRE
DRINKING WATER STATE REVOLVING LOAN PROGRAM
CONWAY VILLAGE FIRE DISTRICT, NEW HAMPSHIRE
(Project No. 0511010-01)

SUPPLEMENTAL LOAN AGREEMENT

This SUPPLEMENTAL LOAN AGREEMENT (Agreement) is entered into as of the
17 day of January, 2017, between the State of New Hampshire, Drinking
Water State Revolving Loan Fund Program (State) and the Conway Village Fire District, NH
(Loan Recipient) in accordance with RSA 486:14 and New Hampshire Code of Administrative
Rules Chapter Env-Dw 1100 (Rules) in order to finance the Phase III Water System
Improvements Project (Project) which is now complete. The Project is described in Exhibit A.
This Agreement supplements or amends the Original Loan Agreement (OLA) dated July 11,
2012, as amended on March 13, 2015. The purpose of this Agreement is to set the terms, interest
rate, and payment schedule for the repayment of the monies borrowed under the OLA. All terms
of the OLA that are not amended by this Agreement remain in effect.

This Agreement modifies the Schedule Completion date contained in the OLA to
September 1, 2016.

The Loan Recipient agrees to repay to the State, in accordance with the terms of this
Agreement, the principal sum of Three Million Four Hundred Twenty Four Thousand Two
Hundred Ninety Four and 18/100 Dollars (\$3,424,294.18) with interest thereon payable in
annual installments as provided in this Agreement. Pursuant to the 2011 State of New Hampshire
Drinking Water State Revolving Loan Intended Use Plan, a total of 35% or \$1,198,502.96 of
principal will be forgiven. Principal forgiveness will be granted at the first repayment as
reflected in the payment schedule in Exhibit B, attached hereto.

1 The Loan shall be represented by a Promissory Note (Note) of the Loan Recipient issued
2 under and in accordance with the applicable provisions of RSA 33, the Municipal Finance Act,
3 as amended and supplemented, including the provision of RSA 486:14, III. The Note shall be in
4 the form of Exhibit B, attached hereto. The outstanding principal amount of the Loan made
5 hereunder shall bear interest which shall accrue from the date that Loan is made computed on the
6 basis of 30-day months and 360-day years using the following interest rate: 1.96%.

7 Annual payments of principal and interest by the Loan Recipient shall commence on
8 **September 1, 2017**, and shall be due on this anniversary date each year thereafter until the Note
9 is paid in full.

10 The Loan Recipient hereby authorizes the State to compute the annual debt service
11 installments and to make the appropriate notations on the Note, provided that failure to make
12 such a notation or any error made in such a notation with respect to any Loan shall not limit the
13 Loan Recipient's payment obligations under this Agreement and any Note.

14 Upon default in the prompt and full payment of any installment of principal or interest on
15 this Loan Agreement, the entire unpaid principal hereof and interest thereon to the date of
16 payment shall immediately become due and payable upon the demand of the State of New
17 Hampshire.

18 At any time, any state grant funds payable to the Loan Recipient may be set off against
19 and applied in payment of any obligations that are due hereunder. In the event of a default in the
20 prompt and full payment when due of any installment of principal or of interest on a Note issued
21 under this Agreement, any State grant funds payable to the Loan Recipient may be held and
22 treated as collateral security for the payment of the obligations hereunder.

23 In the event of set off, the State shall notify the Loan Recipient of said set off and said
24 funds will be applied to the annual payment due.

1 No delay or omission on the part of the State of New Hampshire in exercising any right
2 hereunder shall operate as a waiver of such right or of any other right under this note. A waiver
3 on any one occasion shall not be construed as a bar to or any right and/or remedy on any future,
4 occasion.

5 The Loan Recipient will pay all costs of collection, legal expenses, and attorney's fees
6 incurred or paid by the State of New Hampshire in collecting and/or enforcing this Agreement or
7 any Loan made hereunder on default.

8 The Loan Recipient reserves the right to prepay, without penalty, all or any part of the
9 principal of any Loan made hereunder.

10 The Loan Recipient agrees to comply with all State and Federal requirements as
11 contained in the Rules.

12 The effective date of this Agreement shall be the date of signature by the Commissioner
13 of the New Hampshire Department of Environmental Services.

14 This Agreement may be amended, waived or discharged only by a written instrument
15 signed by the parties hereto.

16 This Agreement shall be construed in accordance with the laws of the State of New
17 Hampshire, and is binding upon and inures to the benefit of the parties and their respective
18 successors.

19 The parties hereto do not intend to benefit any third parties and this Agreement shall not
20 be construed to confer any such benefit.

21 This Agreement, which may be executed in a number of counterparts, each of which shall
22 be deemed an original, and those provisions of the Original Loan Agreement not superseded by
23 this Supplemental Loan Agreement constitute the entire Agreement and understanding between
24 the parties, and supersedes all other prior agreements and understandings relating hereto.

25

1 STATE OF NEW HAMPSHIRE by:
2 Clark B. Freise 1/17/17
3 Clark B. Freise Date
4 Assistant Commissioner
Department of Environmental Services

CONWAY VILLAGE FIRE DISTRICT by:
Janine Bean 1/5/2017
Janine Bean, Chair Date
Commissioner

Michael DiGregorio Date
Commissioner

Steven Bamsey 1-5-17
Steven Bamsey Date
Commissioner

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EXHIBIT A

STATE OF NEW HAMPSHIRE

DRINKING WATER STATE REVOLVING LOAN FUND PROGRAM

PROJECT DESCRIPTION

The Conway Village Fire District applied for a Loan and has completed the following project:
Installation of water main along the Pequawket Pond Loop, Washington Street and West Main
Street, replacement of Bald Hill water storage tank, and refurbishment of Well #2.

1 **EXHIBIT B**

2 **STATE OF NEW HAMPSHIRE**

3 **DRINKING WATER STATE REVOLVING LOAN FUND PROGRAM**

4 **PROMISSORY NOTE AND REPAYMENT SCHEDULE**

5

6 The Conway Village Fire District, NH (Loan Recipient) promises to pay to the
7 Treasurer of the State of New Hampshire the principal of **Three Million Four Hundred Twenty**
8 **Four Thousand Two Hundred Ninety Four and 18/100 Dollars (\$3,424,294.18)** in
9 installments on **September 1** in each year as set forth below, with interest on the entire unpaid
10 balance payable on the first principal payment date and annually, thereafter, at the rate of **1.96%**
11 per annum, computed on the basis of 30-day months and 360-day years, in the respective years
12 set forth below. A total of **\$1,198,502.96** of principal will be forgiven and will be granted as
13 reflected in the payment schedule shown below.

14 **REPAYMENT SCHEDULE**

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Payment Date	Principal Payment	Principal Forgiven	Interest Payment	Total Payment
9/1/2017	\$8,173.27	\$1,198,502.96	\$132,749.05	\$140,922.32
9/1/2018	\$97,457.01	\$0.00	\$43,465.31	\$140,922.32
9/1/2019	\$99,367.17	\$0.00	\$41,555.15	\$140,922.32
9/1/2020	\$101,314.76	\$0.00	\$39,607.56	\$140,922.32
9/1/2021	\$103,300.53	\$0.00	\$37,621.79	\$140,922.32
9/1/2022	\$105,325.22	\$0.00	\$35,597.10	\$140,922.32
9/1/2023	\$107,389.60	\$0.00	\$33,532.72	\$140,922.32
9/1/2024	\$109,494.43	\$0.00	\$31,427.89	\$140,922.32
9/1/2025	\$111,640.52	\$0.00	\$29,281.80	\$140,922.32
9/1/2026	\$113,828.68	\$0.00	\$27,093.64	\$140,922.32
9/1/2027	\$116,059.72	\$0.00	\$24,862.60	\$140,922.32
9/1/2028	\$118,334.49	\$0.00	\$22,587.83	\$140,922.32
9/1/2029	\$120,653.85	\$0.00	\$20,268.47	\$140,922.32
9/1/2030	\$123,018.66	\$0.00	\$17,903.66	\$140,922.32
9/1/2031	\$125,429.83	\$0.00	\$15,492.49	\$140,922.32
9/1/2032	\$127,888.25	\$0.00	\$13,034.07	\$140,922.32
9/1/2033	\$130,394.86	\$0.00	\$10,527.46	\$140,922.32
9/1/2034	\$132,950.60	\$0.00	\$7,971.72	\$140,922.32
9/1/2035	\$135,556.43	\$0.00	\$5,365.89	\$140,922.32
9/1/2036	\$138,213.34	\$0.00	\$2,708.98	\$140,922.32

1 This Promissory Note (Note) is issued under and by virtue of the New Hampshire
2 Municipal Finance Act, an agreement duly entered into by the Loan Recipient and the Drinking
3 Water State Revolving Loan Fund Program, and is issued for the purpose of financing the cost of
4 the Project as described in Exhibit A of the Supplemental Loan Agreement (Agreement).

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

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

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

13 IN WITNESS whereof the Loan Recipient has caused this Note to be signed by its
14 Commissioners, and the seal of the Loan Recipient to be affixed hereto, as of the 5th day of

15 January, 2017.

16
17 **Conway Village Fire District, NH by:**

18 Janine Bean
19 Janine Bean, Chair
Commissioner

1/5/2017
Date

(SEAL)

20
21 Michael DiGregorio
Commissioner

Date

22 Steven Bamsey
23 Steven Bamsey
Commissioner

1-5-17
Date

24
25

EXHIBIT 1-D
New Hampshire Department of Environmental Services

Drinking Water SRF Loan Schedule

Print Date: 10/14/2024
 Loan Disbursed: 3,424,294
 Interest Rate: 0.0000%
 Administrative Fee: 1.9600%
 Term: 20 Years

Borrower: Conway Village Fire District
 Project Number: 0511010-01

Ref Num	Due Date	Date Received	Beginning Balance	Principal Payment	Principal Forgiven	Interest Payment	Interest Rate %	Administrative Fees	Total Payments	Ending Balance
5817	9/1/2017	8/28/2017	3,424,294.18	8,173.27	1,198,502.96	66,530.01	0.0000	66,219.04	140,922.32	2,217,617.95
6737	9/1/2018	8/20/2018	2,217,617.95	97,457.01	0.00	0.00	0.0000	43,465.31	140,922.32	2,120,160.94
CODWSRF0443	9/1/2019	8/13/2019	2,120,160.94	99,367.17	0.00	0.00	0.0000	41,555.15	140,922.32	2,020,793.77
CODWSRF1500	9/1/2020	8/17/2020	2,020,793.77	101,314.76	0.00	0.00	0.0000	39,607.56	140,922.32	1,919,479.01
CODWSRF2627	9/1/2021	8/16/2021	1,919,479.01	103,300.53	0.00	0.00	0.0000	37,621.79	140,922.32	1,816,178.48
CODWSRF3271	9/1/2022	8/5/2022	1,816,178.48	105,325.22	0.00	0.00	0.0000	35,597.10	140,922.32	1,710,853.26
CODWSRF4382	9/1/2023	8/21/2023	1,710,853.26	107,389.60	0.00	0.00	0.0000	33,532.72	140,922.32	1,603,463.66
CODWSRF5460	9/1/2024	8/26/2024	1,603,463.66	109,494.43	0.00	0.00	0.0000	31,427.89	140,922.32	1,493,969.23
9	9/1/2025		1,493,969.23	111,640.52	0.00	0.00	0.0000	29,281.80	140,922.32	1,382,328.71
10	9/1/2026		1,382,328.71	113,828.68	0.00	0.00	0.0000	27,093.64	140,922.32	1,268,500.03
11	9/1/2027		1,268,500.03	116,059.72	0.00	0.00	0.0000	24,862.60	140,922.32	1,152,440.31
12	9/1/2028		1,152,440.31	118,334.49	0.00	0.00	0.0000	22,587.83	140,922.32	1,034,105.82
13	9/1/2029		1,034,105.82	120,653.85	0.00	0.00	0.0000	20,268.47	140,922.32	913,451.97
14	9/1/2030		913,451.97	123,018.66	0.00	0.00	0.0000	17,903.66	140,922.32	790,433.31
15	9/1/2031		790,433.31	125,429.83	0.00	0.00	0.0000	15,492.49	140,922.32	665,003.48
16	9/1/2032		665,003.48	127,888.25	0.00	0.00	0.0000	13,034.07	140,922.32	537,115.23
17	9/1/2033		537,115.23	130,394.86	0.00	0.00	0.0000	10,527.46	140,922.32	406,720.37
18	9/1/2034		406,720.37	132,950.60	0.00	0.00	0.0000	7,971.72	140,922.32	273,769.77
19	9/1/2035		273,769.77	135,556.43	0.00	0.00	0.0000	5,365.89	140,922.32	138,213.34
20	9/1/2036		138,213.34	138,213.34	0.00	0.00	0.0000	2,708.98	140,922.32	0.00
				2,225,791.22	1,198,502.96	66,530.01		526,125.17	2,818,446.40	

Johnnie McKee

The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

August 4, 2015

Her Excellency, Governor Margaret Wood Hassan
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

APPROVED G & C

DATE 8/26/15
 ITEM # 63

REQUESTED ACTION

Authorize the Department of Environmental Services to approve a loan agreement with the Conway Village Fire District (VC#177213), Conway, NH in the amount not to exceed \$640,950 to finance 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.

Funds to support this request are anticipated to be available in the following account in State FY 2016 upon the availability and continued appropriation of funds in the future operating budget.

03-44-44-441018-4791-301-500833	FY 2016
Dept Environmental Services, DWSRF Loan Repayments, Loans	\$640,950

EXPLANATION

The purpose of this loan agreement is to authorize the Conway Village Fire District to borrow up to \$640,950 from the Drinking Water State Revolving Loan Fund (DWSRF) to finance water system improvements. The improvements include the replacement of water main under West Main Street, North Road and Main Street. The project will improve operating pressure, condition, and reliability. The final loan amount will be based on the total DWSRF funds disbursed, and may be less than \$640,950. 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 3.168%. The Conway Village Fire District is eligible for principal forgiveness under the 2014 DWSRF Intended Use Plan. The amount of principal forgiveness will be determined when the aggregate principal amount is established and the project is complete.

The DWSRF is authorized by RSA 486:14 and N.H. Code of Administrative Rules Env-Dw 1100 et seq. There is currently a balance of \$13,653,343 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.

Thomas S. Burack
 Thomas S. Burack, Commissioner

STATE OF NEW HAMPSHIRE
DRINKING WATER STATE REVOLVING FUND PROGRAM

CONWAY VILLAGE FIRE DISTRICT
(Project No. 0511010-02)

ORIGINAL LOAN AGREEMENT

I. This AGREEMENT is made this 26th day of August, 2015, between the State of New Hampshire, Drinking Water State Revolving Loan Fund Program (the "State") and the Conway Village Fire District (the "Loan Recipient") in accordance with RSA 486:14 and New Hampshire Code of Administrative Rules Env-Dw 1100 (the "Rules") for the purpose of financing, to the extent of the aggregate amount of funds transferred ("Disbursements") to the Loan Recipient made hereunder, **West Main and Main Street Water Main Improvements Project** ("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 486:14 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 **Six Hundred Forty Thousand Nine Hundred Fifty Dollars (\$640,950)** ("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 IV, VI, and VIII. Federal financial assistance provided through Capitalization Grants for Drinking Water State Revolving Funds (CFDA #66.468) may comprise all or a portion of the Principal Sum. Any Disbursement or other payment from the State to the Loan Recipient is contingent upon the availability of funds.

1 III. The Loan Recipient is eligible for the Disadvantaged System Program as outlined in Section
2 8 of the 2014 State of New Hampshire Drinking Water State Revolving Fund Intended Use Plan.
3 The amount of principal forgiveness will be determined when the aggregate principal loan
4 amount is established and the project is complete.

5
6 IV. Disbursements shall be made on a periodic basis, as requested by the Loan Recipient, but
7 not more frequently than monthly, subject to the approval of the amount of each Disbursement
8 by the State. The State shall approve the amount requested if it determines that the costs covered
9 by the request are eligible under Env-Dw 1104.01, as applicable. Interest on any Disbursement
10 shall accrue from the date of the Disbursement at the rate of 1% per annum computed on the
11 basis of 30-day months and 360-day years until the date of Substantial Completion ("Substantial
12 Completion") of the Project. Such interest may be paid (1) semi-annually, prior to the
13 commencement of Loan repayment, (2) prior to the commencement of Loan repayment, (3) at
14 the time of the first Loan repayment, or (4) added to the principal outstanding Loan balance at
15 the option of the Loan Recipient so long as the Loan Recipient's authority to borrow is not
16 exceeded.

17
18 V. Upon Substantial Completion of the Project, the aggregate of the Disbursements shall be
19 consolidated by a Promissory Note ("Note") of the Loan Recipient issued under and in
20 accordance with the applicable provisions of the Municipal Finance Act, RSA 33, as amended
21 and supplemented, including the provisions of RSA 486:14. The Note shall be substantially in
22 the form of Exhibit B.

1 VI. The interest rate applicable to the Note will be determined in accordance with RSA 486:14
2 and Env-Dw 1100 et seq. Such interest rate will be the lesser of 3.168 % and the adjusted
3 market rate as determined by Env-Dw 1106 in effect on the date of the Note.

4

5 VII. The Loan Recipient hereby authorizes the State to compute the payments of principal and
6 interest on the Note. The principal shall be paid in full within **twenty (20)** years from the date of
7 the Note. Note payments shall commence on the first day of the month following the first
8 anniversary of the Substantial Completion date of the Project or the first anniversary of the
9 Scheduled Completion date of the project, whichever is earlier. The Scheduled Completion date
10 is hereby determined to be **December 1, 2017**; however, should the project experience excusable
11 delay beyond this date, an extension may be granted by the Commissioner upon request in
12 writing by the Loan Recipient. In no event shall Note payments commence later than ten years
13 from the effective date of this agreement.

14

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

17

18 IX. In the event of a default in the full and timely remittance of any Note payment, any State
19 Aid Grant funds payable to the Loan Recipient under RSA 486:1 may be offset against and
20 applied to the payment of any obligations that are due hereunder. The Loan Recipient agrees to
21 be liable for all costs of collection, legal expenses, and attorney's fees incurred or paid by the
22 State in enforcing this agreement or in collecting any delinquent payments due hereunder.

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1 X. No delay or omission on the part of the State in exercising any right hereunder shall operate
2 as a waiver of such right or of any other right under this agreement. A waiver on any one
3 occasion shall not be construed as bar to any right and/or remedy on any future occasion.

4
5 XI. The Loan Recipient acknowledges that by accepting the Loan it will be a sub-recipient of
6 federal financial assistance and, as such, subject to requirements of the federal Single Audit Act
7 of 1984, as amended by the Single Audit Act Amendments of 1996 (the "SAA"). The Loan
8 Recipient further acknowledges that, if the Loan Recipient expends more than \$750,000 in
9 federal financial assistance from all sources in any fiscal year, it must perform an SAA audit in
10 accordance with the requirements of Office of Management and Budget Circular A-133. In that
11 event, the Loan Recipient shall provide the State with a copy of the SAA audit report within nine
12 months of the end of the audit period.

13
14 XII. The Loan Recipient agrees to permit the Comptroller General of the United States, an
15 appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of
16 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials, or of
17 the State of New Hampshire to have access to and the right to:

18
19 (i) Examine any of the Borrower's, the contractor's or any subcontractor's records
20 that pertain to and involve transactions relating to this Agreement, the Construction
21 Contract, the Engineering Contract or a subcontract thereunder; and

22
23 (ii) Interview any officer or employee regarding such transactions.
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1 The Borrower shall insert subparagraphs (i). and (ii). in the Construction Contract and require the
2 Contractor to insert subparagraphs (i). and (ii). in all subcontracts thereunder.

3
4 XIII. Davis-Bacon (DB) prevailing wage requirements apply to the Project in accordance with
5 the federal fiscal year (FY) 2014 Consolidated Appropriations Act (P.L. 113-76). The Loan
6 Recipient shall insert in full in any contract in excess of \$2,000 which is entered into for Project
7 construction the standard Davis-Bacon contract clause as specified by 29 CFR §5.5(a). The
8 Loan Recipient shall obtain the wage determination for the locality in which a covered activity
9 subject to DB will take place prior to issuing requests for bids, proposals, quotes or other
10 methods for soliciting contracts (solicitation) for activities subject to DB. These wage
11 determinations shall be incorporated into solicitations and any subsequent contracts. Prime
12 contracts must contain a provision requiring that subcontractors follow the wage determination
13 incorporated into the prime contract.

14
15 XIV. The Loan Recipient agrees to comply with Section 436 of the Consolidated Appropriations
16 Act, 2014 (P.L. 113-76), which requires that all of the iron and steel products used in the Project
17 are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the
18 Loan Recipient has requested and obtained a waiver from the Environmental Protection Agency
19 pertaining to the Project or (ii) the State has otherwise advised the Participant in writing that the
20 American Iron and Steel Requirement is not applicable to the Project. The Loan Recipient
21 further agrees to maintain records documenting compliance with the American Iron and Steel
22 Requirement, and to provide records and certifications to the State upon request.

1 XV. The Loan Recipient shall not knowingly award a construction contract to a contractor which
2 has been debarred or suspended by the federal government. The Loan Recipient or its agent
3 shall compare the names of contractors who have bid on the project against the searchable list in
4 the federal "Excluded Parties List System" (EPLS) database, which can be found at
5 <https://www.epls.gov/>; and

6
7 XVI. Pursuant to 40 CFR, Section 33.301, the Loan Recipient shall make good faith efforts to
8 utilize small, minority and women's business enterprises whenever procuring construction,
9 equipment, services and supplies under an EPA financial assistance agreement, and shall require
10 that prime contractors also comply. Records documenting compliance with the six good faith
11 efforts shall be retained.

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

16
17 XVIII. This agreement shall be construed in accordance with the laws of the State of New
18 Hampshire and is binding upon and inures to the benefit of the parties and their respective
19 successors. The parties hereto do not intend to benefit any third parties and, consequently, the
20 agreement shall not be construed to confer any such benefit.

21
22 XIX. This agreement, which may be executed in a number of counterparts, each of which shall
23 be deemed an original, constitutes the entire agreement and understanding between the parties
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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.

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4 STATE OF NEW HAMPSHIRE by:

5 Thomas S. Burack
6 Thomas S. Burack, Commissioner
7 Department of Environmental Services

CONWAY VILLAGE FIRE DISTRICT by:

Janice Bean
Janice Bean, Chairman
Conway Village Fire District

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EXHIBIT A

STATE OF NEW HAMPSHIRE

DRINKING WATER STATE REVOLVING LOAN FUND PROGRAM

PROJECT DESCRIPTION

The Conway Village Fire District has applied for a Loan to be used for water system improvements including replacing approximately 3,100 linear feet of water main under West Main Street, approximately 265 linear feet under North Road and approximately 2,800 linear feet under Main Street.

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EXHIBIT B

**STATE OF NEW HAMPSHIRE
DRINKING WATER STATE REVOLVING LOAN FUND PROGRAM**

PROMISSORY NOTE AND REPAYMENT SCHEDULE

The Conway Village Fire District ("Loan Recipient") promises to pay to the Treasurer of the State of New Hampshire the sum of _____ Dollars (_____) in installments on the anniversary date of this Promissory Note ("Note") in each year as set forth below, commencing on the first principal payment date and annually thereafter on each principal payment date, including interest 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. A sum of _____% of each principal and interest installment payment will be forgiven at the time each installment is due.

REPAYMENT SCHEDULE

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total P&I</u>	<u>Payment Due</u>
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1 This Note is issued under and by virtue of the New Hampshire Municipal Finance Act, an
2 agreement duly entered into by the Loan Recipient and the Drinking Water State Revolving Loan
3 Fund Program ("Agreement"), a vote of the Loan Recipient at its Commission Meeting on
4 _____, _____, and a duly-adopted resolution of the Governing Body of the Loan
5 Recipient and is issued for the purpose of financing the cost of the Project as described in said
6 Resolution and Agreement.

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

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

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

15 IN WITNESS whereof the Loan Recipient has caused this Note to be signed by its
16 Commission Chairman, and the seal of the Loan Recipient to be affixed hereto, as of the _____
17 day of _____, 20__.

18

19 CONWAY VILLAGE FIRE DISTRICT by:

20

Janine Bean, Chairman
Conway Village Fire District

22

23

(Seal)

24

25

1 form of Exhibit B, attached hereto. The outstanding principal amount of the Loan made
2 hereunder shall bear interest which shall accrue from the date of Substantial Completion or
3 Scheduled Completion, whichever is earlier, as specified in the OLA, computed on the basis of
4 30-day months and 360-day years using the following interest rate: **1.256%**.

5 Annual payments by the Loan Recipient of principal and interest shall commence on
6 **October 1, 2022**, and shall be due on this anniversary date each year thereafter until the Note is
7 paid in full.

8 The Loan Recipient hereby authorizes the State to compute the annual debt service
9 installments and to make the appropriate notations on the Note, provided that failure to make
10 such a notation or any error made in such a notation with respect to any Loan shall not limit the
11 Loan Recipient's payment obligations under this Agreement and any Note.

12 Upon default in the prompt and full payment of any installment of principal or interest on
13 this Agreement, the entire unpaid principal hereof and interest thereon to the date of payment
14 shall immediately become due and payable upon the demand of the State of New Hampshire.

15 At any time, any State grant funds payable to the Loan Recipient may be set off against
16 and applied in payment of any obligations that are due hereunder. In the event of a default in
17 the prompt and full payment when due of any installment of principal or of interest on a Note
18 issued under this Agreement, any State grant funds payable to the Loan Recipient may be held
19 and treated as collateral security for the payment of the obligations hereunder.

20 In the event of set off, the State shall notify the Loan Recipient of said set off and said
21 funds will be applied to the annual payment due.

22 No delay or omission on the part of the State of New Hampshire in exercising any right
23 hereunder shall operate as a waiver of such right or of any other right under this Note. A waiver
24 on any one occasion shall not be construed as a bar to or any right and/or remedy on any future
25 occasion.

1 The Loan Recipient will pay all costs of collection, legal expenses, and attorney's fees
2 incurred or paid by the State of New Hampshire in collecting and/or enforcing this Agreement or
3 any Loan made hereunder on default.

4 The Loan Recipient reserves the right to prepay, without penalty, all or any part of the
5 principal or interest of any Loan made hereunder.

6 The Loan Recipient agrees to comply with all State and Federal requirements and the
7 Rules.

8 The effective date of this Agreement shall be the date of signature by the Commissioner
9 of the New Hampshire Department of Environmental Services.

10 This Agreement may be amended, waived or discharged only by a written instrument
11 signed by the parties hereto.

12 This Agreement shall be construed in accordance with the laws of the State of New
13 Hampshire, and is binding upon and inures to the benefit of the parties and their respective
14 successors.

15 The parties hereto do not intend to benefit any third parties and this Agreement shall not
16 be construed to confer any such benefit.

17 This Agreement, which may be executed in a number of counterparts, each of which shall
18 be deemed an original, and those provisions of the Original Loan Agreement not superseded by
19 this Supplemental Loan Agreement constitute the entire Agreement and understanding between
20 the parties, and supersedes all other prior agreements and understandings relating hereto.

21

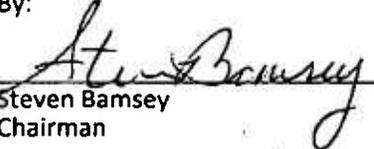
22 STATE OF NEW HAMPSHIRE

CONWAY VILLAGE FIRE DISTRICT,
New Hampshire

23 By:

By:

24  12/3/21

24  11.4.21

25 Robert R. Scott, Commissioner Date
Department of Environmental Services

Steven Bamsey Date
Chairman

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EXHIBIT A
STATE OF NEW HAMPSHIRE
DRINKING WATER STATE REVOLVING LOAN FUND PROGRAM
PROJECT DESCRIPTION

The **Conway Village Fire District**, New Hampshire applied for a Loan and has completed the following: Replacement of water main along West Main Street, North Road and Main Street.

1 EXHIBIT B

2 STATE OF NEW HAMPSHIRE

3 DRINKING WATER STATE REVOLVING LOAN FUND PROGRAM

4 PROMISSORY NOTE AND REPAYMENT SCHEDULE

5
6 The Conway Village Fire District, New Hampshire (Loan Recipient) promises to pay to the
7 Treasurer of the State of New Hampshire the principal sum of Six Hundred Forty Thousand Nine
8 Hundred Fifty and 00/100 Dollars (\$640,950) in installments on October 1 in each year as set
9 forth below, with interest on the entire unpaid balance payable on the first principal payment
10 date and annually, thereafter, at the rate of 1.256% per annum, computed on the basis of 30-day
11 months and 360-day years, in the respective years set forth below. A total of \$128,190 of
12 principal will be forgiven and will be granted as reflected in the payment schedule shown below.

13
14 REPAYMENT SCHEDULE

15

Payment Date	Principal Payment	Principal Forgiveness	Interest Payment	Total Payment
10/1/2022	\$18,203.33	128,190	\$8,745.67	\$26,949.00
10/1/2023	\$21,259.26	0	\$5,689.74	\$26,949.00
10/1/2024	\$21,526.27	0	\$5,422.73	\$26,949.00
10/1/2025	\$21,796.64	0	\$5,152.36	\$26,949.00
10/1/2026	\$22,070.41	0	\$4,878.59	\$26,949.00
10/1/2027	\$22,347.61	0	\$4,601.39	\$26,949.00
10/1/2028	\$22,628.30	0	\$4,320.70	\$26,949.00
10/1/2029	\$22,912.51	0	\$4,036.49	\$26,949.00
10/1/2030	\$23,200.29	0	\$3,748.71	\$26,949.00
10/1/2031	\$23,491.69	0	\$3,457.31	\$26,949.00
10/1/2032	\$23,786.74	0	\$3,162.26	\$26,949.00
10/1/2033	\$24,085.50	0	\$2,863.50	\$26,949.00
10/1/2034	\$24,388.02	0	\$2,560.98	\$26,949.00
10/1/2035	\$24,694.33	0	\$2,254.67	\$26,949.00
10/1/2036	\$25,004.49	0	\$1,944.51	\$26,949.00
10/1/2037	\$25,318.55	0	\$1,630.45	\$26,949.00

10/1/2038	\$25,636.55		0	\$1,312.45	\$26,949.00
10/1/2039	\$25,958.55		0	\$990.45	\$26,949.00
10/1/2040	\$26,284.58		0	\$664.42	\$26,949.00
10/1/2041	\$26,614.74		0	\$334.28	\$26,949.02

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

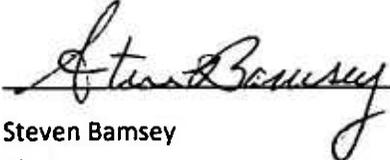
The Loan Recipient reserves the right to prepay, at any time and without penalty, all or any part of the outstanding principal or interest on this Note.

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

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

IN WITNESS whereof the Loan Recipient has caused this Note to be signed by its Chairman on the date below.

Conway Village Fire District, New Hampshire by:

 11.4.21

Steven Bamsey
Chairman

Date

(Seal)

**EXHIBIT 2-C
New Hampshire Department of Environmental Services**

Drinking Water SRF Loan Schedule

Print Date: 10/14/2024
 Loan Disbursed: 640,950
 Interest Rate: 1.1680%
 Administrative Fee: 2.0000%
 Term: 24 Years

Borrower: Conway Village Fire District
 Project Number: 0511010-02

Ref Num	Due Date	Date Received	Beginning Balance	Principal Payment	Principal Forgiven	Interest Payment	Interest Rate %	Administrative Fees	Total Payments	Ending Balance
6181	12/1/2017	1/9/2018	28,844.96	28,844.96	0.00	148.97	1.6800	0.00	28,993.93	0.00
2	1/1/2018		0.00	0.00	0.00	0.00	1.1680	0.00	0.00	0.00
3	2/1/2018		0.00	0.00	0.00	0.00	1.1680	0.00	0.00	0.00
4	3/1/2018		0.00	0.00	0.00	0.00	1.1680	0.00	0.00	0.00
5	4/1/2018		0.00	0.00	0.00	0.00	1.1680	0.00	0.00	0.00
6	5/1/2018		0.00	0.00	0.00	0.00	1.1680	0.00	0.00	0.00
6498	6/1/2018		12,706.68	0.00	0.00	0.00	1.1680	0.00	0.00	12,706.68
8	7/1/2018		12,706.68	0.00	0.00	0.00	1.1680	0.00	0.00	12,706.68
9	8/1/2018		12,706.68	0.00	0.00	0.00	1.1680	0.00	0.00	12,706.68
10	9/1/2018		12,706.68	0.00	0.00	0.00	1.1680	0.00	0.00	12,706.68
11	10/1/2018		12,706.68	0.00	0.00	0.00	1.1680	0.00	0.00	12,706.68
12	11/1/2018		12,706.68	0.00	0.00	0.00	1.1680	0.00	0.00	12,706.68
13	12/1/2018		12,706.68	0.00	0.00	0.00	1.1680	0.00	0.00	12,706.68
14	1/1/2019		12,706.68	0.00	0.00	0.00	1.1680	0.00	0.00	12,706.68
15	2/1/2019		12,706.68	0.00	0.00	0.00	1.1680	0.00	0.00	12,706.68
7281	3/1/2019	2/26/2019	12,706.68	12,706.68	0.00	104.83	1.1680	0.00	12,811.51	0.00
17	4/1/2019		0.00	0.00	0.00	0.00	1.1680	0.00	0.00	0.00
18	5/1/2019		0.00	0.00	0.00	0.00	1.1680	0.00	0.00	0.00
19	6/1/2019		0.00	0.00	0.00	0.00	1.1680	0.00	0.00	0.00
20	7/1/2019		0.00	0.00	0.00	0.00	1.1680	0.00	0.00	0.00
21	8/1/2019		0.00	0.00	0.00	0.00	1.1680	0.00	0.00	0.00
22	9/1/2019		0.00	0.00	0.00	0.00	1.1680	0.00	0.00	0.00
23	10/1/2019		0.00	0.00	0.00	0.00	1.1680	0.00	0.00	0.00
24	11/1/2019		0.00	0.00	0.00	0.00	1.1680	0.00	0.00	0.00
25	12/1/2019		0.00	0.00	0.00	0.00	1.1680	0.00	0.00	0.00
26	1/1/2020		0.00	0.00	0.00	0.00	1.1680	0.00	0.00	0.00
27	2/1/2020		4,737.92	0.00	0.00	0.00	1.1680	0.00	0.00	4,737.92
28	3/1/2020		19,192.49	0.00	0.00	0.00	1.1680	0.00	0.00	19,192.49
29	4/1/2020		19,192.49	0.00	0.00	0.00	1.1680	0.00	0.00	19,192.49
30	5/1/2020		23,122.81	0.00	0.00	0.00	1.1680	0.00	0.00	23,122.81
31	6/1/2020		23,122.81	0.00	0.00	0.00	1.1680	0.00	0.00	23,122.81
32	7/1/2020		23,122.81	0.00	0.00	0.00	1.1680	0.00	0.00	23,122.81
33	8/1/2020		23,122.81	0.00	0.00	0.00	1.1680	0.00	0.00	23,122.81
34	9/1/2020		23,122.81	0.00	0.00	0.00	1.1680	0.00	0.00	23,122.81
35	10/1/2020		26,213.11	0.00	0.00	0.00	1.1680	0.00	0.00	26,213.11

New Hampshire Department of Environmental Services

Drinking Water SRF Loan Schedule

Print Date: 10/14/2024
 Loan Disbursed: 640,950
 Interest Rate: 1.1680%
 Administrative Fee: 2.0000%
 Term: 24 Years

Borrower: Conway Village Fire District
 Project Number: 0511010-02

Ref Num	Due Date	Date Received	Beginning Balance	Principal Payment	Principal Forgiven	Interest Payment	Interest Rate %	Administrative Fees	Total Payments	Ending Balance
36	11/1/2020		38,550.60	0.00	0.00	0.00	1.1680	0.00	0.00	38,550.60
37	12/1/2020		38,550.60	0.00	0.00	0.00	1.1680	0.00	0.00	38,550.60
38	1/1/2021		38,550.60	0.00	0.00	0.00	1.1680	0.00	0.00	38,550.60
39	2/1/2021		48,651.21	0.00	0.00	0.00	1.1680	0.00	0.00	48,651.21
40	3/1/2021		48,651.21	0.00	0.00	0.00	1.1680	0.00	0.00	48,651.21
41	4/1/2021		49,433.21	0.00	0.00	0.00	1.1680	0.00	0.00	49,433.21
42	5/1/2021		49,433.21	0.00	0.00	0.00	1.1680	0.00	0.00	49,433.21
43	6/1/2021		49,433.21	0.00	0.00	0.00	1.1680	0.00	0.00	49,433.21
44	7/1/2021		49,433.21	0.00	0.00	0.00	1.1680	0.00	0.00	49,433.21
45	8/1/2021		49,433.21	0.00	0.00	0.00	1.1680	0.00	0.00	49,433.21
46	9/1/2021		269,537.62	0.00	0.00	0.00	1.1680	0.00	0.00	269,537.62
47	10/1/2021		599,398.36	0.00	0.00	0.00	1.1680	0.00	0.00	599,398.36
48	11/1/2021		599,398.36	0.00	0.00	0.00	1.1680	0.00	0.00	599,398.36
49	12/1/2021		599,398.36	0.00	0.00	0.00	1.1680	0.00	0.00	599,398.36
50	1/1/2022		599,398.36	0.00	0.00	0.00	1.1680	0.00	0.00	599,398.36
51	2/1/2022		599,398.36	0.00	0.00	0.00	1.1680	0.00	0.00	599,398.36
52	3/1/2022		599,398.36	0.00	0.00	0.00	1.1680	0.00	0.00	599,398.36
53	4/1/2022		599,398.36	0.00	0.00	0.00	1.1680	0.00	0.00	599,398.36
54	5/1/2022		599,398.36	0.00	0.00	0.00	1.1680	0.00	0.00	599,398.36
55	6/1/2022		599,398.36	0.00	0.00	0.00	1.1680	0.00	0.00	599,398.36
56	7/1/2022		599,398.36	0.00	0.00	0.00	1.1680	0.00	0.00	599,398.36
57	8/1/2022		599,398.36	0.00	0.00	0.00	1.1680	0.00	0.00	599,398.36
58	9/1/2022		599,398.36	0.00	0.00	0.00	1.1680	0.00	0.00	599,398.36
CODWSRF3362	10/1/2022	9/9/2022	599,398.36	18,203.33	128,190.00	1,217.23	0.0000	7,528.44	26,949.00	453,005.03
60	11/1/2022		453,005.03	0.00	0.00	0.00	0.0000	0.00	0.00	453,005.03
61	12/1/2022		453,005.03	0.00	0.00	0.00	0.0000	0.00	0.00	453,005.03
62	1/1/2023		453,005.03	0.00	0.00	0.00	0.0000	0.00	0.00	453,005.03
63	2/1/2023		453,005.03	0.00	0.00	0.00	0.0000	0.00	0.00	453,005.03
64	3/1/2023		453,005.03	0.00	0.00	0.00	0.0000	0.00	0.00	453,005.03
65	4/1/2023		453,005.03	0.00	0.00	0.00	0.0000	0.00	0.00	453,005.03
66	5/1/2023		453,005.03	0.00	0.00	0.00	0.0000	0.00	0.00	453,005.03
67	6/1/2023		453,005.03	0.00	0.00	0.00	0.0000	0.00	0.00	453,005.03
68	7/1/2023		453,005.03	0.00	0.00	0.00	0.0000	0.00	0.00	453,005.03
69	8/1/2023		453,005.03	0.00	0.00	0.00	0.0000	0.00	0.00	453,005.03
70	9/1/2023		453,005.03	0.00	0.00	0.00	0.0000	0.00	0.00	453,005.03

New Hampshire Department of Environmental Services

Drinking Water SRF Loan Schedule

Print Date: 10/14/2024
 Loan Disbursed: 640,950
 Interest Rate: 1.1680%
 Administrative Fee: 2.0000%
 Term: 24 Years

Borrower: Conway Village Fire District
 Project Number: 0511010-02

Ref Num	Due Date	Date Received	Beginning Balance	Principal Payment	Principal Forgiven	Interest Payment	Interest Rate %	Administrative Fees	Total Payments	Ending Balance
CODWSRF4474	10/1/2023	9/11/2023	453,005.03	21,259.26	0.00	0.00	0.0000	5,689.74	26,949.00	431,745.77
72	11/1/2023		431,745.77	0.00	0.00	0.00	1.1680	0.00	0.00	431,745.77
73	12/1/2023		431,745.77	0.00	0.00	0.00	1.1680	0.00	0.00	431,745.77
74	1/1/2024		431,745.77	0.00	0.00	0.00	1.1680	0.00	0.00	431,745.77
75	2/1/2024		431,745.77	0.00	0.00	0.00	1.1680	0.00	0.00	431,745.77
76	3/1/2024		431,745.77	0.00	0.00	0.00	1.1680	0.00	0.00	431,745.77
77	4/1/2024		431,745.77	0.00	0.00	0.00	1.1680	0.00	0.00	431,745.77
78	5/1/2024		431,745.77	0.00	0.00	0.00	1.1680	0.00	0.00	431,745.77
79	6/1/2024		431,745.77	0.00	0.00	0.00	1.1680	0.00	0.00	431,745.77
80	7/1/2024		431,745.77	0.00	0.00	0.00	1.1680	0.00	0.00	431,745.77
81	8/1/2024		431,745.77	0.00	0.00	0.00	1.1680	0.00	0.00	431,745.77
82	9/1/2024		431,745.77	0.00	0.00	0.00	1.1680	0.00	0.00	431,745.77
CODWSRF5549	10/1/2024	9/9/2024	431,745.77	21,526.27	0.00	0.00	1.1680	5,422.73	26,949.00	410,219.50
84	11/1/2024		410,219.50	0.00	0.00	0.00	1.1680	0.00	0.00	410,219.50
85	12/1/2024		410,219.50	0.00	0.00	0.00	1.1680	0.00	0.00	410,219.50
86	1/1/2025		410,219.50	0.00	0.00	0.00	1.1680	0.00	0.00	410,219.50
87	2/1/2025		410,219.50	0.00	0.00	0.00	1.1680	0.00	0.00	410,219.50
88	3/1/2025		410,219.50	0.00	0.00	0.00	1.1680	0.00	0.00	410,219.50
89	4/1/2025		410,219.50	0.00	0.00	0.00	1.1680	0.00	0.00	410,219.50
90	5/1/2025		410,219.50	0.00	0.00	0.00	1.1680	0.00	0.00	410,219.50
91	6/1/2025		410,219.50	0.00	0.00	0.00	1.1680	0.00	0.00	410,219.50
92	7/1/2025		410,219.50	0.00	0.00	0.00	1.1680	0.00	0.00	410,219.50
93	8/1/2025		410,219.50	0.00	0.00	0.00	1.1680	0.00	0.00	410,219.50
94	9/1/2025		410,219.50	0.00	0.00	0.00	1.1680	0.00	0.00	410,219.50
95	10/1/2025		410,219.50	21,796.64	0.00	0.00	1.1680	5,152.36	26,949.00	388,422.86
96	11/1/2025		388,422.86	0.00	0.00	0.00	1.1680	0.00	0.00	388,422.86
97	12/1/2025		388,422.86	0.00	0.00	0.00	1.1680	0.00	0.00	388,422.86
98	1/1/2026		388,422.86	0.00	0.00	0.00	1.1680	0.00	0.00	388,422.86
99	2/1/2026		388,422.86	0.00	0.00	0.00	1.1680	0.00	0.00	388,422.86
100	3/1/2026		388,422.86	0.00	0.00	0.00	1.1680	0.00	0.00	388,422.86
101	4/1/2026		388,422.86	0.00	0.00	0.00	1.1680	0.00	0.00	388,422.86
102	5/1/2026		388,422.86	0.00	0.00	0.00	1.1680	0.00	0.00	388,422.86
103	6/1/2026		388,422.86	0.00	0.00	0.00	1.1680	0.00	0.00	388,422.86
104	7/1/2026		388,422.86	0.00	0.00	0.00	1.1680	0.00	0.00	388,422.86
105	8/1/2026		388,422.86	0.00	0.00	0.00	1.1680	0.00	0.00	388,422.86

New Hampshire Department of Environmental Services

Drinking Water SRF Loan Schedule

Print Date: 10/14/2024
 Loan Disbursed: 640,950
 Interest Rate: 1.1680%
 Administrative Fee: 2.0000%
 Term: 24 Years

Borrower: Conway Village Fire District
 Project Number: 0511010-02

Ref Num	Due Date	Date Received	Beginning Balance	Principal Payment	Principal Forgiven	Interest Payment	Interest Rate %	Administrative Fees	Total Payments	Ending Balance
106	9/1/2026		388,422.86	0.00	0.00	0.00	1.1680	0.00	0.00	388,422.86
107	10/1/2026		388,422.86	22,070.41	0.00	0.00	1.1680	4,878.59	26,949.00	366,352.45
108	11/1/2026		366,352.45	0.00	0.00	0.00	1.1680	0.00	0.00	366,352.45
109	12/1/2026		366,352.45	0.00	0.00	0.00	1.1680	0.00	0.00	366,352.45
110	1/1/2027		366,352.45	0.00	0.00	0.00	1.1680	0.00	0.00	366,352.45
111	2/1/2027		366,352.45	0.00	0.00	0.00	1.1680	0.00	0.00	366,352.45
112	3/1/2027		366,352.45	0.00	0.00	0.00	1.1680	0.00	0.00	366,352.45
113	4/1/2027		366,352.45	0.00	0.00	0.00	1.1680	0.00	0.00	366,352.45
114	5/1/2027		366,352.45	0.00	0.00	0.00	1.1680	0.00	0.00	366,352.45
115	6/1/2027		366,352.45	0.00	0.00	0.00	1.1680	0.00	0.00	366,352.45
116	7/1/2027		366,352.45	0.00	0.00	0.00	1.1680	0.00	0.00	366,352.45
117	8/1/2027		366,352.45	0.00	0.00	0.00	1.1680	0.00	0.00	366,352.45
118	9/1/2027		366,352.45	0.00	0.00	0.00	1.1680	0.00	0.00	366,352.45
119	10/1/2027		366,352.45	22,347.61	0.00	0.00	1.1680	4,601.39	26,949.00	344,004.84
120	11/1/2027		344,004.84	0.00	0.00	0.00	1.1680	0.00	0.00	344,004.84
121	12/1/2027		344,004.84	0.00	0.00	0.00	1.1680	0.00	0.00	344,004.84
122	1/1/2028		344,004.84	0.00	0.00	0.00	1.1680	0.00	0.00	344,004.84
123	2/1/2028		344,004.84	0.00	0.00	0.00	1.1680	0.00	0.00	344,004.84
124	3/1/2028		344,004.84	0.00	0.00	0.00	1.1680	0.00	0.00	344,004.84
125	4/1/2028		344,004.84	0.00	0.00	0.00	1.1680	0.00	0.00	344,004.84
126	5/1/2028		344,004.84	0.00	0.00	0.00	1.1680	0.00	0.00	344,004.84
127	6/1/2028		344,004.84	0.00	0.00	0.00	1.1680	0.00	0.00	344,004.84
128	7/1/2028		344,004.84	0.00	0.00	0.00	1.1680	0.00	0.00	344,004.84
129	8/1/2028		344,004.84	0.00	0.00	0.00	1.1680	0.00	0.00	344,004.84
130	9/1/2028		344,004.84	0.00	0.00	0.00	1.1680	0.00	0.00	344,004.84
131	10/1/2028		344,004.84	22,628.30	0.00	0.00	1.1680	4,320.70	26,949.00	321,376.54
132	11/1/2028		321,376.54	0.00	0.00	0.00	1.1680	0.00	0.00	321,376.54
133	12/1/2028		321,376.54	0.00	0.00	0.00	1.1680	0.00	0.00	321,376.54
134	1/1/2029		321,376.54	0.00	0.00	0.00	1.1680	0.00	0.00	321,376.54
135	2/1/2029		321,376.54	0.00	0.00	0.00	1.1680	0.00	0.00	321,376.54
136	3/1/2029		321,376.54	0.00	0.00	0.00	1.1680	0.00	0.00	321,376.54
137	4/1/2029		321,376.54	0.00	0.00	0.00	1.1680	0.00	0.00	321,376.54
138	5/1/2029		321,376.54	0.00	0.00	0.00	1.1680	0.00	0.00	321,376.54
139	6/1/2029		321,376.54	0.00	0.00	0.00	1.1680	0.00	0.00	321,376.54
140	7/1/2029		321,376.54	0.00	0.00	0.00	1.1680	0.00	0.00	321,376.54

New Hampshire Department of Environmental Services

Drinking Water SRF Loan Schedule

Print Date: 10/14/2024
 Loan Disbursed: 640,950
 Interest Rate: 1.1680%
 Administrative Fee: 2.0000%
 Term: 24 Years

Borrower: Conway Village Fire District
 Project Number: 0511010-02

Ref Num	Due Date	Date Received	Beginning Balance	Principal Payment	Principal Forgiven	Interest Payment	Interest Rate %	Administrative Fees	Total Payments	Ending Balance
141	8/1/2029		321,376.54	0.00	0.00	0.00	1.1680	0.00	0.00	321,376.54
142	9/1/2029		321,376.54	0.00	0.00	0.00	1.1680	0.00	0.00	321,376.54
143	10/1/2029		321,376.54	22,912.51	0.00	0.00	1.1680	4,036.49	26,949.00	298,464.03
144	11/1/2029		298,464.03	0.00	0.00	0.00	1.1680	0.00	0.00	298,464.03
145	12/1/2029		298,464.03	0.00	0.00	0.00	1.1680	0.00	0.00	298,464.03
146	1/1/2030		298,464.03	0.00	0.00	0.00	1.1680	0.00	0.00	298,464.03
147	2/1/2030		298,464.03	0.00	0.00	0.00	1.1680	0.00	0.00	298,464.03
148	3/1/2030		298,464.03	0.00	0.00	0.00	1.1680	0.00	0.00	298,464.03
149	4/1/2030		298,464.03	0.00	0.00	0.00	1.1680	0.00	0.00	298,464.03
150	5/1/2030		298,464.03	0.00	0.00	0.00	1.1680	0.00	0.00	298,464.03
151	6/1/2030		298,464.03	0.00	0.00	0.00	1.1680	0.00	0.00	298,464.03
152	7/1/2030		298,464.03	0.00	0.00	0.00	1.1680	0.00	0.00	298,464.03
153	8/1/2030		298,464.03	0.00	0.00	0.00	1.1680	0.00	0.00	298,464.03
154	9/1/2030		298,464.03	0.00	0.00	0.00	1.1680	0.00	0.00	298,464.03
155	10/1/2030		298,464.03	23,200.29	0.00	0.00	1.1680	3,748.71	26,949.00	275,263.74
156	11/1/2030		275,263.74	0.00	0.00	0.00	1.1680	0.00	0.00	275,263.74
157	12/1/2030		275,263.74	0.00	0.00	0.00	1.1680	0.00	0.00	275,263.74
158	1/1/2031		275,263.74	0.00	0.00	0.00	1.1680	0.00	0.00	275,263.74
159	2/1/2031		275,263.74	0.00	0.00	0.00	1.1680	0.00	0.00	275,263.74
160	3/1/2031		275,263.74	0.00	0.00	0.00	1.1680	0.00	0.00	275,263.74
161	4/1/2031		275,263.74	0.00	0.00	0.00	1.1680	0.00	0.00	275,263.74
162	5/1/2031		275,263.74	0.00	0.00	0.00	1.1680	0.00	0.00	275,263.74
163	6/1/2031		275,263.74	0.00	0.00	0.00	1.1680	0.00	0.00	275,263.74
164	7/1/2031		275,263.74	0.00	0.00	0.00	1.1680	0.00	0.00	275,263.74
165	8/1/2031		275,263.74	0.00	0.00	0.00	1.1680	0.00	0.00	275,263.74
166	9/1/2031		275,263.74	0.00	0.00	0.00	1.1680	0.00	0.00	275,263.74
167	10/1/2031		275,263.74	23,491.69	0.00	0.00	1.1680	3,457.31	26,949.00	251,772.05
168	11/1/2031		251,772.05	0.00	0.00	0.00	1.1680	0.00	0.00	251,772.05
169	12/1/2031		251,772.05	0.00	0.00	0.00	1.1680	0.00	0.00	251,772.05
170	1/1/2032		251,772.05	0.00	0.00	0.00	1.1680	0.00	0.00	251,772.05
171	2/1/2032		251,772.05	0.00	0.00	0.00	1.1680	0.00	0.00	251,772.05
172	3/1/2032		251,772.05	0.00	0.00	0.00	1.1680	0.00	0.00	251,772.05
173	4/1/2032		251,772.05	0.00	0.00	0.00	1.1680	0.00	0.00	251,772.05
174	5/1/2032		251,772.05	0.00	0.00	0.00	1.1680	0.00	0.00	251,772.05
175	6/1/2032		251,772.05	0.00	0.00	0.00	1.1680	0.00	0.00	251,772.05

New Hampshire Department of Environmental Services

Drinking Water SRF Loan Schedule

Print Date: 10/14/2024
 Loan Disbursed: 640,950
 Interest Rate: 1.1680%
 Administrative Fee: 2.0000%
 Term: 24 Years

Borrower: Conway Village Fire District
 Project Number: 0511010-02

Ref Num	Due Date	Date Received	Beginning Balance	Principal Payment	Principal Forgiven	Interest Payment	Interest Rate %	Administrative Fees	Total Payments	Ending Balance
176	7/1/2032		251,772.05	0.00	0.00	0.00	1.1680	0.00	0.00	251,772.05
177	8/1/2032		251,772.05	0.00	0.00	0.00	1.1680	0.00	0.00	251,772.05
178	9/1/2032		251,772.05	0.00	0.00	0.00	1.1680	0.00	0.00	251,772.05
179	10/1/2032		251,772.05	23,786.74	0.00	0.00	1.1680	3,162.26	26,949.00	227,985.31
180	11/1/2032		227,985.31	0.00	0.00	0.00	1.1680	0.00	0.00	227,985.31
181	12/1/2032		227,985.31	0.00	0.00	0.00	1.1680	0.00	0.00	227,985.31
182	1/1/2033		227,985.31	0.00	0.00	0.00	1.1680	0.00	0.00	227,985.31
183	2/1/2033		227,985.31	0.00	0.00	0.00	1.1680	0.00	0.00	227,985.31
184	3/1/2033		227,985.31	0.00	0.00	0.00	1.1680	0.00	0.00	227,985.31
185	4/1/2033		227,985.31	0.00	0.00	0.00	1.1680	0.00	0.00	227,985.31
186	5/1/2033		227,985.31	0.00	0.00	0.00	1.1680	0.00	0.00	227,985.31
187	6/1/2033		227,985.31	0.00	0.00	0.00	1.1680	0.00	0.00	227,985.31
188	7/1/2033		227,985.31	0.00	0.00	0.00	1.1680	0.00	0.00	227,985.31
189	8/1/2033		227,985.31	0.00	0.00	0.00	1.1680	0.00	0.00	227,985.31
190	9/1/2033		227,985.31	0.00	0.00	0.00	1.1680	0.00	0.00	227,985.31
191	10/1/2033		227,985.31	24,085.50	0.00	0.00	1.1680	2,863.50	26,949.00	203,899.81
192	11/1/2033		203,899.81	0.00	0.00	0.00	1.1680	0.00	0.00	203,899.81
193	12/1/2033		203,899.81	0.00	0.00	0.00	1.1680	0.00	0.00	203,899.81
194	1/1/2034		203,899.81	0.00	0.00	0.00	1.1680	0.00	0.00	203,899.81
195	2/1/2034		203,899.81	0.00	0.00	0.00	1.1680	0.00	0.00	203,899.81
196	3/1/2034		203,899.81	0.00	0.00	0.00	1.1680	0.00	0.00	203,899.81
197	4/1/2034		203,899.81	0.00	0.00	0.00	1.1680	0.00	0.00	203,899.81
198	5/1/2034		203,899.81	0.00	0.00	0.00	1.1680	0.00	0.00	203,899.81
199	6/1/2034		203,899.81	0.00	0.00	0.00	1.1680	0.00	0.00	203,899.81
200	7/1/2034		203,899.81	0.00	0.00	0.00	1.1680	0.00	0.00	203,899.81
201	8/1/2034		203,899.81	0.00	0.00	0.00	1.1680	0.00	0.00	203,899.81
202	9/1/2034		203,899.81	0.00	0.00	0.00	1.1680	0.00	0.00	203,899.81
203	10/1/2034		203,899.81	24,388.02	0.00	0.00	1.1680	2,560.98	26,949.00	179,511.79
204	11/1/2034		179,511.79	0.00	0.00	0.00	1.1680	0.00	0.00	179,511.79
205	12/1/2034		179,511.79	0.00	0.00	0.00	1.1680	0.00	0.00	179,511.79
206	1/1/2035		179,511.79	0.00	0.00	0.00	1.1680	0.00	0.00	179,511.79
207	2/1/2035		179,511.79	0.00	0.00	0.00	1.1680	0.00	0.00	179,511.79
208	3/1/2035		179,511.79	0.00	0.00	0.00	1.1680	0.00	0.00	179,511.79
209	4/1/2035		179,511.79	0.00	0.00	0.00	1.1680	0.00	0.00	179,511.79
210	5/1/2035		179,511.79	0.00	0.00	0.00	1.1680	0.00	0.00	179,511.79

New Hampshire Department of Environmental Services

Drinking Water SRF Loan Schedule

Print Date: 10/14/2024
 Loan Disbursed: 640,950
 Interest Rate: 1.1680%
 Administrative Fee: 2.0000%
 Term: 24 Years

Borrower: Conway Village Fire District
 Project Number: 0511010-02

Ref Num	Due Date	Date Received	Beginning Balance	Principal Payment	Principal Forgiven	Interest Payment	Interest Rate %	Administrative Fees	Total Payments	Ending Balance
211	6/1/2035		179,511.79	0.00	0.00	0.00	1.1680	0.00	0.00	179,511.79
212	7/1/2035		179,511.79	0.00	0.00	0.00	1.1680	0.00	0.00	179,511.79
213	8/1/2035		179,511.79	0.00	0.00	0.00	1.1680	0.00	0.00	179,511.79
214	9/1/2035		179,511.79	0.00	0.00	0.00	1.1680	0.00	0.00	179,511.79
215	10/1/2035		179,511.79	24,694.33	0.00	0.00	1.1680	2,254.67	26,949.00	154,817.46
216	11/1/2035		154,817.46	0.00	0.00	0.00	1.1680	0.00	0.00	154,817.46
217	12/1/2035		154,817.46	0.00	0.00	0.00	1.1680	0.00	0.00	154,817.46
218	1/1/2036		154,817.46	0.00	0.00	0.00	1.1680	0.00	0.00	154,817.46
219	2/1/2036		154,817.46	0.00	0.00	0.00	1.1680	0.00	0.00	154,817.46
220	3/1/2036		154,817.46	0.00	0.00	0.00	1.1680	0.00	0.00	154,817.46
221	4/1/2036		154,817.46	0.00	0.00	0.00	1.1680	0.00	0.00	154,817.46
222	5/1/2036		154,817.46	0.00	0.00	0.00	1.1680	0.00	0.00	154,817.46
223	6/1/2036		154,817.46	0.00	0.00	0.00	1.1680	0.00	0.00	154,817.46
224	7/1/2036		154,817.46	0.00	0.00	0.00	1.1680	0.00	0.00	154,817.46
225	8/1/2036		154,817.46	0.00	0.00	0.00	1.1680	0.00	0.00	154,817.46
226	9/1/2036		154,817.46	0.00	0.00	0.00	1.1680	0.00	0.00	154,817.46
227	10/1/2036		154,817.46	25,004.49	0.00	0.00	1.1680	1,944.51	26,949.00	129,812.97
228	11/1/2036		129,812.97	0.00	0.00	0.00	1.1680	0.00	0.00	129,812.97
229	12/1/2036		129,812.97	0.00	0.00	0.00	1.1680	0.00	0.00	129,812.97
230	1/1/2037		129,812.97	0.00	0.00	0.00	1.1680	0.00	0.00	129,812.97
231	2/1/2037		129,812.97	0.00	0.00	0.00	1.1680	0.00	0.00	129,812.97
232	3/1/2037		129,812.97	0.00	0.00	0.00	1.1680	0.00	0.00	129,812.97
233	4/1/2037		129,812.97	0.00	0.00	0.00	1.1680	0.00	0.00	129,812.97
234	5/1/2037		129,812.97	0.00	0.00	0.00	1.1680	0.00	0.00	129,812.97
235	6/1/2037		129,812.97	0.00	0.00	0.00	1.1680	0.00	0.00	129,812.97
236	7/1/2037		129,812.97	0.00	0.00	0.00	1.1680	0.00	0.00	129,812.97
237	8/1/2037		129,812.97	0.00	0.00	0.00	1.1680	0.00	0.00	129,812.97
238	9/1/2037		129,812.97	0.00	0.00	0.00	1.1680	0.00	0.00	129,812.97
239	10/1/2037		129,812.97	25,318.55	0.00	0.00	1.1680	1,630.45	26,949.00	104,494.42
240	11/1/2037		104,494.42	0.00	0.00	0.00	1.1680	0.00	0.00	104,494.42
241	12/1/2037		104,494.42	0.00	0.00	0.00	1.1680	0.00	0.00	104,494.42
242	1/1/2038		104,494.42	0.00	0.00	0.00	1.1680	0.00	0.00	104,494.42
243	2/1/2038		104,494.42	0.00	0.00	0.00	1.1680	0.00	0.00	104,494.42
244	3/1/2038		104,494.42	0.00	0.00	0.00	1.1680	0.00	0.00	104,494.42
245	4/1/2038		104,494.42	0.00	0.00	0.00	1.1680	0.00	0.00	104,494.42

New Hampshire Department of Environmental Services

Drinking Water SRF Loan Schedule

Print Date: 10/14/2024
 Loan Disbursed: 640,950
 Interest Rate: 1.1680%
 Administrative Fee: 2.0000%
 Term: 24 Years

Borrower: Conway Village Fire District
 Project Number: 0511010-02

Ref Num	Due Date	Date Received	Beginning Balance	Principal Payment	Principal Forgiven	Interest Payment	Interest Rate %	Administrative Fees	Total Payments	Ending Balance
246	5/1/2038		104,494.42	0.00	0.00	0.00	1.1680	0.00	0.00	104,494.42
247	6/1/2038		104,494.42	0.00	0.00	0.00	1.1680	0.00	0.00	104,494.42
248	7/1/2038		104,494.42	0.00	0.00	0.00	1.1680	0.00	0.00	104,494.42
249	8/1/2038		104,494.42	0.00	0.00	0.00	1.1680	0.00	0.00	104,494.42
250	9/1/2038		104,494.42	0.00	0.00	0.00	1.1680	0.00	0.00	104,494.42
251	10/1/2038		104,494.42	25,636.55	0.00	0.00	1.1680	1,312.45	26,949.00	78,857.87
252	11/1/2038		78,857.87	0.00	0.00	0.00	1.1680	0.00	0.00	78,857.87
253	12/1/2038		78,857.87	0.00	0.00	0.00	1.1680	0.00	0.00	78,857.87
254	1/1/2039		78,857.87	0.00	0.00	0.00	1.1680	0.00	0.00	78,857.87
255	2/1/2039		78,857.87	0.00	0.00	0.00	1.1680	0.00	0.00	78,857.87
256	3/1/2039		78,857.87	0.00	0.00	0.00	1.1680	0.00	0.00	78,857.87
257	4/1/2039		78,857.87	0.00	0.00	0.00	1.1680	0.00	0.00	78,857.87
258	5/1/2039		78,857.87	0.00	0.00	0.00	1.1680	0.00	0.00	78,857.87
259	6/1/2039		78,857.87	0.00	0.00	0.00	1.1680	0.00	0.00	78,857.87
260	7/1/2039		78,857.87	0.00	0.00	0.00	1.1680	0.00	0.00	78,857.87
261	8/1/2039		78,857.87	0.00	0.00	0.00	1.1680	0.00	0.00	78,857.87
262	9/1/2039		78,857.87	0.00	0.00	0.00	1.1680	0.00	0.00	78,857.87
263	10/1/2039		78,857.87	25,958.55	0.00	0.00	1.1680	990.45	26,949.00	52,899.32
264	11/1/2039		52,899.32	0.00	0.00	0.00	1.1680	0.00	0.00	52,899.32
265	12/1/2039		52,899.32	0.00	0.00	0.00	1.1680	0.00	0.00	52,899.32
266	1/1/2040		52,899.32	0.00	0.00	0.00	1.1680	0.00	0.00	52,899.32
267	2/1/2040		52,899.32	0.00	0.00	0.00	1.1680	0.00	0.00	52,899.32
268	3/1/2040		52,899.32	0.00	0.00	0.00	1.1680	0.00	0.00	52,899.32
269	4/1/2040		52,899.32	0.00	0.00	0.00	1.1680	0.00	0.00	52,899.32
270	5/1/2040		52,899.32	0.00	0.00	0.00	1.1680	0.00	0.00	52,899.32
271	6/1/2040		52,899.32	0.00	0.00	0.00	1.1680	0.00	0.00	52,899.32
272	7/1/2040		52,899.32	0.00	0.00	0.00	1.1680	0.00	0.00	52,899.32
273	8/1/2040		52,899.32	0.00	0.00	0.00	1.1680	0.00	0.00	52,899.32
274	9/1/2040		52,899.32	0.00	0.00	0.00	1.1680	0.00	0.00	52,899.32
275	10/1/2040		52,899.32	26,284.58	0.00	0.00	1.1680	664.42	26,949.00	26,614.74
276	11/1/2040		26,614.74	0.00	0.00	0.00	1.1680	0.00	0.00	26,614.74
277	12/1/2040		26,614.74	0.00	0.00	0.00	1.1680	0.00	0.00	26,614.74
278	1/1/2041		26,614.74	0.00	0.00	0.00	1.1680	0.00	0.00	26,614.74
279	2/1/2041		26,614.74	0.00	0.00	0.00	1.1680	0.00	0.00	26,614.74
280	3/1/2041		26,614.74	0.00	0.00	0.00	1.1680	0.00	0.00	26,614.74

New Hampshire Department of Environmental Services

Drinking Water SRF Loan Schedule

Print Date: 10/14/2024
 Loan Disbursed: 640,950
 Interest Rate: 1.1680%
 Administrative Fee: 2.0000%
 Term: 24 Years

Borrower: Conway Village Fire District
 Project Number: 0511010-02

Ref Num	Due Date	Date Received	Beginning Balance	Principal Payment	Principal Forgiven	Interest Payment	Interest Rate %	Administrative Fees	Total Payments	Ending Balance
281	4/1/2041		26,614.74	0.00	0.00	0.00	1.1680	0.00	0.00	26,614.74
282	5/1/2041		26,614.74	0.00	0.00	0.00	1.1680	0.00	0.00	26,614.74
283	6/1/2041		26,614.74	0.00	0.00	0.00	1.1680	0.00	0.00	26,614.74
284	7/1/2041		26,614.74	0.00	0.00	0.00	1.1680	0.00	0.00	26,614.74
285	8/1/2041		26,614.74	0.00	0.00	0.00	1.1680	0.00	0.00	26,614.74
286	9/1/2041		26,614.74	0.00	0.00	0.00	1.1680	0.00	0.00	26,614.74
287	10/1/2041		26,614.74	26,614.74	0.00	0.00	1.1680	334.28	26,949.02	0.00
				512,760.00	128,190.00	1,471.03		66,554.43	580,785.46	