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June 14, 2023

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

Requested Action

The Community Development Finance Authority (CDFA) requests to place this item on the Consent Calendar.

Authorize the Community Development Finance Authority (CDFA), under the Community Development Block Grant (CDBG) program, to amend a grant with the Town of Jaffrey, 10 Goodnow Street, Jaffrey, New Hampshire, in the amount of \$500,000 by extending the completion date to December 30, 2024 from its original grant completion date of June 30, 2023. The original grant was approved by Governor and Council on March 3, 2021, agenda item #29. This extension if granted, will allow for the completion of its water infrastructure improvements project in Jaffrey, New Hampshire, effective upon Governor and Council approval on June 14, 2023. No additional funding is involved in this time extension request. **100% federal funds.**

Explanation

The Town of Jaffrey is requesting an extension of its CDBG funds to support its water infrastructure improvements project in Jaffrey, New Hampshire location. The project has been delayed due to supply chain issues, uncertainties related to COVID-19, and a delay by the US EDA Grant Program in approving additional funds for the project to cover higher-than-expected costs for project materials and labor. The project will provide an increased water supply which will allow for expansion of manufacturing activities at the MilliporeSigma plant located at 11 Prescott Road, Jaffrey, New Hampshire, and will result directly in the creation of 25 new jobs, of which 15 will be held by or made available to low- and moderate-income persons.

This Agreement allocates a portion of the Community Development Block Grant (CDBG) funds provided to New Hampshire by the U. S. Department of Housing and Urban Development (HUD). CDFA is administering this program as provided by RSA 162-L. The funds for this contract are from the Community Development Block Grant Fund, which is intended to help municipalities solve development problems.

Sincerely

Katherine Easterly Martey, Executive Director

KEM/ml
Attachments

AMENDMENT #1

This Agreement (hereinafter called the "Amendment") dated this 13 day of April, 2023 by and between the State of New Hampshire acting by and through the Community Development Finance Authority (CDFA) (hereinafter referred to as "Grantor") and the Town of Jaffrey (hereinafter referred to as the "Contractor").

WHEREAS, pursuant to an initial agreement (hereinafter called the "Agreement") which was first entered into upon Governor and Council approval on March 3, 2021, agenda item #29, the Contractor agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payments by Grantor of certain sums specified therein, and;

WHEREAS, pursuant to paragraph 17 of the General Provisions of the Agreement, the contract may be amended, waived or discharged by written instrument executed by the parties hereto and approved by the Governor and Council, and;

WHEREAS, CDFA has received a written request from the Contractor to amend the Agreement;

NOW THEREFORE, in consideration of the foregoing and the covenants and conditions contained in the Agreement as set forth herein, the Contractor and CDFA hereby agree to amend the Agreement as follows:

1. Amendment of Agreement

A. To amend Section 1.7 of the General Provisions by extending the completion date from June 30, 2023, to December 30, 2024.

2. Effective Date of Amendment

This Amendment shall be effective upon its approval by the Governor and Council of the State of New Hampshire. If such approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.

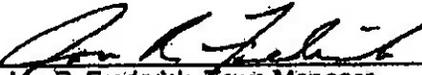
3. Continuance of Agreement

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

IN WITNESS WHEREOF, the parties have hereunto set their hands:

CONTRACTOR:

Town of Jaffrey

By: 
Jon R. Frederick, Town Manager

GRANTOR:

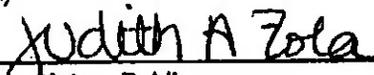
State of New Hampshire acting through the
Community Development Finance Authority

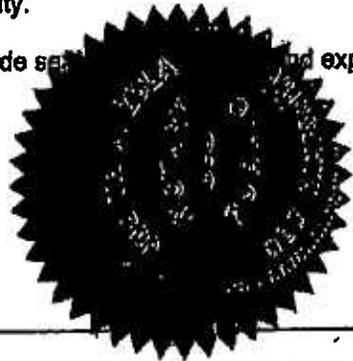
By: 
Katherine Easterly Martey
Executive Director

NOTARY STATEMENT - FOR GRANTEE CONTRACTOR SIGNATURE ONLY:

On this the 13th day of April, 2023 there appeared before me the undersigned officer personally appeared Jon R. Frederick, who acknowledged himself as town manager of the Town of Jaffrey and that such officer, authorized to do so, executed the foregoing instrument for the purposes herein contained, by signing himself in the name of the municipality.

In witness whereof I hereunto set my hand and official seal (provide seal and expiration date)

By: 
Notary Public
My Commission Expires: 12-2-2025



APPROVAL BY NEW HAMPSHIRE ATTORNEY GENERAL AS TO FORM, SUBSTANCE AND EXECUTION:

By: , Assistant Attorney General, on 5/17/23

APPROVAL BY THE NEW HAMPSHIRE GOVERNOR AND COUNCIL:

By: _____, on _____

CERTIFICATE

20-027-CDED

I, Kelly Rollins Town Clerk of Jaffrey, New Hampshire do hereby certify that: (1) at the public hearing held on November 9, 2020, the Board of Selectmen voted to submit an application for Community Development Block Grant funds and if awarded; (2) enter into a contract with the Community Development Finance Authority and further authorize the Town Manager, to execute any documents which may be necessary to effectuate this contract or any amendments thereto; (3) I further certify that this authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and (4) the following person has been appointed to and now occupies the office indicated under item (2) above:

Jon R. Frederick, Town Manager
Name and Title of Officer Authorized to Sign

By: Kelly Rollins
Town Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF Cheshire, SS.

The foregoing instrument was acknowledged before me this 13th day of April, 2023, by the above-named Kelly Rollins, Town Clerk of the Town of Jaffrey, New Hampshire.

Judith A Zola (Seal)
Notary Public
My commission expires: 12-2-2025

JUDITH A. ZOLA
Notary Public - New Hampshire
My Commission Expires December 2, 2025





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: Town of Jaffrey 10 Goodnow Street Jaffrey, NH 03452	Member Number: 208	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
New Hampshire Community Development Finance Authority 14 Dixon Ave., Suite 102 Concord, NH 03301			By: <i>Mary Beth Purcell</i>
			Date: 4/13/2023 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



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.

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Participating Member: Town of Jaffrey 10 Goodnow Street Jaffrey, NH 03452	Member Number: 208	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2023	7/1/2024	Each Occurrence	\$ 1,000,000
			General Aggregate *	\$ 2,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
<input type="checkbox"/> Workers' Compensation & Employers' Liability			Statutory	
			Each Accident	
			Disease - Each Employee	
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: In regard to the grant agreement, the certificate holder is named as Additional Covered Party, but only to the extent liability is based on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered. The Participating Member will advise of cancellation no less than 15 days prior to cancellation.

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/>	Additional Covered Party	<input type="checkbox"/>	Loss Payee	Primex³ - NH Public Risk Management Exchange
					By: <i>Mary Beth Purcell</i>
CDFA 14 Dixon Ave Concord, NH 03301					Date: 5/18/2023 mpurcell@nhprimex.org
					Please direct inquiries to: Primex³ Risk Management Services 603-225-2841 phone 603-228-3833 fax



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

Requested Action – Award a Grant

Authorize the Community Development Finance Authority (CDFA), under the Community Development Block Grant (CDBG) program, to award a grant to the Town of Jaffrey, 10 Goodnow Street, Jaffrey, New Hampshire, in the amount of \$500,000 to support its water infrastructure improvements project in Jaffrey, New Hampshire, effective upon Governor and Council approval for the period effective March 3, 2021 through June 30, 2023. **100% federal funds.**

Explanation

The Town of Jaffrey is requesting CDBG funds to support its water infrastructure improvements project in Jaffrey, New Hampshire location. The project will provide an increased water supply which will allow for expansion of manufacturing activities at the MilliporeSigma plant located at 11 Prescott Road, Jaffrey, New Hampshire, and will result directly in the creation of 25 new jobs of which 15 will be held by or made available to low- and moderate-income persons. Matched funding in the amount of \$4,430,000 will be provided by the NH Drinking Water State Revolving Fund, NH Drinking Water & Ground Water Trust Fund and Northern Borders Regional Commission.

This Agreement allocates a portion of the Community Development Block Grant (CDBG) funds provided to New Hampshire by the U. S. Department of Housing and Urban Development (HUD). CDFA is administering this program as provided by RSA 162-L. The funds for this contract are from the Community Development Block Grant Fund, which is intended to help municipalities solve development problems.

Sincerely,

Katherine Easterly Martey
Executive Director

KEM/ml

Attachments

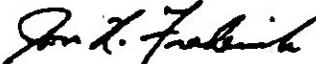
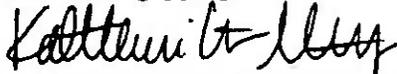
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Community Development Finance Authority		1.2 State Agency Address 14 Dixon Avenue Concord, NH 03301	
1.3 Contractor Name Town of Jaffrey		1.4 Contractor Address 10 Goodnow Street Jaffrey, NH 03452	
1.5 Contractor Phone Number 603-532-7880	1.6 Account Number 20-037-CDED	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$500,000
1.9 Contracting Officer for State Agency John Manning, Chairman, Board of Directors.		1.10 State Agency Telephone Number 603-226-2170	
1.11 Contractor Signature  Date: 1/29/2021		1.12 Name and Title of Contractor Signatory Jon Frederick, Town Manager	
1.13 State Agency Signature  Date: 2/11/2021		1.14 Name and Title of State Agency Signatory Katherine Easterly Martey, Executive Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: N/A Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 2/11/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: #29 G&C Meeting Date: MAR 03 2021			



DEPUTY SECRETARY OF STATE

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision 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 Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor 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 cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default 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 Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

10.2 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.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) 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. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **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 given in blocks 1.2 and 1.4, herein.

17. **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 Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **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.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **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 with respect to the subject matter hereof.

EXHIBIT A

Special Provisions

Modifications, additional and/or deletions to Form P-37, General Provisions, described in detail.

NONE



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EXHIBIT B

GRANT ACTIVITIES

1. PROJECT DESCRIPTION AND PURPOSE.

1.1 This project shall consist of the awarding of \$500,000 in Community Development Block Grant (CDBG) funds to the Town of Jaffrey ("Grantee") (DUNS#07-397-5187), of which \$472,000 is to be used to support construction of a water treatment facility, distribution system, and paved road to develop three wells located on the Cold Stone Springs property in Jaffrey and Sharon, New Hampshire (referenced in Attachment IV attached hereto) which construction will allow for expansion activities at the EMD Millipore Corporation (DUNS#00-105-0152), 11 Prescott Road, Jaffrey, New Hampshire ("Business").

The Grantee will retain \$28,000 of the grant funds for administrative costs associated with management of the grant.

1.2 Consistent with the National Objectives of the Community Development Block Grant Program under Title I of the Housing and Community Development Act of 1974, as amended, the Parties agree that the project will directly result in the creation of at least twenty-five (25) permanent, full-time equivalent jobs at the EMD Millipore ("Business") facility in the Town of Jaffrey. At least fifteen (15) of said jobs will be held by or made available to qualified Low- and Moderate-Income (LMI) persons, as that term is defined in 24 CFR 570.483 and whose incomes are equal to or less than 80% of the area median income limits for the household defined and published by HUD at the time they are hired for job creation.

1.3 Jobs will qualify for these purposes only if:

a. special skills that can only be acquired with substantial training or work experience or education beyond high-school are not a prerequisite to fill such jobs; or the Business non-contractually agrees to hire unqualified persons and provide training; and

b. the Grantee and Business take actions to ensure that LMI persons receive first consideration for filling such jobs.

1.4 In compliance with the State CDBG administrative standards for evaluating the Public Benefit of the Project activity, the Grantee and Business understand that the standard for measuring the maximum allowable Grant funds for any project is \$20,000, for each permanent full-time equivalent job created or retained and held by or made available to LMI persons.

1.5 In carrying out the purpose of the project, the Business agrees to create a minimum of twenty-five (25) permanent full-time equivalent jobs, of which fifteen (15) will be held by or made available to LMI persons. Full-time equivalent jobs shall be determined by CDFA policy and guidance.


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1.6 Attachment VI (Job Categories) of the Grant Agreement, as set forth in the application for funding, lists the jobs that will be created and/or retained as a result of the CDBG assistance. Each line represents one job. Job categories shall include: Officials & Managers, Professional, Technicians, Sales, Office & Clerical, Craft Workers (Skilled), Operative (Semi-skilled), Laborers (Unskilled) and Service Workers.

1.7 Attachment VII (Benefits) of the Grant Agreement, as set forth in the application for funding, lists the benefits plans being offered by the Business.

2. GRANT ADMINISTRATION.

2.1 Grantee shall use its own staff (or a hired grant administrator) and resources to perform all activities as necessary to administer the CDBG funds in accordance with the provisions of this Agreement.

2.2 Within thirty (30) days of executing this Agreement, Grantee shall submit to CDFA for approval an Implementation Schedule for completion of the Project. All work shall be completed prior to the Grant Completion Date as set forth in Section 1.7 of the General Provisions. All employment commitments shall be accomplished by that date.

2.3 Grantee shall be permitted to request up to \$28,000 of CDBG funds for reimbursement of administrative Project Costs. In no event shall administrative costs reimbursable with Grant funds exceed fifteen percent (15%) of the total Grant Funds. Administrative costs shall be limited to allowable costs as specified in OMB 2 CFR Part 200, as the same may be amended from time to time. Such costs include but are not limited to: preparation of environmental review, recordkeeping, documentation of LMI job creation resulting from the project, reporting, audits and oversight of Project construction and compliance with all federal, state and local laws, rules and regulations.

2.4 Grantee shall send, at a minimum, its grant administrator, or a designated representative employee involved in the administration of this Grant, to the next CDBG Grant Implementation Workshop to be offered by the CDFA.

2.5 Grantee shall submit to the CDFA all required reports as specified in this Agreement and shall monitor and enforce the reporting requirements of the Business as provided in this Agreement or any Exhibits or Attachments hereto.

2.6 Grantee shall work with the Business to ensure that proposed job creation obligations are met during the grant period.

2.7 Grantee shall enter into a Closeout Agreement with CDFA, as required by CDFA.

2.8 Any construction undertaken in connection with the Project shall comply with all applicable state and local design, construction, building and safety codes.

3. STATE AND FEDERAL COMPLIANCE

3.1 Grantee shall comply, and shall require any contractor and subcontractor to comply, with the following federal and state laws and all applicable standards, rules, orders, or regulations issued pursuant thereto:

3.1.1 The Copeland "Anti-Kickback" Act, as amended (118 USC 874) as supplemented in Department of Labor regulations (41 CFR Chapter 60).


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3.1.2 Nondiscrimination, Title VI of the Civil Rights Act of 1974 (PL 88- 352), as amended, (42 USC 2000d) the Fair Housing Act of 1968 (PL 90-284), Executive Orders 11063 and 12259, and the requirements imposed by the Regulations of the Department of Housing and Urban Development (24 CFR 107 and 24 CFR 570.496) issued pursuant to that Title.

3.1.3 Labor Standards. Davis-Bacon Act, as amended (40 USC 276a-276a-7), the Contract Work Hours and Safety Standards Act (40 USC 327-333).

3.1.4 The Flood Disaster Protection Act of 1973 (PL 93-234), as amended, regulations issued pursuant to that act, and Executive Order 11985.

3.1.5 Architectural Barriers Act (PL 90-480), 42 USC 4151, as amended, and the regulations issued or to be issued thereunder, including uniform accessibility standards (24 CFR 40) for public buildings with 15 or more residential units. RSA 275-C:10 and the New Hampshire Architectural Barrier Free Design Code (Han 100, et. seq.) also applies.

3.1.6 Rehabilitation Act of 1973, 29 USC 794, Sections 503 and 504, Executive Order 11914 and U.S. Department of Labor regulations issued pursuant thereto.

3.1.7 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646), as amended, 15 CFR Part 916 including amendments thereto and regulations thereunder.

3.1.8 The National Environmental Policy Act of 1969 (PL 90-190): the National Historic Preservation Act of 1966 (80 Stat 915, 116 USC 470); and Executive Order No. 11593 of May 31, 1971, as specified in 24 CFR 58.

3.1.9 The Clean Air Act, as Amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

3.1.10 RSA 354 and rules of the New Hampshire Human Rights Commission (HUM 100, et. seq.) on discrimination in employment, membership, accommodations, and housing.

3.1.11 The Age Discrimination Act of 1975 as amended (42 USC 6101, et. seq.) and implementing regulations.

3.1.12 The lead paint requirements (24 CFR 35) of The Lead-Based Paint Poisoning Prevention Act (42 USC 4821, et. seq.).

3.1.13 The NH State Energy Code (RSA 155-D).

3.1.14 The NH State Life Safety Code (RSA 155:1) and rules of the NH State Fire Marshall.

3.1.15 Citizen Participation Requirements. The 1987 amendments to the Housing and Community Development Act of 1974, stated in Section 508.

3.1.16 Affirmative Action Requirements. In furtherance of its covenant Grantee shall:

(1) take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, age, sex, or national origin; such action shall be taken in conjunction with any of the Grantee's acts in the capacity of an employer including, but not limited to: employment of individuals,


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upgrading, demotions or transfers, recruitment or recruitment advertising; layoffs or terminations; changes in rates of pay or other forms of compensation; selection for training, including apprenticeship, and participation in recreational and educational activities;

(2) post in conspicuous places available to employees and applicants, employment notices, to be provided by CDFA, setting forth the provisions of this non-discrimination clause; the Grantee will, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, age, sex or national origin;

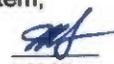
(3) keep all such information, records and reports as may be required by the rules, regulations or orders of the Secretary of Labor and furnish or submit the same at such times as may be required; the Grantee shall also permit CDFA, or the Secretary of Labor or any of their designated representatives to have access to any of the Grantee's books, records and accounts for the purpose of investigation to ascertain compliance with the aforesaid rules, regulations and orders and covenants and conditions herein contained;

(4) during the term of this agreement, shall not discriminate among participants under this agreement on the basis of race, color, religion, sex, handicap or national origin. For the purpose of this agreement, distinctions on the grounds of the following: denying a participant any service or benefit or availability of a facility; providing any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this agreement; subjecting a participant to segregation or separate treatment in any matter related to his receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he satisfies any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of race, color, religion, sex, or national origin of the participants to be served.

3.1.17 Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u) as amended by the Housing and Community Development Act of 1974 (42 USC 5301). The contractor will ensure that to the greatest extent feasible, opportunities for training and employment arising in connection with this CDBG-assisted project will be extended to lower income project area residents. Further, the contractor will, to the greatest extent feasible, utilize business concerns located in or substantially owned by residents of the project area, in the award of contracts and purchase of service and supplies.

3.1.18 Drug-Free Workplace Act of 1988 (42 USC. 701). In carrying out this agreement, the contractor agrees to comply with the requirements of the Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and to certify that contractor will comply with drug-free workplace requirements in accordance with the Act and with HUD rules found at 24 CFR part 24, subpart F.

3.1.19 Federal Funding Accountability and Transparency Act (FFATA). As applicable to this grant, and for all subcontracts exceeding \$25,000, Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the Financial Assistance Use of Universal Identifier and Central Contractor Registration, 75 Fed. Reg. 55671 (Sept. 14, 2010) (to be codified at 2 CFR part 25) and Appendix A to Part 170 of the Requirements for Federal Funding Accountability and Transparency Act Implementation, 75 Fed. Reg. 55663 (Sept. 14, 2010) (to be codified at 2 CFR part 170). For additional information on FFATA reporting and the FSRS system,


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please visit the www.fsrs.gov website, which includes FFATA legislation, FAQs and OMB guidance on subaward and executive compensation reporting.

3.1.20 Women- and Minority-Owned Businesses (W/MBE). As applicable to this grant, Grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

4. EMPLOYMENT COMMITMENT

4.1 Grantee affirms its sole responsibility to ensure the job creation, as described in Section 1, above, and further described in Attachment VI and Attachment VII. Grantee and Business have entered into an informal agreement whereby the Business, as a direct result of this CDBG-supported infrastructure project, will create a minimum of twenty-five (25) new, permanent, full-time jobs, of which a minimum of fifteen (15) will be filled by LMI individuals. The informal agreement is contained in Attachment II.

4.2 If the employment commitment of the grant has not been fully satisfied by the Business, the Grantee shall contact CDFA in writing to determine the best course of action in satisfying the job creation/retention commitments.

5. PROJECT MATCHING FUNDS; ADDITIONAL FINANCING.

5.1 The Parties agree that the CDBG funds to be awarded pursuant to this Agreement shall be matched with non-CDBG funds in an amount of not less than \$4,430,000 in additional financing for the Grant Project.

The following funding sources represent those as presented in the application, and as represented herein as Attachment I. If the funding sources become subject to change, substitute funding must be sufficient to satisfy the minimum match requirement cited for the project, and be acceptable to CDFA, whose approval will not be unreasonably withheld. The Grantee must ensure that the funding sources are documented and are made available as follows:

- 5.1.1 NH Drinking Water State Revolving Fund in the amount of \$3,000,000;
- 5.1.2 Northern Border Regional Commission in the amount of \$1,000,000; and
- 5.1.3 NH Drinking Water and Ground Water Trust Funds in the amount of \$430,000

5.2 Grant funds shall not be released or disbursed to Grantee unless and until the additional financing and matching requirements have been obtained and documented to CDFA's satisfaction.

6. GRANT PERFORMANCE: SECURITY.

6.1 CDFA Staff hereby waives security lien requirements.


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7. ADDITIONAL GRANT REQUIREMENTS.

7.1 Grantee shall prepare and adopt a written Code of Ethics governing the performance of its employees engaged in the procurement of supplies, equipment, construction and services consistent with the requirements of 24 CFR 85.36(b)(3). The Code of Ethics shall be prepared in the form shown in the CDBG Implementation Guide, and shall be formally adopted prior to requesting Grant funds. The Grantee shall also comply with the conflict of interest policy consistent with the requirements of 24 CFR 570.489(h) and approved by CDFA.

7.2 Grantee shall prepare and adopt a financial management plan, approved by CDFA, which describes Grantee's system for receiving and expending the grant funds including the internal controls, which shall ensure compliance with this Exhibit. The plan shall be formally adopted prior to requesting Grant funds.

7.3 Grantee shall submit to CDFA, documentation of employment received from the Business at the time of Grant Agreement Effective Date, with each Semi-annual Report and on the Grant Completion Date. Employment information shall be provided on the "Periodic Progress Report", as found in the most current copy of the CDFA Grant Implementation Guide.

7.5 CDFA shall have the right to terminate all or part of its obligations under this Agreement in the event that any official, employee, architect, engineer, attorney or inspector of, or for Grantee, or any government official or representative becomes directly or indirectly interested financially in the acquisition of any materials or equipment, or in any construction of the Project, or in the furnishing of any service to, or in connection with the Project, or any benefit arising therefrom.

7.6 Excessive Force by Law Enforcement Agencies. Grantee certifies that it has adopted and enforces a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144.

7.7 Lobbying. Grantee certifies that:

7.7.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

7.7.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

7.7.3 The undersigned shall require that the language of this certification be included in the award documents for any subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all parties shall certify and disclose accordingly.

7.8 Notice to Prospective Subcontractors of Requirement for Certifications of Non-segregated Facilities. Certification of Non-segregated Facilities as required by the May 9, 1967, Order of the Secretary of Labor (32 FR 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor. The


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Certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Prior to the award of any construction contract or subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity clause, Grantee shall require the prospective prime contractor and each prime contractor shall require each subcontractor to submit the following certification:

7.8.1 By the submission of this bid, the bidder, offer or, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained.

7.8.2 He/she certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder, offer or, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause: that he/she will retain such certifications in his/her files: and that he/she will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

NOTE: The penalty for making false statements in offers is prescribed in 18 USC 1001.

7.9 Publicity and Signage.

7.9.1 **Public Relations.** The Grantee shall grant CDFA the right to use the Grantee's name, likeness, and logo in any public relations or publicity efforts. This shall include, but not be limited to, press releases, media interviews, website, publications, brochures, etc. CDFA's publicity efforts may also include details about Grantee's project, contract, or other publically available information.

7.9.2 **Reciprocal Publicity.** The Grantee also shall acknowledge CDFA appropriately in all organizational and public forums as to the support, financial and otherwise, that has been provided to the project. This recognition shall include, but not be limited to, print/electronic media, publications, interviews, brochures, website, etc.

7.9.3 **Project Signage.** For construction/renovation projects – CDFA logo must be included in signage at the job worksite. CDFA logo may not be any smaller than 50% of the size of the largest logo displayed. This requirement can be waived if no other partner/entity requires worksite signage and creating signage solely for CDFA poses a hardship. Alternative – If none of these are applicable/feasible, an alternative display of the CDFA logo or public recognition may be used with permission from CDFA.


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9. CONSTRUCTION CONTRACTING, BIDS, BONDS, INSPECTION AND CERTIFICATION (FOR CONSTRUCTION PROJECTS ONLY)

8.1 Prior to execution of the construction contract or contracts, Grantee shall submit the proposed contract(s) for the Improvements to CDFA for its review and approval to determine compliance with all applicable federal and state requirements. CDFA approval shall not abrogate its rights to enforce any part of this Agreement or constitute a waiver of any provision of this Agreement.

8.2 Grantee shall require all contractors and subcontractors to comply with all applicable requirements of federal, state, and local laws and regulations.

8.3 Grantee shall furnish and maintain competent technical supervision of the Project site throughout the construction of the Improvements to assure that the work conforms to the Plans, specifications, and schedules approved by CDFA for the Project.

8.4 Grantee shall provide CDFA reasonable notice of all preconstruction conferences to be scheduled in connection with the Grant Activities and afford CDFA the option of participating in such conferences.

8.5 Bid Guarantees: A bid guarantee from each bidder equivalent to five percent (5%) of the bid price shall apply to this contract and shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, executed such contractual documents as may be required within the time specified.

8.6 Bonds Required: Grantee covenants that each of its officials or employees having custody of the Grant funds during acquisition, construction, development, and operation of Grant Activities shall be bonded at all times in accordance with RSA 41:6 and rules adopted thereunder by the Department of Revenue Administration.

8.7 Subcontracts, Bonds Required: When Grantee awards a contract or subcontract exceeding \$100,000 in amount for the construction, alteration or repair of any public building or other public improvement or public work, including highways, the Grantee shall, as a minimum, require each contractor and subcontractor to carry payment and performance bonds for 100% of the value of the contract.

8.8 Upon completion in full of the Improvements, Grantee shall promptly deliver to CDFA: (a) a written certificate of Grantee's inspector, who shall be a licensed professional engineer, that the construction of the Project has been fully completed in a good and workmanlike manner and in accordance with the Plans, (b) a copy of the permanent certificate of occupancy or other such applicable certificates, licenses, consents and approvals issued by governmental authorities with respect to the Project.

8.9 All work under this Project shall be completed prior to Completion Date, as specified in Section 1.7 of the General Provisions.

9. GRANTEE FINANCIAL MANAGEMENT SYSTEM.

9.1 Except where inconsistent with federal requirements, state procedures and practices will apply to funds disbursed by CDFA, and local procedures and practices will apply to funds disbursed by units of local government.

9.2 Cash Advances: Cash advances to Grantee shall be approved only to the extent necessary to satisfy the actual, immediate cash requirements of Grantee in carrying out the purpose of the approved program or project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual


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disbursements by Grantee for direct program costs and the proportionate share of any allowable indirect costs. Cash advances made by Grantee shall conform to the same standards of timing and amount as apply to advances to Grantee including the furnishing of reports of cash disbursements and balances.

9.3 Fiscal Control: Grantee must establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required non-federal expenditures. This responsibility applies to funds disbursed by contractors as well as to funds disbursed in direct operations of Grantee. Grantee shall be required to maintain a financial management system which complies with 24 CFR 85.20 or such equivalent system as CDFA may require. Requests for payment shall be made according to CDFA's CDBG Implementation Guide.

10. PROCUREMENT. Grantee procurement procedures shall be in accordance with state and local procurement practices and regulations, provided that procurements made with Grant Funds adhere, at a minimum, to the standards set forth in 2 CFR Part 200.317-326. Grantee shall not use debarred, suspended or ineligible contractors as provided in 24 CFR 570.489 (l).

11. REPORTS AND CLOSE OUT

11.1 Semi-Annual progress reports which identify the status of Grant Activities performed, the outlook for completion of the remaining Grant Activities prior to the Completion Date and the changes, if any, which need to be made in the Project or Grant Activities, shall be submitted VIA CDFA's Grants Management System (GMS) by the 15th of the month in January (for period end December 31) and July (for period end June 30).

11.2 Financial reports, including a statement detailing all Grant or Project Costs (as hereinafter defined) which have been incurred since the prior request for reimbursement, shall be submitted with each request for reimbursement and with the Closeout Report. Financial Reports shall be submitted via GMS.

11.3 Within thirty (30) days after the Completion Date, a copy of Closeout Report shall be submitted which summarizes the results of the Grant Activities, showing in particular how the Grant Activities have been performed. The Closeout Report shall be in the form required or specified by CDFA.

11.4 The Audited Financial Reports shall be prepared in accordance with the regulations which implement OMB 2 CFR Part 200. A copy of the audited financial report shall be submitted within thirty (30) days of the completion of said report to CDFA.

11.5 Where the Grantee is not subject to the requirements of OMB 2 CFR Part 200, one of the following options will be chosen by CDFA:

11.5.1 Within ninety (90) days after the Completion or Termination Date a copy of an audited financial report shall be submitted to CDFA. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions" by the Comptroller General of the United States.

11.5.2 CDFA will conduct a financial Review-in-Lieu of Audit within ninety (90) days after the Completion Date of the Project.

11.6 Where the length of the grant period exceeds twenty-four (24) months, there shall be an interim audit performed and submitted.

12. RECORDS AND ACCOUNTS: ACCESS


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12.1 During the performance of the Project Activities and for a period of three (3) years after the Completion Date, the date of the final audit approval by CDFA, or three (3) years following HUD's closeout of CDFA's grant year, whichever is later, the Grantee shall keep, the following records and accounts:

12.1.1 Records of Direct Work: Detailed records of all direct work performed by its personnel under this Agreement.

12.1.2 Fiscal Records: Books, records, documents and other statistical data evidencing, and permitting a determination to be made by CDFA of all Project Costs and other expenses incurred by the Grantee and all income received or collected by the Grantee, during the performance of the Project Activities. The said records shall be maintained in accordance with accounting procedures and practices acceptable to CDFA, and which sufficiently and properly reflect all such costs and expenses, and shall include, without limitation, all ledgers, books, audits, records and original evidence of costs such as purchase requisitions and orders, invoices, vouchers, bills, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls and other records requested or required by CDFA.

12.1.3 Contractor and Subcontractor Records: The Grantee shall establish, maintain and preserve, and require each of its contractors and subcontractors to establish, maintain and preserve property management, project performance, financial management and reporting documents and systems, and such other books, records, and other data pertinent to the project as the CDFA may require. Such records shall be created for a period of three (3) years following the Completion Date, the date of the final audit approval by CDFA, or three (3) years following HUD's closeout of CDFA's grant year, whichever is later.

13. TERMINATION; REMEDIES

13.1 Inability to Perform; Termination by Grantee. As a result of causes beyond its control, and notwithstanding the exercise of good faith and diligence in the performance of its obligations hereunder, if it shall become necessary for Grantee to terminate this Agreement, Grantee shall give CDFA fifteen (15) days advance written notice of such termination, in which event the Agreement shall terminate at the expiration of said fifteen (15) days.

13.2 Termination without Default. In the event of termination without default and upon receipt, acceptance and approval by CDFA of the Termination Report, as referenced in the General Provisions, Grantee shall receive payment for all Project Costs incurred in the performance of Grant Activities completed up to and including the date of termination and for which payment had not previously been made including, but not limited to, all reasonable expenses incurred in the preparation of the Termination Report; provided, however, that in the event that any payments have been made hereunder in excess of Project Costs incurred up to and including the date of termination of the Agreement, CDFA shall offset any payments to be made hereunder against such payments, and if applicable, Grantee shall refund to CDFA the amount of any excess funds it retains after such offset.

13.3 Termination for Default. In the event of termination for default or other violation of Program requirements, CDFA shall, upon receipt, acceptance and approval of the Termination Report submitted by Grantee, pay Grantee for Project Costs incurred up to and including the date of termination (subject to off-set against funds paid to Grantee hereunder and to the refund of any excess funds); provided, however, that in such event the amount of such payment shall be determined solely by CDFA; and provided, further, that in no event shall the making of any such payments relieve Grantee of any liability for damages sustained or incurred by CDFA as a result of Grantee's breach of its obligations hereunder.


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13.4 Where the Grant Agreement is terminated or the Project is otherwise terminated due to a default, inability to perform, or reason other than project completion and Grant Funds are required to be returned by Grantee, the disposition of Grant Funds to be returned shall be determined solely by CDFA.


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EXHIBIT C

PROJECT COSTS; METHOD AND TERMS OF PAYMENT

1. PROJECT COSTS; PAYMENT SCHEDULE; REVIEW BY CDFA.

1.1 Project Costs: As used in this Agreement, the term "Project Costs" shall mean all reimbursable costs incurred in performance of the Grant activities. "Administrative Costs" shall mean all expenses directly or indirectly incurred by Grantee in the performance of the Project Activities, as determined by CDFA to be eligible and allowable for payment in accordance with Administrative Cost standards set forth in OMB 2 CFR Part 200 as revised from time to time. Administrative Costs include but are not limited to: preparation of environmental review, record keeping, reporting, audits and oversight of Project construction and compliance with all federal, state and local laws, rules and regulations and this contract. In no event shall Administrative Costs exceed fifteen (15) percent of the total Grant award.

1.2 Delivery Costs: If applicable to this Agreement, the term "Delivery Costs" shall mean all reimbursable costs incurred by a Subrecipient that are directly related to the preparation and execution of loan documents and to the monitoring and administration of the loan provisions, and which are allowable by the New Hampshire Community Development Block Grant program rules. In no event shall Delivery Costs exceed the amount specified in Attachment I, Sources and Uses.

1.3 Payment of Project Costs: Subject to the terms and conditions of this agreement, CDFA agrees to pay Grantee all Project Costs, provided, however, that in no event shall the total of all payments made by CDFA pursuant to this Agreement exceed the Grant Award as set out in Paragraph 1.8 of the General Provisions, and provided further that all Project Costs shall have been incurred prior to the Completion Date, except for reasonable approved Project Costs incurred within 90 days after the Completion Date and in connection with closeout requirements as provided in State regulations.

1.4 Review by CDFA; Disallowance of Costs: At any time during the performance of the Project activities, and upon receipt of the Progress Reports, Closeout Report or Audited Financial Report, CDFA may review all Project Costs incurred by Grantee and all payments made to date. Upon such review, CDFA shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform Grantee of any such disallowance. If CDFA disallows costs for which payment has not yet been made, it shall refuse to pay such costs. If payment has been made with respect to costs which are subsequently disallowed, CDFA may deduct the amount of disallowed costs from any future payments under this Agreement or require that Grantee refund to CDFA the amount of the disallowed costs.

2. METHOD AND TERMS OF REIMBURSEMENT FOR PROJECT COSTS.

2.1 CDFA shall not disburse any funds for this Project until such time as all agreements specified in Exhibit B and any other agreements or documents specified pursuant to this Agreement are fully executed and received, and where applicable, are reviewed and approved in writing by CDFA. Agreements and documents may include:

2.1.1 A Subrecipient and/ or Business & Employment Commitment Agreement, as applicable;

2.1.2 Documentation of other committed match funds or additional financing necessary as defined in Attachment I, "Sources and Uses", as approved by CDFA;

2.1.3 Copies of required certificates of insurance from all parties to this agreement;

2.1.4 Certified payrolls documenting employment and positions; and


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2.1.5 Any lease and loan documents, mortgages, liens, security instruments, municipal bonds, and similar agreements used in connection with the enforcement of beneficiary requirements, as well as any other related documents as requested by CDFA.

2.2 Timing of Payments. Upon thirty (30) days of the receipt, review, and approval by CDFA of financial reports and requests for reimbursement from Grantee specifying all Project Costs incurred, CDFA agrees to reimburse Grantee for Project Costs, except that reimbursement may be withheld until CDFA determines that a particular project activity or portion of the project activity hereunder has been satisfactorily completed.

2.3 Disbursement of funds by CDFA does not constitute acceptance of any item as an eligible Project Cost until all Project Costs have been audited and determined to be allowable costs.

3. REQUIRED DOCUMENTATION FOR DISBURSEMENT OF GRANT FUNDS.

3.1 Reimbursement requests for all Project Costs, including Administrative Costs, Delivery Costs, shall be accompanied by proper supporting documentation in the amount of each requested disbursement along with a payment request form as supplied by CDFA, which shall be completed and signed by Grantee. Documentation may include invoices and receipts for supplies, equipment, services, contractual services and, where applicable, a report of salaries paid or to be paid.

4. LIMITATIONS ON USE OF FUNDS.

4.1 Grant funds are to be used in a manner consistent with the State of New Hampshire Community Development Block Grant Program as approved by the U.S. Department of Housing and Urban Development.

4.2 Grant funds are to be used only in accordance with procedures, requirements and principles specified in 24 CFR Part 85.

4.3 Grant funds may not, without advance written approval by CDFA, be obligated prior to the Effective Date or subsequent to the Completion Date of the grant period. Obligations outstanding as of the Completion Date shall be liquidated within ninety (90) days. Such obligations must be related to goods or services provided during the grant period, except that reasonable costs associated solely with grant closeout, (e.g., audits, final reports) may be incurred within ninety (90) days after the Completion Date. The funding assistance authorized hereunder shall not be obligated or utilized for any activities requiring a release of funds under the Environmental Review Procedure for the Community Development Block Grant Program at 24 CFR Part 58, until such release is issued in writing by CDFA.

4.4 Changes in Funding Project Activities: Grantee may submit a written request for the authority to transfer up to ten (10) percent of the full value of the grant from one approved activity to another listed in Exhibit B herein or from an approved activity within the approved project area to an approved activity located outside the project area and the Director of CDFA may approve the requested transfer.

4.5 Transfers over ten percent of the full value of the grant from one approved activity to other approved activities or outside the target area, or the addition of one or more new activities requires an amendment to this grant agreement. Grantee shall hold a public hearing in accordance with RSA 4: C: 14 II(b) submitting a request for an amendment involving twenty-five (25) percent or more of the full value of the grant.

4.6 Up to \$28,000 of Grant Funds may be applied by the Grantee for administrative costs in carrying out the requirements of this Agreement.

4.7 Up to \$472,000 of grant funds may be used for the purpose of infrastructure improvements, pursuant to the requirements of this Agreement.

5. PERFORMANCE OF SERVICES BY GRANTEE PRIOR TO EFFECTIVE DATE; PAYMENT BY CDFA. Any Grant Activities performed by Grantee with non-CDBG funds prior to the Effective Date shall be performed at


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the sole risk of Grantee, and in the event that this Agreement shall not become effective, CDFA shall be under no obligation to pay Grantee for any costs incurred in connection with any Grant Activities, or to otherwise pay for any Activities performed during such period.

6. PROGRAM INCOME.

6.1 Program Income: If applicable, all program income earned during the term of this Agreement shall be retained by Grantee.

6.2 When Used for Project Activities: When program income becomes available, Grantee shall use it for Grant Activities contained in the Project Description before drawing down additional funds unless the program income is deposited in a revolving loan account with prior approval by CDFA.

6.3 When Used for Eligible Activities: After completion of the Grant Activities specified in this Agreement, Grantee shall use program income only for eligible activities which benefit primarily people from low- and moderate-income families, with prior approval by CDFA as specified in the Closeout Agreement between CDFA and Grantee.


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ATTACHMENT I
SOURCES AND USES BUDGET
 Community Development Block Grant Program

Sources and Uses

	Sources				Total Uses
	CDBG	NH Drinking Water State Revolving Fund	Northern Border Regional Comm.	NH Drinking Water & Ground Water Trust Fund	
Uses					
Acquisition		820,000		430,000	1,250,000
Site Improvements		43,000			43,000
Construction	472,000	1,013,607	1,000,000		2,485,607
Professional Fees		1,092,904			1,092,904
Other		30,489			30,489
CDBG Admin	\$28,000				28,000
Total	\$500,000	\$3,000,000	\$1,000,000	\$430,000	\$4,930,000


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ATTACHMENT II

EMPLOYMENT COMMITMENT AGREEMENT

Town of Jaffrey (Grantee) hereby warrants and agrees that is fully responsible for the creation of a minimum of twenty-five (25) new, full-time, permanent jobs, of which at least fifteen (15) will be filled by low- and moderate-income persons, as a direct result of this public infrastructure project.

1. PURPOSE OF EMPLOYMENT COMMITMENT AGREEMENT: PROJECT ACTIVITIES

1.1 This project shall consist of the awarding of \$500,000 in Community Development Block Grant (CDBG) funds to the Town of Jaffrey ("Grantee") of which \$472,000 shall be used to support construction of a water treatment facility, distribution system, and paved road to develop three wells located on the Cold Stone Springs property in Jaffrey and Sharon, New Hampshire (referenced in Attachment IV of the Grant Agreement) (the "Project") which construction will allow for expansion activities at the EMD Millipore Corporation, 11 Prescott Road, Jaffrey, New Hampshire ("Business").

1.2 As a result of the direct benefit from the Project to the Business, the Business has non-contractually agreed to the creation and/or retention of jobs to be held by or made available to persons of low and moderate income (LMI). LMI persons shall be those whose incomes are equal to or less than 80% of the area median income (AMI) limits for the household defined and published by HUD at the time they are hired for job creation or at the time of job retention. For jobs retained, the business will provide evidence that in the absence of CDBG assistance, jobs would be lost.

1.3 Jobs will qualify for these purposes only if:

- a. special skills that can only be acquired with substantial training or work experience or education beyond high-school are not a prerequisite to fill such jobs; or the Business agrees to hire unqualified persons and provide training; and
- b. the Grantee and Business take actions to ensure that LMI persons receive first consideration for filling such jobs.

1.4 In compliance with the State CDBG administrative standards for evaluating the Public Benefit of the Project activity, the Grantee understands that the standard for measuring the maximum allowable Grant funds for any project is \$20,000, for each permanent full-time equivalent job created or retained and held by or made available to LMI persons.

1.5 In carrying out the purpose of the project, the Grantee will work with the Business to ensure creation of a minimum of twenty-five (25) permanent full-time-equivalent jobs, of which fifteen (15) will be held by or made available to LMI persons. Full-time equivalent jobs shall be determined by CDFA policy and guidance.

1.6 Attachment VI (Job Categories) of the Grant Agreement, as set forth in the application for funding, lists the jobs that will be created and/or retained as a result of the CDBG assistance. Each line represents one job. Job categories shall include: Officials & Managers, Professional, Technicians, Sales, Office & Clerical, Craft Workers (Skilled), Operative (Semi-skilled), Laborers (Unskilled) and Service Workers.

1.7 Attachment VII (Benefits) of the Grant Agreement, as set forth in the application for funding, lists the benefits plans being offered by the Business.


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2. SECURITY: LIEN DOCUMENTS

2.1 CDFA Staff hereby waives security lien requirements.

3. MATCH REQUIREMENTS

3.1 The agreement shall require that the Grantee ensure that the required match for the CDBG funds of not less than \$4,430,000 in additional financing for the Project Activities will be documented and submitted to CDFA.

The following funding sources represent those as presented in the application, and as represented herein as Attachment I of the Grant Agreement. If the funding sources become subject to change, substitute funding must be sufficient to satisfy the minimum match requirement cited for the project, and be acceptable to CDFA, whose approval will not be unreasonably withheld. The Grantee must ensure that the funding sources are documented and are made available as follows:

- 3.1.1 NH Drinking Water State Revolving Fund in the amount of \$3,000,000;
- 3.1.2 Northern Border Regional Commission in the amount of \$1,000,000; and
- 3.1.3 NH Drinking Water and Ground Water Trust Funds in the amount of \$430,000

3.2 Grant funds shall not be released or disbursed to Grantee unless and until the additional financing and matching requirements have been obtained and documented to CDFA's satisfaction.

4. INITIAL DOCUMENTATION

4.1 To document the existing employees of the Business at the start of this Project, the Business has agreed to provide to the Grantee, certified payrolls evidencing the number of full-time and full-time equivalent employees.

4.2 To document the permanent, full-time positions to be created or retained, the Business has agreed to provide to the Grantee, the information referenced Item 1 above, as documented in the two letters attached to and made a part hereof of this Attachment II.

5. IMPLEMENTATION SCHEDULE

All parties to this grant have agreed on an implementation schedule, which will provide for the completion of all grant activities, prior to the grant completion date. A schedule of major milestones shall be provided, and shall serve as a basis for enforcement of the Agreement.

6. GRANT COMPLETION DATE

All work shall be completed prior to the Grant Completion Date as outlined in Section 1.7 of the General Provisions. All employment commitments shall be accomplished by that date.

Should the Project encounter delays related to financing, construction or other events that may affect the Business' ability to create the jobs within the specified Grant Completion Date, the Grantee shall submit a written request for a time extension to CDFA, describing the reason for delay. Grant completion time extension requests, if approved by CDFA, shall be subject to Governor and Council approval.

7. REPORTING REQUIREMENTS


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7.1 Semi Annual reports shall be submitted by the Grantee, no later than July 15, for the period of January 1 through June 30 and no later than January 15, for the period of July 1 through December 31 of each year. The reporting period shall begin on the date of Governor and Council approval and end upon Closeout of the Award.

7.2 For both Semi-annual reporting and Closeout reporting, the Grantee shall be responsible for obtaining, preparing and submitting the following documentation:

7.2.1 The "Periodic Progress Report", which includes the Beneficiary Characteristics and data. For each reporting period, the report shall indicate the number of new persons hired for the specified positions from LMI persons benefiting from this project, as well as the minority status or protected class status information. The data is derived from the Family Income Verification Form, provided in Attachment III of the Grant Agreement.

7.2.2. Semiannual and closeout documentation to be submitted to CDFA shall also include:

7.2.3 Copies of the Family Income Verification forms signed by new hires at the Business for positions created in direct response to the Grant Activities as outlined in Exhibit B of the Grant Agreement. Family Income Verification form documenting family income status and the designation of beneficiary minority or protected class status. Family Income Verification forms will not be required for positions created beyond that which is in direct response to the Grant Activities as outlined in Exhibit B of the Grant Agreement;

7.2.4 Copies of current company payrolls, certified by an authorized officer of the Business, listing names of all employees and job titles; and

7.2.5 A list of all employees hired in direct response to the Grant Activities as outlined in Exhibit B of the Grant Agreement since the last reporting period, from the Business, documenting actual job creation/retention which includes: employee name, job title, date of hire, number of hours worked per week for each job, rate of pay, income classification and beneficiary characteristics, that is minority or protected class status. These reporting requirements will not extend to positions created beyond that which is in direct response to the Grant Activities as outlined in Exhibit B of the Grant Agreement.

7.3 Responsibilities of the Business. In order to comply with the required reports, the Business has informally agreed to provide to the Grantee a variety of information, which allows for the verification and documentation of family income status and of minority or protected class status for new employees and applicants, in accordance with the federal and state regulations set forth in Exhibit B of the Grant Agreement. The specific information to be provided by the Business includes:

7.3.1 Names of new hires pursuant to this grant, such that the Grantee may secure Family Income Verification forms signed by all new hires, for the current positions being created in direct response to the Grant Activates as outlined in Exhibit B of the Grant Agreement. Names of new hires filling positions created beyond that which is in direct response to the Grant Activities as outlined in Exhibit B of the Grant Agreement are not subject to this requirement. The Family Income Verification form documents family income status and the designation of beneficiary minority or protected class status. The Family Income Verification form for job applicants to applicable positions and beneficiaries is provided in Attachment III of the Grant Agreement;

7.3.2 Copies of current company payrolls, certified by an authorized officer of the Business, listing names of all employees and job titles as identified on the table provided herein;

7.3.3 A list of all employees hired since the last reporting period, from the Business,


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documenting actual job creation/retention which includes: employee name, job title, date of hire, number of hours worked per week for each job, rate of pay;

7.3.4 If jobs are held by or made available to LMI persons:

- a. Jobs that are not held (filled) by LMI persons may be claimed to be "available" to LMI persons only when both of the following are met:
 - i. The jobs do not require special skills that can only be acquired with substantial training or work experience and education beyond high school is not a prerequisite to fill such a job, unless the Business agrees to hire and train unqualified persons; and
 - ii. The Business takes actions to ensure that LMI persons receive "first consideration" for filling such jobs.

7.3.5 The Business must demonstrate to the Grantee that it met the following criteria of providing "first consideration":

- a. The Business must use a hiring practice that under usual circumstances would result in over 60 percent of LMI persons interviewed for applicable jobs being hired;
- b. The Business must seriously consider a sufficient number of LMI job applicants to give reasonable opportunity to fill the position with such a person and provide evidence.
 - i. Evidence must include a description of how first consideration was given to LMI persons for filling the jobs. The description shall include what hiring process was used, which LMI persons were interviewed for each job, and which LMI persons were hired.
- c. The distance from residence and availability of transportation to the job site must be reasonable before a particular LMI income person may be considered a serious applicant for the job.

8. OTHER EMPLOYMENT CONDITIONS

8.1 The parties acknowledge that the non-contractual commitment of the Business to create the specified minimum number of jobs for LMI persons is an essential component of the Grantee's willingness to enter into the grant agreement. The Grantee acknowledges that the Business has agreed to exercise good faith at all times in its hiring practices in order to achieve its job commitments.

8.2 In the event that the Business fails to create the minimum number of jobs required to be filled with persons from LMI families or other employment commitments as provided in this Agreement, then the Grantee shall confer forthwith with CDFA to develop a mutually acceptable plan pursuant to which it will rectify any employment shortfalls and maintain the required minimums.

9. ACCOUNTING, AUDIT AND RECORD KEEPING REQUIREMENTS

This agreement shall be subject to all recordkeeping requirements identified Section 570.490 of Title 24, Part 570 of the HUD Code of Federal Regulations, including, but not limited to the following:


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9.1 All of the records, documents and data described required to provide all employment verification information shall be retained during the performance of the Project and for three (3) years from the date of closeout of the grant, or for such longer periods as may be required under any federal, state or local law.

10. EVENTS OF DEFAULT

The occurrence of any one or more of the following events shall constitute an Event of Default under the Agreement:

10.1 The Grantee's failure to meet the employment commitments as specified herein;

10.2 The Grantee's failure to comply with the employment reporting requirements as specified herein;

10.3 The project property is materially damaged or destroyed by fire or other casualty or cause and the insurance proceeds therefrom are inadequate to rebuild or restore the Premises to their condition immediately prior to such casualty;

10.4 The bankruptcy, dissolution, termination of existence, merger or consolidation of the Grantee;

10.5 Any mechanics', laborers', materialmen's or similar statutory lien, or any notice thereof, shall be filed against the Grantee and shall not be discharged within thirty (30) day of such filing; or

10.6 Failure to remedy an ineligible expenditure of grant funds or to reimburse CDFA for any ineligible costs which are paid from Grant funds.

11. REMEDIES UPON DEFAULT

11.1 In the event that the Grantee shall default in its commitment to create the required number of employment positions as provided in the Agreement or shall otherwise default under the terms of the Agreement and such default results in the required return of Grant Funds to CDFA, Grantee shall obtain, through its own remedy, a reimbursement of grant fund expenditures.

11.2 In such an event of default, the amount of CDBG funds subject to recovery in accordance with this paragraph shall be no more than the CDBG award amount, and shall be based upon the following calculation: The difference between the original number of proposed LMI jobs contained in Item 1 above, less the actual jobs created or retained, multiplied by the amount committed to in the application less the applicable project administrative costs.

12. ADDITIONAL REPRESENTATIONS, WARRANTIES AND PROVISIONS. Grantee warrants that:

12.1 The Grantee has obtained or will obtain all necessary approvals of the plans and all necessary permits from all governmental authorities having jurisdiction over the Project.

12.2 Construction of any improvements for the Project will not violate any zoning, environmental, subdivision, or land use ordinance, regulation or law; the Property conforms and complies in all material respects with covenants, conditions, restrictions, reservations and zoning, environmental land use, and other applicable ordinances, laws, rules and regulations, federal, state or local, affecting the Property.

12.3 No litigation, claims, suits, orders, investigations or proceedings are pending or threatened against the Grantee or affecting the Property or the Project at law or in equity or before or by any federal, state, municipal or other governmental instrumentality; there are no arbitration proceedings pending under collective


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bargaining agreements or otherwise; and to the knowledge of the Grantee there is no basis for any of the foregoing.

12.4 The Grantee has filed all federal, state and local tax returns required to be filed and has paid or made adequate provision for the payment of all federal, state and local taxes, charges and assessments.

12.5 The Grantee is not contemplating either the filing of a petition under any state or federal bankruptcy or insolvency laws or the liquidating of all or a major portion of its property, and has no knowledge of any person contemplating the filing of any such petition against it.

12.6 The Grantee shall comply with all federal, state and local laws, regulations, and standards relating to protection or preservation of the environment that are or may become applicable to its activities at the Project Property.

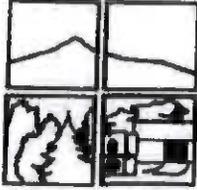
12.7 The Grantee, and any sub-lessee or assignee of the Grantee shall be solely responsible for obtaining, at their cost and expense, any environmental permits required for their operations.

12.8 The Grantee shall preserve and maintain the legal existence and good standing of its status in New Hampshire.

12.9 The Grantee shall not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of CDFA, and any attempted assignment or transfer without such consent shall be ineffective, null, void, and of no effect.

12.10 No amendment or modification of this ECA shall be effective unless it is in writing and executed by all parties and approved by CDFA.


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Southwest Region Planning Commission
37 Ashuelot Street, Keene, NH 03431 603-357-0557 Voice 603-357-7440 Fax

November 24, 2020

Jon Frederick, Town Manager
Town of Jaffrey
10 Goodnow Street
Jaffrey, NH 03452

David Nichols, Head of State and Local Corporate and Government Affairs
EMD Millipore Corporation
400 Summit Drive
Burlington, MA 01803

Re: Cold Stone Springs CDBG Grant Administration & Reporting Requirements

Dear Mr. Frederick and Mr. Nichols,

This letter serves to outline expectations on behalf of the Town of Jaffrey, Southwest Region Planning Commission (SWRPC), and EMD Millipore relative to the Community Development Block Grant (CDBG) for the Cold Stone Springs project, particularly with regard to programmatic reporting requirements.

In October of 2020, the Town of Jaffrey applied for \$500,000 in CDBG Economic Development funds to assist with the development of water infrastructure on the Cold Stone Springs properties. To justify grant funding under the CDBG program the Town of Jaffrey is collaborating with EMD Millipore, who has expressed commitment to the project and creating the required twenty-five jobs at its Jaffrey manufacturing facility, fifteen of which to be held by persons with low- to moderate-income. To assist with the proposed CDBG project, the Town of Jaffrey has requested grant administration services from SWRPC.

In its role serving as administrator, SWRPC has been asked to collect specific information verifying household income and size from employees hired by EMD Millipore to fulfill the employment creation commitment made by the Town of Jaffrey as Grantee. SWRPC finds that performing this role as grant administrator represents a departure from the norm which is customarily played by the company in which the newly-created jobs are employed. Nevertheless, in order to facilitate the success of a quality proposal under the CDBG program, SWRPC can assume this role.

In anticipation of this activity, SWRPC is compelled to establish the following in order to clarify roles and understanding of this arrangement by the Town of Jaffrey and EMD Millipore. More specifically:

- EMD Millipore will notify employees filling positions created by the proposed CDBG project that they will be contacted by SWRPC for the purpose of verifying and documenting information related to household income, as well as provide additional support and assistance in obtaining the required information as may be needed. EMD Millipore's partnership in this effort is critical as the employer

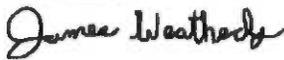
Attachment II - Page 8 of 10

who will have a direct relationship with the employees/households. EMD Millipore can play an important and effective role in ensuring the successful collection of information needed to demonstrate compliance with the job creation quote required under the CDBG Economic Development program.

- In its capacity as Grantee, the Town of Jaffrey is aware of risks associated with job creation commitments associated with the grant which must be met and properly documented. In the event that such commitments are not met or documented to the satisfaction of NH CDFA, the Grantee could be faced with certain repayment obligations representing non-performance with requirements of the grant.

If you have questions or would like to discuss, please feel free to contact me directly. Otherwise, we will assume that the information described above is understood and acceptable to the parties.

Sincerely,



James Weatherly
Planning Technician

JW/bb

cc: Kevin Peterson, Director of Economic Development, NH CDFA

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October 7, 2020

Jon Frederick
Town Manager
Town of Jaffrey
10 Goodnow Street
Jaffrey, NH 03452

RE: Cold Springs Project Commitment Letter

Dear Jon:

Thank you for all your hard work on the Cold Stone Springs Project. This is a project that will benefit the community for years to come. As part of the funding mix for this project we support the Town of Jaffrey pursuing a Community Development Block Grant (CDBG) in the amount of \$500,000. This letter serves to outline Millipore Sigma's support of the CDBG project, including job creation and our assistance to the Town of Jaffrey in meeting the reporting requirements for the grant.

This project is critical to our expansion plans and is expected to result in the creation of 25 jobs that are associated with our use of the additional water capacity over the life of the Cold Stone Springs project. The increased water capacity is directly related to a part of our manufacturing process that involves membrane manufacturing and the testing and quality control of our products. Water from the town is purified and used to manufacture membranes that are then used in our filter manufacturing process. In addition, water from the town is used during an in-process QC integrity test to ensure that our filters are of the highest quality. The jobs we expect to be created are connected to these processes. While there is additional hiring currently occurring at our Jaffrey facility that will grow the employee base significantly, this is a result of a positive business climate and natural growth and is separate from the job creation directly related to our ability to secure adequate water, which is enabled by the Cold Stone Springs Project.

We understand that the grant requires a portion of the hiring pool to be from households that are low and moderate income. While this type of information is not something we request from our applicants or ask in advance, we believe it is likely that we will hit the 60% low- to moderate-income threshold of the 25 jobs required by the grant restrictions. We will encourage our employees to voluntarily submit the household income data the Town and the State need to show continuing eligibility for the grant funds.

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The life science business of Merck KGaA, Darmstadt, Germany operates as MilliporeSigma in the U.S. and Canada.

Millipore Sigma
480 Turnpike Road
Jaffrey, NH 03452
milliporesigma.com

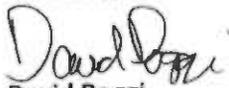
Attachment II - Page 10 of 10

This will include providing the employee a link to a voluntary income survey in a form that will meet the State's requirements. We will share any documents you can provide us that highlight the value providing this information has to the Town, the region, and the State. To meet grant reporting requirements, we will also provide the Town and State the necessary information to confirm the successful job creation in line with this letter and attached narrative.

We understand that collecting this information assists the Town's compliance with the CDBG grant so that it does not have to return either a portion or all CDBG funding, and we appreciate the partnership with the Town to manage the grant application and pursue these funds. Millipore Sigma is prepared to assist with the reporting requirements for the duration of the grant, if the application is approved.

I look forward to continuing to work with the Town on this project. If you have any additional questions, feel free to reach out to me at 603 532 2219 or David Nichols in our Government Affairs group at 781-681-2626.

Sincerely,



David Poggi
Site Head of Operations

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ATTACHMENT III
FAMILY INCOME VERIFICATION FORM
CHESHIRE COUNTY – NH INCOME VERIFICATION

(see attached)


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ECONOMIC DEVELOPMENT

Cheshire County FAMILY INCOME VERIFICATION FORM – 2020

MUNICIPALITY: _____ APPLICANT NAME: _____
 NAME OF BUSINESS: _____ POSITION BEING APPLIED FOR: _____
 ADMINISTRATOR: _____ CURRENTLY EMPLOYED? YES _____ NO _____
N/A for micro business beneficiaries

The Above Business has benefited from funding provided to the Municipality, above, by the Community Development Block Grant (CDBG) program. The program requires that all applicants must complete the following verification. If you have questions, contact the Grant Administrator, listed above. Your assistance in the completion of this form is greatly appreciated. It will be held in strict confidence, and used only to verify that we are meeting the requirements of the grant program.

Please complete all fields above and both portions of the form – Part I and Part II

PART I INCOME AND HOUSEHOLD DATA

Please choose the row that represents your family size and circle the Income Category that best describes your family income. Family income includes wages and salaries, interest, net business income, social security, pensions, alimony received, VA benefits, and educational benefits received by all family members living at home. Alimony paid may be deducted. This verification form should reflect your current family income. This data is required by the CDBG program.

Number of Persons in Family	Income Category A	Income Category B	Income Category C	Income Category D
1	\$0 to \$18,200	\$18,201 to \$30,300	\$30,301 to \$48,450	\$48,451 +
2	\$0 to \$20,800	\$20,801 to \$34,600	\$34,601 to \$55,400	\$55,401 +
3	\$0 to \$23,400	\$23,401 to \$38,950	\$38,951 to \$62,300	\$62,301 +
4	\$0 to \$26,200	\$26,201 to \$43,250	\$43,251 to \$69,200	\$69,201 +
5	\$0 to \$30,680	\$30,681 to \$46,750	\$46,751 to \$74,750	\$74,751 +
6	\$0 to \$35,160	\$35,161 to \$50,200	\$50,201 to \$80,300	\$80,301 +
7	\$0 to \$39,640	\$39,641 to \$53,650	\$53,651 to \$85,850	\$85,851 +
8	\$0 to \$44,120	\$44,121 to \$57,100	\$57,101 to \$91,350	\$91,351 +

PART II RACE, ETHNICITY AND HOUSEHOLD DATA

Data with regard to (1) Household Status; (2) Racial Characteristics and (3) Ethnicity information – in expanded categories – is being requested, in order to measure the impact of the program on the diverse population of the U.S.

Please circle the appropriate racial, ethnic, familial status, age, and handicapped category that applies to you. A number of categories may apply to you. Please note this information will be used for analysis purposes only. We ask you to provide this information on a voluntary basis. If you do not wish to provide the information, you may refuse to do so.

CIRCLE ALL IN EACH CATEGORY THAT APPLY

RACE

White
 Black or African American
 Asian
 American Indian or Alaska Native
 Native Hawaiian or Other Pacific Islander

American Indian or Alaska Native & White
 Asian & White
 Black or African American & White
 American Indian or Alaska Native & Black or African American

ETHNICITY

AND Hispanic or Latino
 NOT Hispanic or Latino

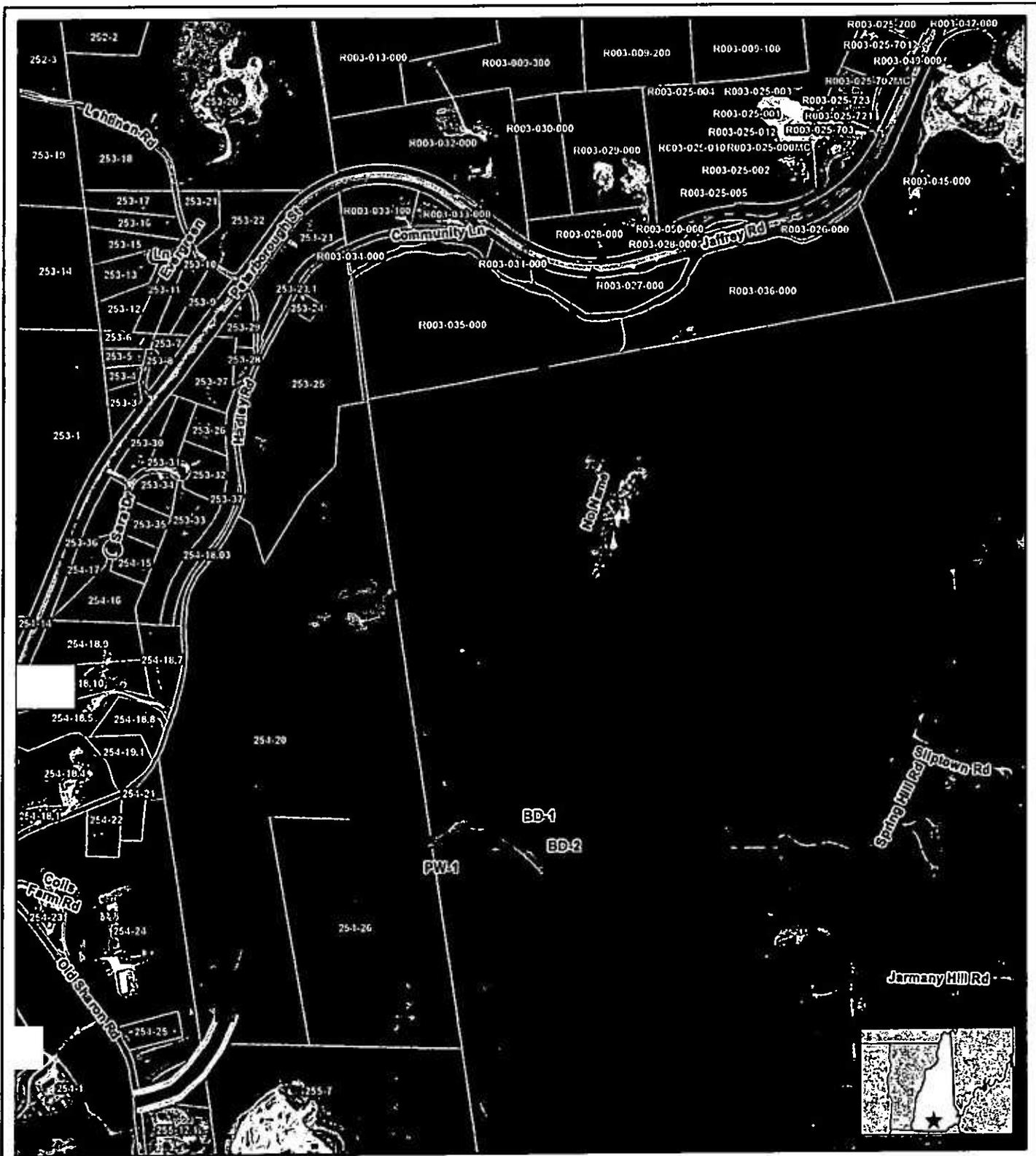
HOUSEHOLD

Elderly (62 + years)
 Handicapped
 Female Head of Household
 Not Applicable

Signature _____

Printed Name _____

Date _____



Legend

- Approximate Parcel Boundary
- Existing Production Well
- Proposed Water Treatment Plant Location
- Prop. 12" Jaffrey Line (approx. 1,820 R)
- Prop. 12" Peterborough Line (Included Under Peterborough Application - approx. 10,330 R)
- Prop. 6" PVC Sewer (approx. 1,960 R)
- Prop. 6" Well Line (approx. 1,120 R)
- Prop. 6" Well Line (approx. 3,270 R)
- Proposed Gravel Road
- Proposed Paved Road

Tighe & Bond
 Engineers | Environmental Specialists

Orthophotography courtesy of GRANIT (2016)
 Parcels downloaded from INGRANT and are approximate.



FIGURE A-8
PARCEL MAP
 Water Distribution System
 Jaffrey & Peterborough
 New Hampshire

December 2019

Attachment V



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: Town of Jaffrey 10 Goodnow Street Jaffrey, NH 03452		Member Number: 208	Company Affording Coverage: 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)	Limit	NH Statutory Limit May Apply
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2020	7/1/2021	Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)	\$ 1,000,000 \$ 2,000,000
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate	
<input type="checkbox"/> Workers' Compensation & Employers' Liability			Statutory Each Accident Disease - Each Employee Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: In regards to grant, the certificate holder is named as Additional Covered Party, but only to the extent liability is based on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered. The Participating Member will advise of cancellation no less than 15 days prior to cancellation.				

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/> Additional Covered Party	<input type="checkbox"/> Loss Payee	Primex³ - NH Public Risk Management Exchange
CDFA 14 Dixon Ave, Ste 102 Concord, NH 03301			By: <i>Mary Beth Purcell</i> Date: 1/13/2021 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Risk Management Services 603-226-2841 phone 603-228-3833 fax



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: Town of Jaffrey 10 Goodnow Street Jaffrey, NH 03452		Member Number: 208	Company Affording Coverage: 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)	Limits	NH Statutory Limits May Apply (Y/N)
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.				

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
			Date: 1/13/2021 mpurcell@nhprimex.org
CDFA 14 Dixon Ave, Suite 102 Concord, NH 03301			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Jaffrey: EMD Millipore
Benefits Summary

Attachment VII

Benefit	Offered to 80% of Net Jobs?	Offered to FT Employees?	Percent of Cost Business Pays	Offered to PT Employees?	Percent of Cost Business Pays
Group Medical Insurance Coverage	Yes	Yes	64.0	Yes	0
Group Dental Insurance	Yes	Yes	91.0	Yes	0
Group Vision Insurance Coverage	Yes	Yes	0	Yes	0
Medical Insurance Coverage for EE's and Dependents	Yes	Yes	64.0	Yes	0
Medical Insurance for the EE Only	Yes	Yes	64.0	No	0
Life Insurance	Yes	Yes	100.0	Yes	0
Short Term Disability	Yes	Yes	100.0	Yes	0
Long Term Disability	Yes	Yes	100.0	Yes	0
Pre Tax Retirement Plan, or equivalent Pension Plan	Yes	Yes	6.0	Yes	0
Child Care for Employees	No	No	0	No	0

Paid Time Off

Benefit	Number of Days (per year)	Offered to FT Employees?	Offered to PT Employees?
Paid Vacation or PTO	15.0	Yes	Yes
Paid Sick Leave	2.0	Yes	Yes
Paid Holidays	12.0	Yes	Yes
Paid Bereavement Leave	0	No	No

Initial Here 

CERTIFICATE

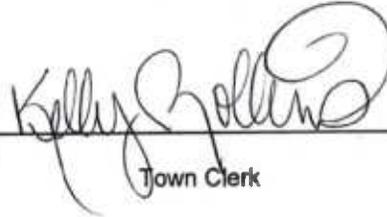
20-027-CDED

I, KELLY ROLLINS Town Clerk of Jaffrey, New Hampshire do hereby certify that: (1) at the public hearing held on November 9, 2020, the Board of Selectmen voted to submit an application for Community Development Block Grant funds and if awarded; (2) enter into a contract with the Community Development Finance Authority and further authorize the Town Manager, to execute any documents which may be necessary to effectuate this contract or any amendments thereto; (3) I further certify that this authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and (4) the following person has been appointed to and now occupies the office indicated under item (2) above:

Jon R. Frederick, Town Manager
Name and Title of Officer Authorized to Sign

IN WITNESS WHEREOF, I have hereunto set my hand as the Town Clerk of Jaffrey, New Hampshire this _____
29th day of JANUARY, 2021.

By:



Town Clerk

CERTIFICATION OF GRANTEE'S ATTORNEY
20-037-CDED

I, Kelly E. Dorval acting as Attorney for the Town of Jaffrey, New Hampshire do hereby certify:

That in my opinion the Grantee is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Hampshire. Further, I have examined the foregoing Grant Agreement and the actions taken by said Grantee and have determined that Grantee's official representative has been duly authorized to execute this Grant Agreement and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and applicable federal laws. In addition, for grants involving projects to be carried out on property not owned by Grantee, there are no legal impediments that will prevent full performance by the Grantee. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of Grantee in accordance with the terms thereof.

Dated at Keene NH this 29th day of January 2021.



Signature of Grantee's Attorney



Town of Jaffrey – Public Infrastructure – \$500,000 – (Economic Development)

Applicant	Town of Jaffrey
Subrecipient	None
Project Name	Cold Stone Springs Water Infrastructure/MilliporeSigma
Project Location	10 Goodnow Street, Jaffrey, NH
Request	\$500,000
Total jobs	25 full-time equivalent jobs
LMI Jobs	15
HUD CDBG National Objective	LMJFI: 570.208(a)(4)(vi)(F) LMI job creation as a result of public facility or improvement (IDIS Code 03J-Water/Sewer)
HUD CDBG Eligible Activity	570.201(c) Public facilities improvements
NH State Category	Infrastructure for Municipality

Project Summary

The Town of Jaffrey is requesting \$500,000 in CDBG funds to support construction of a water treatment facility, distribution system and paved road to develop three wells located on the Cold Stone Springs property in Jaffrey and Sharon. The project will provide additional water supply for Jaffrey and allow for the expansion of manufacturing activities at the MilliporeSigma manufacturing plant located at 11 Prescott Road in Jaffrey, which will result directly in the creation of 25 new jobs. The Town of Peterborough is collaborating with the Town of Jaffrey to evenly share the cost of construction of the water treatment plant, engineering and professional costs, and the land acquisition for the project. The total project cost for the Town of Jaffrey is estimated at \$4.93 million. CDBG funds will be used only for construction costs related to the Town of Jaffrey portion of the project.

Business Background and Proposed New Project

MilliporeSigma is the North American branch of Merck KGaA, an international life-science company headquartered in Germany. The Millipore Corporation began as a modest filtration company in the 1950s and pioneered the use of membrane technology in hundreds of applications, later expanding to be a global life-science corporation. Sigma-Aldrich was founded originally as two companies in 1935 and 1951 to supply biochemicals and chemicals to scientists in the U.S. Today, MilliporeSigma is a global leader in life science technology, providing engineers and scientists with best-in-class lab materials and providing a broad portfolio of over 300,000 products. The current MilliporeSigma facility at 11 Prescott Road in Jaffrey, NH was developed by Millipore Corporation in 1972.

Since 1979, the Town of Jaffrey has investigated a total of 38 surface and ground water supplies to expand the town's public water capacity. The privately-owned Cold Stone Springs property, located in Jaffrey and neighboring Sharon, has been studied for development as a groundwater source since the 1970s and represents the best supply option for Jaffrey (as well as for Peterborough). The overall project involves acquisition of the Cold Stone Springs property, development of three interconnected wells and construction of a water treatment facility, treated water main, water distribution system, road access, and other site work.

The proposed project is expected to meet the Town of Jaffrey's water needs through 2040, and will enable the long-term expansion of MilliporeSigma, the largest employer in Jaffrey. Representatives at MilliporeSigma have indicated that the planned expansion would bring their anticipated consumption up to 151,000 gallons per day, far above the current safe capacity of Jaffrey's municipal system. With additional water supply, MilliporeSigma will be able to add 25 new jobs. The company has committed to entering into a memorandum of understanding with the Town to ensure job creation as part of this project.

Sources and Uses

	Sources				Total Uses
	CDBG	NH Drinking Water State Revolving Fund	Northern Border Regional Comm.	NH Drinking Water & Ground Water Trust Fund	
Uses					
Acquisition		820,000		430,000	1,250,000
Site Improvements		43,000			43,000
Construction	472,000	1,013,607	1,000,000		2,485,607
Professional Fees		1,092,904			1,092,904
Other		30,489			30,489
CDBG Admin	\$28,000				28,000
Total	\$500,000	\$3,000,000	\$1,000,000	\$430,000	\$4,930,000

Administrative Costs

The Town of Jaffrey intends to retain Southwest Regional Planning Commission to serve as grant administrator. Administration costs will total \$28,000, as follows:

Grant Administrator	21,000
Legal	1,000
Audit	2,000
Application Writing	4,000
Total	\$ 28,000

Financing

The total project cost is estimated at \$4.93 million, which represents the Town of Jaffrey's share of acquisition, design, and construction costs. Other funding sources committed for the project include a grant from the Northern Border Regional Commission (\$1,000,000), a grant from the NH Drinking Water and Groundwater Trust Fund (\$430,000) and funds from the NH Drinking Water State Revolving Fund (\$3,000,000, with 20% principal forgiveness). The Town adopted a warrant article

approving the project and authorizing debt from the NH Drinking Water State Revolving Fund, contingent on securing at least \$2.5 million in grant funding to the supplement debt. The CDBG funding of \$500,000 represents the final funding piece needed to move this critical project forward. MilliporeSigma has committed to assisting the Town with debt-service payments in order to reduce the term of the note with the State Revolving Fund from 20 years to 10 years. This represents a contribution of more than \$1,000,000 from the company to the project. The contribution is not included in the overall budget as not part of the construction cost, but it will reduce the town's debt-service obligation.

Underwriting Summary

The project meets CDFA's Minimum Underwriting Standards (summary below). The application meets the HUD minimum standards for investment; the costs are reasonable, project financing is reasonable and committed; CDBG funds are not substituted for non-Federal funds, there is no 'owner's equity' as this is a municipal infrastructure project, and funds will be disbursed on a *pro rata* basis with other committed funds. Each underwriting standard is specifically discussed below.

(i) That project costs are reasonable;

Project cost estimates are based on detailed engineering and cost assessments provided by a third-party engineering firm (Tighe and Bond) retained by Jaffrey and Peterborough. The NH Department of Environmental Services conducted its own review of the project and is awarding funds from two DES-related sources.

(ii) That all sources of project financing are committed;

Commitment letters confirm that all of the funding and financing sources are committed.

(iii) That to the extent practicable, CDBG funds are not substituted for non-Federal financial support;

The Town of Jaffrey sought funds from several sources in addition to town resources, including the NH Department of Environmental Services, Northern Border Regional Commission and USDA-Rural Development. CDBG funds were requested for construction only after all other sources were explored and approved or declined.

(iv) That the project is financially feasible;

As noted above, project costs were developed in conjunction with a qualified engineering firm. All other funds for the project are committed. CDBG funds will leverage \$4,430,000 in other funds committed to the Jaffrey portion of the project, a leverage ratio of 8.7X.

(v) That the return on the owner's equity investment will not be unreasonably high;

There is no return on owner's equity as this is a public-infrastructure project being implemented by the Town of Jaffrey.

(vi) CDBG funds are disbursed on a pro rata basis with other finances provided to the project.

CDBG funds for construction will be disbursed *pro rata* with other construction funding sources for the Jaffrey portion of the project.

Benefit of the Project

MilliporeSigma has committed to creating 25 new FTE jobs related to the new water supply provided by the Town of Jaffrey, of which at least 15 will be held by persons of low- to moderate-income and require only a high school diploma or equivalent. All 25 jobs are categorized as "Assembler/Operator," with proposed starting wages of \$15.50 per hour. This wage rate is 15% higher than the average starting wage for a similar job in the Jaffrey-area labor market.

Benefits include group medical, dental, short-term and long-term disability and life insurance; 15 vacation days, 12 paid holidays and two sick days per year; company contributions toward a tax-exempt retirement plan and child-care costs; and other benefits (a wellness program, EAP, transportation assistance, and tuition reimbursement).

The project is consistent with the community's economic development strategy and master plan.

The project is also the result of a collaborative approach by neighboring towns to jointly address their respective water-supply needs.

CDBG Scoring

This application scored **290** points (250 required) and is eligible for funding consideration by the Community Development Advisory Committee