GMC

The State of New Hampshire

# Department of Environmental Services

**Robert R. Scott, Commissioner**

55A

July 29, 2024

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 grant (PO# 1086616) to the Town Line Village Cooperative, Inc. (VC# 393525-B001), Holderness, NH, by increasing the grant amount by $75,000, from $1,963,800 to $2,038,800, for water system improvements under the provisions of RSA 485:F, effective upon Governor and Council approval through May 31, 2025. The original grant was approved by Governor and Council on June 29, 2022, Item #135. 100% Drinking Water and Groundwater Trust Fund (DWGTF).

Funding is available in the following account:

| | FY 2025 |
|---|---|
| 03-44-44-444010-7428-073-500579 | $75,000 |

Dept. Environmental Services, Drinking Water and Groundwater Trust Fund, Grants Non-Federal

## EXPLANATION

We are requesting approval of this amendment in order to provide the Town Line Village Cooperative, Inc. additional funds to complete the agreed-upon scope of services. The project includes distribution system replacement, installation of isolation valves, blow offs, and curb stops, construction of a new pump house and storage tanks to resolve confined-space issues, and installation of new booster pumps and electrical equipment. Additional funds are required due to increased project costs related to final paving of the construction area. The original funding approved by Governor and Council on June 29, 2022, was for a $1,938,800 American Rescue Plan Act (ARPA) grant ($1,000,000 for drinking water infrastructure and $938,800 for wastewater improvements), a $25,000 Drinking Water and Groundwater Trust Fund (DWGTF) grant, and a $25,000 DWGTF loan. The Drinking Water and Groundwater Advisory Commission approved the requested $75,000 in additional funding on April 15, 2024, to cover the increased project costs due to high bids. To date, $1,158,834 of the $1,988,800 grant and loan funds have been spent.

In the event these funds become no longer available, general funds will not be requested to support this project. This 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

NHDES Website: www.des.nh.gov
P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095
Telephone: (603) 271-2513 • Fax: (603) 271-5171 • TDD Access: Relay NH 1-800-735-2964

**Town Line Village Cooperative, Inc.**
**American Rescue Plan Act (ARPA) Grant**
**Drinking Water and Groundwater Trust Fund (DWGTF)**
**Amendment #1**

This Agreement (hereinafter called the Amendment) 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 Town Line Village Cooperative, Inc., acting by and through their Vice President, Scott Melanson (hereinafter referred to as the Grantee).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on June 29, 2022, Item #135, 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 Grant Limitation as set forth in sub-paragraph 1.8 of the Agreement shall be changed from $1,963,800 to $2,038,800.

(B) Delete Exhibit C and replace with Exhibit C – Amendment #1. Exhibit C – Amendment #1 is attached hereto and incorporated into this amendment and agreement by reference.

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.

TOWN LINE VILLAGE COOPERATIVE, INC.

By Scott Melanson V.P 5/19/2024

Scott Melanson, Vice President Date

STATE OF NEW HAMPSHIRE
COUNTY OF Grafton

On this the 19 day of may 2024, before the undersigned officer, personally appeared Scott Melanson V.P 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 A Glidden

My Commission Expires:

NANCY GLIDDEN
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
November 18, 2025

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By: 7/15/24

Robert R. Scott, Commissioner Date

Approved by Attorney General this 18th day of July 2024, as to form, substance and execution.

OFFICE OF ATTORNEY GENERAL

Town Line Village Cooperative, Inc.
American Rescue Plan Act (ARPA)
Drinking Water and Groundwater Trust Fund (DWGTF)

## Exhibit C- Amendment #1
## METHOD OF PAYMENT

The NHDES shall pay to the Grantee the total reimbursable program costs up to $1,100,000 for eligible drinking water improvements costs and up to $938,800 for eligible wastewater improvement costs not to exceed the Grant Limitation of $2,038,800 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 eligible drinking water improvement costs is a combination of an ARPA grant of $1,000,000, a DWGTF grant of $100,000, and a DWGTF loan of $25,000. Each disbursement request will be paid 100% of eligible expenses as ARPA grant funds not to exceed $1,000,000. To the greatest extent practicable, ARPA funds shall be fully disbursed prior to disbursing DWGTF grant funds. In concert with the Town Line Village Cooperative, Inc.'s DWGTF loan of $25,000, each disbursement will be paid 80% DWGTF grant funds and 20% DWGTF loan funds. The total reimbursement shall not exceed the grant award of $100,000. DWGTF grant funds shall not be used for any costs associated with wastewater system improvements.

The funding for eligible wastewater system improvement costs is an ARPA grant of $938,800. Each disbursement request will be paid 100% of eligible wastewater improvement expenses as ARPA grant funds not to exceed $938,800.

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.



Initials S.M
Date 5/14/2024

NEW HAMPSHIRE DEPARTMENT OF Environmental Services

# CERTIFICATE OF VOTE OF AUTHORIZATION
# INFRASTRUCTURE PROJECTS
# GRANTS ONLY

American Rescue Plan Act (ARPA)

A Certificate of Vote of Authorization is a certificate that states that a grant applicant is willing to enter into a grant agreement with the State of NH Department of Environmental Services and that whoever signs the Grant Agreement (provided under separate cover) has the authority to do so. The Certificate must be signed and notarized on the same date as, or within 30 days of, the Grant Agreement signature. **This is a three-person form: Person Completing this Form, Authorized Representative, and a Public Notary.**

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

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## Certificate of Vote of Authorization

TOWN LINE VILLAGE COOPERATIVE
1 Easy Street, Holderness, NH 03245

I, Sheryl Follansbee of the Town Line Village Cooperative do hereby certify that at a meeting held on May 3rd, 2024, the Board of Directors 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/wastewater improvement project.

The Town Line Village Cooperative further authorized the Board Vice President, Scott Melanson to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Board President of Town Line Village Cooperative, the 3rd day of May 2024.

Sheryl Follansbee Signature: _____
STATE OF NEW HAMPSHIRE, County of Grafton

On this 3rd day of May 2024, Nancy Glidden, before me (Notary Public) the undersigned Officer, personally appeared. Sheryl Follansbee, who acknowledged herself to be the Board President of Town Line Village Cooperative, 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. Nancy A Glidden

Notary Public Nancy Glidden My commission expires: _____

**NANCY GLIDDEN**
**NOTARY PUBLIC**
**State of New Hampshire**
**My Commission Expires**
**November 18, 2025**

NANCY CLIDDEN
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
My Commission Expires
November 18, 2032

# State of New Hampshire

# Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that TOWN LINE VILLAGE COOPERATIVE, INC. is a New Hampshire Consumer Cooperative registered to transact business in New Hampshire on April 09, 2008. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **594535**

Certificate Number: **0006692209**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 20th day of May A.D. 2024.

David M. Scanlan

Secretary of State

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/28/2024

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
Melcher & Prescott Insurance
426 Main Street
Laconia NH 03246

CONTACT NAME: Cortney Jacques
PHONE (A/C, No, Ext): (603) 524-4535 FAX (A/C, No):
E-MAIL ADDRESS: cjacques@melcher-prescott.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Central Mutual Insurance Co | 20230 |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
Town Line Village Co-op Inc
201 Loudon Rd
201 Loudon Rd
Concord NH 03301-6081

**COVERAGES** **CERTIFICATE NUMBER:** CL2452812514 **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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | CLP 8952613 | 05/31/2024 | 05/31/2025 | EACH OCCURRENCE | $ 2,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 300,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 2,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 4,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 4,000,000 |
| | | | | | | | Hired/borrowed | $ 2,000,000 |
| | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | | [ ] PER STATUTE [ ] OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |

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

**CERTIFICATE HOLDER**

State of NH Dept of Environmental Services
29 Hazen Drive
Concord NH 03302-0095

**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

Cortney Jacques

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**TOWN LINE COOPERATIVE**

May 20, 2024

To Whom it May Concern:

Please be advised that Town Line Cooperative does not currently have any employees. Our Cooperative is governed by a volunteer Board of Directors. All water system operations are currently contracted. For these reasons, we do not carry a Workman's Compensation policy.

Please feel free to reach out with any additional questions or concerns,

Sincerely, Scott Melanson V.P

Scott Melanson, Vice President

The State of New Hampshire
# Department of Environmental Services

Robert R. Scott, Commissioner

May 25, 2022

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

APPROVED G & C
DATE 29 June 2022
ITEM # 135

**REQUESTED ACTIONS**

1. Authorize the New Hampshire Department of Environmental Services (NHDES) to award a grant to Town Line Village Cooperative, Inc. (VC #393525-B001), Holderness, NH, in the amount not to exceed $1,963,800 for water and wastewater system improvements, 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 May 31, 2025. 99% Federal Funds, 1% Drinking Water and Groundwater Trust Funds (DWGTF ).

   Funding is available in the following accounts:

| | FY 2022 |
|---|---|
| 03-44-44-440010-2476-072-500574<br>Dept Environmental Services, ARPA Program, Grants Federal<br>Activity Code: 00FRF602WB4401M | $1,938,800 |
| 03-44-44-444010-7428-073-500580<br>Dept Environmental Services, DWGTF, Grants Non-Federal | $25,000 |
| Total: | $1,963,800 |

2. Authorize NHDES to approve a DWGTF loan agreement with Town Line Village Cooperative, Inc. (VC #393525-B001), Holderness, NH, in the amount not to exceed $25,000 to finance water system improvements, subject to the conditions as outlined in documents substantially in the form presented, under the 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 Funds.

   Funding is available in the following account:

| | FY 2022 |
|---|---|
| 03-44-44-444010-7428-301-504059<br>Dept Environmental Services, DWGTF, Loans Non-Federal | $25,000 |

**EXPLANATION**

NHDES selected awardees for the Disadvantaged Communities Grant Assistance for Drinking Water and Wastewater System Improvements Program from pre-applicants to the Drinking Water and Clean Water State Revolving Fund loan programs for 2021 who met the criteria established by being a resident owned community/manufactured home cooperative in the state meeting affordability criteria of having a median household income (MHI) less than the statewide average with at least 50% of the residential units occupied at least six months of the year by a population meeting this criterion. Eight communities had applied for loan funds and were offered grant funding through this program of up to $1,000,000 for drinking water and $1,000,000 for wastewater projects.

Town Line Village Cooperative requested a total of $1,988,800 in funding from NHDES for needed water and wastewater system improvements. NHDES, through the American Rescue Plan Act of 2021 (ARPA) funds has offered Town Line Village Cooperative $1,000,000 for drinking water improvements and $938,800 for wastewater improvements.

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

In accordance with the final rule from the US Treasury Department for water and wastewater infrastructure investments, project eligibility is aligned with the Environmental Protection Agency's Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF). This project is an eligible CWSRF and DWSRF infrastructure project. The ARPA grant funds will be expended first and the total amount of ARPA funds disbursed may not exceed $1,938,800. 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.

Town Line Village Cooperative requested an additional $50,000 in funding to finance the drinking water system improvements from the Drinking Water and Groundwater Trust Fund (DWGTF). The DWGTF was created in 2016 using $276 million of MtBE trial judgement funds, as authorized by RSA 485:F. The Drinking Water and Groundwater Advisory Commission approved the Cooperative's funding request for a $25,000 loan and $25,000 grant on December 13, 2021. The DWGTF grant and loan funds shall only be used for eligible costs related to the drinking water system improvement project. The final grant and loan amounts will be based on the total DWGTF funds disbursed and may be less than the approved amounts.

Town Line Village Cooperative will use the grant funding to make water and wastewater system improvements. Drinking water improvements funded by ARPA and the DWGTF will include replacement

of the water distribution system which is in poor condition and lacks adequate isolation valves, blow offs and curb stop valves for proper operation and maintenance. The project also includes elimination of the confined-space pump houses and construction of a new pump house with upgraded storage tanks, meters, electrical system, energy efficient variable frequency drive (VFD) pumps, booster pumps, and SCADA system with remote alarms. Wastewater improvements funded by ARPA only will include replacement and upgrades to leach fields and septic system components in the existing on-site subsurface disposal systems.

In the event that federal funds become no longer available, General funds will not be requested to support this program. The grant 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

RECEIVED
MAY 6 2022
DES-WEB

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>Department of Environmental Services | | **1.2. State Agency Address**<br>29 Hazen Drive, P.O. Box 95<br>Concord, NH 03302-0095 | |
| **1.3. Grantee Name**<br>Town Line Village Cooperative, Inc. | | **1.4. Grantee Address**<br>1 Easy Street, Holderness, NH, 03245 | |
| **1.5 Grantee Phone #**<br>603-707-9904 | **1.6. Account Number**<br>03-44-44-440010-2476-072<br>03-44-44-444010-7428-073 | **1.7. Completion Date**<br>5/31/2025 | **1.8. Grant Limitation**<br>$ 1,963,800.00 |
| **1.9. Grant Officer for State Agency**<br>Sarah Ridyard, Environmental Program Manager | | **1.10. State Agency Telephone Number**<br>(603) 271-8484 | |
| 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>Scott Melanson, Board Vice President | |
| **Grantee Signature 2**<br>N/A | | **Name & Title of Grantee Signor 2**<br>N/A | |
| **Grantee Signature 3**<br>N/A | | **Name & Title of Grantee Signor 3**<br>N/A | |
| **1.13 State Agency Signature(s)** | | **1.14. Name & Title of State Agency Signor(s)**<br>Robert R. Scott, Commissioner<br>Department of Environmental Services | |
| **1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)**<br>**By:** **Assistant Attorney General, On:** 6/1/2022 | | | |
| **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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Date 5/4/2011

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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Date 5/4/2006

# 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.

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**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

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through 2 CFR 200.320.

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

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

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

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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 |

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| | |
|---|---|
| 5.6 | Clean Water: Stormwater |
| 5.7 | Clean Water: Energy Conservation |
| 5.8 | Clean Water: Water Conservation |
| 5.9 | Clean Water: Nonpoint Source |
| 5.10 | Drinking water: Treatment |
| 5.11 | Drinking water: Transmission & Distribution |
| 5.12 | Drinking water: Transmission & Distribution: Lead Remediation |
| 5.13 | Drinking water: Source |
| 5.14 | Drinking water: Storage |
| 5.15 | Drinking water: Other water infrastructure |

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

All Clean Water and Drinking Water infrastructure projects:

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

For water and sewer projects:

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

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

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

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## *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."

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# EXHIBIT B
# SCOPE OF SERVICES

Town Line Village Cooperative (COOP) will use a combination of the American Rescue Plan Act (ARPA) and Drinking Water and Groundwater Trust Fund (DWGTF) grant funds to make improvements to their drinking water and wastewater systems.

Drinking water improvements funded by ARPA and the DWGTF will include replacement of the water distribution system which is in poor condition and lacks adequate isolation valves, blow offs and curb stop valves for proper operation and maintenance. The project also includes elimination of the confined-space pump houses and construction of a new pump house with upgraded storage tanks, meters, electrical system, energy efficient variable frequency drive (VFD) pumps, booster pumps, and SCADA system with remote alarms. Drinking water project work funded by this grant will be in accordance with applicable New Hampshire Code of Administrative Rules Env-Dw 400.

Wastewater improvements funded by ARPA only will include replacement and upgrades to leach fields and septic system components in the existing on-site subsurface disposal systems. Grant funds will be used to fund final design and engineering, preparation of bid documents, public bidding, construction and engineering oversight of the construction contract for the project. Subsurface system project work funded by this grant will be in accordance with and to be approved under the provisions of New Hampshire Code of Administrative Rules Env-WQ 1000.

Prior to completion of the project, the COOP shall provide the required documents to demonstrate the technical, managerial and financial capacity to ensure the long-term operation and maintenance of the funded improvements. This includes the following:

- Development, submittal, and adhere to a Small Water System Asset Management Business Plan or a Fiscal Sustainability Plan.
- Submittal of certification of completion of an applicable training program by the board member authorized by the COOP.
- An updated rate analysis which is incorporated into the Small Water System Business Plan or a Fiscal Sustainability Plan.
- A water conservation plan.
- Record drawings.
- Documentation demonstrating that the COOP has segregated general COOP fees and utility fees to develop a reserve for future drinking water and wastewater capital improvements.

Grantee Initials SM
Date 5/4/2022

# EXHIBIT C
# METHOD OF PAYMENT

The NHDES shall pay to the Grantee the total reimbursable program costs up to $1,025,000 for eligible drinking water improvements costs and up to $938,800.00 for eligible wastewater improvement costs not to exceed the Grant Limitation of $1,963,800 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 eligible drinking water improvement costs is a combination of an ARPA grant of $1,000,000, a DWGTF grant of $25,000 and a DWGTF loan of $25,000. Each disbursement request will be paid 100% of eligible expenses as ARPA grant funds not to exceed $1,000,000. To the greatest extent practicable, ARPA funds shall be fully disbursed prior to disbursing DWGTF grant funds. In concert with the Town Line Village Cooperative, Inc.'s DWGTF loan of $25,000, each disbursement will be paid 50% DWGTF grant funds and 50% DWGTF loan funds. The total reimbursement shall not exceed the grant award of $25,000. DWGTF grant funds shall not be used for any costs associated with wastewater system improvements.

The funding for eligible wastewater system improvement costs is an ARPA grant of $938,800. Each disbursement request will be paid 100% of eligible wastewater improvement expenses as ARPA grant funds not to exceed $938,800.

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 SM
Date 5/4/2022

# State of New Hampshire

# Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that TOWN LINE VILLAGE COOPERATIVE, INC. is a New Hampshire Consumer Cooperative registered to transact business in New Hampshire on April 09, 2008. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 594535

Certificate Number: 0005763749

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 20th day of April A.D. 2022.

David M. Scanlan

Secretary of State

NEW HAMPSHIRE DEPARTMENT OF Environmental Services

# CERTIFICATE OF VOTE OF AUTHORIZATION
## INFRASTRUCTURE PROJECTS GRANTS ONLY

American Rescue Plan Act (ARPA)

RECEIVED
MAY - 6 2022
DES-WEB

A Certificate of Vote of Authorization is a certificate that states that a grant applicant is willing to enter into a grant agreement with the State of NH Department of Environmental Services and that whoever signs the Grant Agreement (provided under separate cover) has the authority to do so. The Certificate must be signed and notarized on the same date as, or within 30 days of, the Grant Agreement signature. **This is a three-person form: Person Completing this Form, Authorized Representative, and a Public Notary.**

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

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## Certificate of Vote of Authorization

TOWN LINE VILLAGE COOPERATIVE
1 EASY STREET, HOLDERNESS, NH 03245

I, Sheryl Follansbee of the Town Line Village Cooperative do hereby certify that at a meeting held on February 16, 2022, the Town Line Village Cooperative Board voted to enter into a ARPA and DWGTF grant agreement with the New Hampshire Department Environmental Services to fund a Wastewater & Drinking Water improvement project.

The Town Line Village Cooperative further authorized the Board Vice President, Scott Melanson to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Board President of Town Line Village Cooperative, the 4th day of May 2022.

Sheryl Follansbee Signature:
STATE OF NEW HAMPSHIRE, County of Grafton

On this 4th day of May 2022, Nancy Glidden, before me (Notary Public) the undersigned Officer, personally appeared. Sheryl Follansbee, who acknowledged herself to be the Board President of Town Line Village Cooperative, 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:

**NANCY GLIDDEN**
**NOTARY PUBLIC**
**State of New Hampshire**
**My Commission Expires**
**November 18, 2025**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/18/2022

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
Melcher & Prescott Insurance
426 Main Street
Laconia NH 03246

CONTACT NAME: Heather Lemieux
PHONE (A/C, No, Ext): (603) 524-4535 FAX (A/C, No):
E-MAIL ADDRESS: hlemieux@melcher-prescott.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Preferred Mutual Insurance Co. | 15024 |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
Town Line Village Co-op, Inc.
c/o Hodges Companies
201 Loudon Rd
Concord NH 03301

COVERAGES CERTIFICATE NUMBER: CL2221808672 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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | | CPP0100604213 | 07/20/2021 | 07/20/2022 | EACH OCCURRENCE | $ 2,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 2,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 4,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 4,000,000 |
| | | | | | | | TOT | $ |
| | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | [ ] PER STATUTE [ ] OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |

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

Certificate Holder is included as Additional Insured as respects General Liability for premises and operations

CERTIFICATE HOLDER

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

Heather Lemieux

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April 20th, 2022

To Whom it May Concern,

Please be advised that Town Line Village Cooperative does not currently have any employees. Our Cooperative is governed by a five person Board of Directors. Any operations and maintenance required of both our water and wastewater systems are currently contracted. For these reasons ,we do not carry a Workman's Compensation policy.

Please feel free to reach out with any additional questions or concerns,

Sincerely,

Sheryl Follansbee, President

Board of Directors

Town Line Village Cooperative