The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

66

June 18, 2025

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

REQUESTED ACTIONS

1. Authorize the Department of Environmental Services (NHDES) to approve a Drinking Water State Revolving Fund (DWSRF) loan agreement with the Town of Seabrook, NH (VC#177475-B002) in the amount not to exceed $1,140,000 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. 100% Federal Funds.

Funding is available in the following account:

	FY 2026
03-44-44-441018-5563-301-500833 Dept Environmental Services, DWSRF BIL Loans, Loans	$1,140,000

2. Authorize the NHDES to award a Lead Service Line Inventory Grant to the Town of Seabrook, NH (VC#177475-B002) in the amount of $60,000 to develop and implement a drinking water lead service line inventory, effective upon Governor and Council approval through December 31, 2027. 100% Federal Funds.

Funding is available in the following account:

	FY 2026
03-44-44-441018-5564-072-500574 Dept Environmental Services, DWSRF BIL Administration, Grants Federal	$60,000

EXPLANATION

NHDES has offered the Town of Seabrook $1,200,000 in a combination of grant and loan funds from the DWSRF to finance lead service line inventory and replacement efforts. The improvements include lead service line inventory and replacement activities throughout the Town's distribution system. The project will assist the Town with meeting federal requirements.

In April 2025, NHDES released a solicitation for Large Public Water System Lead Service Line Inventory Grant applications to assist public water systems with identifying the material of service lines and updating a service line inventory per federal requirements set by the United States Environmental Protection Agency's Lead and Copper Rule Revisions (LCRR) and the Lead and Copper Rule Improvements (LCRI). A total of 48 communities, serving greater than 1,000 service connections with service lines listed as "unknown" in the initial inventory, 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 rolling basis.

The final DWSRF loan amount will be based on the total DWSRF funds disbursed and may be less than $1,140,000. The loan interest rate may be adjusted downward if the DWSRF loan rate in effect upon project completion is less than the current rate of 3.072% for 20 years. The Town is eligible for principal forgiveness under the 2023 DWSRF Intended Use Plan. The final amount of principal forgiveness will be determined when the aggregate principal amount is established, and the project is complete. There is currently a balance of $35,658,803 in the DWSRF available for new loans.

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 Dr, Concord, NH 03302	
1.3. Grantee Name Town of Seabrook		**1.4. Grantee Address** PO Box 456, Seabrook NH 03874-0456	
1.5 Grantee Phone # 603-474-9921	**1.6. Account Number** 03-44-44-441018-5564-072-500574	**1.7. Completion Date** December 31, 2027	**1.8. Grant Limitation** $60,000
1.9. Grant Officer for State Agency Johnna McKenna		**1.10. State Agency Telephone Number** 603-271-7017	
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**	
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, NHDES	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) **By:** Keely Lovato Keely Lovato		**Assistant Attorney General, On:** 6 /25/2025	
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 WM

Date 6/5/26

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 DM

Date 6/6/25

EXHIBIT A
SPECIAL PROVISIONS

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:

As required by 2 CFR 200.216, subrecipients, 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 federal funds to purchase:

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical 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:

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

Grantee Initials _____
Date 6/6/26

(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 which can be found at https://www.sam.gov/SAM/pages/public/index.jsf

EXHIBIT B
SCOPE OF SERVICES

The Town of Seabrook will use the Lead Service Line Inventory (LSLI) Grant to identify the material of service lines and update a service line inventory per federal requirements set by the United States Environmental Protection Agency's Lead and Copper Rule Revisions (LCRR) and the Lead and Copper Rule Improvements (LCRI). The following tasks are eligible for reimbursement when used for creating the LSL inventories: records review, digitizing historic records, building inspections, test pits/potholing, and other activities related to the identification of service lines with New Hampshire Department of Environmental Services (NHDES) approval. These funds may not be used for equipment purchases, service line replacements, or construction costs.

Deliverable: Submit materials associated with the inventory requirement of LCRR/LCRI to the NHDES.

Additional Scope of Services Requirements:

- **Kick-off meeting:** The grantee shall attend a kick-off meeting with NHDES. A scope of work and project schedule shall be provided to NHDES prior to the kick-off meeting.
- **NHDES Involvement:** NHDES must be notified in advance of any meetings related to the project and may attend as time allows.
- **Status Updates:** Quarterly progress report forms must be completed and submitted to NHDES every three months, beginning with the first full 3-month quarter after grant approval from the Governor and Executive Council. A final update that describes the work completed using the grant shall be submitted with the final payment request. NHDES may request more frequent updates or schedule periodic virtual check-in meetings with the grantee and/or consultant as needed.

Changes to the Scope of Services require NHDES approval in advance.

Grantee Initials WW
Date 6/5/26

EXHIBIT C
BUDGET & PAYMENT METHOD

The NHDES shall pay to the grantee the total reimbursable program for eligible work which shall not exceed the grant limitation of $60,000. All services shall be performed to the satisfaction of the NHDES before payment is made. Reimbursement requests for program costs shall be made no more than once per calendar month by the grantee using the reimbursement form as supplied by the NHDES, which shall be completed and signed by the grantee. The reimbursement form shall be accompanied by associated invoices and documentation based upon direct costs incurred. The grantee will maintain adequate documentation to substantiate all project related costs.

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

Grantee Initials WM
Date 6/5/25

Town of Seabrook NH

99 Lafayette Road

CERTIFICATE OF VOTE

I, Curtis Slayton, do hereby certify that:

1. I am the Water & Sewer Superintendent of the Town of Seabrook.
2. At a meeting held on, May 19, 2025, the Board of Selectmen voted to accept funds and enter into a Grant Agreement with the **State of New Hampshire Department of Environmental Services** for a water system improvement project.
3. The Board of Selectmen further authorized William M. Manzi III Town Manager 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 the Curtis Slayton Water & Sewer Superintendent of the Town of Seabrook on May 19, 2025.

Signature: _____

Date: 6/3/25

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 Seabrook 99 Lafayette Road PO Box 456 Seabrook, NH 03874	290	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)	7/1/2025	7/1/2026	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	7/1/2025 7/1/2026	Combined Single Limit (Each Accident)	$2,000,000
	☐ Any auto			Aggregate	$10,000,000
X	**Workers' Compensation & Employers' Liability**	1/1/2025	1/1/2026	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	7/1/2025 7/1/2026	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 Concord, NH 03302-0095			**Date:** 6/5/2025 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

Attachment A
Large Public Water System Lead Service Line Inventory Grant Program

Potential Grantees

PWS ID	Applicant	Amount Available	Ranking Score
1051010	AQUARION WATER/NH	$60,000	N/A
0231010	BERLIN WATER WORKS	$60,000	N/A
0301010	BRISTOL WATER WORKS	$60,000	N/A
0411010	CHARLESTOWN WATER WORKS	$60,000	N/A
0461010	CLAREMONT WATER DEPT	$60,000	N/A
0501010	CONCORD WATER DEPT	$60,000	N/A
0611010	DERRY WATER DEPT	$60,000	N/A
0651010	DOVER WATER DEPT	$60,000	N/A
0801010	EXETER WATER DEPT	$60,000	N/A
0811010	FARMINGTON WATER DEPT	$60,000	N/A
0851010	FRANKLIN WATER WORKS	$60,000	N/A
0921010	GORHAM WATER AND SEWER DEPT	$60,000	N/A
1781010	GROVETON WATER SYS	$60,000	N/A
1031010	HAMPSTEAD AREA WATER	$60,000	N/A
1071010	HANOVER WATER DEPT	$60,000	N/A
1181020	HOOKSETT VILLAGE WATER PCT	$60,000	N/A
1221010	JAFFREY WATER WORKS	$60,000	N/A
1281010	LACONIA WATER WORKS	$60,000	N/A
1291010	LANCASTER WATER DEPT	$60,000	N/A
1321010	LEBANON WATER DEPT	$60,000	N/A
1351010	LINCOLN WATER WORKS	$60,000	N/A
1381010	LITTLETON WATER AND LIGHT	$60,000	N/A
1471010	MANCHESTER WATER WORKS	$60,000	N/A
1521010	MEREDITH WATER DEPT	$60,000	N/A
1531010	MERRIMACK VILLAGE DIST	$60,000	N/A
1561010	MILFORD WATER UTILITIES DEPT	$60,000	N/A
1721010	NEW LONDON SPRINGFIELD WATER	$60,000	N/A
1741010	NEWPORT WATER WORKS	$60,000	N/A
0511030	NORTH CONWAY WATER PCT	$60,000	N/A
1861010	PEMBROKE WATER WORKS	$60,000	N/A
0251010	PENACOOK BOSCAWEN WATER PCT	$60,000	N/A
1621010	PENNICHUCK WATER WORKS	$60,000	N/A
1871010	PETERBOROUGH WATER WORKS	$60,000	N/A
1391010	PEU/LONDONDERRY	$60,000	N/A
1941010	PLYMOUTH VLG WATER AND SEWER	$60,000	N/A
1951010	PORTSMOUTH WATER WORKS	$60,000	N/A
1971010	RAYMOND WATER DEPT	$60,000	N/A
2041010	RYE WATER DIST	$60,000	N/A
2051010	SALEM WATER DEPT	$60,000	N/A
2111010	SEABROOK WATER DEPT	$60,000	N/A

PWS ID	Applicant	Amount Available	Ranking Score
2151010	SOMERSWORTH WATER WORKS	$60,000	N/A
2351010	TILTON NORTHFIELD WATER DIST	$60,000	N/A
0691010	UNH/DURHAM WATER SYS	$60,000	N/A
0951010	VILLAGE DIST OF EASTMAN	$60,000	N/A
2441010	WATERVILLE VALLEY WATER DIST	$60,000	N/A
2531010	WINCHESTER WATER DEPT	$60,000	N/A
2561010	WOLFEBORO WATER AND SEWER	$60,000	N/A
2571020	WOODSTOCK WATER DEPT	$60,000	N/A

Grant Reviewer List

Name	Department	Bureau	Title	Experience
Richard Skarinka	NHDES	Drinking Water & Groundwater Bureau	Sanitary Engineer	35 years with NHDES
Johnna McKenna	NHDES	Drinking Water & Groundwater Bureau	Sustainability and Finance Administrator	28 years with NHDES
Kaitlin Curtis	NHDES	Drinking Water & Groundwater Bureau	Sustainability Administrator	10 years with NHDES
Jennifer Mates	NHDES	Drinking Water & Groundwater Bureau	Sanitary Engineer	8 years with NHDES

STATE OF NEW HAMPSHIRE

DRINKING WATER STATE REVOLVING LOAN FUND PROGRAM

TOWN OF SEABROOK, NEW HAMPSHIRE
(Project No. **2111010-01**)

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ORIGINAL LOAN AGREEMENT

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I. This Agreement is between the State of New Hampshire Drinking Water State Revolving Loan Fund Program (State) and the **Town of Seabrook, New Hampshire** (Loan Recipient) in accordance with RSA 486:14 and New Hampshire Code of Administrative Rules Env-Dw 1100 (Rules) for the purpose of financing, to the extent of the aggregate amount of funds transferred (Disbursements) to the Loan Recipient made hereunder, the **Lead Service Line Inventory and Replacement 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 **One Million One Hundred Forty Thousand and 00/100 Dollars ($1,140,000)** (Principal Sum) or such lesser amount as shall equal the aggregate of Disbursements made hereunder by the State to the Loan Recipient. In addition to the principal sum, the Loan Recipient agrees to pay the applicable interest accrued as described in Paragraphs IV, VI, and VIII. Federal financial assistance provided through the Drinking Water State Revolving Loan Fund Program (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.

III. The Loan Recipient is eligible for principal forgiveness as outlined in the 2023 State of New Hampshire Drinking Water State Revolving Fund Intended Use Plan. The amount of principal forgiveness will be

determined when the aggregate principal loan amount is established, and the project is complete and will be applied to the loan upon the initial repayment.

IV. Disbursements shall be made on a periodic basis, as requested by the Loan Recipient, but not more frequently than monthly, subject to the approval of the amount of each Disbursement by the State. The State shall approve the amount requested if it determines that the costs covered by the request are eligible under Env-Dw 1104.01, as applicable. Interest on each Disbursement shall accrue on the outstanding principal balance from the date of the Disbursement at the rate of 1% per annum computed on the basis of 30-day months and 360-day years until the date of Substantial Completion of the Project or the date of Scheduled Completion, whichever is earlier. At the option of the Loan Recipient, such interest may be paid (1) prior to the commencement of Loan repayment, (2) at the time of the first Loan repayment, or (3) by adding the charges to the outstanding principal Loan balance so long as the Loan Recipient's authority to borrow is not exceeded.

V. The aggregate of the Disbursements shall be consolidated by a Promissory Note (Note) of the Loan Recipient in a Supplemental Loan Agreement issued under and in accordance with the applicable provisions of this Agreement and the Municipal Finance Act, RSA 33, as amended and supplemented, including the provisions of RSA 486:14. The Note shall be substantially in the form of Exhibit B.

VI. The interest rate applicable to the Note will be **3.072%,** as determined in accordance with RSA 486:14 and Env-Dw 1100 et seq.

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 within one year of the Substantial Completion date of the Project or the

Scheduled Completion date of the project, whichever is earlier. The Scheduled Completion date is hereby determined to be **December 1, 2027;** however, should the project experience an excusable delay, an extension may be granted by the Commissioner of the Department of Environmental Services 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.

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

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

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

XI. The Loan Recipient agrees to comply, and to require all of its contractors to comply, with all applicable state and federal requirements contained in the Rules and applicable state and federal laws, including those specific requirements outlined in Exhibit C.

XII. The Loan Recipient is required to develop an asset maintenance and renewal plan for the assets(s) being funded under the loan or incorporate the funded asset(s) into an existing asset management plan.

At a minimum the plan must include a commitment to asset management, financing and implementation strategy and an inventory of the funded asset(s).

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

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

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

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

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

XV. This Agreement shall be construed in accordance with the laws of the State of New Hampshire and is binding upon and inures to the benefit of the parties and their respective successors. The parties hereto

do not intend to benefit any third parties and, consequently, the Agreement shall not be construed to confer any such benefit.

XVI. The Loan Recipient acknowledges that by accepting the Loan it will be a sub-recipient of federal financial assistance and, as such, subject to requirements of the federal Single Audit Act and subsequent amendments (SAA). The Loan Recipient further acknowledges that, if the Loan Recipient expends more than the required threshold in federal financial assistance from all sources in any fiscal year, it must perform an SAA audit in accordance with the requirements of Office of Management and Budget Circular A-133. In that event, the Loan Recipient shall provide the State with a copy of the SAA audit report within nine months of the end of the audit period.

XVII. 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 thereto. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically reserved.

STATE OF NEW HAMPSHIRE by:		TOWN OF SEABROOK, NEW HAMPSHIRE by:	
_____	6/23/25	_____	6/18/26
Robert R. Scott Commissioner NH Department of Environmental Services	Date	William M Manzi III, Town Manager Town of Seabrook	Date

This Agreement was approved by Governor and Executive Council on _____ _____as Item No._____

EXHIBIT A

STATE OF NEW HAMPSHIRE
DRINKING WATER STATE REVOLVING LOAN FUND PROGRAM

PROJECT DESCRIPTION

The **Town of Seabrook** has applied for a Loan for Drinking Water State Revolving Fund Lead Service Line eligible service line inventory activities and replacement of lead services, lead connectors, galvanized services requiring replacement, and associated appurtenances within the Town's water distribution system. As a requirement of this funding, all lead service line replacements must be full replacements, or must complete a full replacement, unless partial replacement of a service line is necessary due to customer refusal of replacement on the customer-owned portion of the service line. Documentation of customer refusal must be completed in accordance with the USEPA Lead and Copper Rule Improvements (LCRI).

EXHIBIT B

STATE OF NEW HAMPSHIRE
DRINKING WATER STATE REVOLVING LOAN FUND PROGRAM

PROMISSORY NOTE AND REPAYMENT SCHEDULE

The **Town of Seabrook, New Hampshire** (Loan Recipient) promises to pay to the Treasurer of the State of New Hampshire the principal sum of _____ Dollars (_____) in installments on **(Month, Day)** in each year as set forth below, with interest on the entire unpaid balance payable on the first principal payment date and annually, thereafter, at the rate of ____% per annum, computed on the basis of 30-day months and 360-day years, in the respective years set forth below. A total of _____ Dollars **($____)** of principal will be forgiven and will be granted as reflected in the repayment schedule shown below.

REPAYMENT SCHEDULE

Payment Date	Principal Payment	Principal Forgiveness	Interest Payment	Total Payment
1				
2				
3				
4				
5				
10				
11				
12				
12				
14				
15				

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 the Town Manager on the date below.

TOWN OF SEABROOK, NEW HAMPSHIRE by:

_____ _____

William M Manzi III, Town Manager Date

Town of Seabrook (Seal)

EXHIBIT C

STATE OF NEW HAMPSHIRE
DRINKING WATER STATE REVOLVING LOAN FUND PROGRAM

FEDERAL REQUIREMENTS

UNIQUE ENTITY IDENTIFIER (UEI): The Loan Recipient must obtain a Unique Entity Identifier (Unique Entity ID). The federal government has adopted the use of a Unique Entity ID to track how federal grant money is allocated. The Unique Entity ID identifies your organization. A Unique Entity ID may be obtained by visiting http://sam.gov.

SIGNAGE REQUIREMENT: The Loan Recipient must communicate to the public that EPA funds are contributing to the project by constructing a sign in accordance with the EPA's Guidelines for Enhancing Public Awareness of SRF Assistance Agreements. The type and location of the sign shall be mutually agreed upon between the Loan Recipient and NHDES. The Loan Recipient shall maintain the sign throughout the duration of the project.

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

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

BUILD AMERICA, BUY AMERICA (BABA) ACT: Comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act ("IIJA"), Public Law No. 117-58) which the Participant understands includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States ("Build America, Buy America Requirements") unless (i) the Participant has requested and obtained a waiver from the cognizant Agency[1] pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the Participant in writing that the Build America, Buy America Requirements are not applicable to the Project.

Comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance

agreement in advance of the maturity of the Bonds, termination and/or repayment of grants, cooperative agreements, direct assistance or other types of financial assistance, and/or other remedial actions.

GENERALLY ACCEPTED ACCOUNTING PROCEDURES: The Loan Recipient shall maintain project accounts in accordance with the Generally Accepted Accounting Principles (GAAP), including standards relating to the reporting of infrastructure assets as issued by the Governmental Accounting Standards Board (GASB). The full text of Governmental Accounting Reporting Standards is available through the GASB website at: http://www.gasb.org.

DISADVANTAGED BUSINESS ENTERPRISE (DBE): Pursuant to 40 CFR, Section 33.301, the Loan Recipient shall make good faith efforts to utilize small, minority and women's business enterprises whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and shall require that prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained.

SUSPENSION AND DEBARMENT: The Loan Recipient shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 C.F.R. Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled "Covered Transactions," and 2 C.F.R. § 1532.220, includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. Recipient is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 2 C.F.R. § 180.335 to the EPA office that is entering into the transaction with the recipient may result in the delay or negation of this assistance agreement, or pursuance of administrative remedies, including suspension and debarment. Recipients may access the

System for Award Management (SAM) exclusion list at https://sam.gov/SAM/ to determine whether an entity or individual is presently excluded or disqualified.

By entering into this agreement, the Loan Recipient certifies that the Loan Recipient is not debarred or suspended. Furthermore, the Loan Recipient certifies that no part of this contract will be subcontracted to a debarred or suspended person or firm.

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: 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.

SUPER CROSS-CUTTERS:

-Title VI of the Civil Rights Act

-Section 13 of the Federal Water Pollution Control Act Amendments of 1972

-Section 504 of the Rehabilitation Act of 1973

-The Age Discrimination Act of 1975

-Section 306 of the Clean Air Act

-Section 508 of the Clean Water Act

-Uniform Relocation and Real Property Acquisition Policies Act