

The State of New HampshireJUL13'22 AM10:01 RCVD Department of Environmental Services

# Robert R. Scott, Commissioner



June 27, 2022

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

## **REQUESTED ACTION**

Authorize the Department of Environmental Services to award a grant to the Town of Northumberland, (VC#177454 B001), Northumberland, NH, in the amount of \$36,400, to protect 21.02 acres of wellhead protection land for the Village of Groveton's only drinking water supply, effective upon Governor and Council approval through September 30, 2023. 100% Drinking Water and Groundwater Trust Fund.

Funding is available in the following account:

03-44-44-444010-7428-073-500580	<u>FY 2023</u>
Dept Environmental Services, DWGW Trust, Grants Non-Federal	\$36,400

# **EXPLANATION**

The Drinking Water and Groundwater Trust Fund (Trust Fund) was created in 2016, using \$276 million of MtBE trial judgment funds, as authorized by RSA 485-F. The purpose of the Trust Fund is to provide sustainable, long-term funding for the protection, preservation, and enhancement of the drinking water and groundwater resources of the state. The Drinking Water and Groundwater Advisory Commission (Advisory Commission) was established to administer the Trust Fund and to provide guidance to the State on the use of the Trust Fund.

In November 2021, the Advisory Commission voted to authorize grants for eight drinking water source protection projects. The Town of Northumberland's request for \$36,400 was selected for grant funding from the Trust Fund. The Town of Northumberland will use the grant funds towards the purchase of a parcel in fee of 21.02 acres of land in the wellhead protection area for the Village of Groveton's only drinking water wells.

The total project cost for the Town of Northumberland towards the purchase of this parcel is \$72,800. The Trust Fund will provide \$36,400 with \$36,400 in match provided by the Town of Northumberland. The purchase price of the property is based on a recent appraisal of fair market value.

Exhibit A contains any special provisions. Exhibit B describes the scope of the grant. Exhibit C contains the grant amount and payment terms. Attachment A contains a map of the land, which shows the

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land's relationship to the water supply source being protected. The Attorney General's office has approved the agreement as to form, execution and substance.

We respectfully request your approval.

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Robert R. Scott Commissioner

### GRANT AGREEMENT

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

Ι.	Identific	ation an	d Defi	nitions.
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1.1. State Agency Name		1.2. State Agency Address		
New Hampshire Departmen	t of Environmental Services	rvices 29 Hazen Drive, Concord NH 03302-0095		
1.3. Grantee Name Town of Northumberland		1.4. Grantee Address 19 Main Street, Groveton, NH 03582		
1.5 Grantee Phone # (603) 636-1450	<b>1.6. Account Number</b> 03-44-44-444010-7428-073	1.7. Completion Date 9/30/2023	1.8. Grant Limitation \$ 36,400	
	9. Grant Officer for State Agency ul Susca (paul.a.susca@des.nh.gov)		phone Number	
	village district: "By signing this eptance of this grant, includin			
1.11. Grantee Signature 1		1.12. Name & Title of Grantee Signor 1		
		Tammy Letson Tawn Admini		
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				
1.15. Approval by Atto	rney General (Form, Subs	tance and Execution) (if G	& C approval required)	
By:	•	attorney General, On:		
1.16. Approval by Gov	ernor and Council (if app	licable)		
By:		On:	/ / ·	

2. <u>SCOPE OF WORK</u>: 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 A (the scope of work being hereinafter referred to as "the Project").

- <u>AREA COVERED</u>, Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
   9.2.
- 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 9.3. 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 9.4. 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.
- The Grant Amount is identified and more particularly described in EXHIBIT C. attached hereto.
   9.5.
- 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 10. 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 11. 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.
- COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In 11.1.4 connection with the performance of the Project, the Grantee shall comply with all 11.2. statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including 11.2.1 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 11.2.2 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 11.2.3 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 11.2.4 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 12. 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
  8. with, the entity identified as the Grantee in block 1.3 of these provisions
- 8.1. <u>PERSONNEL</u>.
- The Grantee shall, at its own expense, provide all personnel necessary to perform 12.2. 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 8.2. to perform such Project under all applicable laws.
- The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, 12.3. 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
  8.3. the State, or who is a State officer or employee, elected or appointed.
- 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 12.4.
  Officer, and his/her decision on any dispute, shall be final.

9.1. DATA: RETENTION OF DATA: ACCESS.

As used in this Agreement, the word "data" shall mean all information and things 13. 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.

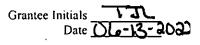
- Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

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

- 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.
- . 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
- 1.1.4 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
- 1.2.2 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.
- 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. 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.

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.

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. <u>CONFLICT OF INTEREST</u>. 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



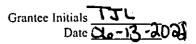
any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement 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 18. 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 19. 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 21. 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. 22.
- 17. INSURANCE.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall 23. require any subcontractor, subgrantee or assignce 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 24. 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

approval of the undertaking or carrying out of such Project, shall participate in 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.

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.

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

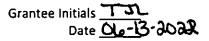


#### <u>EXHIBIT A</u>

#### **SPECIAL TERMS & CONDITIONS**

#### Town of Northumberland

1. Section 17.1.2. is amended so that the required comprehensive general liability insurance per occurrence is \$1,000,000 for bodily injury or death in any one incident as no construction or other similar activities will be performed by the grantee. Any subcontractor will remain obligated to carry comprehensive general liability insurance in amounts not less than \$250,000 per claim and \$2,000,000 per occurrence.



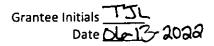
#### EXHIBIT B

#### SCOPE OF SERVICES

#### Town of Northumberland

The Town of Northumberland will use the grant along with other funding to acquire a 21 acre parcel, which is entirely within the wellhead protection area of the Village of Groveton's only water supply wells (note: Groveton is a village in Northumberland). The town of Northumberland will own the parcel in fee with deed restrictions. The Village of Groveton's wells will be perpetually protected in accordance with the deed with restrictions.

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



#### EXHIBIT C

#### METHOD OF PAYMENT

#### Town of Northumberland

Payment in the amount of \$36,400.00 shall be made to Town of Northumberland upon receipt of the following:

- 1. Survey of the parcel of land.
- 2. A copy of the appraisal as specified in Env-Dw 1002.22.
- 3. Title examination as specified in Env-Dw 1002.23.
- 4. Acceptable stewardship plan for the property that ensures the permanent protection of the water supply.
- 5. Completed baseline documentation form, which indicates the current condition of the property.
- 6. Documentation to support the match of \$36,400.00 provided by grantee.
- 7. The final deed with restrictions to protect the Village of Groveton's wellhead protection area, meeting the requirements of NH Drinking Water and Groundwater Trust Fund "Rules for Source Water Protection Grants," adopted May 9, 2022.

Grantee Initials Date



# DRINKING WATER INFRASTRUCTURE PROJECT CERTIFICATE OF VOTE – GRANTS ONLY



Drinking Water & Groundwater Bureau Sustainability Grants, Drinking Water & Groundwater Trust Fund (DWGTF),

PFAS Remediation Loan Fund (PFAS-RLF), And American Recovery Plan Act (ARPA)

Env-Dw 1300; Env-Dw 1400

A Certificate of Vote of Authorization is a certificate that states that a grant applicant is willing to enter into a grant agreement with the State of NH Department of Environmental Services and that whoever signs the Grant Agreement (provided under separate cover) has the authority to do so. **This is a 3-person form:** 

Completed and signed by someone other than the person being given authority.

Must be notarized.

...

Original is required for submittal.

**Certificate of Vote of Authorization** TOWN OF NORTHUMBERLAND 19 Main Street, Northumberland, NH

I, Keith Bronson, Chairman of Selectboard of the Town of Northumberland do hereby certify that at a meeting held on June 6, 2022, the Board of Selectmen voted to enter into a Drinking Water and Groundwater Trust Fund (DWGTF) grant agreement with the New Hampshire Department Environmental Services to fund a water system improvement project.

The Town of Northumberland further authorized the Town Administrator, Tammy Letson, to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Selectboard Chairman of Town of Northumberland, the 7 day of June 2022.

Keith Bronson Signature: 🗾 STATE OF NEW HAMPSHIRE, County of Coos

On this 7 day of June 2022, Rebecca Craggy, before me (Notary Public) the undersigned Officer, personally appeared. Keith Bronson, who acknowledged himself to be the Selectboard Chairman (TITLE) of Town of Northumberland, 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. Rehecce & Google Notary Public Repeter Craggy My commission expires: December 19, 2023



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



# **CERTIFICATE OF COVERAGE**

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) 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, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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 Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> 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 Primex<sup>3</sup>. 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:	Con	Company Affording Coverage:		
Town of Northumberland 19 Main Street Groveton, NH 03582	260	Bov 46	NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage	Effective Date	***Expiration Date /(mm/dd/yyyy)_	์ ปี <del>กป</del>	s - NH Statutory Limits	May Apply, If Not:
X General Liability (Occurrence Form)	7/1/2021	7/1/2022		n Occurrence	\$ 5,000,000
Professional Liability (describe)	7/1/2022	7/1/2023	Gen	eral Aggregate	\$ 5,000,000
Claims Occurrence	111/2022	111/2023	Fire Damage (Any one fire)		
			Med	Exp (Any one person)	
Automobile Llability Deductible Comp and Coll: \$1,000 Any auto			(Each	ubined Single Limit Accident) regate	
X Workers' Compensation & Employers' Liabil	ity 1/1/2022	1/1/2023	x	Statutory	
	1/1/2022	1/1/2023	Eacl	n Accident	\$2,000,000
			Dise	850 — Each Employee	\$2,000,000
			Dise	ase — Policy Limit	
Property (Special Risk includes Fire and Theft)				et Limit, Replacement (unless otherwise stated)	

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

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex	<sup>3</sup> – NH Public Risk Management Exchange
			By:	Many Beth Procel
State of New Hampshire			Date:	5/27/2022 mpurcell@nhprimex.org
Department of Environmenta	Il Services			Please direct inquires to:
29 Hazen Drive, PO Box 95			ł	Primex <sup>3</sup> Claims/Coverage Services
Concord, NH 03302-0095			1	603-225-2841 phone
				603-228-3833 fax

