The State of New Hampshire

# Department of Environmental Services

Robert R. Scott, Commissioner

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September 11, 2023

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

## REQUESTED ACTION

Authorize the Department of Environmental Services to award an Asset Management grant to Andover Village Water District, Andover, NH (Vendor Code 177352-B002) totaling $56,500 to improve public water system management, effective upon Governor and Council approval through July 1, 2025. 100% Federal Funds.

Funding is available in the following account:

| | FY 2024 |
|---|---|
| 03-44-44-440010-2476-072-500574 | $56,500 |

Dept Environmental Services, ARPA DES Loans, Grants Federal
Activity Code: 00FRF602WB4401A

## EXPLANATION

During the fall of 2022, NHDES went out for solicitation of interest to community water systems serving a population greater than 150 people. Twenty-four (24) proposals were received, evaluated, and ranked based on criteria included in the request for proposals, such as, project completes for condition assessment on all assets, that a financial plan is developed and addresses investment priorities and true cost of service, and that the plan is communicated to customers and decisionmakers. Out of the 24 project proposals, 14 were selected to be funded under the American Rescue Plan Act (ARPA) funds. See attachment A for the proposal rankings and list of reviewers.

The Andover Village Water District will use the funds to develop and implement an asset management program for their respective drinking water system. Asset management has become the foundation for sustainable water systems as it provides a holistic picture for how systems to conduct their business in a more effective and efficient method.

Among many of the tasks proposed to be conducted with this grant, the Andover Village Water District will be developing a complete inventory of their water system assets. A criticality assessment based on the findings of the inventory which will inform a capital improvement plan. Along with the inventory, the Andover Village Water District will be developing a hydraulic model of the system to assess system pressures.

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

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

We respectfully request your approval of this item.

Robert R. Scott
Commissioner

# GRANT AGREEMENT

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

1. Identification and Definitions.

| | | | |
|---|---|---|---|
| **1.1. State Agency Name**<br>NH Department of Environmental Services | | **1.2. State Agency Address**<br>29 Hazen Drive, Concord, NH 03302 | |
| **1.3. Grantee Name**<br>Andover Village Water District | | **1.4. Grantee Address**<br>PO Box 147, Andover, NH 03741 | |
| **1.5 Grantee Phone #**<br>603-523-4501 | **1.6. Account Number**<br>03-44-44-440010-2476-072 | **1.7. Completion Date**<br>July 1, 2025 | **1.8. Grant Limitation**<br>$ 56,500 |
| **1.9. Grant Officer for State Agency**<br>Mathew Deterling | | **1.10. State Agency Telephone Number**<br>603-271-1994 | |
| If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."** | | | |
| **1.11. Grantee Signature 1** | | **1.12. Name & Title of Grantee Signor 1**<br>Jeffery Dickinson Commissioner | |
| **Grantee Signature 2** | | **Name & Title of Grantee Signor 2**<br>Toby Cocker Chairman of the Commissioners | |
| **Grantee Signature 3** | | **Name & Title of Grantee Signor 3**<br>Michael D. Mori Commissioner | |
| **1.13 State Agency Signature(s)** | | **1.14. Name & Title of State Agency Signor(s)**<br>Robert R. Scott, Commissioner, NHDES | |
| **1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)**<br>**By:** **Assistant Attorney General, On:** 9/29/2023 | | | |
| **1.16. Approval by Governor and Council (if applicable)**<br>**By:** **On:** / / | | | |

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

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

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

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

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

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

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

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

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

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

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

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

7. RECORDS and ACCOUNTS.

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

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

8. PERSONNEL.

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

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

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

9. DATA: RETENTION OF DATA: ACCESS.

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

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

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

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

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

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

11. EVENT OF DEFAULT: REMEDIES.

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

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

11.1.2 Failure to submit any report required hereunder; or

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

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

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

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

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

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

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

12. TERMINATION.

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

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

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

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

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

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

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

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

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

17. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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# EXHIBIT A
# SPECIAL PROVISIONS

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

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

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

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

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

**RECORDKEEPING REQUIREMENTS**: The Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to the State and/or Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. Subrecipient must agree to provide or make available such records to the State and Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.

**SINGLE AUDIT REQUIREMENTS:** Recipients and subrecipients that expend more than $750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its

implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions. **CIVIL RIGHTS COMPLIANCE:** The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply, and shall include in every contract or agreement funded with these funds this same requirement to comply, with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

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

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

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

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Subrecipient shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 C.F.R. Part 1532. subrecipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled "Covered Transactions," and 2 C.F.R. § 1532.220, includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. subrecipient is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. subrecipient acknowledges that failing to disclose the information required under 2 C.F.R. § 180.335 to NHDES may result in the delay or negation of this assistance agreement, or pursuance of administrative remedies, including suspension and debarment. Subrecipients may access the System for Award Management (SAM) exclusion list at https://sam.gov/SAM/ to determine whether an entity or individual is presently excluded or disqualified.

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

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

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:**
As required by 2 CFR 200.216, subrecipients, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as

critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, Subrecipients, and borrowers also may not use federal funds to purchase:

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
b. Telecommunications or video surveillance services provided by such entities or using such equipment.
c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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

a. Obligating or expending funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
   (1) Procure or obtain, extend or renew a contract to procure or obtain;
   (2) Enter into a contract (or extend or renew a contract) to procure; or
   (3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list which can be found at https://www.sam.gov/SAM/pages/public/index.jsf

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

| 5: Infrastructure |
|---|
| 5.1 Clean Water: Centralized Wastewater Treatment |
| 5.2 Clean Water: Centralized Wastewater Collection and Conveyance |
| 5.3 Clean Water: Decentralized Wastewater |
| 5.4 Clean Water: Combined Sewer Overflows |
| 5.5 Clean Water: Other Sewer Infrastructure |
| 5.6 Clean Water: Stormwater |
| 5.7 Clean Water: Energy Conservation |
| 5.8 Clean Water: Water Conservation |

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| |
|---|
| 5.9 Clean Water: Nonpoint Source |
| 5.10 Drinking water: Treatment |
| 5.11 Drinking water: Transmission & Distribution |
| 5.12 Drinking water: Transmission & Distribution: Lead Remediation |
| 5.13 Drinking water: Source |
| 5.14 Drinking water: Storage |
| 5.15 Drinking water: Other water infrastructure |

Definitions for water and sewer Expenditure Categories can be found in the EPA's handbooks. For "clean water" expenditure category definitions, please see: https://www.epa.gov/sites/production/files/2018-03/documents/cwdefinitions.pdf. For "drinking water" expenditure category definitions, please see: https://www.epa.gov/dwsrf/drinking-water-state-%20revolving-fund-national-information-management-system-reports.

All Clean Water and Drinking Water infrastructure projects:

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

For water and sewer projects:

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

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

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

## *III. OTHER SPECIAL PROVISIONS*

A. In addition to the above special provisions, the following provisions as required by federal regulations apply to this Agreement:

1. ***Financial management.*** The Contractor shall comply with 2 CFR part 200 Subpart D and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.

2. ***Allowable costs.*** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in *2 CFR part 200 Subpart E.*

3. ***Property Management.*** The Contractor shall comply with the property management and procedures detailed in 2 CFR Part 200 Subpart D.

4. ***Restrictions on Lobbying.*** The Contractor shall comply with the terms of 15 CFR part 28 and 2 CFR Part 200 Subpart E which prohibit the use of federal Contract funds to influence (or attempt to influence) a federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if *non*federal funds have been used to influence (or attempt to influence) a federal employee.

5. ***Drug-Free Workplace.*** The Contractor shall comply with the terms of 2 CFR part 1329 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.

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

Grantee Initials
Date 5/23/2023

**EXHIBIT B**
**SCOPE OF SERVICES**

The Andover Village Water District will use these funds for asset management and financial planning initiatives for the water system. Specifically, the following task(s), as described in the application submitted to NHDES, will be accomplished:

Task 1 – System Mapping, GIS Database, Asset Inventory
Complete a review of existing mapping, plans and water system records; develop a base plan of the existing system including best available locations and sizes for water distribution main, water supply and storage with estimated elevations of major system components, etc. The data will be provided to the District in both excel spreadsheet format as well as attributes for inclusion in GIS mapping.

For each system component (both vertical and horizontal) including source, treatment, distribution and storage; qualitatively assess condition, capacity, consequence of failure, redundancy, useful life and replacement costs. This will be based on a review of:

- repair history and expenses over the previous 5 years,
- water use and system loss data,
- visual inspection of visible components
- conversations with system staff.

Following completion of the inspection and review of existing plans, use survey grade GPS to complete field confirmation of critical assets and elevations in several areas of the system. This includes up to 3 days of GPS field survey.

*Deliverables*: Inventory and condition analysis results and GIS map and database, submitted to NHDES in electronic format.

Task 2: Kickoff Meeting
Coordination of a kickoff meeting with NHDES staff, Commissioners, District staff, consultant and Customers to discuss the program and obtain input on the proposed Asset Management Program.

*Deliverable*: Meeting minutes, submitted to NHDES in electronic format.

Task 3: Financial Review
A prioritized list of short, intermediate and long-term capital improvements projects will be developed based on the results of the inventory and condition assessment with a strategy for future funding while maintaining an agreed upon level of services.

The financial management portion of the program will include:

- A review of existing system data including system users, rates and connection fees and a discussion of projected growth.
- A review of current and historical revenues, operating and maintenance expenses, capital expenditures and capital reserves, debt payment, etc.
- A review of the current rates to determine their adequacy to cover the true cost of services and a summary of findings and recommendations
- A summary of system income and expense along with a summary of available and anticipated funding options for improvements and proposed adjustments to rates (if any) to accommodate system upgrades.
- A discussion of available funding resources.

*Deliverable*: long-term funding plan, submitted to NHDES in electronic format.

Task 4: Level of Service

Coordinate a level of service workshop to obtain input from stakeholders including operators, management, ratepayers. Develop a level of service statement that includes defining stakeholder needs, a quantitative and objective performance metric for each expectation. The level of service goals will follow the SMART goal process.

*Deliverable*: Meeting minutes, submitted to NHDES in electronic format.

Task 5: Asset Management Plan and Implementation Plan

Complete the plan which will include a summary of the asset inventory data, the Level of Service agreement, the Capital improvement plan and funding plan. The implementation plan will include the frequency of review and revision process. A draft plan will be presented at a public informational meeting. Based on input from customers, system staff and leadership, revisions will be made and a final asset management plan developed for adoption by the District. This task will include training and education for staff on all components of the Asset Management Program.

*Deliverables*: Asset Management Plan including implementation plan, submitted to NHDES in electronic format.

Task 6: Communication Plan

A communication plan will be developed that could include the use of outlets such as mailings, brochure, website updates, monthly Commissioner meetings, annual meeting and other means to keep the customers informed on the operation of the water system. An interactive communication tool such as GIS story map will also be looked at.

*Deliverable*: Communication plan, submitted to NHDES in electronic format.

Task 7: Hydraulic Model

Complete a computerized hydraulic model of the system utilizing WaterCAD. The WaterCAD model will be used to assess system pressures as some areas of the system are experiencing low pressure problems, as well as issues with the transmission main potentially due to excessive friction loss or problematic valves. Hydraulic modeling of the existing distribution system will utilize the recent hydrant flow testing for calibration. Elevations will be based on field survey of critical system components.

*Deliverable*: Hydraulic Model, submitted to NHDES in electronic format

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

## EXHIBIT C
## BUDGET & PAYMENT METHOD

All services shall be performed to the satisfaction of the Department of Environmental Services before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of associated invoices. **Grant award is a 100% grant for up $56,500. If invoice is less than initial estimate only the amount on the invoice will be paid.**

| Task Number/Description | Asset Management Grant |
|---|---|
| Task 1: Data Collection including Service Lines | $15,000 |
| Task 2: Kick off Meeting | $2,500 |
| Task 3: Financial- Full Cost of Service Review and forecasting, Rate Cost Recovery Implementation Plan | $11,000 |
| Task 4: Level of Service Workshop | $4,000 |
| Task 5: AMP & Implementation Plan | $9,000 |
| Task 6: Communication Plan | $5,000 |
| Task 7: Hydraulic Model | $10,000 |
| **TOTAL** | **$56,500** |

Grantee Initials
Date 5/23/2023

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# CERTIFICATE OF AUTHORITY

I, Lisa Meier, do hereby certify that:

1. I am the duly elected Clerk of the Andover Village District.
2. I sign and maintain, or cause to be maintained, and am familiar with the minutes of the District.
3. I am duly authorized to issue certificates with respect to the contents of such minutes.
4. At its regular meeting held on March 28, 2022, the members of the district voted to grant the Commissioners the authority to apply for funding opportunities, enter into a contract and execute any documents which may be necessary to effectuate same, and to accept and expend monies received from State, Federal, or other governmental or private source, and this authorization remains in full force and effect until it is revoked.
5. 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.
6. The following persons have been elected and now occupies the office indicated in (4) above:

   Toby Locke, Commissioner
   Jeffery Dickinson, Commissioner
   Michael Mori, Commissioner

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk of the Andover Village District, this 23rd day of May, 2023.

Lisa Meier

Lisa Meier, Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this 23 day of May, 2023, before me, Lisa Meier, the undersigned officer, personally appeared Lisa Meier who acknowledged herself to be the Clerk of the Andover Village District, and being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I have set my hand and official seal.

Margret Swett

Notary Public
My Commission Expires: 04/20/2027

MARGRET M SWETT
EXP. 04/20/2027
NOTARY
PUBLIC
NEW HAMPSHIRE

Primex³
NH Public Risk Management Exchange

# CERTIFICATE OF COVERAGE

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

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

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

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

| *Participating Member:* | *Member Number:* | *Company Affording Coverage:* |
|---|---|---|
| Town of Andover and Andover Village District<br>31 School Street<br>PO Box 61<br>Andover, NH 03216 | 107 | NH Public Risk Management Exchange - Primex³<br>Bow Brook Place<br>46 Donovan Street<br>Concord, NH 03301-2624 |

| | *Type of Coverage* | *Effective Date (mm/dd/yyyy)* | *Expiration Date (mm/dd/yyyy)* | *Limits* - NH Statutory Limits May Apply, If Not: | |
|---|---|---|---|---|---|
| X | **General Liability (Occurrence Form)** | 7/1/2022 | 7/1/2023 | Each Occurrence | $ 5,000,000 |
| | **Professional Liability (describe)** | 7/1/2023 | 7/1/2024 | General Aggregate | $ 5,000,000 |
| | ☐ Claims Made ☐ Occurrence | | | Fire Damage (Any one fire) | |
| | | | | Med Exp (Any one person) | |
| X | **Automobile Liability**<br>Deductible Comp and Coll: $1,000 | 7/1/2022 | 7/1/2023 | Combined Single Limit (Each Accident) | $5,000,000 |
| | Any auto | 7/1/2023 | 7/1/2024 | Aggregate | $5,000,000 |
| X | **Workers' Compensation & Employers' Liability** | 1/1/2023 | 1/1/2024 | X Statutory | |
| | | | | Each Accident | $2,000,000 |
| | | | | Disease – Each Employee | $2,000,000 |
| | | | | Disease – Policy Limit | |
| X | **Property (Special Risk Includes Fire and Theft)** | 7/1/2022 | 7/1/2023 | Blanket Limit, Replacement Cost (unless otherwise stated) | Deductible: $1,000 |
| | | 7/1/2023 | 7/1/2024 | | |

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

| CERTIFICATE HOLDER: | Additional Covered Party | Loss Payee | Primex³ – NH Public Risk Management Exchange |
|---|---|---|---|
| State of New Hampshire<br>Department of Environmental Services<br>29 Hazen Drive, PO Box 95<br>Concord, NH 03302-0095 | | | By: *Mary Beth Purcell*<br>Date: 5/24/2023 mpurcell@nhprimex.org<br>Please direct inquires to:<br>**Primex³ Claims/Coverage Services**<br>**603-225-2841 phone**<br>**603-228-3833 fax** |

# Attachment A
# 2023-2025 Grant Round – Asset Management Grant Program
# Applications and Rankings

| PWS ID | APPLICANTS | AMOUNT AWARDED/ REQUESTED | RANKING SCORE Max. (105) |
|---|---|---|---|
| 0841010 | Franconia Village Water | $100,000 | 97 |
| 0161010 | Bartlett Village Water Precinct | $91,500 | 97 |
| 0411010 | Town of Charlestown | $100,000 | 97 |
| 0061010 | Alton Water Works | $88,800 | 85 |
| 2401010 | Town of Walpole | $45,000 | 85 |
| 1521010 | Town of Meredith | $100,000 | 84 |
| 0081010 | Andover Village Water District | $56,000 | 80 |
| 1211010 | Jackson Water Precinct | $100,000 | 80 |
| 1101050 | Mountain Lakes Water District | $83,000 | 80 |
| 0031010 | Town of Bristol | $100,000 | 79 |
| 0251010 | Penacook-Boscawen Water Precinct | $100,000 | 77 |
| 1121010 | Cogswell Spring Water Works | $61,515 | 75 |
| 1721010 | New London-Springfield Water Precinct | $67,600 | 72 |
| 2271010 | Sunapee Water Works | $88,200 | 72 |
| ::::::::::: PROJECTS CURRENTLY ELIGIBLE FOR FUNDING LISTED ABOVE THIS LINE ::::::::::: | | | |
| 1461010 | Village District of Eidelweiss | $100,000 | 69 |
| 0201010 | Town of Belmont | $77,700 | 67 |
| 1181010 | Central Hooksett Water Precinct | $100,000 | 67 |
| 1731010 | Newmarket | $100,000 | 67 |
| 2151010 | Somersworth | $100,000 | 62 |
| 1071010 | Town of Hanover | $100,000 | 60 |
| 0752020 | Lakeview Condominium Association | $21,650 | 57 |
| 1201010 | Town of Hudson | $40,000 | 27 |
| 1591010 | Town of Monroe | $97,539 | 10 |
| 2391010 | Sanbornville Water Precinct | $100,000 | 10 |
| 0511030 | North Conway Water Precinct | $75,000 | Moved to planning grant instead |

## Grant Reviewer List

| Name | Department | Bureau | Title | Years Experience |
|---|---|---|---|---|
| Richard Skarinka | NHDES | Drinking Water & Groundwater Bureau | Sanitary Engineer III | Sixteen years managing the grant program |
| Luis Adorno | NHDES | Drinking Water & Groundwater Bureau | Administrator II | Eight years managing the grant program |
| Mat Deterling | NHDES | Drinking Water & Groundwater Bureau | Environmentalist III | Four months with NHDES |

NEW HAMPSHIRE DEPARTMENT OF Environmental Services