

The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

April 11, 2024

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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 amend a Drinking Water and Groundwater Trust Fund (DWGTF) grant (PO#1088728) to the Hooksett Village Water Precinct (VC# 154600-B001), Hooksett, NH, by extending the completion date to December 31, 2025 from June 1, 2024 for water system improvements under the provisions of RSA 485:F, effective upon Governor and Council approval through December 31, 2025. The original grant was approved by G&C on September 21, 2022, Item #90. No additional funding is involved in this time extension. 75% Federal Funds, 25% Drinking Water and Groundwater Trust Fund.

EXPLANATION

We are requesting approval of this amendment to provide the Hooksett Village Water Precinct (HVWP) additional time to complete the agreed-upon scope of services for the Water Distribution and Storage Improvement Project. The project involves construction of a new water storage tank and associated transmission main and distribution system improvements. More time is needed to complete an additional +/-350 feet of watermain installation to the new storage tank and the permitting for that work. The project was delayed when weather conditions limited access to the site and prohibited delivery of the new storage tank.

Funding for the HVWP Water Distribution and Storage Improvement Project included a combination of a \$655,200 American Recovery Plan Act (ARPA) grant, a \$218,000 DWGTF grant, and a \$1,176,800 DWGTF. To date, all \$655,200 of the ARPA funds have been disbursed, and \$483,641 of the \$1,394,800 combination DWGTF grant and loan funds have been disbursed. The grant amendment has been approved by the Attorney General's Office as to form, substance, and execution.

We respectfully request your approval of this item.



Robert R. Scott
Commissioner

**Hooksett Village Water Precinct
American Rescue Plan Act (ARPA) Grant
Drinking Water and Groundwater Trust Fund (DWGT)
Amendment #1**

This Agreement (hereinafter called the Amendment) dated this 2 day of February, 2024, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the State) and the Hooksett Village Water Precinct acting by and through the Superintendent, Mike Heidorn (hereinafter referred to as the Grantee).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on September 21, 2022, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, The Grantee and the State have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
 - (A) The Completion Date as set forth in sub-paragraph 1.7 of the Agreement shall be changed from June 1, 2024, to December 31, 2025.
3. Effective Date of Amendment: This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.
4. 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 set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

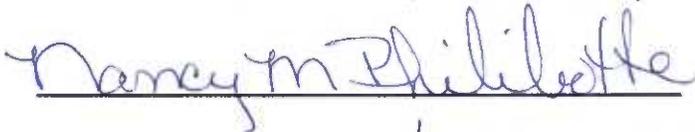
HOOKSETT VILLAGE WATER PRECINCT

By 
Mike Heidorn, Superintendent

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this the 7th day of FEB. 2024, before the undersigned officer, personally appeared MIKE HEIDORN who acknowledged himself to be the person who executed the foregoing instrument for the purpose therein contained.

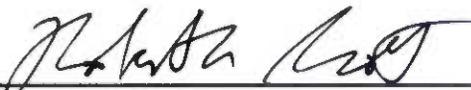
IN WITNESS WHEREOF, I hereunto set my hand and official seal.



NANCY M PHILIBOTTE
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
July 19, 2028

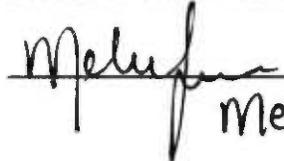
My Commission Expires: July 19, 2028

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By:  4/16/24
Robert R. Scott, Commissioner Date

Approved by Attorney General this 22nd day of April 2024, as to form, substance and execution.

OFFICE OF ATTORNEY GENERAL


Melissa Fales, AAG



DRINKING WATER INFRASTRUCTURE PROJECT CERTIFICATE OF VOTE – GRANTS ONLY



Drinking Water and Groundwater Bureau Grants,
Drinking Water and Groundwater Trust Fund (DWGTF),
PFAS Remediation Loan Fund (PFAS-RLF) and American Recovery Plan Act (ARPA)

Env-Dw 1300; Env-Dw 1400

A Certificate of Vote of Authorization (COV) is a certificate that states that a grantee is willing to enter into a grant agreement with the State of New Hampshire Department of Environmental Services (NHDES) and that whoever signs the Grant Agreement (provided under separate cover) has the authority to do so. **Do not complete this form until you have received a Grant Agreement from NHDES. Follow the steps below:**

1. Following a funding offer from NHDES, obtain the authority to accept grant funds and assign an Authorized Representative (AR) from the grantees governing body. This will likely require a vote at a meeting of the governing body. A vote may take place any time prior to execution of the Grant Agreement.
2. Once the Grant Agreement has been received from NHDES, someone other than the AR (who can certify actions taken at the referenced meeting) completes and signs the COV. The AR cannot sign the COV. The COV must be signed and notarized on the same date as, or within 30 days of, when the AR signs the Grant Agreement. The 30-day window applies to either side of the execution date.
3. The AR signs the Grant Agreement and initials and dates the bottom of each page including the Exhibits.
4. Mail original COV and Grant Agreement documents to program contact at NHDES.

Certificate of Vote of Authorization
HOOKSETT VILLAGE WATER PRECINCT
7 Riverside Street, Hooksett, NH 03106

I, Todd Smith of the Hooksett Village Water Precinct, do hereby certify that at a meeting held on February 27, 2024, the Board of Water Commissioners voted to enter into a Drinking Water and Groundwater Trust Fund (DWGTF) grant agreement with the New Hampshire Department Environmental Services to fund a Drinking Water improvement project.

The Hooksett Village Water Precinct further authorized the Supt. Michael Heidorn and/or Asst. Supt. Matthew Norris to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Chair of Hooksett Village Water Precinct, the 27th day of February 2024.

Todd Smith, Signature

On this 27th day of February 2024, Nancy Philibotte, before me (Notary Public) the undersigned Officer, personally appeared. Todd Smith, who acknowledged himself to be the Chair of Hooksett Village Water Precinct, being authorized so to do, execute the foregoing instrument for the purpose therein contained.

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

Notary Public:

My commission expires:

July 19, 2028

NANCY M PHILIBOTTE
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
July 19, 2028

[Drinking Water State Revolving Fund](#)
[Drinking Water & Ground Water Trust Fund](#)
[PFAS- Remediation Loan Fund](#)



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

August 8, 2022

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

APPROVED G & C

DATE 21 September 2022

ITEM # 90

REQUESTED ACTIONS

1. Authorize the New Hampshire Department of Environmental Services (NHDES) to award a grant to Hooksett Village Water Precinct (VC #154600-B001), Hooksett, NH, in the amount not to exceed \$873,200 for distribution system upgrades under the provisions of RSA 485:F and N.H. Code of Administrative Rules Env-Dw 1300 et seq. effective upon Governor & Council approval through June 1, 2024. 75% Federal Funds, 25% Drinking Water and Groundwater Trust Funds (DWGTF).

Funding is available in the following accounts:

	<u>FY 2023</u>
03-44-44-440010-2476-072-500574	\$655,200
Dept Environmental Services, ARPA Program, Grants Federal	
Activity Code: 00FRF602WB4401M	
03-44-44-444010-7428-073-500580	\$218,000
Dept Environmental Services, DWGTF, Grants Non-Federal	

2. Authorize NHDES to approve a loan agreement with Hooksett Village Water Precinct (VC #154600-B001), Hooksett, NH, in the amount not to exceed \$1,176,800 to finance water system improvements under provisions of RSA 485:F and N.H. Code of Administrative Rules Env-Dw 1300 et seq., effective upon Governor & Council approval. 100% Drinking Water and Groundwater Trust Fund.

Funding is available in the following account:

	<u>FY 2023</u>
03-44-44-444010-7428-301-504059	\$1,176,800
Dept. Environmental Services, Drinking Water and Groundwater Trust, Loans	

EXPLANATION

Hooksett Village Water Precinct requested a total of \$2,050,000 in funding from NHDES for needed drinking water system improvements. NHDES, through the American Rescue Plan Act of 2021 (ARPA) funds and the Drinking Water and Groundwater Trust Fund (DWGTF) has offered Hooksett Village Water Precinct (Precinct) \$2,050,000 in a combination of grant and loan funds for the proposed project.

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

The DWGTF was created in 2016, using \$276 million of MtBE trial judgement funds, as authorized by RSA 485-F. The purpose of the Trust Fund is to provide sustainable, long-term funding for the protection, preservation, and enhancement of the drinking water and groundwater resources of the state. The Drinking Water and Groundwater Advisory Commission was established to administer the Trust Fund and to provide guidance to the State on the use of the Trust Fund. On December 13, 2021, the Advisory Commission voted to authorize \$1,394,800 in grant and loan funding for the Hooksett Village Water Precinct New Pump House & Distribution System Project.

The Precinct will use the DWGTF grant and loan, and the ARPA grant to make distribution system improvements that are needed on the west side of the river to relieve a bottleneck in the Pinnacle Street area that are restricting flow from the West Quarry Tank.

If these funds become no longer available, General funds will not be requested to support this program. This agreement has been approved by the Attorney General's Office as to form, substance, and execution.

We respectfully request your approval of this item.

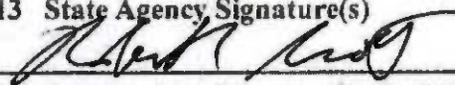

Robert R. Scott
Commissioner



GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name Department of Environmental Services		1.2. State Agency Address 29 Hazen Drive, P.O. Box 95 Concord, NH 03302-0095	
1.3. Grantee Name Hooksett Village Water Precinct		1.4. Grantee Address 7 Riverside Street Hooksett NH 03106	
1.5. Grantee Phone # (603) 485-3392	1.6. Account Number 03-44-44-444010-7428-073 03-44-44-440010-2478-072	1.7. Completion Date June 1, 2024	1.8. Grant Limitation \$ 873,200
1.9. Grant Officer for State Agency Erin Holmes (erin.l.holmes@des.nh.gov)		1.10. State Agency Telephone Number (603) 271-8321	
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 Mike Heidorn, HVWP Supt.	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Robert R. Scott, Commissioner Department of Environmental Services	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: 		Assistant Attorney General, On: 8/26/2022	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

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

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 OF AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. **EVENT OF DEFAULT: REMEDIES**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule, or
- 11.1.2 Failure to submit any report required hereunder, or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder, or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement; effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions; the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice
13. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials MH

Date 7/7/22

- 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 intent 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.

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 Unique Entity Identifier (Unique Entity ID), and all applicable Executive Compensation Data information as required under the FFATA. A Unique Entity ID may be obtained by visiting <https://www.sam.gov>.

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

Grantee Initials MH
Date 7/7/22



for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

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

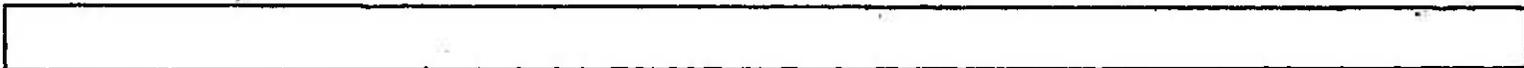
In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, NHDES may collect and review information from subrecipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations,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

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

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

Subrecipient shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 C.F.R. Part 1532. subrecipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled "Covered Transactions," and 2 C.F.R.

Grantee Initials MH
Date 7/7/22



§ 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

Grantee Initials MH
Date 7/7/22

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
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

Grantee Initials MH
 Date 7/7/22



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

All Clean Water and Drinking Water infrastructure projects:

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

For water and sewer projects:

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

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

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

III. OTHER SPECIAL PROVISIONS

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

1. **Financial management.** The Contractor shall comply with 2 CFR part 200 Subpart D and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.
2. **Allowable costs.** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 2 CFR part 200 Subpart E.
3. **Property Management.** The Contractor shall comply with the property management and

Grantee Initials MH
Date 7/7/22



procedures detailed in 2 CFR Part 200 Subpart D:

4. **Restrictions on Lobbying.** The Contractor shall comply with the terms of 15 CFR part 28 and 2 CFR Part 200 Subpart E which prohibit the use of federal Contract funds to influence (or attempt to influence) a federal employee and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if nonfederal funds have been used to influence (or attempt to influence) a federal employee.
 5. **Drug-Free Workplace.** The Contractor shall comply with the terms of 2 CFR part 1329 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.
 6. **Protection for Whistleblowers.** The Contractor shall comply with the terms of 41 U.S.C. §471 regarding Whistleblower protections. As described in 41 USC §471 "an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant; a gross waste of Federal funds; an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant."
- B. Other Changes to Standard Contract/Grant Agreements**
1. Project-related changes to the Scope of Services outlined in Exhibit B require NHDES approval in advance and if applicable as determined by NHDES, may require approval by the Drinking Water and Groundwater Advisory Commission and a grant amendment subject to approval by the Governor and Executive Council.
 2. Work must be completed and request for reimbursement must be made by the completion date listed on the grant agreement (section 1.7).

EXHIBIT B
SCOPE OF SERVICES

The Hooksett Village Water Precinct will use these funds in conjunction with other funding sources for construction of a new water storage tank and associated transmission main on the Daniel Webster Highway and approximately 1,800 linear feet of distribution system improvements in the Vista Drive area. Grant funds will be used to complete the design, public bidding, construction, and engineering oversight of the construction contract for the project.

Grantee Initials MH
Date 7/7/22



As a requirement of this grant funding, the Precinct is required to develop and adhere to an asset maintenance and renewal plan for the funded improvements and provide documentation supporting compliance with this requirement.

EXHIBIT C
METHOD OF PAYMENT

The NHDES shall pay to the Grantee the total reimbursable program costs up to \$2,050,000 for eligible drinking water improvements costs not to exceed the total Grant Limitation of \$873,200 in accordance with the following requirements:

Reimbursement requests for program costs shall be made no more than once per calendar month by the Grantee using the American Rescue Plan Act (ARPA) Disbursement form or Drinking Water and Groundwater Trust Fund (DWGTF) Disbursement Form as supplied by the NHDES, which shall be completed and signed by the Grantee. The disbursement form shall be accompanied by proper supporting documentation based upon direct costs. The Grantee will maintain adequate documentation to substantiate all Program related costs. All work shall be performed to the satisfaction of the NHDES before payment is made.

The funding for Hooksett's project costs is a combination of an ARPA grant of \$655,200, a DWGTF grant of \$218,000, a DWGTF loan of \$1,176,800, and \$414,000 in local funds. Each disbursement request will be paid 100% of eligible expenses as ARPA grant funds not to exceed \$655,200. To the greatest extent practicable, ARPA funds shall be fully disbursed prior to disbursing other funds. In concert with the Precinct's DWGTF loan and local funds, each DWGTF grant disbursement request will be paid 12% of eligible expenses, 65% DWGTF loan funds and 23% local funds. The total DWGTF grant reimbursement shall not to exceed the grant award of \$218,000.

Changes to the Scope of Services require NHDES approval in advance. All work must be completed prior to the completion date (section 1.7) in this Grant Agreement to be eligible for reimbursement.

Grantee Initials: MH
Date: 7/7/22





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



Drinking Water & Groundwater Bureau Sustainability Grants,
Drinking Water & Groundwater Trust Fund (DWGTF),
PFAS Remediation Loan Fund (PFAS-RLF), And American Recovery Plan Act (ARPA)

Env-Dw 1300; Env-Dw 1400

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

- Completed and signed by someone other than the person being given authority.
- Must be notarized.
- Original is required for submittal.

Certificate of Vote of Authorization
HOOKSETT VILLAGE WATER PRECINCT
7 Riverside Street, Hooksett, NH 03106

I, Todd Smith of the Hooksett Village Water Precinct do hereby certify that at a meeting held on February 22, 2022, the Board of Water Commissioners voted to enter into a ARPA and DWGTF grant agreement with the New Hampshire Department Environmental Services to fund a water system improvement project.

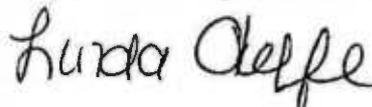
The Hooksett Village Water Precinct further authorized the Supt. Michael Heidorn and/or Asst. Supt. Matthew Norris to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Chair of Hooksett Village Water Precinct, the 7th day of July 2022.

Todd Smith, Signature: 
STATE OF NEW HAMPSHIRE, County of Merrimack

On this 7th day of July 2022, Linda O'Keefe, before me (Notary Public) the undersigned Officer, personally appeared. Todd Smith, who acknowledged himself to be the Chair (TITLE) of Hooksett Village Water Precinct, being authorized so to do, execute the foregoing instrument for the purpose therein contained.

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

Notary Public 

My commission expires:

Linda C O'Keefe
Notary Public State of New Hampshire
My Commission Expires May 6 2025

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/04/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FIA/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Carle Morgan PHONE (A.C. No. Ext.): (603) 669-3218 FAX (A.C. No.): (603) 645-4331 E-MAIL ADDRESS: manch.certs@crossagency.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Selective Insurance Co. of SC	NAIC # 19259
INSURED: Hooksett Village Water District 7 Riverside St Hooksett NH 03106-1521		INSURER B: Selective Way Insurance Co	NAIC # 26301
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 22-23 All Lines **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR RSTD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		S2332274	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 AEO EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS, NON-OWNED AUTOS ONLY		S2332274	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		S2332274	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	WC9058098 (Ja.) NH	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000
A	Public Officials Liability		S2332274	01/01/2022	01/01/2023	Per Claim Limit \$1,000,000 Aggregate Limit \$2,000,000 Deductible per claim \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NH Department of Environmental Services is included as additional insured with respects to the CGL as required by executed written contract with the above named insured.

James O'Brien; Anthony Amato & Michael Jachs excluded from workers compensation coverage. Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER State of New Hampshire, Department of Environmental Services 29 Hazen Drive Concord NH 03302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

1 State. The State shall approve the amount requested if it determines that the costs covered by the
2 request are eligible under the Rules, as applicable, and consistent with the purposes of RSA 485-F
3 and with the project application as approved by the N.H. Drinking Water and Groundwater
4 Advisory Commission. Such approval shall be within the sole discretion of the State but shall not
5 be unreasonably withheld. The total reimbursement shall not exceed the loan amount of
6 \$1,176,800. Interest on each Disbursement shall accrue on the outstanding principal balance from
7 the date of the Disbursement at the rate of 1% per annum computed on the basis of 30-day months
8 and 360-day years until the date of Substantial Completion of the Project or the date of Scheduled
9 Completion as noted in Paragraph VI, whichever is earlier. At the option of the Loan Recipient,
10 such interest may be paid (1) prior to the commencement of Loan repayment, (2) at the time of the
11 first Loan repayment, or (3) by adding the charges to the outstanding principal Loan balance so
12 long as the Loan Recipient's authority to borrow is not exceeded.

13
14 IV. The aggregate of the Disbursements shall be consolidated by a Promissory Note (Note) of the
15 Loan Recipient in a Supplemental Loan Agreement issued under and in accordance with the
16 applicable provisions of this Agreement and the Municipal Finance Act, RSA 33, as amended and
17 supplemented, including the provisions of RSA 485-F. The Note shall be substantially in the form
18 of Exhibit B.

19
20 V. The interest rate applicable to the Note will be 1.57%.

21
22 VI. The Loan Recipient hereby authorizes the State to compute the payments of principal and
23 interest on the Note. The principal shall be paid in full within twenty (20) years from the date of
24 the Note. Note payments shall commence within one year of the Substantial Completion date of
25 the Project or the Scheduled Completion date of the project, whichever is earlier. The Scheduled

1 Completion date is hereby determined to be June 1, 2024; however, should the project experience
2 an excusable delay, an extension may be granted by the Commissioner of the Department of
3 Environmental Services upon request in writing by the Loan Recipient.

4
5 VII. The Loan Recipient reserves the right to prepay, at any time and without penalty, all or any
6 part of the outstanding principal or interest of the Note.

7
8 VIII. In the event of a default in the full and timely remittance of any Note payment, any State
9 Grant funds payable to the Loan Recipient under RSA 486-A may be offset against and applied to
10 the payment of any obligations that are due hereunder. The Loan Recipient agrees to be liable for
11 all costs of collection, legal expenses, and attorney's fees incurred or paid by the State in enforcing
12 this Agreement or in collecting any delinquent payments due hereunder.

13
14 IX. No delay or omission on the part of the State in exercising any right hereunder shall operate
15 as a waiver of such right or of any other right under this Agreement. A waiver on any one occasion
16 shall not be construed as a bar to any right and/or remedy on any future occasion.

17
18 X. The Loan Recipient agrees to comply, and to require all of its contractors to comply, with all
19 applicable state requirements contained in the Rules and applicable state and federal laws.

20
21 XI. The Loan Recipient is required to develop an asset maintenance and renewal plan for the
22 assets(s) being funded under the loan or incorporate the funded asset(s) into an existing asset
23 management plan. At a minimum, the plan must include a commitment to asset management,
24 financing and implementation strategy and an inventory of the funded asset(s).

1 XII. The Loan Recipient agrees to permit an authorized representative of the State of New
2 Hampshire to have access to and the right to:

3

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

7

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

9

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

12

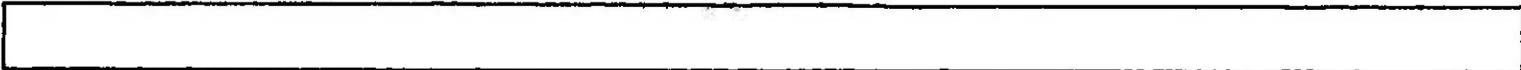
13 XIV. The effective date of this Agreement shall be the date of its approval by the Governor and
14 Executive Council. This Agreement may be amended, waived, or discharged only by a written
15 instrument signed by the parties hereto and only after approval of such amendment, waiver, or
16 discharge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

17

18 XV. This Agreement shall be construed in accordance with the laws of the State of New
19 Hampshire and is binding upon and inures to the benefit of the parties and their respective
20 successors. The parties hereto do not intend to benefit any third parties and, consequently, the
21 Agreement shall not be construed to confer any such benefit.

22

23 XVI. This Agreement, which may be executed in a number of counterparts, each of which shall
24 be deemed an original, constitutes the entire agreement and understanding between the parties



1 and supersedes all prior agreements and understandings relating thereto. Nothing herein shall be
2 construed as a waiver of sovereign immunity; such immunity being hereby specifically reserved.

3
4
5

6 STATE OF NEW HAMPSHIRE by: HOOKSETT VILLAGE WATER PRECINCT,
7 NEW HAMPSHIRE by:

8  8/9/22  7/7/22
Robert R. Scott Date Todd Smith, Chairman Date
Commissioner Board of Commissioners
Department of Environmental Services Hooksett Village Water Precinct

9
10
11
12
13
14
15
16
17

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



EXHIBIT A

**STATE OF NEW HAMPSHIRE
DRINKING WATER AND GROUNDWATER TRUST FUND**

PROJECT DESCRIPTION

The Hooksett Village Water Precinct will use these funds in conjunction with other funding sources for construction of a new water storage tank and associated transmission main on the Daniel Webster Highway and approximately 1,800 linear feet of distribution system improvements in the Vista Drive area. Loan funds will also be used to complete the design, public bidding, construction, and engineering oversight of the construction contract for the project.



1 **EXHIBIT B**

2 **STATE OF NEW HAMPSHIRE**
3 **DRINKING WATER AND GROUNDWATER TRUST FUND**

4 **PROMISSORY NOTE AND REPAYMENT SCHEDULE**

5
6 The Hooksett Village Water Precinct, New Hampshire (Loan Recipient) promises to
7 pay to the Treasurer of the State of New Hampshire the principal sum of
8 _____ Dollars (_____) in installments on (Month, Day) in
9 each year as set forth below, with interest on the entire unpaid balance payable on the first principal
10 payment date and annually, thereafter, at the rate of ____% per annum, computed on the basis of
11 30-day months and 360-day years, in the respective years set forth below.

12
13 **REPAYMENT SCHEDULE**

14 **Payment Date Principal Payment Interest Payment Total Payment**

15 1
16 2
17 3
18 4
19 5
20 6
21 7
22 8
23 9
24 10
25 11



1 12
2 13
3 14
4 15
5 16
6 17
7 18
8 19
9 20

10

11 This Promissory Note (Note) is issued under and by virtue of the New Hampshire
12 Municipal Finance Act, an agreement duly entered into by the Loan Recipient and the Drinking
13 Water and Groundwater Trust Fund and is issued for the purpose of financing the cost of the
14 Project as described in Exhibit A of the Supplemental Loan Agreement (Agreement).

15

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

18

19 The terms and provisions of the Agreement are hereby incorporated in and made a part of
20 this Note to the same extent as if said terms and provisions were set forth in full herein.

21

22 It is hereby certified and recited that all acts, conditions, and things required to be done
23 precedent to and in the issuing of this Note have been done, have happened, and have been
24 performed in regular and due form and, for the payment hereof when due, the full faith and credit
25 of the Loan Recipient are hereby irrevocably pledged.



