

The State of New Hampshire

Department of Environmental Services

Robert R. Scott, Commissioner



June 9, 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 Strategic Planning grants to the following entities totaling \$221,000 to improve public water system sustainability, effective upon Governor and Council approval through July 1, 2024. 100% Federal Funds.

Vendor Name	Location	Vendor #	Grant Amount
Epsom Village District	Epsom, NH	177257-B003	\$50,000
Grasmere Village Water Precinct	Goffstown, NH	399618-B001	\$25,000
Hale Estates Owners Association	Conway, NH	402026-B001	\$46,000
Town of Lisbon	Lisbon, NH	177425-B001	\$50,000
Town of Epping	Epping, NH	177517-B003	\$50,000

Funding is available in the following account:

FY 2023

03-44-44-440010-2476-072-500574

\$221,000

Dept Environmental Services, ARPA Program, Grants Federal

Activity Code: 00FRF6020WB4401A

EXPLANATION

During the Fall of 2021, NHDES went out for solicitation of interest from community water systems serving a population greater than 150 people for Strategic Planning Grants. Sixty-six (66) proposals were received, evaluated, and ranked based on criteria included in the request for proposals, such as the ability to demonstrate a "shovel-ready" drinking water infrastructure project following the planning efforts and an ability to make improvements to the sustainability of the system. Out of the 66 project proposals, twenty-two (22) were selected to be funded under the American Rescue Plan Act (ARPA) funds. See attachment A for the proposal rankings and list of reviewers.

The entities listed above will use the funds to develop, improve or implement projects furthering the sustainability of the drinking water system through strategic planning efforts. Improving the technical,

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 2

managerial, and financial operations of systems by creating a well thought out plan will provide drinking water systems with an advantage to soliciting funds through local, state and federal levels to implement these important projects.

ARPA of 2021 is a \$1.9 trillion economic stimulus bill passed by the 117th United States Congress and signed into law by President Biden on March 11, 2021, to speed up the United States' recovery from the economic health effects of the COVID-19 pandemic and the resultant recession. The Act defines eligible uses of the state and local funding, including responding to public health emergencies, responding to workers performing essential work during the COVID-19 emergency, providing revenue relief to states and making investments in water, sewer, and broadband infrastructure. This is an allowable use of ARP FRF funds under Section 602 (c)(1)(D) to make necessary investments in water, sewer, or broadband infrastructure.

In the event grant funds become no longer available, general funds will not be requested to support this program. These grant agreements have 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		1.2. State Agency Address				
NH Department of Environmental Services		29 Hazen Drive, Concord, NH 03302				
1.3. Grantee Name Epsom Village District		1.4. Grantee Address PO Box 5, Epsom, NH 03234				
1.5 Grantee Phone # 603-608-8568	1.6. Account Number 03-44-44-4490000-2476-072	1.7. Completion Date 1.8. Grant Limitation 1.9. Specific 1.9. Specific				
1.9. Grant Officer for S Luis Adorno	tate Agency	1.10. State Agency Telephone Number 603-271-2472				
		is form we certify that we have ng if applicable RSA 31:95-b."	c complied with any public			
1.11, Grantee Signatur	e 1	1.12. Name & Title of Grantee Signor 1				
Leon Deven		KEVIN REEVES / CHAIRMAN				
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: Assistant Attorney General, On: 7/8/2022						
1.16. Approval by Governor and Council (if applicable)						
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 B (the scope of work being hereinafter referred to as "the Project").

- 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.
- 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").
- 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").
- GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT,
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C. attached hereto.
- 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.
- 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 11.1.2 these general provisions.
- 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.
- RECORDS and ACCOUNTS.
- 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.
- 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 12.1. 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
- 8.1. PERSONNEL
 - 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
- 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.
- 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.
- 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.
- 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.
- 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.
 - 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.
- Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinaster referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- Failure to submit any report required hereunder, or
- Failure to maintain, or permit access to, the records required hereunder; or
- COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
 - Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 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
 - 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
 - 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
 - Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

TERMINATION.

hereunder.

- 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
 - 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. 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



approval of the undertaking or carrying out of such Project, shall participate in 17.2. 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.
 20.
- 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.
- 17. INSURANCE
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall 23. 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 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

- 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.
- 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.

Grantee Initials

Date 5/30/70 n

EXHIBIT A SPECIAL PROVISIONS

I. NEW HAMPSHIRE STATE AND LOCAL FISCAL RECOVERY FUNDS FEDERAL REQUIREMENTS

This Agreement is funded under a grant to the State of New Hampshire (State) and subsequently through the Governor's Office for Emergency Relief and Recovery (GOFERR) and New Hampshire Department of Environmental Services (NHDES) as approved by the Governor and Executive Council from the federal government through the Department of Treasury (Treasury) through the American Rescue Plan Act of 2021 (ARPA), with the source of funds being the State and Local Fiscal Recovery Funds (SLFRF) identified under the Catalog of Federal Domestic Assistance (CFDA) number #21.027. The Federal Award Identification Number (FAIN) for this award is SLFRP0145. This grant award is a subaward of SLFRF funds and any and all compliance requirements, as updated by Treasury, for use of SLFRF funds are applicable to the Subrecipient, without further notice. Treasury requirements are published and updated at https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds.

FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA). The Subrecipient shall comply with the terms of the FFATA by providing NHDES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data information as required under the FFATA. A DUNS number may be obtained by visiting http://fedgov.dnb.com/webform/.

SAM REGISTRATION: The Subrecipient must have an active registration with the System for Award Management (SAM) (https://www.sam.gov).

GENERALLY ACCEPTED ACCOUNTING PROCEDURES: The Subrecipient, if a governmental entity, 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

RECORDKEEPING REQUIREMENTS: The Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to the State and/or Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Subrecipient must agree to provide or make available such records to the State and Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.

SINGLE AUDIT REQUIREMENTS: Recipients and subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

Grantee Initials Date 5/26/2022

CIVIL RIGHTS COMPLIANCE: The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply, and shall include in every contract or agreement funded with these funds this same requirement to comply, with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, NHDES may collect and review information from subrecipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients and subrecipients (see 28 CFR 42.406).

PERIOD OF PERFORMANCE: All funds are subject to statutory requirements that they must be used for costs incurred by the recipient during the period that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024 must be expended by December 31, 2026.

PROCUREMENT, SUSPENSION AND DEBARMENT: Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Subrecipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320.

Subrecipient 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. subrecipient 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. subrecipient is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. subrecipient acknowledges that failing to disclose the information required under 2 C.F.R. § 180.335 to NHDES may result in the delay or negation of this assistance agreement, or pursuance of administrative remedies, including suspension and debarment. Subrecipients 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.

Grantee Initials

Date 5/30/2022

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

DOMESTIC PREFERENCES FOR PROCUREMENTS (2 C.F.R. & 200.322) As appropriate and to the extent consistent with law, to the greatest extent practicable, there is a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all <u>subawards</u> including all <u>contracts</u> and purchase orders for work or products under this award.

For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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:

Grantee Initials

Date 15/36/2022

- a. Obligating or expending 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 which can be found at https://www.sam.gov/SAM/pages/public/index.jsf

REPORTING REQUIREMENTS: For all projects listed under the Water and Sewer Expenditure Categories (see Table below), detailed project-level information is required.

5: Inf	rastructure
5.1	Clean Water: Centralized Wastewater Treatment
5.2	Clean Water: Centralized Wastewater Collection and Conveyance
5.3	Clean Water: Decentralized Wastewater
5.4	Clean Water: Combined Sewer Overflows
5.5	Clean Water: Other Sewer Infrastructure
5.6	Clean Water: Stormwater
5.7	Clean Water: Energy Conservation
5.8	Clean Water: Water Conservation
5.9	Clean Water: Nonpoint Source
5.10	Drinking water: Treatment
5.11	Drinking water: Transmission & Distribution
5.12	Drinking water: Transmission & Distribution: Lead Remediation
5.13	Drinking water: Source
5.14	Drinking water: Storage
5.15	Drinking water: Other water infrastructure

Definitions for water and sewer Expenditure Categories can be found in the EPA's handbooks. For "clean water" expenditure category definitions, please see: https://www.epa.gov/sites/production/files/2018-03/documents/cwdefinitions.pdf. For "drinking water" expenditure category definitions, please see: https://www.epa.gov/dwsrf/drinking-water-state-revolving-fund-national-information-management-system-reports.

All Clean Water and Drinking Water infrastructure projects:

- Projected/actual construction start date (month/year)
- Projected/actual initiation of operations date (month/year)
- Location (for broadband, geospatial location data)

For water and sewer projects:

 National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)



 Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)

II. FEDERAL REQUIREMENTS APPLICABLE TO ARPA INFRASTRUCTURE PROJECTS OVER \$10M

For projects over \$10 million (based on expected total cost) a recipient shall provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed. All contracts and subcontracts for the construction of treatment works shall insert in full in any contract the standard Davis-Bacon contract clause as specified by 29 CFR §5.5(a).

III. OTHER SPECIAL PROVISIONS

- A. In addition to the above special provisions, the following provisions as required by federal regulations apply to this Agreement:
- Financial management. The Contractor shall comply with 2 CFR part 200 Subpart D and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.
- 2. Allowable costs. All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 2 CFR part 200 Subpart E.
- 3. **Property Management.** The Contractor shall comply with the property management and procedures detailed in 2 CFR Part 200 Subpart D.
- 4. **Restrictions on Lobbying.** The Contractor shall comply with the terms of 15 CFR part 28 and 2 CFR Part 200 Subpart E which prohibit the use of federal Contract funds to influence (or attempt to influence) a federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if nonfederal funds have been used to influence (or attempt to influence) a federal employee.
- 5. Drug-Free Workplace. The Contractor shall comply with the terms of 2 CFR part 1329 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.
- 6. Protection for Whistleblowers. The Contractor shall comply with the terms of 41 U.S.C. §471 regarding

Whistleblower protections. As described in 41 USC §471 "an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant."

EXHIBIT B SCOPE OF SERVICES

The Epsom Village District will contract with an engineering firm to complete the following outlined tasks. The project goal is to develop a Basis of Design Memorandum (BOD) and preliminary drawings to relocate Well #2 out of the flood plain.

Task 1 - Topographic Survey and Wetland Delineation

The engineering firm shall chair a project kick-off meeting with the District Commissioners and NHDES staff to review the project goals and scope and establish project schedule.

Following the kick-off meeting, a topographic survey and wetland delineation shall be performed to supplement available existing mapping. The topographic survey and wetland delineation will include Well #2, the proposed Chemical Feed and Pump Control Facility, and the site access road. This work will include:

- Topographic Ground Survey and establishing ground control for the facilities
- Wetland and floodplain delineation within the ground survey limits.
- Survey will be generated at a scale of 1" = 20' and developed in State Plane Coordinate system (unless an alternative datum is preferred). Vertical datum will be NAVD 88.

Deliverables:

- Project Kick Off Meeting
- Topographic survey
- · Wetland delineation

Task 2 - Design Optimization - Basis of Design Memorandum and Preliminary Design

The engineering firm shall develop a basis of design memorandum for the Well #2 project. A value engineering effort will be conducted to better define the design parameters for the project. Considerations will include, but are not limited to the following:

- Hydraulic modeling to establish pump design points.
- Assessment of environmental resources including flood plains; wetlands; archeological resources; rare and endangered species; and other appropriate parameters to support the environmental review.
 - Anticipated permits will be identified, but will not be obtained.
- Electrical service options to the well pump and the control facility.
- Size, building layout, wall construction material, HVAC options and type of roof for the Pump Control and Chemical Feed Building.

Grantee Initials

Date 5/36/2022

- Process waste stream disposal.
- Determination if treatment for manganese removal is indicated.

Prior to beginning the 30% design drawings, the engineering firm will conduct a mid-project progress meeting with the District Commissioners and NHDES staff to review the recommendations of the Basis of Design Memorandum and adjust as needed.

Prepare 30% design drawings depicting the site plan; process layout; electrical, structural, and HVAC. The engineering firm will also create the following for the recommended project:

- Detailed Engineer's Preliminary Opinion of Probable Construction Cost
- Identify possible funding sources.

The preliminary findings will be presented in a work-session with the stakeholders for review and comment.

A final technical memorandum will be issued that will include a summary of the basis of design and opinion of costs.

Deliverables:

- Basis of Design Memorandum including Engineer's Preliminary Opinion of Probable Construction Cost
- Mid-Project Progress Meeting
- 30% drawings
- Final Wrap-up Meeting

An invitation for NHDES participation in meetings 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

The 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 the 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 the 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 5/30/2622



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

EPSOM VILLAGE WATER DISTRICT PO Box 5, Epsom, NH 03234

I, Gary P. Kitson of the Epsom Village Water District, Epsom, NH do hereby certify that at a meeting held on May 9, 2022, the Eposm Village Water District Commissioners voted to enter into a American Rescue Plan Act Fund (ARPA) grant agreement with the New Hampshire Department Environmental Services to fund a water system improvement project.

The Epsom Village Water District, Epsom, NH further authorized the Kevin Reeves, Chairman to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Commissioner of Epsom Village Water District, Epsom, NH, the **30** day of May 2022.

Gary P. Kitson Signature:

STATE OF NEW HAMPSHIRE, County of Merrimack

On this 30 day of May 2022, Mogan Piasley, before me (Notary Public) the undersigned Officer, personally appeared. Commissioner (TITLE) of Epsom Village Water District, Epsom, NH, being authorized so to do, execute the foregoing instrument for the purpose therein contained.

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

Notary Public M 10 and 1080 My commission expires:

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

MEGAN E PIGSLEY Notary Public - New Hampshire My Commission Expires Apr 7, 2026



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-I Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled ris 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-member However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedure 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, are therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduce by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Proper Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and (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 ma 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, after the coverage afforded by the coverage categories listed below.

Participating Member: Me	586 N		Company Affording Coverage: NH Public Risk Management Exchange - Primex Bow Brook Place 46 Donovan Street Concord, NH 03301-2624			
Epsom Village Water District P.O. Box 5 Epsom, NH 03234						
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration (mm/dd/y)		Limit	s - NH Statutory Limits	May Apply, If No
X General Liability (Occurrence Form) Professional Liability (describe) Claims Occurrence Made	7/1/2021 7/1/2022	7/1/202 7/1/202	22	Gene Fire fire)	o Occurrence eral Aggregate Damage (Any one Exp (Any one person)	\$ 5,000,000 \$ 5,000,000
Automobile Liability Deductible Comp and Coll: Any auto				(Each	bined Single Limit Accident) regate	
Workers' Compensation & Employers' Liability			•	.	Statutory	
					Accident BSG - Each Employee	
				Dise	258 - Policy Limit	
Property (Special Risk includes Fire and Theft)					set Limit, Replacement (unless otherwise stated)	
Description: Proof of Primex Member coverage only. Poexcluded from coverage in the coverage document.	ollution and haza	rdous waste	relate	ed liat	ilities, expenses and	claims are
CERTIFICATE HOLDER: Additional Covered Part	y Loss i	Payee	Prime	ex³ – P	IH Public Risk Manage	ment Exchange
			By:	24	ary Beth Purcell	
State of New Hampshire			Date:	5/	31/2022 mpurcell@nl	nprimex.org
Department of Environmental Services 29 Hazen Drive Concord, NH 03302				P	Please direct inquir rlmex ³ Clalms/Coverag 603-225-2841 ph 603-228-3833 fr	je Services one

GRANT AGREEMENT

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

1. Identification and Defin	itions.					
1.1. State Agency Name		1.2. State Agency Address				
NH Department of Environmental Services		29 Hazen Drive, Concord, NH 03302				
1.3. Grantee Name Grasmere Village Water Precinct		1.4. Grantee Address 41 Center Street, Goffstown, NH 03045				
1.5 Grantee Phone # 603-497-8346	1.6. Account Number 03-44-44-4400-0-2476-072	1.7. Completion Date July 1, 2024 1.8. Grant Limitati \$ 25,000.00				
1.9. Grant Officer for State Agency Kathryn Moran		1.10. State Agency Telephone Number 603-271-1994				
	cheance of this Brant' incinon	nis form we certify that we have ng if applicable RSA 31:95-b."	complied with any public			
1.11. Grantee Signature 1/ Almala		1.12. Name & Title of Grantee Signor 1 EAU SUN JENBARD, COMISIQUEN				
Grantee Signature 2	f. For	Name & Title of Grantee Signor 2 John Foss Commisioner				
Grantee Signature 3	t Keria	Name & Title of Grantee Signor 3 PAYYOUD SPIERRE MODERATOR				
1.13 State Agency Signature(s) 1.14. Name & Title of State Agency Signor(s) RODERT R. Scott Campissioner WHDES						
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)						
By: Assistant Attorney General, On: 6 24, 2022						
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").

- 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.
- 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.
- 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 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. 11.1.1 or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of 11.1.2 these general provisions.
- 6. 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.
- 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
- 8. with, the entity identified as the Grantee in block 1.3 of these provisions
- 8.1. PERSONNEL.

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 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 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.
- 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.
 - 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.
- 10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the continuous all obligations of the State hereunder, including, without limitation, the continuous 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.
- 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 satisfactority 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.
- 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. 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.
- 12.2. 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 fiability 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. 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



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 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 be 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.
- 17. INSURANCE.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall 23. require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following
- 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

- 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 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.
- 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.

Grantee Initials K

EXHIBIT A SPECIAL PROVISIONS

NEW HAMPSHIRE STATE AND LOCAL FISCAL RECOVERY FUNDS FEDERAL REQUIREMENTS

This Agreement is funded under a grant to the State of New Hampshire (State) and subsequently through the Governor's Office for Emergency Relief and Recovery (GOFERR) and New Hampshire Department of Environmental Services (NHDES) as approved by the Governor and Executive Council from the federal government through the Department of Treasury (Treasury) through the American Rescue Plan Act of 2021 (ARPA), with the source of funds being the State and Local Fiscal Recovery Funds (SLFRF) identified under the Catalog of Federal Domestic Assistance (CFDA) number #21.027. The Federal Award Identification Number (FAIN) for this award is SLFRP0145. This grant award is a subaward of SLFRF funds and any and all compliance requirements, as updated by Treasury, for use of SLFRF funds are applicable to the Subrecipient, without further notice. Treasury requirements are published and updated at https://home.treasury.gov/policy-issues/coronavirus/assistance-forstate-local-and-tribal-governments/state-and-local-fiscal-recovery-funds.

FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA). The Subrecipient shall comply with the terms of the FFATA by providing NHDES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data information as required under the FFATA. A DUNS number may be obtained by visiting http://fedgov.dnb.com/webform/.

SAM REGISTRATION: The Subrecipient must have an active registration with the System for Award Management (SAM) (https://www.sam.gov).

GENERALLY ACCEPTED ACCOUNTING PROCEDURES: The Subrecipient, if a governmental entity, 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

RECORDKEEPING REQUIREMENTS: The Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to the State and/or Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Subrecipient must agree to provide or make available such records to the State and Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.

SINGLE AUDIT REQUIREMENTS: Recipients and subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

Grantee Initials A Set Page 22

CIVIL RIGHTS COMPLIANCE: The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply, and shall include in every contract or agreement funded with these funds this same requirement to comply, with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, NHDES may collect and review information from subrecipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients and subrecipients (see 28 CFR 42.406).

PERIOD OF PERFORMANCE: All funds are subject to statutory requirements that they must be used for costs incurred by the recipient during the period that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024 must be expended by December 31, 2026.

PROCUREMENT, SUSPENSION AND DEBARMENT: Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Subrecipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320.

Subrecipient 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. subrecipient 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. subrecipient is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. subrecipient acknowledges that failing to disclose the information required under 2 C.F.R. § 180.335 to NHDES may result in the delay or negation of this assistance agreement, or pursuance of administrative remedies, including suspension and debarment. Subrecipients 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.

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Date

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

DOMESTIC PREFERENCES FOR PROCUREMENTS (2 C.F.R. 5 200.322) As appropriate and to the extent consistent with law, to the greatest extent practicable, there is a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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:

Grantee Initials 15-19-22

- a. Obligating or expending 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 which can be found at https://www.sam.gov/SAM/pages/public/index.jsf

REPORTING REQUIREMENTS: For all projects listed under the Water and Sewer Expenditure Categories (see Table below), detailed project-level information is required.

5: Inf	rastructure
5.1	Clean Water: Centralized Wastewater Treatment
5.2	Clean Water: Centralized Wastewater Collection and Conveyance
5.3	Clean Water: Decentralized Wastewater
5.4	Clean Water: Combined Sewer Overflows
5.5	Clean Water: Other Sewer Infrastructure
5.6	Clean Water: Stormwater
5.7	Clean Water: Energy Conservation
5.8	Clean Water: Water Conservation
5.9	Clean Water: Nonpoint Source
5.10	Drinking water: Treatment
5.11	Drinking water: Transmission & Distribution
5.12	Drinking water: Transmission & Distribution: Lead Remediation
5.13	Drinking water: Source
5.14	Drinking water: Storage
5.15	Drinking water: Other water infrastructure

Definitions for water and sewer Expenditure Categories can be found in the EPA's handbooks. For "clean water" expenditure category definitions, please see: https://www.epa.gov/sites/production/files/2018-03/documents/cwdefinitions.pdf. For "drinking water" expenditure category definitions, please see: https://www.epa.gov/dwsrf/drinking-water-state-revolving-fund-national-information-management-system-reports.

All Clean Water and Drinking Water infrastructure projects:

- Projected/actual construction start date (month/year)
- Projected/actual initiation of operations date (month/year)
- Location (for broadband, geospatial location data)

For water and sewer projects:

 National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)

Grantee Initials 19-22

 Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)

II. FEDERAL REQUIREMENTS APPLICABLE TO ARPA INFRASTRUCTURE PROJECTS OVER \$10M

For projects over \$10 million (based on expected total cost) a recipient shall provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed. All contracts and subcontracts for the construction of treatment works shall insert in full in any contract the standard Davis-Bacon contract clause as specified by 29 CFR §5.5(a).

III. OTHER SPECIAL PROVISIONS

- A. In addition to the above special provisions, the following provisions as required by federal regulations apply to this Agreement:
- Financial management. The Contractor shall comply with 2 CFR part 200 Subpart D and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.
- Allowable costs. All costs charged to this Agreement shall be eligible, necessary, and reasonable for
 performing the tasks outlined in the approved project scope of services. The costs, including match, shall
 be incurred during the period of performance of the project, and shall be allowable, meaning that the
 costs must conform to specific federal requirements detailed in 2 CFR part 200 Subpart E.
- 3. **Property Management.** The Contractor shall comply with the property management and procedures detailed in 2 CFR Part 200 Subpart D.
- 4. Restrictions on Lobbying. The Contractor shall comply with the terms of 15 CFR part 28 and 2 CFR Part 200 Subpart E which prohibit the use of federal Contract funds to influence (or attempt to influence) a federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if nonfederal funds have been used to influence (or attempt to influence) a federal employee.
- 5. Drug-Free Workplace. The Contractor shall comply with the terms of 2 CFR part 1329 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.
- 6. Protection for Whistleblowers. The Contractor shall comply with the terms of 41 U.S.C. §471 regarding

Grantee Initials 5. 5.1.
Date 4-19-22

Whistleblower protections. As described in 41 USC §471 "an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant."

EXHIBIT B SCOPE OF SERVICES

The Grasmere Village Water Precinct will contract with an engineering firm to complete the following outlined tasks. The goal of the project is to develop planning documents to support a capital improvement plan (CIP) for the water system. System expansion to nearby neighborhoods served by private wells with high levels of arsenic and manganese will be evaluated.

Task 1 - Meetings and Work Sessions

Conduct up to three formal meetings with the Grantee and NHDES aligned with the milestone submissions:

- Kick-off meeting with stakeholders to review project goals.
- One (1) progress meeting to review status of the work.
- One (1) meeting nearing the end of the project.

Additional "standing meetings" will be held virtually as needed based on the phase of the work.

Task 2 - Data Collection and Site Visits

The engineering firm shall:

- Summarize current supply and demands (past 3 to 5 years) based on available information.
- Develop long term demands to confirm long-term supply needs (20-years) including potential service area expansion.
- Summarize available water quality of the service area based on existing information. For this project,

Grantee Initials

Date _

Manchester Water Works (MWW) data and NHDES One-Stop will be used since Grasmere Village Water Precinct does not have an active supply source.

Summarize existing assets including pipe, hydrants, services, storage, pumping, etc.

Task 3 - Engineering Evaluation

The engineering firm shall:

- Visit site with system operators to observe visible infrastructure and collect available information.
- Review available reports and information.
- Generate a 10-year capital improvements plan based on visual observations of the facilities.
 - o The condition assessment of the bulk of the assets is being completed under separate contract. That Asset Management report will be used to inform the CIP when available.
- Evaluate system expansion, particularly where known problems exist.
- Develop a hydraulic grade line for the future system and evaluate the need for booster pumps and storage tanks.
- Comment on current agreement with MWW and any restrictions that may exist to increasing supply.
 Considerations will include evaluation of the hydraulic capacity as well as an option for a redundant connection to MWW.
- Generate work plans of options including advantages, disadvantages, and opinion of costs.
- Provide recommendations for next steps
- Prepare a draft letter report for review summarizing the findings as well as providing the 10-year capital improvements plan to be submitted to Grantee and NHDES for review
- Update letter report based on Grantee and NHDES comments.

Task 4 – User Rate Assessment and Funding

The engineering firm shall:

- Review current rates and provide an initial assessment of opinions and suggestions on rate adjustments to support the project.
- Assist with funding applications to NHDES for potentially identified projects

Summary of Deliverables

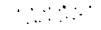
The engineering firm shall produce the following deliverables in electronic format, and bound copies when requested:

- Agenda and meeting notes for the kick-off meeting and two progress meetings
- 10-year capital improvements plan and opinions of costs.
- Letter report summarizing findings, conclusions, and recommendations of the work.
- Work plans at an appropriate scale to show the overall scope of recommended work

An invitation for NHDES participation in meetings 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.

Grantee Initials Brest P.

Date <u>4-19-2</u>2



Grasmere Village Water Precinct SPL-ARPA-018 2022-2024 Strategic planning Grant Page 8 of 8

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 \$25,000.

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 the 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 the 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 7-17-21



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.
Cortificate of Vote of Authorization

GRASMERE VILLAGE WATER PRECINCT 0911020/0911030 PO Box 642, Goffstown, NH 03045

I, Bruce T. Rand of the Grasmere Village Water Precinct, Goffstown, NH do hereby certify that at a meeting held on 4/19/2022, the Grasmere Village Water Precinct voted to enter into a American Rescue Plan Act Fund (ARPA) grant agreement with the New Hampshire Department Environmental Services to fund a water system improvement project.

The Grasmere Village Water Precinct, Goffstown, NH further authorized the Raymond St. Pierre, Commissioner to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Bruce T. Rand, Treasurer of Grasmere Village Water Precinct, the 20th day of April 2022.

Brucee T. Rand Signature: Bows T. Rand

STATE OF NEW HAMPSHIRE, County of Hillsboro County

On this 20th day of April 2022, Shelley Rand, before me (Notary Public) the undersigned Officer, personally appeared. Bruce T. Rand, who acknowledged himself to be the Treasurer (TITLE) of Grasmere Village Water Precinct, Goffstown, NH, being authorized so to do, execute the foregoing instrument for the purpose therein contained.

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

Notary Public Shelley Rand. My commission expires:

SHELLEY C. RAND **NOTARY PUBLIC** State of New Hampshire My Commission Expires June 2, 2026

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

Page 1 of 1

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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:			
Grasmere Village Water Precinct PO Box 642 Goffstown, NH 03045	598			NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624			
Type of Coverage		ffective Date: " nm/dd/yyyy)	Expiration (mm/dd/y	Date YYY)	Limits - NH Statutory Limits	May Apply, If Not:	
X General Liability (Occurrence Form)	1	7/1/2022	7/1/202		Each Occurrence	\$ 5,000,000	
Professional Liability (describe)					General Aggregate	\$ 5,000,000	
Claims Occurrence					Fire Damage (Any one fire)		
					Med Exp (Any one person)		
Automobile Liability Deductible Comp and Coll: \$1,000 Any auto					Combined Single Limit (Each Accident) Aggregate		
X Workers' Compensation & Employers' I	iability	7/1/2022	7/1/202	23	X Statutory		
		.,	7.1120		Each Acçident	\$2,000,000	
					Disease - Each Employee	\$2,000,000	
					Disease – Policy Limit		
Property (Special Risk includes Fire and Th	eft)				Blanket Limit, Replacement Cost (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 Cov	ered Party	Loss P	'avee	Prime	ex³ – NH Public Risk Manage	ement Exchange	
, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		1 2000.		ĺ	Mary Beth Pricell		
				Ву:	many bear present		
State of New Hampshire			Date: 6/28/2022 mpurcell@nhprimex.org				
Department of Environmental Services 29 Hazen Drive, PO Box 95 Concord, NH 03302-0095				Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax			

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	gency Name 1.2. State Agency Address		ess		
NH Department of Enviro	nmental Services 29 Hazen Drive, Concord, NH 03302		I, NH 03302		
1.3. Grantee Name Hale Estates Ówners /	Association	1.4. Grantee Address 1026A Grandview Road, Conway, NH 0381			
1.5 Grantee Phone # 603-662-0376	1.6. Account Number 03-44-44-4400/2-2476-072	1.7. Completion Date July 1, 2024 1.8. Grant Limitation \$46,000.00			
1.9. Grant Officer for S Luis Adomo	1.9. Grant Officer for State Agency uis Adorno 1.10. State Agency Telephone Number 603-271-2472				
		nis form we certify that we having if applicable RSA 31:95-b."			
1.11 Grantee Signatur	tee Signature 1 1.12. Name & Title of Grantee Signor 1 Thomas T. Cosent in HGOA Director				
Grantee Signature 2 Name & Title of Grantee Signor 2			ee Signor 2		
Grantee Signature 3 Name & Title of Grantee Signor 3			ee Signor 3		
1.13 State Agency Signature(s) 1.14. Name & Title of State Agency Signor(s) Robert R. Scott, Commissioner, NHD					
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)					
By: Assistant Attorney General, On: 6/24/7022					
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").

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- 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.
- 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").
- GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 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 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 11.1.2 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.
- 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 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
- 8.1. PERSONNEL.
 - 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.
- 9. 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 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.
- 2.5. 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.
- O. 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.
- 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 carned, 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 12.3. 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.

 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

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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.

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.

 20.
- 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.
- 17. INSURANCE.

14.

- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall 23. 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 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

- 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.
- 8. 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. <u>CONSTRUCTION OF AGREEMENT AND TERMS</u>. 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.
- 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. <u>ENTIRE AGREEMENT</u>. 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.

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EXHIBIT A SPECIAL PROVISIONS

I. NEW HAMPSHIRE STATE AND LOCAL FISCAL RECOVERY FUNDS FEDERAL REQUIREMENTS

This Agreement is funded under a grant to the State of New Hampshire (State) and subsequently through the Governor's Office for Emergency Relief and Recovery (GOFERR) and New Hampshire Department of Environmental Services (NHDES) as approved by the Governor and Executive Council from the federal government through the Department of Treasury (Treasury) through the American Rescue Plan Act of 2021 (ARPA), with the source of funds being the State and Local Fiscal Recovery Funds (SLFRF) identified under the Catalog of Federal Domestic Assistance (CFDA) number #21.027. The Federal Award Identification Number (FAIN) for this award is SLFRP0145. This grant award is a subaward of SLFRF funds and any and all compliance requirements, as updated by Treasury, for use of SLFRF funds are applicable to the Subrecipient, without further notice. Treasury requirements are published and updated at https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds.

FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA). The Subrecipient shall comply with the terms of the FFATA by providing NHDES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data information as required under the FFATA. A DUNS number may be obtained by visiting http://fedgov.dnb.com/webform/.

SAM REGISTRATION: The Subrecipient must have an active registration with the System for Award Management (SAM) (https://www.sam.gov).

GENERALLY ACCEPTED ACCOUNTING PROCEDURES: The Subrecipient, if a governmental entity, 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

RECORDKEEPING REQUIREMENTS: The Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to the State and/or Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Subrecipient must agree to provide or make available such records to the State and Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.

SINGLE AUDIT REQUIREMENTS: Recipients and subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

Grantee Initials Date 5/9/24

CIVIL RIGHTS COMPLIANCE: The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply, and shall include in every contract or agreement funded with these funds this same requirement to comply, with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, NHDES may collect and review information from subrecipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients and subrecipients (see 28 CFR 42.406).

PERIOD OF PERFORMANCE: All funds are subject to statutory requirements that they must be used for costs incurred by the recipient during the period that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024 must be expended by December 31, 2026.

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PROCUREMENT, SUSPENSION AND DEBARMENT: Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Subrecipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320.

Subrecipient 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. subrecipient 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. subrecipient is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. subrecipient acknowledges that failing to disclose the information required under 2 C.F.R. § 180.335 to NHDES may result in the delay or negation of this assistance agreement, or pursuance of administrative remedies, including suspension and debarment. Subrecipients 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.

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 A section of particles of the control . . . 1,1 By entering into this agreement, the subrecipient certifies that the subrecipient is not debarred or suspended. Furthermore, the subrecipient certifies that no part of this contract will be subcontracted to a debarred or suspended person or firm.

DOMESTIC PREFERENCES FOR PROCUREMENTS (2 C.F.R. & 200.322) As appropriate and to the extent consistent with law, to the greatest extent practicable, there is a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all <u>subawards</u> including all <u>contracts</u> and purchase orders for work or products under this award.

For purposes of this section:

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- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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:

Grantee Initials Date 5/9/22

- a. Obligating or expending 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 which can be found at https://www.sam.gov/SAM/pages/public/index.jsf

REPORTING REQUIREMENTS: For all projects listed under the Water and Sewer Expenditure Categories (see Table below), detailed project-level information is required.

5: Inf	rastructure
5.1	Clean Water: Centralized Wastewater Treatment
5.2	Clean Water: Centralized Wastewater Collection and Conveyance
5.3	Clean Water: Decentralized Wastewater
5.4	Clean Water: Combined Sewer Overflows
5.5	Clean Water: Other Sewer Infrastructure
5.6	Clean Water: Stormwater
5.7	Clean Water: Energy Conservation
5.8	Clean Water: Water Conservation
5.9	Clean Water: Nonpoint Source
5.10	Drinking water: Treatment
5.11	Drinking water: Transmission & Distribution
5.12	Drinking water: Transmission & Distribution: Lead Remediation
5.13	Drinking water: Source
5.14	Örinking water: Storage
5.15	Drinking water: Other water infrastructure

Definitions for water and sewer Expenditure Categories can be found in the EPA's handbooks. For "clean water," expenditure category definitions, please see: https://www.epa.gov/sites/production/files/2018-03/documents/cwdefinitions.pdf. For "drinking water" expenditure category definitions, please see: https://www.epa.gov/dwsrf/drinking-water-state-revolving-fund-national-information-management-system-reports.

All Clean Water and Drinking Water infrastructure projects:

- Projected/actual construction start date (month/year)
- Projected/actual initiation of operations date (month/year)
- Location (for broadband, geospatial location data)

For water and sewer projects:

National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)

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Hale Estates Owners Association SPL-ARPA-011 2022-2024 Strategic Planning Grant Page 5 of 8

Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)

II. FEDERAL REQUIREMENTS APPLICABLE TO ARPA INFRASTRUCTURE PROJECTS OVER \$10M

For projects over \$10 million (based on expected total cost) a recipient shall provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed. All contracts and subcontracts for the construction of treatment works shall insert in full in any contract the standard Davis-Bacon contract clause as specified by 29 CFR §5.5(a).

III. OTHER SPECIAL PROVISIONS

- A. In addition to the above special provisions, the following provisions as required by federal regulations apply to this Agreement:
- 1. Financial management. The Contractor shall comply with 2 CFR part 200 Subpart D and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.
- 2. Allowable costs. All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 2 CFR part 200 Subpart E.
- 3. Property Management. The Contractor shall comply with the property management and procedures detailed in 2 CFR Part 200 Subpart D.
- 4. Restrictions on Lobbying. The Contractor shall comply with the terms of 15 CFR part 28 and 2 CFR Part 200 Subpart E which prohibit the use of federal Contract funds to influence (or attempt to influence) a federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if nonfederal funds have been used to influence (or attempt to influence) a federal employee.
- Drug-Free Workplace. The Contractor shall comply with the terms of 2 CFR part 1329 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.
- 6. Protection for Whistleblowers. The Contractor shall comply with the terms of 41 U.S.C. §471 regarding

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Whistleblower protections. As described in 41 USC §471 "an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant."

- B. Other Changes to Standard Contract/Grant Agreements
- 1. Subparagraph 17.1.2 of the General Provisions shall be modified to read Subparagraph 17 of the General Provisions shall be reduced for comprehensive general liability insurance claims of bodily injury, death or property damage, in the amounts of not less than \$1,000,000 per claim and per incident.
- 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 1.6).

EXHIBIT B SCOPE OF SERVICES

The Hale Estates Owners Association will contract with an engineering firm to complete the following outlined tasks. The project goal is to assess the current water system capacity and determine steps to ensure adequate water supply is maintained.

Task 1 – Kickoff and Information Gathering

The engineering firm shall meet with the Grantee and their Operator to view the system and discuss goals for the project and other pertinent details of the water system. Gathered information will be reviewed and compiled on the system sources and water demand, including use records, yield information, well logs, etc. A basic system plan will be created using publicly available LIDAR imagery that shows the relative well locations, tax map and lot parcels, roads, homes, etc.

Deliverables: System map and operational data

Task 2 - Well Field Yield Assessment

Using data collected in Task 1, the engineering firm will prepare a well field assessment proposal for review by the Grantee, Operator, and NHDES to test each of the system sources over a period of approximately 2 weeks.

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Data collected will be used to assess safe well yield at each of the wells, as well as the contribution of individual wells to the overall system source needs. The following may be used to collect this data:

- Installation of transducers in each well
- Installation of flow meters at each well
- Use of time lapse cameras or other means to monitor water meters and pumping rates during normal pump run time cycles
- · Hand operation of wells to optimize drawdown data

Data will be reduced and an opinion of performance and safe yield for each source tested will be prepared.

Deliverable: Well field assessment report including safe yield.

Task 3 - Hydrogeologic Review

The engineering firm will complete a hydrogeologic review of the area around the primary wells to attempt to determine the recharge area for the wells, potential contamination concerns, and other pertinent hydrogeologic information. Water samples from the two primary wells will be collected and analyzed for indicator parameters such as chloride, nitrate, and other surface water indicators. The engineering firm will complete a fracture trace analysis of the area, including mapping of field fractures and a review of aerial photography and remote sensing data in an effort to identify recharge areas for the well.

Deliverable: Hydrogeologic Assessment Report including figures showing results of geologic mapping and a cross section showing results of the radar survey.

Task 4 – Preliminary Replacement Water Source Review

The engineering firm will complete a review of available land area in the vicinity of the existing water system, to identify potential alternate well sites. This review will include preparation of a figure showing results of publicly available geologic mapping, the results of the fracture trace mapping, and tax map information.

Deliverable: Potential additional well sites

Task 5 - Preliminary Opinion of Cost Development

Using information compiled in Tasks 1-4, a preliminary opinion of cost for developing a new source, if determined potentially feasible and necessary, will be prepared.

Deliverable: Cost estimate for recommended improvements

Task 6 – System Assessment Storage and Pump Stations

The engineering firm will complete a review of major system components, storage and pump stations, to determine if they are adequate to meet current demand and future growth. Recommendations for improvements to meet current or future demand or for operational efficiency will be presented along with opinion of construction costs.

Deliverable: Summary report of findings, recommendation and cost estimates for storage and pump station improvements

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Task 7 - Presentation and Next Steps

The engineering firm will meet with the Grantee and Operator to discuss the results of the study, review the advantages, disadvantages, and costs associated with each of the identified options, and identify next steps for addressing any concerns.

Task 8 - Water Conservation Evaluation

The engineering firm will review and evaluate potential current and future water conservation measures that the system can implement. This may include educational outreach, low flow fixture requirements or measures to minimize water loss.

Deliverable: Summary report of recommendations for water conservations measures.

Task 9- Meetings

Conduct up to three formal meetings during the process. The first will be held at the beginning of the project and serve as a kickoff to make sure everyone is on the same page and the outcomes are clearly defined. A possible second meeting being held midway through the project to ensure the project is progressing and to discuss the results as they stand. The third meeting would be held at the conclusion of the project to discuss results.

All data will be provided to the Grantee and NHDES in electronic format for review and comment.

An invitation for NHDES participation in meetings 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

The NHDES shall pay to the Grantee the total reimbursable program for eligible work which shall not exceed the Grant Limitation of \$46,000.

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 the 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 the 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 5/9/2



DRINKING WATER INFRASTRUCTURE PROJECT **CERTIFICATE OF VOTE – GRANTS ONLY**



Drinking Water & Groundwater Burëau 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.
\boxtimes	Must be notarized.

Original is required for submittal.

Certificate of Vote of Authorization

HALE ESTATES OWNERS! ASSOCIATION Conway, NH 03818

I, Peter Tracy of the Hale Estates Owners' Association in Conway, NH do hereby certify that at a meeting held on March 15, 2022, the Hale Estates Owners' Association, Board of Directors voted to enter into a American Rescue Plan Act Fund (ARPA) grant agreement with the New Hampshire Department Environmental Services to fund a water system improvement project.

The Hale Estates Owners' Association in Conway, NH further authorized the Thomas Cosentino to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Peter Tracy of Hale Estates Owners' Association, the 13th day of May 2022.

Peter Tracy Signature: Insert Signature

Peter C. Jug STATE OF NEW HAMPSHIRE, County of Carroll County

On this 13th day of May 2022, Insert Name of Public Notary, before me (Notary Public) the undersigned Officer, personally appeared. Thomas Cosentino, who acknowledged himself to be the Water Manager (TITLE) of Hale Estates Owners' Association, 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.

Public Notary My commission expires: Insert Notary's Commission Expiration Date Notary Public Ins

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Drinking Water State Revolving Fund **Drinking Water & Ground Water Trust Fund**

PFAS- Remediation Loan Fund 2021-11-02

State of New Hampshire **Department of State**

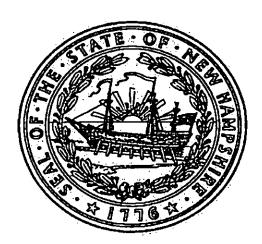
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CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that HALE ESTATES OWNERS ASSOCIATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 17, 1989. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 143884

Certificate Number: 0005775600



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire,

this 11th day of May A.D. 2022.

David M. Scanlan Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/09/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER. AND THE CERTIFICATE HOLDER.

this certificate does not confer right	ts to the c	ertifi	cate holder in lieu of such			• •			
RODUCER				CONTAC NAME:	^T Katḥryn E	la			
Infinger Insurance - Conway			PHONE (A/C, No	Ext): (603) 44	7-5123	FAX	(603) 4	147-5126	
205 Eastman Rd				ADDRES	kathw@iat	ingerinsurance			
O Box 300						SURER(S) AFFOR	DING COVERAGE		NAIC #
orth Conway			NH 03860	INSURE	<u> </u>	itive Insurance			
SURED				INSURE			····		
Hale Estates Owners Asso	ciation			INSURE					
1026A Grandview Road				INSURE					
				INSURE					
Conway			NH 03818	INSURE					
OVERAGES	CERTIFIC	ATE	NUMBER: CL225580155		· · ·		REVISION NUMBER		
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							MED EXP (Any one person	5.00	0
\	Y	1	BOP3022895-01		05/13/2022	05/13/2023	PERSONAL & ADV INJUR	1.00	0,000
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OTHER:							Hired and Non-Owne		0,000
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OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	∐ *′^			i		i	E.L. DISEASE - EA EMPLO	OYEE \$	
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LA		
							C.E. GIOLOGO F GEOT E	•	
SCRIPTION OF OPERATIONS / LOCATIONS / VI omeowners Association	HICLES (AC	ORD 1	01, Additional Remarks Schedule, (may be at	ached if more sp	sace is required)			
ERTIFICATE HOLDER				CANC	ELLATION				
State of NH Dept of Enviro	nmental Se	ervices		THE	EXPIRATION D	ATE THEREOF	SCRIBED POLICIES BE , NOTICE WILL BE DEI PROVISIONS.) BEFORE

AUTHORIZED REPRESENTATIVE PO Box 95 Concord NH 03302-0095

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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	2	1.2. State Agency Address				
NH Department of Enviro	onmental Services	29 Hazen Drive, Concord, NH 03302				
1.3. Grantee Name		1.4. Grantee Address				
Town of Lisbon		46 School Street, Lisbon, NH 03585				
1.5 Grantee Phone #	1.6. Account Number	1.7. Completion Date 1.8. Grant Limitation				
603-838-6376	03-44-44-44000-2476-072	July 1, 2024	\$ 50,000.00			
1.9. Grant Officer for S Kathryn Moran	tate Agency	1.10. State Agency Tele 603-271-1994	phone Number			
	r village district: "By signing thiceptance of this grant, including		complied with any public			
1.11. Grantee Signatur	e 1	1.12. Name & Title of Grantee Signor 1				
Stat H Ch		Liston BOS-Chairman-Scott Champagere				
Grantel Signature 2		Name & Title of Grante	1 1 1			
Cother Panic		LISBOU BOS - Art	hur Boutin			
Grantee Signature 3		Name & Title of Grantee Signor 3				
1.13 State Agency Sign	naturets)	1.14. Name & Title of St Robert R. Scott 1	ate Agency Signor(s)			
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)						
By: Assistant Attorney General, On: 6 /24/Zo22						
1.16. Approval by Governor and Council (if applicable)						
Rv:		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 B (the scope of work being hereinafter referred to as "the Project").

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- 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 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.
- 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 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, 11.1.1 or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of 11.1.2 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.
- 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
- 8.1. PERSONNEL.

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 subcon
 - 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.
- 9. 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.
- 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.
 - 6. 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.
- 2.5. 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
- COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In 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
 - 1.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
 - 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. In the event of Termination under paragraphs 10 or 12.4 of these general and provisions the appropriate Person by the State shall entitle.
 - 12.2. 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 12.3. 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.

 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

approval of the undertaking or carrying out of such Project, shall participate in 17.2. 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.
 20.
- 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 23. 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 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

- 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.
- 8. 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. <u>AMENDMENT</u>. 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.
- 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.
- 3. 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.

EXHIBIT A SPECIAL PROVISIONS

I. NEW HAMPSHIRE STATE AND LOCAL FISCAL RECOVERY FUNDS FEDERAL REQUIREMENTS

This Agreement is funded under a grant to the State of New Hampshire (State) and subsequently through the Governor's Office for Emergency Relief and Recovery (GOFERR) and New Hampshire Department of Environmental Services (NHDES) as approved by the Governor and Executive Council from the federal government through the Department of Treasury (Treasury) through the American Rescue Plan Act of 2021 (ARPA), with the source of funds being the State and Local Fiscal Recovery Funds (SLFRF) identified under the Catalog of Federal Domestic Assistance (CFDA) number #21.027. The Federal Award Identification Number (FAIN) for this award is SLFRP0145. This grant award is a subaward of SLFRF funds and any and all compliance requirements, as updated by Treasury, for use of SLFRF funds are applicable to the Subrecipient, without further notice. Treasury requirements are published and updated at https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds.

FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA). The Subrecipient shall comply with the terms of the FFATA by providing NHDES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data information as required under the FFATA. A DUNS number may be obtained by visiting http://fedgov.dnb.com/webform/.

SAM REGISTRATION: The Subrecipient must have an active registration with the System for Award Management (SAM) (https://www.sam.gov).

GENERALLY ACCEPTED ACCOUNTING PROCEDURES: The Subrecipient, if a governmental entity, 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

RECORDKEEPING REQUIREMENTS: The Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to the State and/or Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Subrecipient must agree to provide or make available such records to the State and Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.

SINGLE AUDIT REQUIREMENTS: Recipients and subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

Grantee Initials SMC Date 5-3-2

CIVIL RIGHTS COMPLIANCE: The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply, and shall include in every contract or agreement funded with these funds this same requirement to comply, with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, NHDES may collect and review information from subrecipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients and subrecipients (see 28 CFR 42.406).

PERIOD OF PERFORMANCE: All funds are subject to statutory requirements that they must be used for costs incurred by the recipient during the period that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024 must be expended by December 31, 2026.

PROCUREMENT, SUSPENSION AND DEBARMENT: Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Subrecipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320.

Subrecipient 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. subrecipient 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. subrecipient is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. subrecipient acknowledges that failing to disclose the information required under 2 C.F.R. § 180.335 to NHDES may result in the delay or negation of this assistance agreement, or pursuance of administrative remedies, including suspension and debarment. Subrecipients 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.

Grantee Initials Sinc
Date 5/3/22

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

DOMESTIC PREFERENCES FOR PROCUREMENTS (2 C.F.R. 6 200.322) As appropriate and to the extent consistent with law, to the greatest extent practicable, there is a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all <u>subawards</u> including all <u>contracts</u> and purchase orders for work or products under this award.

For purposes of this section:

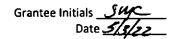
- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

PROHIBITION ON CERTAIN TÉLECOMMUNICATIONS 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:
 - (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

REPORTING REQUIREMENTS: For all projects listed under the Water and Sewer Expenditure Categories (see Table below), detailed project-level information is required.

5: Inf	rastructure
5.1	Clean Water: Centralized Wastewater Treatment
5.2	Clean Water: Centralized Wastewater Collection and Conveyance
5.3	Clean Water: Decentralized Wastewater
5.4	Clean Water: Combined Sewer Overflows
5.5	Clean Water: Other Sewer Infrastructure
5.6	[,] Clean Water: Stormwater
5.7	Clean Water: Energy Conservation
5.8	Clean Water: Water Conservation
5.9	Clean Water: Nonpoint Source
5.10	Drinking water: Treatment
5.11	Drinking water: Transmission & Distribution
5.12	Drinking water: Transmission & Distribution: Lead Remediation
5.13	Drinking water: Source
5.14	Drinking water: Storage
5.15	Drinking water: Other water infrastructure

Definitions for water and sewer Expenditure Categories can be found in the EPA's handbooks. For "clean water" expenditure category definitions, please see: https://www.epa.gov/sites/production/files/2018-03/documents/cwdefinitions.pdf. For "drinking water" expenditure category definitions, please see: https://www.epa.gov/dwsrf/drinking-water-state-revolving-fund-national-information-management-system-reports.

All Clean Water and Drinking Water infrastructure projects:

- Projected/actual construction start date (month/year)
- Projected/actual initiation of operations date (month/year)
- Location (for broadband, geospatial location data)

For water and sewer projects:

 National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)

II. FEDERAL REQUIREMENTS APPLICABLE TO ARPA INFRASTRUCTURE PROJECTS OVER \$10M

For projects over \$10 million (based on expected total cost) a recipient shall provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed. All contracts and subcontracts for the construction of treatment works shall insert in full in any contract the standard Davis-Bacon contract clause as specified by 29 CFR §5.5(a).

III. OTHER SPECIAL PROVISIONS

- A. In addition to the above special provisions, the following provisions as required by federal regulations apply to this Agreement:
- Financial management. The Contractor shall comply with 2 CFR part 200 Subpart D and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.
- 2. Allowable costs. All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 2 CFR part 200 Subpart E.
- 3. **Property Management.** The Contractor shall comply with the property management and procedures detailed in 2 CFR Part 200 Subpart D.
- 4. Restrictions on Lobbying. The Contractor shall comply with the terms of 15 CFR part 28 and 2 CFR Part 200 Subpart E which prohibit the use of federal Contract funds to influence (or attempt to influence) a federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if nonfederal funds have been used to influence (or attempt to influence) a federal employee.
- 5. Drug-Free Workplace. The Contractor shall comply with the terms of 2 CFR part 1329 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.
- 6. Protection for Whistleblowers. The Contractor shall comply with the terms of 41 U.S.C. §471 regarding

Grantee Initials 5/40 Date 5-3-22

Whistleblower protections. As described in 41 USC §471 "an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant."

EXHIBIT B SCOPE OF SERVICES

The Town of Lisbon will contract with an engineering firm to complete the following outlined tasks. The goal of the project is to improve the water system source with the additional of a new well, if determined to be feasible, and to continue to reduce water loss with the prioritization of watermain replacements.

Task 1 - New Well Development Alternative Site Analysis

- Complete an analysis of the existing well site and the Schoffield well site to develop a comparison of the
 advantages and disadvantages for each site. The analysis will include mitigation of the flooding which
 causes access issues to the wells and pump station so that there is year-round access to the existing well
 ite.
- Review of transmission main and power alternatives to access the Schoffield well site which is approximately 2 miles from the existing system. Determination of permitting and cost constraints (NH DOT right of way, Railroad Right of Way, Wetlands, etc.).
- Review design approaches for Well #3, including the possibility of drilling an angle well versus a traditional
 well to cut down on the flood plain impact. Review fill amounts and speak with regulators about what is
 permittable.
- Review constructability and permitting issues for each site and update opinion of probable construction costs for each site.

Grantee Initials JAC
Date 5-3-22

Deliverable: Alternative analysis and opinion of probable construction cost with recommended alternative.

Task 2 - Conceptual Design for Selected Site

Complete a detailed opinion of probable construction costs and a conceptual plan for the development of a well at the most favorable site.

Deliverable: A concept plan and opinion of probable construction cost and funding application for the development of the well will be completed.

Task 3 - Watermain Prioritization

Prioritize improvements to the remaining 12,000 feet of water main not already evaluated. Conduct ground penetrating radar to determine depth to ledge and other factors needed for the design of the water main. Limited field work will be completed.

Deliverable: Conceptual plans for distribution main improvements and opinion of probable construction cost will be developed for prioritized (phase 1) water mains (total length to be determined).

Task 4 - Meetings

Conduct up to three formal meetings during the process. The first will be held at the beginning of the project and serve as a kickoff to make sure everyone is on the same page and the outcomes are clearly defined. A possible second meeting being held once initial concepts for the well and transmission main to verify the proposed improvements meet the goals of the project. The third meeting would be a presentation of the plans and cost estimates.

An invitation for NHDES participation in meetings 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

The 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 the 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 the 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 <u>SMC</u>
Date <u>5-3-22</u>



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 Agreemen
(provided under separate cover) has the authority to do so. This is a 3-person form:

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

 \omega Must be notarized.

 \omega Original is required for submittal.

Certificate of Vote of Authorization

TOWN OF LISBON WATER SYSTEM 46 SCHOOL STREET LISBON, NH 03585

I, Krystle Dow-Administrative Assistant of the Town of Lisbon Water System do hereby certify that at a meeting held on April 25, 2022, the Lisbon 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 Lisbon Water System further authorized the Chairmain of the Board of Selectman Scott Champagne to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Krystle Dow of Town of Lisbon Water System, the 03 day of May 2022.

STATE OF NEW HAMPSHIRE, County of Grafton

On this 03 day of May 2022, Audrey Champagne, before me (Notary Public) the undersigned Officer, personally appeared. IScott Champagne, who acknowledged himself to be the Chairman of the Board of Selectmen (TITLE) of Town of Lisbon, 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 Audrey Champagne My commission expires:

AUDREY CHAMPAGNE
Justice of the Peace - New Hampshire
My Commission Expires November 25, 2024

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 (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.

Entertain Company	Member Number:		ompany Affording Coverage:		
Participating Member: Town of Lisbon 46 School Street Lisbon, NH 03585	221	N B 4	NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	te Limite NH Statutory Limite	May Apply, If Not:	
X General Liability (Occurrence Form) Professional Liability (describe) Claims Occurrence Made	7/1/2021	7/1/2022	5 O		
Automobile Liability Deductible Comp and Coll: \$1,000 Any auto			Combined Single Limit (Each Acadent) Aggregate		
X Workers' Compensation & Employers' Liability	y 7/1/2021	7/1/2022	X Statutory		
			Each Accident	\$2,000,000	
			Disease - Each Employee	\$2,000,000	
			Disease - Policy Limit		
Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)		
Description: Proof of Primex Member coverage only. excluded from coverage in the coverage document.	Pollution and haza	ardous waste r	related liabilities, expenses and	claims are	
CERTIFICATE HOLDER: Additional Covered P	arty Loss F	Pavae P	Primex ³ – NH Public Risk Manage	ment Exchange	
Additional Covered any Coss Fayer			By: Many Beth Procedt		
State of New Hampshire	٥	Date: 5/3/2022 mpurcell@nhprlmex.org			
Department of Environmental Services 29 Hazen Drive, PO Box 95 Concord, NH 03302-0095		Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax			



Participating Member:

Concord, NH 03302-0095

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 8 (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.

Company Affording Coverage

603-225-2841 phone 603-228-3833 fax

Member Number:

				., , on g corologo.			
46 School Street Bow Brood Lisbon, NH 03585 Bow Brood 46 Donov			ublic Risk Management E Brook Place Inovan Street ord, NH 03301-2624	Exchange - Primex ³			
:Type of Coverage	Effective Date (Expiration I	Date	Date NIL CALL AND CALL			
X General Liability (Occurrence Form)	7/1/2022			Each Occurrence	\$ 5,000,000		
Professional Liability (describe)	17.72022	17.112020		General Aggregate	\$ 5,000,000		
Claims Occurrence			Fire Damage (Any one fire)				
				Med Exp (Any one person)			
Automobile Liability Deductible Comp and Coll: \$1,000 Any auto				Combined Single Limit (Each Accident) Aggregate			
X Workers' Compensation & Employers' Liability	7/1/2022	7/1/202	3	X Statutory	_		
	17112022	77 17202		Each Accident	\$2,000,000		
. •				Disease - Each Employee	\$2,000,000		
				Disease - Policy Limit			
Property (Special Risk includes Fire and Theft)				Blanket Limit, Replacement Cost (unless otherwise stated)			
Description: Proof of Primex Member coverage only. Pexcluded from coverage in the coverage document.	ollution and haza	rdous waste	related	d liabilities, expenses and	d claims are		
CERTIFICATE HOLDER: Additional Covered Parts	L cos D		Dalan a	3 MILDURE DIST. 15			
Additional Covered Party	y Loss P		Primex By:	3 - NH Public Risk Manag **********************************	ement Exchange		
			υy.	am all meets to meeting			
State of New Hampshire		L	Date: 7/15/2022 mpurcell@nhprimex.org				
Department of Environmental Services 29 Hazen Drive, PO Box 95				Please direct inquires to:			

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		1.2. State Agency Address				
NH Department of Enviro	nmental Services	29 Hazen Drive, Concord, NH 03302				
1.3. Grantee Name Town of Epping		1.4. Grantee Address 157 Main Street, Epping, NH 03042				
1.5 Grantee Phone # 603-679-5441	.5 Grantee Phone # 1.6. Account Number 1.7. Completion Date 1.8. Grant Limitati					
1.9. Grant Officer for S Luis Adomo	tate Agency	1.10. State Agency Tele 603-271-2472	phone Number			
		is form we certify that we have ng if applicable RSA 31:95-b."	e complied with any public			
1.11. Crantee Signatur		1.12. Name & Title of Grantee Signor 1 Creany C. Dooge, Town Administrator				
Grantee Signature		Name & Title of Grante	ee Signor 2			
Grantee Signature 3		Name & Title of Grantee Signor 3				
1.13 State Agency Sign	naturo(\$)	1.14. Name & Title of St Robert R. Scott C	tate Agency Signor(s)			
1.15. Approval by Atto						
By: Jakke	Assistant A	Attorney General, On: 🛭	1741 2022			
1.16. Approval by Gove	ernor and Council (if app	olicable)				
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 B (the scope of work being hereinafter referred to as "the Project").

- 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 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.
- 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, 11.1.1 or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of 11.1.2 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.
- 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 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 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
- 8. with, the entity identified as the Grantee in block 1.3 of these provisions
- 8.1. PERSONNEL.

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, 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.
- 9. 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.
- 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.
- 2.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 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.
 - O. 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
- 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:
 - 1.2.1 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.
 - TERMINATION.
- 2.1. 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. 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 bersunder.
 - 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. 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



approval of the undertaking or carrying out of such Project, shall participate in 17.2. 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.
 20.
- 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.
- 17. INSURANCE.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall 23. 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 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

- 7.2. 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.
- 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.
- 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.
 - <u>SPECIAL PROVISIONS</u>. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT A SPECIAL PROVISIONS

I. NEW HAMPSHIRE STATE AND LOCAL FISCAL RECOVERY FUNDS FEDERAL REQUIREMENTS

This Agreement is funded under a grant to the State of New Hampshire (State) and subsequently through the Governor's Office for Emergency Relief and Recovery (GOFERR) and New Hampshire Department of Environmental Services (NHDES) as approved by the Governor and Executive Council from the federal government through the Department of Treasury (Treasury) through the American Rescue Plan Act of 2021 (ARPA), with the source of funds being the State and Local Fiscal Recovery Funds (SLFRF) identified under the Catalog of Federal Domestic Assistance (CFDA) number #21.027. The Federal Award Identification Number (FAIN) for this award is SLFRP0145. This grant award is a subaward of SLFRF funds and any and all compliance requirements, as updated by Treasury, for use of SLFRF funds are applicable to the Subrecipient, without further notice. Treasury requirements are published and updated at https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds.

FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA). The Subrecipient shall comply with the terms of the FFATA by providing NHDES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data information as required under the FFATA. A DUNS number may be obtained by visiting http://fedgov.dnb.com/webform/.

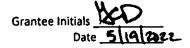
SAM REGISTRATION: The Subrecipient must have an active registration with the System for Award Management (SAM) (https://www.sam.gov).

GENERALLY ACCEPTED ACCOUNTING PROCEDURES: The Subrecipient, if a governmental entity, 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

RECORDKEEPING REQUIREMENTS: The Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to the State and/or Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Subrecipient must agree to provide or make available such records to the State and Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.

SINGLE AUDIT REQUIREMENTS: Recipients and subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.



CIVIL RIGHTS COMPLIANCE: The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply, and shall include in every contract or agreement funded with these funds this same requirement to comply, with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, NHDES may collect and review information from subrecipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients and subrecipients (see 28 CFR 42.406).

PERIOD OF PERFORMANCE: All funds are subject to statutory requirements that they must be used for costs incurred by the recipient during the period that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024 must be expended by December 31, 2026.

PROCUREMENT, SUSPENSION AND DEBARMENT: Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Subrecipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320.

Subrecipient 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. subrecipient 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. subrecipient is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. subrecipient acknowledges that failing to disclose the information required under 2 C.F.R. § 180.335 to NHDES may result in the delay or negation of this assistance agreement, or pursuance of administrative remedies, including suspension and debarment. Subrecipients 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 subrecipient certifies that the subrecipient is not debarred or suspended. Furthermore, the subrecipient certifies that no part of this contract will be subcontracted to a debarred or suspended person or firm.

DOMESTIC PREFERENCES FOR PROCUREMENTS (2 C.F.R. & 200.322) As appropriate and to the extent consistent with law, to the greatest extent practicable, there is a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all <u>subawards</u> including all <u>contracts</u> and purchase orders for work or products under this award.

For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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:
 - (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

REPORTING REQUIREMENTS: For all projects listed under the Water and Sewer Expenditure Categories (see Table below), detailed project-level information is required.

5: Inf	rastructure
5.1	Clean Water: Centralized Wastewater Treatment
5.2	Clean Water: Centralized Wastewater Collection and Conveyance
5.3	Clean Water: Decentralized Wastewater
5.4	Clean Water: Combined Sewer Overflows
5.5	Clean Water: Other Sewer Infrastructure
5.6	Clean Water: Stormwater
5.7	Clean Water: Energy Conservation
5.8	Clean Water: Water Conservation
5.9	Clean Water: Nonpoint Source
5.10	Drinking water: Treatment
5.11	Drinking water: Transmission & Distribution
5.12	Drinking water: Transmission & Distribution: Lead Remediation
5.13	Drinking water: Source
5.14	Drinking water: Storage
5.15	Drinking water: Other water infrastructure

Definitions for water and sewer Expenditure Categories can be found in the EPA's handbooks. For "clean water" expenditure category definitions, please see: https://www.epa.gov/sites/production/files/2018-03/documents/cwdefinitions.pdf. For "drinking water" expenditure category definitions, please see: https://www.epa.gov/dwsrf/drinking-water-state-revolving-fund-national-information-management-system-reports.

All Clean Water and Drinking Water infrastructure projects:

- Projected/actual construction start date (month/year)
- Projected/actual initiation of operations date (month/year)
- Location (for broadband, geospatial location data)

For water and sewer projects:

 National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)



 Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)

II. FEDERAL REQUIREMENTS APPLICABLE TO ARPA INFRASTRUCTURE PROJECTS OVER \$10M

For projects over \$10 million (based on expected total cost) a recipient shall provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed. All contracts and subcontracts for the construction of treatment works shall insert in full in any contract the standard Davis-Bacon contract clause as specified by 29 CFR §5.5(a).

III. OTHER SPECIAL PROVISIONS

- A. In addition to the above special provisions, the following provisions as required by federal regulations apply to this Agreement:
- 1. Financial management. The Contractor shall comply with 2 CFR part 200 Subpart D and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.
- 2. Allowable costs. All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 2 CFR part 200 Subpart E.
- 3. **Property Management.** The Contractor shall comply with the property management and procedures detailed in 2 CFR Part 200 Subpart D.
- 4. Restrictions on Lobbying. The Contractor shall comply with the terms of 15 CFR part 28 and 2 CFR Part 200 Subpart E which prohibit the use of federal Contract funds to influence (or attempt to influence) a federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if nonfederal funds have been used to influence (or attempt to influence) a federal employee.
- 5. Drug-Free Workplace. The Contractor shall comply with the terms of 2 CFR part 1329 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.
- 6. Protection for Whistleblowers. The Contractor shall comply with the terms of 41 U.S.C. §471 regarding



Whistleblower protections. As described in 41 USC §471 "an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant."

EXHIBIT B SCOPE OF SERVICES

The Town of Epping will contract with an engineering firm to complete the following outlined tasks. The project goal is to perform the initial phases of a groundwater exploration and development program to fulfill the long-term strategic plan to provide a sustainable water supply to the Town.

PHASE I GEOLOGIC MAPPING AND SURVEY PHASE - IDENTIFICATION OF NEW POTENTIAL GROUNDWATER DEVELOPMENT SITES

Task 1- Background Data Collection

The engineering firm will conduct a systematic review of previous work performed in the study area that are related to groundwater resources including previous consultants' reports, drill logs, diaries of pumping test data, and existing hydrogeologic data. In addition, the following will be reviewed:

- New Hampshire surficial geology maps
- Pertinent soils maps
- High- and low-altitude aerial photography covering selected study areas from EROS Data Center, Sioux Falls, South Dakota
- Precipitation records from NOAA, National Climatic Data Center
- Reports and publications produced by the USGS
- Reports from local and state planning agencies

Grantee Initials 5 19 2022

- Domestic well records (if available)
- Existing zoning and future land use maps available throughout the study area

Hydrogeologic data collected will form a database, which will be used in subsequent phases and tasks of this study.

Task 2 - Geologic Field Mapping of Surficial Deposits

The engineering firm will aim to map and examine the distribution of transmissive sand and gravel deposits within the study area. Investigations will be conducted of the type and lateral extensiveness of sand and gravel deposits, potential thickness of the deposit(s), presence of potential barrier boundaries to groundwater flow (i.e., proximity of glacial till, bedrock, etc.), and the overall hydrogeologic favorability of the study area relative to developing groundwater resources from unconsolidated deposits.

Task 3 – Remote Sensing Analyses of Local Bedrock Aquifer Hydrogeologic Environment

Remote-sensing analyses of different scales of aerial photography will be conducted to help characterize the geologic structure and fracture fabric of the study area. This will be accomplished by delineating photolineaments or "fracture traces" for each set of photos.

This remote sensing effort helps extend bedrock fracture features noted in the field to areas where bedrock is not exposed. The photography and images to be used may include the following:

- SLAR (Side Looking Airborne Radar) Project SAPA (Southern Appalachian Project Area) (scale 1:250,000)
- NASA (National Aeronautics and Space Administration) CIR (color infrared) (scale 1:130,000)
- NHAP 80 (National High Altitude Photography Program) black-and-white (scale 1:80,000)
- NHAP 58 (National High Altitude Photography Program) CIR (color infrared) (scale 1:58,000)
- USGS low altitude aerial photography (scales 1:24,000 and 1:18,000)

Task 4 – Geologic Field Mapping and Bedrock Fracture Fabric Analyses

Geologic field mapping: The remote-sensing analysis of bedrock structure will be "ground truthed" initially through a program of geologic field mapping. Available bedrock outcrops and road cuts will be investigated by geologists in terms of bedrock fracture characteristics, with emphasis on directional permeabilities. Existing information from County, State, and Federal maps, engineering reports, well logs, and borings will be used to delineate potential locations for groundwater flow through fractured bedrock.

Fracture fabric analysis: The orientations of observed photolineaments will be statistically analyzed and correlated with bedrock fracture orientations as seen in outcrop. The bedrock structures, as observed in the photos, which correlate with those bedrock fractures observed on the ground, will be used to delineate those zones considered most favorable for groundwater development from fractured bedrock.

Task 5 - Review of Potential Threats to Groundwater Quality due to Cultural Land Uses

The engineering firm will conduct a "contaminant threats" survey to identify those areas where groundwater quality may be degraded. The magnitude of the potential threat imposed by a certain type of contamination will be estimated and classified into different categories.

Task 6 - Groundwater Recharge Analyses

The available groundwater recharge will be estimated within the study area by identifying "groundwater favorability zones," estimating the water-bearing capabilities of each site, considering the size and extent of the associated watersheds, and deriving ground water runoff.



Task 7 - Prioritization of Groundwater Favorable Zones

Based upon the data collected from Tasks 1 through 6, selected zones will be evaluated according to the favorability of developing suitable groundwater resources. The results of this task will be presented as site plan map identifying favorable groundwater development zones and their respective prioritization in accordance with their groundwater favorability. The map will show the following:

- planimetric features
- topography
- geologic contacts
- major bedrock structural features
- existing wells located proximal to the site
- proposed on-site septic fields (if available)
- springs
- watershed boundaries
- specific zones within the study area that are considered favorable for the development of groundwater resources

PHASE II IDENTIFY SPECIFIC LOCATIONS FOR DRILLING EXPLORATORY TEST WELLS – GEOPHYSICAL SURVEYS – ELECTRICAL RESISTIVITY SURVEYS

The engineering firm will use geophysical equipment to investigate the project site for specific drilling locations. Equipment used will include a proton magnetometer, an EM16-VLF electromagnetic recorder, and/or electrical resistivity. Conducting surveys across selected favorable zones often helps to specifically locate subsurface bedrock structures, and thick sequences of transmissive unconsolidated deposits which are often capable of yielding substantial groundwater resources.

The engineering firm will also use electrical resistivity geophysical surveys, which provides a cost-effective method for investigating the subsurface conditions of both sand and gravel aquifers and transmissive bedrock structures. Subsurface mapping of fractured bedrock aquifers can be accomplished and profiles portraying depth to the water table and depth to bedrock can also be generated.

These geophysical surveys will be conducted by traverses tied to baselines in a manor appropriate for each instrument. The results of the geophysical testing will be the placement of wooden stakes in the ground indicating where exploratory test well drilling for a new Production Well is warranted.

Meetings: Up to three virtual meetings will be conducted with the Grantee and NHDES including a kick-off, mid-level and wrap-up.

Deliverables:

The deliverables will include the following:

1) Phase I map with supporting materials showing the selected favorable areas for groundwater development that are suitable for conducting geophysical surveys (Phase II);



- Identification of specific drilling targets selected in the area identified in Phase I, including the placement of wooden stakes in the ground identifying where candidate exploratory test wells sites have been selected (GPS coordinates will also be provided); and
- 3) Summary report of the findings in Phases I and II with recommendations

An invitation for NHDES participation in meetings 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

The 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 the 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 the NHDES before payment is made.

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





CERTIFICATE OF VOTE OF AUTHORIZATION INFRASTRUCTURE PROJECTS GRANTS ONLY



American Rescue Plan Act (ARPA)

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. The Certificate must be signed and notarized on the same date as, or within 30 days of, the Grant Agreement signature. This is a three-person form: Person Completing this Form, Authorized Representative, and a Public Notary. Completed and signed by someone other than the person being given authority. Must be notarized. Original is required for submittal.
Certificate of Vote of Authorization
TOWN OF EPPING, NH
157 Main Street, Epping, NH 03042
I, Dennis Koch of the Town of Epping, NH do hereby certify that at a meeting held on May 16, 2022, the Board o
Selectmen voted to enter into a American Rescue Plan Act Fund (ARPA) grant agreement with the New
Hampshire Department Environmental Services to fund a Drinking Water improvement project.
The Town of Epping, NH Board of Selectmen further authorized the Town Administrator, Gregory C. Dodge to
execute any documents which may be necessary to effectuate this grant agreement.
IN WITNESS WHEREOF, I have hereunto set my hand as Public Works Coordinator of the Town of Epping, NH, the
17th day of May 2022.
Dennis Koch Signature: D. Kork
STATE OF NEW HAMPSHIRE, County of Rockingham
On this 17th day of May 2022, Joyce A. Blanchard, before me (Notary Public) the undersigned Officer, personally
appeared. Dennis Koch, who acknowledged himself to be the Public Works Coordinator of the Town of Epping,

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

Notary Public Joyce A. Blanchard My commission expires:

Loque a Blanchard

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

www.des.nh.gov

NH, being authorized so to do, execute the foregoing instrument for the purpose therein contained.

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

ender siet in engert.



Concord, NH 03302-0095

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 finit 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 after the coverage afforded by the coverage categories listed below.

alter the coverage afforded by the coverage categories listed by	elow.				
Participating Member:	er: Member Number:		Company Affording Coverage:		
own of Epping 167 57 Main Street pping, NH 03042			NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration (mm/dd/y	n Date:		May Apply, If Not:
X General Liability (Occurrence Form)	7/1/2022	7/1/2023		Each Occurrence	\$5,000,000
Professional Liability (describe)	77 172022	111720		General Aggregate	\$5,000,000
Claims Occurrence				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
X Automobile Liability Deductible Comp and Coli: \$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	1/1/2022	1/1/2023		X Statutory	\$2,000,000
				Each Accident	\$2,000,000
				Disease - Each Employee	
				Disease - Policy Limit	
X Property (Special Risk includes Fire and Theft)	7/1/2022	7/1 <i>/</i> 202	23	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
Description: Proof of Primex Member coverage only. P excluded from coverage in the coverage document. The	ollution and hazar Participating Men	rdous waste nber will adv	e relate vise of	ed liabilities, expenses and cancellation no less than 1	claims are 5 days prior.
CERTIFICATE HOLDER: Additional Covered Par	ty Loss F	avee	Prime	ex³ – NH Public Risk Manage	ment Exchange
		-,	By:	Many Beth Percett	
State of New Hampshire NH Dept. of Environmental Services 29 Hazen Rd. PO Box 95			Date: 6/7/2022 mpurcell@nhprimex.org		
			Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone		

603-228-3833 fax

Attachment A 2022-2024 Grant Round – Strategic Planning Grant Program

Applications and Rankings (Maximum Score = 42 points)

PWS ID	APPLICANTS	AMOUNT AWARDED/	RANKING		
F WY 3 ID	AFFLICANTS	REQUESTED	SCORE		
1681010	Newfields Village Water and Sewer District	\$ 48,000.00	39		
0771010	Epsom Village District	\$ 50,000.00	37		
0811010	Town of Farmington	\$ 50,000.00	36		
0343020	Foothill Estates LLC	\$ 50,000.00	35		
1191010	Contoocook Village Precinct	\$ 50,000.00	35		
0651010	City of Dover	\$ 50,000.00	34		
1361010	Town of Lisbon	\$ 50,000.00	34		
0921010	Gorham Water District	\$ 48,000.00	. 34		
0911010	Goffstown Village Water Precinct	\$ `50,000.00	32 .		
0251010	Penacook-Boscawen Water Precinct	\$ 50,000.00	31		
0512270	Hale Estates Homeowners Association	\$ 46,000.00	29		
1844010	Carroll County Complex	\$ 50,000.00	29		
1951010	City of Portsmouth	\$ 50,000.00	29		
2391010	Sanbornville Precinct	\$ 50,000.00	29		
2111010	Town of Seabrook	\$ 50,000.00	28		
	Town of Epping -				
0761010	Groundwater Exploration	\$ 50,000.00	27		
	Well F-1 Hydrogeologic Testing		,		
1581010	Milton Water District	\$ 50,000.00	27		
0911020	Grasmere Village Water Precinct	\$ 25,000.00	27		
1141020	Emerald Lake Village District	\$ 50,000.00	26		
1652020	Chalk Pond Water Company 1	-	26		
1381010	Littleton Water and Light	\$ 50,000.00	25		
1561010	Town of Milford Water Utilities	\$ 50,000.00	25		
::::::::: PROJECTS CURRENTLY ELIGIBLE FOR FUNDING LISTED ABOVE THIS LINE ::::::::::					
0201010	Belmont Water Department	\$ 50,000.00	24		
1351010	Town of Lincoln	\$ 50,000.00	24		
1741010	Town of Newport	\$ 50,000.00	24		
2441010	Town of Waterville Valley	\$ 50,000.00	24		
0771010	Epsom Village District - Water Main	\$ 50,000.00	22		
0801010	Town of Exeter - Water Supply	\$ 50,000.00	22		
1461010	Village District of Eidelweiss	\$ 42,000.00	22		
2561010	Wolfeboro Water and Sewer	\$ 50,000.00	22		
1211010	Jackson Water Precinct	\$ 50,000.00	21		

PWS ID	APPLICANTS	AMOU	RANKING	
PWSID	APPLICANTS	REQUESTED		SCORE
1471010	Manchester Water Works	\$	50,000.00	21
1481010	Town of Marlborough	\$	50,000.00	21
0202020	Sunray Shores Water District	\$	50,000.00	20
0761010	Town of Epping - Master Plan	\$	50,000.00	19
0801010	Town of Exeter - Capital Improvement Plan	\$	50,000.00	19
0861010	Freedom Village Water Precinct	\$	50,000.00	19
0881020	Gunstock Acres	\$	50,000.00	19
1221010	Jaffrey Water Works	\$	50,000.00	19
1241010	City of Keene	\$	50,000.00	19
1721010	New London-Springfield Water System Precinct	\$	50,000.00	19
2271010	Town of Sunapee	\$	50,000.00	19
2301020	West Swanzey Water Company/Town of Swanzey	\$	50,000.00	19
2401020	North Walpole Village District	\$	50,000.00	19
0651010	City of Dover - Master Plan	\$	50,000.00	16
1201010	Town of Hudson	\$	50,000.00	16
1291010	Town of Lancaster	\$	50,000.00	16
1521010	Town of Meredith	\$	40,000.00	16
2001010	City of Rochester	\$	50,000.00	16
0651010	City of Dover - Pudding Hill Aquifer	\$	50,000.00	14
1321010	City of Lebanon	\$	50,000.00	14
2041010	Rye Water District	\$	50,000.00	14
2051010	Town of Salem	\$	50,000.00	14
1141010	Hillsborough Water and Sewer Commission	\$	40,000.00	13
1941010	Plymouth Village Water and Sewer District	\$	50,000.00	13
2011010	Rollinsford Water and Sewer District	\$	50,000.00	13
1931010	Town of Plaistow	\$	39,200.00	13
1281010	Laconia Water Works	\$	50,000.00	9
0161020	Lower Bartlett Water Precinct	\$	45,000.00	8
1871010	Town of Peterborough	\$	50,000.00	8
1531010	Merrimack Village District Water Works	\$	47,000.00	6
0511030	North Conway Water Precinct	\$	50,000.00	3
0882020	Gilford Forest Estates	\$	50,000.00	0
0152090	Pepperidge Woods .	\$	50,000.00	0
n/a	Town of Brookline	\$	50,000.00	0

Notes:

1. Chalk Pond Water Company turned down the grant funds.

Grant Reviewer List

Name	Department	Bureau	Title	Years Experience	
Richard Skarinka	NHDES	Drinking Water & Groundwater Bureau	Sanitary Engineer III	Sixteen years managing the grant program	
Johnna McKenna	NHDES	Drinking Water & Groundwater Bureau	Sustainability and Finance	Nine years managing the grants/loans program	
Randall Suozzo	NHDES	Drinking Water & Groundwater Bureau	Sanitary Engineer	Six years with NHDES	
Luis Adorno	NHDES	Drinking Water & Groundwater Bureau	Administrator II	Eight years managing the grant program	
KC Moran	NHDES	Drinking Water & Groundwater Bureau	Environmentalist III	Seven months with NHDES	