The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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January 10, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services to **RETROACTIVELY** amend a Lead Service Line grant (PO# 9005961) to the Town of Hanover (VC# 159880-B001), NH, by extending the completion date to October 1, 2025, from October 1, 2024, effective upon Governor & Council approval. No additional funding is involved in this time extension. The original grant was approved by Governor and Council on May 31, 2023, Item #112. 100% Federal Funds.

EXPLANATION

We are requesting **retroactive** approval of this amendment to provide the Town of Hanover additional time to complete work related to meeting federal lead service line inventory requirements. The Town was awarded a $50,000 grant to conduct an analysis of their current drinking water service line records to identify lead service lines, revise their sampling plan, and create a replacement plan to address any lead service lines within their distribution system. The timeline and deliverables of the Environmental Protection Agency's (EPA) Lead and Copper Rule Revisions (LCRR) were adjusted based on new regulatory updates.

The Town has completed the initial work and has remaining funds available. The Town is requesting a no cost time extension to use the remaining funds to update their initial lead service line inventory to reduce the number of unknown service line materials. Initially the amount of remaining funds was expected to be minimal with no need for an extension, however, once the final amount was determined it was not enough time to meet the Governor and Council meeting deadline prior to the completion date, therefore this request is **retroactive**.

To date, $31,989 of the original grant award of $50,000 has been expended. This amendment has been approved by the Attorney General's Office as to form, substance, and execution.

We respectfully request your approval of this item.

Robert R. Scott
Commissioner

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

Amendment No. 1
To Agreement Between the
N.H. Department of Environmental Services
and
Town of Hanover

This agreement (hereinafter called the Amendment) is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinto referred to as the State) and the Town of Hanover acting by and through the Town Manager, Robert Houseman, (hereinafter referred to as the Grantee).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on May 31, 2023, as Item #112 the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

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

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

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

    A. The Completion Date as set forth in sub-paragraph 1.7 shall be changed from October 1, 2024 to October 1, 2025.

    B. Delete Exhibit B and replace with Exhibit B–Amendment 1. Exhibit B-Amendment 1 is attached hereto and incorporated into this amendment and agreement by reference.

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

2. Effective Date of Amendment; This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.

3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Grantee Initials FH

Date 11/26/2024

Accepted By: FH

11/26/2024

Robert Houseman, Town Manager Town of Hanover — Date

1/8/25

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

Keely Lovato — 1/17/2025

Assistant Attorney General Keely Lovato Department of Justice — Date

Approved as to form, substance and execution

Grantee Initials FH

Date 11/26/2024

Town of Hanover
Lead Service Line Inventory Grant

EXHIBIT B – Amendment 1
SCOPE OF SERVICES

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

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

Invitation for NHDES participation in meetings and workshops is a requirement. Quarterly progress report forms must be completed by grant recipients or their subcontractor and submitted to NHDES every three months, beginning with the first full 3-month quarter after grant approval from the Governor and Executive Council.

All work must be completed prior to the completion date of the Grant Agreement (section 1.7) to be eligible for reimbursement.

Grantee Initials RK

Date 12/2/2024

Town of Hanover

P.O. Box 483

Hanover, NH 03755

CERTIFICATE OF VOTE

I, Christina B. Hall do hereby certify that:

1. I am the Public Works Deputy Director of the Town of Hanover.
2. At a meeting held on February 27, 2023, the Town of Hanover Selectboard voted to accept funds and enter into a Grant Agreement with the **State of New Hampshire Department of Environmental Services** for the Lead Service Line Inventory (LSLI) and Replacement Plan for Large Community Water Systems grant to fund a drinking water system improvement project.
3. The Town of Hanover further authorized the Town Manager, Robert Houseman, to execute any documents necessary to effectuate this Grant Agreement.
4. This authority has not been revoked, superseded, or amended as of the date of this certification.

IN WITNESS WHEREOF, I have hereunto set my hand as Christina Hall, the Deputy Director of Public Works of the Town of Hanover of on November 27, 2024.

Signature: Christina B. Hall

Date: 11/27/2024

DRINKING WATER INFRASTRUCTURE

Certificate of Vote to Accept Grants

Drinking Water and Groundwater Bureau Grants,
PFAS Remediation Grant and Loan Fund (PFAS-RLF),
Drinking Water and Groundwater Trust fund (DWGTF)

RSA/Rule: Env-Dw 1300, Env-Dw 1400, RSA 485-F:3, II and RSA 485-H:9

All funding recipients (Grantee) must demonstrate authority for the Grantee to accept grant funding, enter into a Grant Agreement with the New Hampshire Department of Environmental Services (NHDES), and must further demonstrate that the Grantee's designated Authorized Representative (AR) has the authority from the Grantee to execute the grant documents.

Demonstrating authority may be done by completing a Certificate of Vote (COV). A COV demonstrates that a vote occurred at a meeting of the Grantee's governing body in which:

- The Grantee decided to accept and expend the grant funds and enter into a Grant Agreement with NHDES.
- The Grantee delegated authority to a particular individual (the AR) to sign the grant documents on behalf of the governing body. Meeting minutes must be submitted to NHDES that demonstrate a proper vote occurred.

The COV shall also certify that the authority remains effective and has not been revoked, superseded, or amended. The Grantee vote may take place any time prior to the Grant Agreement being signed. The Grant Agreement will be provided to the Grantee by NHDES.

Instructions

Do not complete the COV until you have received a Grant Agreement (G-1 with Exhibits) from NHDES.

The COV must be completed as follows:

1) A representative of the Grantee that witnessed or has personal knowledge of the vote and can certify the details of the vote for purposes of the COV (for a municipality this is typically a Town Clerk, Board Member, or an Administrative Assistant; for a corporate entity this is typically an officer) signs this form – the AR does **not** sign this form.

2) The COV must be signed on the same date as, or within 30 days of, when the Grant Agreement is signed.

Projects that are receiving grant funds from more than one NHDES program for the same project can complete one COV.

Before completing the COV please make sure all steps above were followed and the person signing/completing the COV is not the Authorized Representative. The original COV must be mailed to the appropriate program contact at NHDES. A template COV is available on the following page.

RECEIVED
DEC 18 2024
DES/DWGWB
By

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Town of Hanover 41 South Main Street PO Box 483 Hanover, NH 03755	194	NH Public Risk Management Exchange - Primex³ PO Box 23 Hooksett, NH 03106-9716

	Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* - **NH Statutory Limits May Apply, If Not:**	
X	**General Liability (Occurrence Form)**	7/1/2024	7/1/2025	Each Occurrence	$ 2,000,000
	Professional Liability (describe)			General Aggregate	$ 10,000,000
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
X	**Automobile Liability** Deductible Comp and Coll: $1,000	7/1/2024	7/1/2025	Combined Single Limit (Each Accident)	$2,000,000
	Any auto			Aggregate	$10,000,000
X	**Workers' Compensation & Employers' Liability**	7/1/2024	7/1/2025	X Statutory	
				Each Accident	$2,000,000
				Disease – Each Employee	$2,000,000
				Disease – Policy Limit	
X	**Property (Special Risk Includes Fire and Theft)**	7/1/2024	7/1/2025	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: $1,000

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

CERTIFICATE HOLDER:	☐ **Additional Covered Party**	☐ **Loss Payee**	**Primex³ – NH Public Risk Management Exchange**
			By: *Mary Beth Purcell*
State of New Hampshire Department of Environmental Services 29 Hazen Drive, PO Box 95 Concord, NH 03302-0095			**Date:** 12/2/2024 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

The State of New Hampshire

Department of Environmental Services

Robert R. Scott, Commissioner

Stephanie Nistico

April 18, 2023

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

APPROVED G & C
DATE 5/31/2023
ITEM # 112

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to award a Lead Service Line Inventory Grant to the Town of Hanover, NH (Vendor Code # 159880 B001) in the amount of $50,000 to develop and implement a drinking water service line inventory, effective upon Governor and Council approval through October 1, 2024. 100% Federal Funds.

Funding is available in the following account:

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

EXPLANATION

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

NHDES released a solicitation for Lead Service Line Inventory, Sampling Plan and Replacement Plan Grant applications in September of 2022. A total of 30 communities were identified as potential candidates for this grant (see Attachment A for a complete list). Funding for these grants was established from the Bipartisan Infrastructure Law (BIL) funding. The grants are being awarded on a first come, first served basis. The grant amounts were determined by the number of drinking water service connections within the water system. Projects eligible to receive grant funding include in-house or outside services to create lead service line inventories, sampling plans, and replacement plans, digitizing historic records, building inspections, test pits/potholing, and water quality testing.

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

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

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

We respectfully request your approval of this item.

Robert R. Scott
Commissioner

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name NH Department of Environmental Services		**1.2. State Agency Address** 29 Hazen Drive, Concord, NH 03302	
1.3 Grantee Name: Town of Hanover		**1.4 Grantee Address** 41 S Main Street, PO Box 483, Hanover, NH 03755	
1.5. Grantee Phone # 603-640-3211	**1.6. Account Number** 03-44-44-441018-5564-072	**1.7. Completion Date** 10/01/2024	**1.8. Grant Limitation** $50,000
1.9. Grant Officer for State Agency Stephanie Nistico		**1.10. State Agency Telephone Number** 603-271-0867	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1		**1.12. Name & Title of Grantee Signor 1** Alex Torpey, Town Manager	
Grantee Signature 2		**Name & Title of Grantee Signor 2**	
Grantee Signature 3		**Name & Title of Grantee Signor 3**	
1.13 State Agency Signature(s)		**1.14. Name & Title of State Agency Signor(s)** Robert R. Scott, Commissioner Department of Environmental Services	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) **By:** **Assistant Attorney General, On:** 5/15/2023			
1.16. Approval by Governor and Council (if applicable) **By:** **On:** / /			

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

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

4. EFFECTIVE DATE; COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.

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

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

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

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

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

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS and ACCOUNTS.

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

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions

8. PERSONNEL.

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

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

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

9. DATA; RETENTION OF DATA; ACCESS.

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

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

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

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

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

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

11. EVENT OF DEFAULT; REMEDIES.

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

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

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

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

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

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

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

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

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

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials AT
Date 4/6/17

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

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

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

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

17. INSURANCE.

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

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

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

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

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

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

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

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

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

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Grantee Initials _____
Date _____

EXHIBIT A
SPECIAL PROVISIONS

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

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

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

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

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical Page 4 of 29 infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

b. Telecommunications or video surveillance services provided by such entities or using such equipment.

c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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

Grantee Initials _____
Date 4/2/23

a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:

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

EXHIBIT B
SCOPE OF SERVICES

Town of Hanover

The Town of Hanover will use funding for data mining and for the development of a service line inventory which will meet the requirements of the revised lead and copper rule set by the federal standards.

Once the service lines are classified, this will lead to a review of the Town of Hanover's sampling plan, development of a plan for the lead services replacement, and customer education efforts through outreach materials.

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

Invitation for NHDES participation in meetings and workshops is a requirement. Quarterly progress report forms must be completed by grant recipients or their subcontractor and submitted to NHDES every three months, beginning with the first full 3-month quarter after grant approval from the Governor and Council.

EXHIBIT C
BUDGET & PAYMENT METHOD

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

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

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

Grantee Initials _____
Date 4/1/13

NEW HAMPSHIRE DEPARTMENT OF Environmental Services

CERTIFICATE OF VOTE OF AUTHORIZATION
GRANTS ONLY

American Rescue Plan Act (ARPA)

TOWN of HANOVER
HANOVER, NEW HAMPSHIRE 03755
P.O. BOX 483 603/643-4123

Certificate of Vote of Authorization

TOWN OF HANOVER
P.O. BOX 483
HANOVER, NH 03755

I, Peter Kulbacki of the Town of Hanover do hereby certify that at a meeting held on February 27, 2023, the Hanover Select Board voted to enter into a Lead Service Line Inventory (LSLI) and Replacement Plan for Large Community Water Systems grant agreement with the New Hampshire Department Environmental Services to fund a Drinking Water improvement project.

The Town of Hanover further authorized Alex Torpey, Town Manager, to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Peter Kulbacki of Town of Hanover, the 7th day of April 2023.

Peter Kulbacki Signature: P Kulbacki

On this 7th day of April 2023, Adriane Coutermarsh, before me (Notary Public) the undersigned Officer, personally appeared. Peter Kulbacki, who acknowledged himself to be the Director of Public Works of Town of Hanover, being authorized so to do, execute the foregoing instrument for the purpose therein contained.

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

Notary Public Adriane Coutermarsh My commission expires: May 5, 2026 Adriane N Coutermarsh

ADRIANE N. COUTERMARSH, Notary Public
My Commission Expires May 5, 2026

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Town of Hanover 41 South Main Street PO Box 483 Hanover, NH 03755	194	NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

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

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

CERTIFICATE HOLDER:		**Additional Covered Party**		**Loss Payee**	**Primex³ – NH Public Risk Management Exchange**
					By: *Mary Beth Purcell*
State of New Hampshire Department of Environmental Services 29 Hazen Drive, PO Box 95 Concord, NH 03302-0095					Date: 2/27/2023 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

Attachment A
Lead Service Line Inventory Grant Program

Potential Grantees

PWS ID	APPLICANTS	AMOUNT AWARDED/ REQUESTED	RANKING SCORE
0231010	BERLIN WATER WORKS	$50,000	N/A
0461010	CLAREMONT WATER DEPT	$50,000	N/A
0501010	CONCORD WATER DEPT	$75,000	N/A
0611010	DERRY WATER DEPT	$50,000	N/A
0651010	DOVER WATER DEPT	$75,000	N/A
0801010	EXETER WATER DEPT	$50,000	N/A
0851010	FRANKLIN WATER WORKS	$50,000	N/A
1031010	HAMPSTEAD AREA WATER	$50,000	N/A
1071010	HANOVER WATER DEPT	$50,000	N/A
1201010	HUDSON WATER DEPT	$40,000	N/A
1181010	CENTRAL HOOKSETT WATER PCT	$50,000	N/A
1241010	KEENE WATER DEPT	$50,000	N/A
1281010	LACONIA WATER WORKS	$50,000	N/A
1321010	LEBANON WATER DEPT	$50,000	N/A
1351010	LINCOLN WATER WORKS	$50,000	N/A
1471010	MANCHESTER WATER WORKS	$100,000	N/A
1531010	MERRIMACK VILLAGE DIST	$50,000	N/A
1561010	MILFORD WATER UTILITIES DEPT	$40,000	N/A
1731010	NEWMARKET WATER WORKS	$50,000	N/A
0511030	NORTH CONWAY WATER PRECINCT	$40,000	N/A
1861010	PEMBROKE WATER WORKS	$40,000	N/A
1871010	PETERBOROUGH WATER WORKS	$50,000	N/A
1951010	PORTSMOUTH WATER WORKS	$75,000	N/A
2001010	ROCHESTER WATER DEPT	$75,000	N/A
2041010	RYE WATER DISTRICT	$40,000	N/A
2051010	SALEM WATER DEPT	$50,000	N/A
2111010	SEABROOK WATER DEPT	$50,000	N/A
2151010	SOMERSWORTH WATER WORKS	$50,000	N/A
2561010	WOLFEBORO WATER AND SEWER	$40,000	N/A
Various	PENNICHUCK WATER WORKS	$100,000	N/A
Various	AQUARION WATER COMPANY OF NH	$75,000	N/A

Grant Reviewer List

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