

The State of New Hampshire
Department of Environmental Services 89



Robert R. Scott, Commissioner

March 24, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to amend an American Rescue Plan Act (ARPA) grant (PO#1094741) to the Soda Brook Cooperative, Inc. (VC#159280-B001) Northfield, NH, by increasing the grant limitation by \$16,000 to \$116,000 from \$100,000, and extending the completion date to June 1, 2026 from May 1, 2025 for water system improvements. The original grant was approved by Governor and Council on August 2, 2023, Item #59, and amended on September 25, 2024, item #5S. 100% Federal Funds.

Funding is available in the account as follows:

FY 2025

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

\$16,000

Dept Environmental Services, ARPA DES Loans, Grants Federal
Activity Code: 00FRF602WB4401M

EXPLANATION

The Soda Brook Cooperative (Cooperative) had originally requested a total of \$100,000 in ARPA grant funding for needed water system improvements. We are requesting approval of this amendment to provide the Cooperative \$16,000 in additional ARPA grant funds to complete additional water system improvements, including the replacement of a new generator and improvements to the drinking water system's water storage tank. Approval is also being requested to amend the project's schedule completion date to complete the agreed upon scope of services.

The initial extension was required due to a change in contractors. Another extension of the completion date is needed because the planned upgrade to the pump house heating system will require trenching for propane lines that cannot be completed until the spring of 2025, and for the additional generator replacement work now planned with the additional \$16,000 in ARPA grant funds. The extension includes additional time in the event there are any unexpected project delays. To date, \$83,399 of the original \$100,000 grant has been spent.

In the event federal funds become no longer available, general funds will not be requested to support this program. 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

**Grant Agreement with the Soda Brook Cooperative, Inc.
American Rescue Plant Act (ARPA) Grant
Amendment No. 2**

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 Soda Brook Cooperative, Inc. acting by and through its President, Alice Smith and Maintenance Operations, Wendy Cheney (hereinafter referred to as the Grantee).

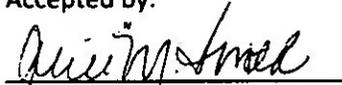
WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on August 2, 2023, and amended on September 25, 2024, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the 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 May 1, 2025 to June 1, 2026.
 - (B) The Grant Limitation as set forth in sub-paragraph 1.8 of the Agreement shall be changed from \$100,000 to \$116,000.
 - (C) Delete Exhibit B and replace with Exhibit B – Amendment 1. Exhibit B – Amendment 1 is attached here to and incorporated into this amendment and agreement by reference.
 - (D) 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.
2. **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.
3. **Continuance of Agreement:** Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

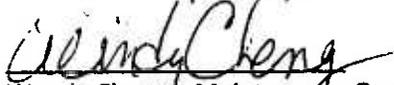
Accepted by:



Alice Smith, President
Soda Brook Cooperative, Inc.

3/18/25

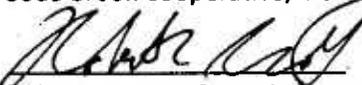
Date



Wendy Cheney, Maintenance Operations
Soda Brook Cooperative, Inc.

3/19/25

Date



Robert R. Scott, Commissioner
Department of Environmental Services

3/27/25

Date



Assistant Attorney General
Department of Justice

3/31/2025

Date

Approved as to form, substance and execution.

Soda Brook Cooperative, Inc.
ARPA Grant
Exhibit B- Amendment 1

Soda Brook Cooperative, Inc. (COOP) will use the American Rescue Plan Act (ARPA) grant funds to make improvements to their drinking water system. Drinking water improvements will include the replacement of copper pipes within the distribution system. Additional improvements may include storage tanks inspections, cleaning and either recoating or replacement as needed, and the replacement of a new generator. Grant funds will be used to fund final design and engineering, preparation of bid documents, and construction of the upgrades. Drinking water project work funded by this grant will be in accordance with applicable New Hampshire Code of Administrative Rules Env-Dw 400.

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 adherence to a Small Water System Asset Management Business 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.
- 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 capital improvements.

Grantee Initials WC
Date 3/19/25

Soda Brook Cooperative, Inc.
ARPA Grant
Exhibit C- Amendment 1

The NHDES shall pay to the Grantee the total reimbursable program costs not to exceed the grant limitation of \$116,000 for eligible drinking water improvements costs in accordance with the following requirements:

Disbursement 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 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, and track drinking water and wastewater work separately. All work shall be performed to the satisfaction of the NHDES before payment is made.

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 WC
Date 3/19/25

SODA BROOK COOPERATIVE

520 SHAKER RD #8

NORTHFIELD NH 03276

CERTIFICATE OF VOTE

I, Carol Beattie, do hereby certify that:

1. I am the Secretary of Soda Brook Cooperative
2. At a meeting held on October 11, 2022, Soda Brook Cooperative voted to accept and enter into a grant agreement with the State of New Hampshire Department of Environmental Services for a water system improvement project.
3. Further voted on March 16, 2025, to accept additional funding of \$16000.00 for generator work.
4. Soda Brook Cooperative further authorized Alice Smith, President and Wendy Cheney, Treasurer to execute any documents necessary to effectuate this grant agreement.
5. This authority has not been revoked, superseded, or amended as of the date of this certification.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of Soda Brook Cooperative on March 19, 2025.

Signature/Title: Carol Beattie / Secretary

Date: 3/18/25

1. The first part of the document is a list of names and addresses of the members of the committee.

- 1. The first part of the document is a list of names and addresses of the members of the committee.
- 2. The second part of the document is a list of names and addresses of the members of the committee.
- 3. The third part of the document is a list of names and addresses of the members of the committee.
- 4. The fourth part of the document is a list of names and addresses of the members of the committee.
- 5. The fifth part of the document is a list of names and addresses of the members of the committee.
- 6. The sixth part of the document is a list of names and addresses of the members of the committee.
- 7. The seventh part of the document is a list of names and addresses of the members of the committee.
- 8. The eighth part of the document is a list of names and addresses of the members of the committee.
- 9. The ninth part of the document is a list of names and addresses of the members of the committee.
- 10. The tenth part of the document is a list of names and addresses of the members of the committee.

2. The second part of the document is a list of names and addresses of the members of the committee.

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 SODA BROOK COOPERATIVE, INC. is a New Hampshire Consumer Cooperative registered to transact business in New Hampshire on February 13, 2001. 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: 370184

Certificate Number: 0006741007



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of July A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



State of New Hampshire

Department of State

2025 ANNUAL REPORT

Filed
Date Filed: 1/8/2025
Effective Date: 1/8/2025
Business ID: 370184
David M. Scanlan
Secretary of State

BUSINESS NAME: SODA BROOK COOPERATIVE, INC.
BUSINESS TYPE: Domestic Consumer Cooperative
BUSINESS ID: 370184
STATE OF INCORPORATION: New Hampshire

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
520 SHAKER ROAD, BOX 8 NORTHFIELD, NH, 03276, USA	NONE

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
OTHER / CONSUMER COOPERATIVE FORMED UNDER RSA 301-A	

OFFICER / DIRECTOR INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
Alice Smith	520 Shaker Road #8, Northfield, NH, 03276, USA	President
Todd Shatswell	520 Shaker Rd, Lot 8, Northfield, NH, 03276, USA	Vice President
Carol Beattie	520 Shaker Rd, #8, Northfield, NH, 03276, USA	Secretary
wendy chency	520 Shaker Rd, Lot 8, Northfield, NH, 03276, USA	Treasurer
Jocelyn D'Amico	520 Shaker Rd #8, Northfield, NH, 03276, USA	Other Officer

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Title: **Treasurer**

Business Name: **Soda Brook Cooperative, INC**

Signature: **Wendy Cheney**

Name of Signer: **Wendy Cheney**

Title of Signer: **Treasurer**



State of New Hampshire
Department of State
2025 ANNUAL REPORT

Filed
Date Filed: 1/8/2025
Effective Date: 1/8/2025
Business ID: 370184
David M. Scanlan
Secretary of State

The information given below shall be as of the fiscal year end during 2024 or as of January 1, 2025.

REPORT OF CONDITION AS OF

12/31/2024

(month-day-year)

Paid in Capital:	\$17,774.25
If a share association, number of shareholders	0
If a nonshare association, number of members	27
Number of members admitted during year	2
Number of members withdrawn during year	2
Total receipts:	\$113,059.56
Total expenditures:	\$98,110.04
Total assets:	\$803,972.72
Total liabilities:	\$803,972.72



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/21/2025

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 E-MAIL ADDRESS: cjacques@melcher-prescott.com	FAX (A/C No):
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Cincinnati Insurance Co	NAIC # 10677
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURED Soda Brook Coop Inc 520 Shaker Rd Ofc 8 Northfield NH 03276-4465	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL2522113450

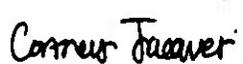
REVISION NUMBER:

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ENP 0173394	01/31/2025	01/31/2028	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/OP AGG Designated Person	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 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**CANCELLATION**

Department of Environmental Services 29 Hazen Drive Concord NH 03301	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 
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Soda Brook Cooperative
520 Shaker Rd #8
Northfield NH 03276

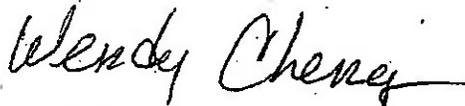
June 10, 2023

To Whom It May Concern

Please be advised that Soda Brook Cooperative does not currently have any employees. Our Cooperative is governed by a 5 person volunteer Board of Directors. All water system operations are performed by volunteers of the membership. We do not carry a workman's compensation policy.

If you have any further questions feel free to reach out with any additional questions or concerns to our President, Alice Smith at 603-366-6140.

Sincerely



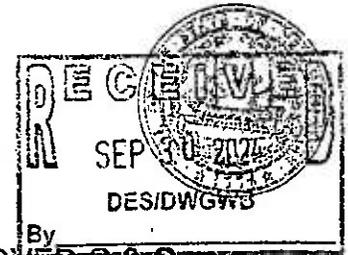
Wendy Cheney
Maintenance Operations
Soda Brook Cooperative Board



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

August 13, 2024



By APPROVED G & C

DATE 9/25/2024

ITEM # 55

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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to amend an American Rescue Plan Act (ARPA) grant (PO#1094741) to the Soda Brook Cooperative, Inc. (VC#159280-B001) Northfield, NH, by extending the completion date to May 1, 2025 from October 1, 2024 for water system improvements. The original grant was approved by Governor and Council on August 2, 2023, Item #59. This is a no cost time extension. 100% federal funds.

EXPLANATION

We are requesting approval of this amendment in order to provide the Soda Brook Cooperative, Inc. additional time to complete the agreed upon scope of services. The Cooperative will use the ARPA funds to complete improvements to the drinking water system's water storage tank. An extension of the completion date is needed due to a change in storage tank contractors. The new contractor is not able to complete the work until later this Fall. To date, \$0 of the original \$100,000 grant has been spent.

In the event federal funds become no longer available, general funds will not be requested to support this program. 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

**Grant Agreement with the Soda Brook Cooperative, Inc.
American Rescue Plant Act (ARPA) Grant
Amendment No. 1**

This Agreement (hereinafter called the Amendment) dated this 3 day of September, 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 Soda Brook Cooperative, Inc. acting by and through its President, Alice Smith and Maintenance Operations, Wendy Cheney (hereinafter referred to as the Grantee).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on August 2, 2023, 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 October 1, 2024, to May 1, 2025.
2. 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.
3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

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

Soda Brook Cooperative, Inc.

By Alice M. Smith President
Alice Smith, President

Soda Brook Cooperative, Inc.

By Wendy Cheney Maint. Ops
Wendy Cheney, Maintenance Operations

STATE OF NEW HAMPSHIRE
COUNTY OF Belknap

On this the 25th day of July, before the undersigned officer, personally appeared Alice Smith and Wendy Cheney who acknowledged themselves to be the person who executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal

Erik R. Steuer

My Commission Expires: 12/08/2026



THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By: Robert R. Scott
Robert R. Scott, Commissioner

Approved by Attorney General this 3rd day of September 2024, as to form, substance and execution.

OFFICE OF ATTORNEY GENERAL

[Signature]

Soda Brook Cooperative

520 Shaker Rd. #8

Northfield NH 03276

CERTIFICATE OF VOTE

I, Clarissa Connor do hereby certify that:

1. I am the Treasurer for Soda Brook Cooperative
2. At a meeting dated October 11, 2022, Soda Brook Cooperative voted to accept funds and entered into a grant agreement with the State of NH Department of Environmental Services for a water system improvement project.
3. Soda Brook Cooperative voted to authorize Alice Smith President, and Wendy Cheney Maintenance Operations to execute any documents necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Treasurer of Soda Brook Cooperative on July 24, 2024.

Witness Signature: Alice Smith Treasurer

Date: 8/1/24

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 SODA BROOK COOPERATIVE, INC. is a New Hampshire Consumer Cooperative registered to transact business in New Hampshire on February 13, 2001. 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: 370184

Certificate Number: 0006741007



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of July A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/24/2023

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 428 Main Street Luccinia NH 03248	CONTACT NAME: Heather Lemieux PHONE (A/C No. Ext.): (503) 524-4535 FAX (A/C. No.): E-MAIL ADDRESS: hlemieux@melcher-prescott.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL2221808668 **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	ADDITIONAL		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSURED	WAIVED					
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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ENP 0173394	01/31/2022	01/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - CC&P/OP AGG \$ 2,000,000	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$	

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

CERTIFICATE HOLDER Department of Environmental Services 29 Hazen Drive Concord NH 03301	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

Soda Brook Cooperative
520 Shaker Rd #8
Northfield NH 03276

June 10, 2023

To Whom It May Concern

Please be advised that Soda Brook Cooperative does not currently have any employees. Our Cooperative is governed by a 5 person volunteer Board of Directors. All water system operations are performed by volunteers of the membership. We do not carry a workman's compensation policy.

If you have any further questions feel free to reach out with any additional questions or concerns to our President, Alice Smith at 603-366-6140.

Sincerely

A handwritten signature in cursive script that reads "Wendy Cheney".

Wendy Cheney
Maintenance Operations
Soda Brook Cooperative Board



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

June 26, 2023

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

APPROVED G & C

DATE Aug 02 2023
ITEM # 59

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to award a grant to the Soda Brook Cooperative, Inc. (VC# 159280-B001) Northfield, NH, in the amount not to exceed \$100,000 for water system improvements, effective upon Governor & Council approval through October 1, 2024. 100% Federal Funds.

Funding is available in the account as follows:

03-44-44-440010-2476-072-500574
Dept Environmental Services, ARPA DES Loans, Grants Federal
Activity Code: 00FRF602WB4401M

FY 2024
\$100,000

EXPLANATION

NHDES selected awardees for the Disadvantaged Communities Grant Assistance for Drinking Water and Wastewater System Improvements Program from applications received in June of 2022. Twenty-six (26) applications were received, evaluated, and ranked based on criteria established in the application including being a resident owned community/manufactured home cooperative in the state of New Hampshire 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. Out of the 26 applications, 23 were selected to be funded for up to \$1,000,000 for drinking water and \$1,000,000 for wastewater projects. See attachment A for funding amounts, rankings and list of reviewers. NHDES, through the American Rescue Plan Act (ARPA) funds has offered Soda Brook Cooperative \$100,000 in grant funds.

Soda Brook Cooperative, Inc. will use the grant funding to make water system improvements. Drinking water improvements will include replacement of deteriorated copper pipes and improvements to the water storage tank. 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.

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

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

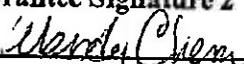
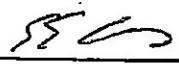


Robert R. Scott
Commissioner

GRANT AGREEMENT

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 Soda Brook Cooperative, Inc.		1.4. Grantee Address 520 Shaker Road, Northfield, NH 03276	
1.5. Grantee Phone # 603-387-7618	1.6. Account Number 03-44-44-440010-2476-072	1.7. Completion Date October 1, 2024	1.8. Grant Limitation \$100,000
1.9. Grant Officer for State Agency Johnna McKenna		1.10. State Agency Telephone Number 603-271-7017	
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 Alice M. Smith / President	
Grantee Signature 2 		Name & Title of Grantee Signor 2 Wendy Cheney / Operations Operations	
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: 7/11/23			
1.16. Approval by Governor and Council (if applicable) By: _____ On: 1/1			

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 of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.15), 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, formulas, 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. 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.

12.2. 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 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.

12.3. 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.

12.4. 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

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Date

6/18/03

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

the parties elect hereunder 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.

Grantee Initials *AMX*
 Date *6/18/23*

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.

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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

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emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Subrecipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320.

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

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

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

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PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, subrecipients, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, Subrecipients, and borrowers also may not use federal funds to purchase:

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

b. Telecommunications or video surveillance services provided by such entities or using such equipment.

c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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

a. Obligating or expending funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:

- (1) Procure or obtain, extend or renew a contract to procure or obtain;
- (2) Enter into a contract (or extend or renew a contract) to procure; or
- (3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list which can be found at <https://www.sam.gov/SAM/pages/public/index.jsf>

REPORTING REQUIREMENTS: For all projects listed under the Water and Sewer Expenditure

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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

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

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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).

OTHER SPECIAL PROVISIONS

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

Grantee Initials

Date

AMS
6/8/23

described in paragraph (2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant."

EXHIBIT B
SCOPE OF SERVICES

Soda Brook Cooperative, Inc. (COOP) will use the American Rescue Plan Act (ARPA) grant funds to make improvements to their drinking water system. Drinking water improvements will include the replacement of copper pipes within the distribution system. Additional improvements may include storage tanks inspections, cleaning and either recoating or replacement as needed. Grant funds will be used to fund final design and engineering, preparation of bid documents, and construction of the upgrades. Drinking water project work funded by this grant will be in accordance with applicable New Hampshire Code of Administrative Rules Env-Dw 400.

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 adherence to a Small Water System Asset Management Business 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.
- 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 capital improvements.

Grantee Initials

Amis

Date

6/8/23

EXHIBIT C
METHOD OF PAYMENT

The NHDES shall pay to the Grantee the total reimbursable program costs not to exceed the grant limitation of \$100,000 for eligible drinking water improvements costs in accordance with the following requirements:

Disbursement 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 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, and track drinking water and wastewater work separately. All work shall be performed to the satisfaction of the NHDES before payment is made.

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 MS
Date 6/8/23

Certificate of Vote of Authorization
GRANT RECIPIENT
INSERT TOWN ADDRESS, TOWN, NH ZIP CODE

I, Wendy Cheney of the Soda Brook Cooperative do hereby certify that at a meeting held on October 11, 2022, the membership of Soda Brook Cooperative with Authority to Certify Actions voted to enter into an ARPA grant agreement with the New Hampshire Department Environmental Services to fund a well water improvement project.

The membership of Soda Brook Cooperative further authorized Alice Smith, President with Wendy Cheney, Maint. Operations as a backup to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Maintenance Operations Director of Soda Brook Cooperative, the _____

Date 6/12/23

Wendy Cheney, Maint. Operations Director
Wendy Cheney Maintenance Operations
Name and Title

On this 12th day of June, 2023, before me Heather Falla (Notary Public) the undersigned Officer, personally appeared Wendy Cheney, who acknowledged to be the Maintenance Operations Director of Soda Brook 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.

Heather Falla Notary Public.
My commission expires: 09-21-27

HEATHER FALLA
★ NOTARY PUBLIC - NEW HAMPSHIRE ★
My Commission Expires Sept 21, 2027

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 SOLA BROOK COOPERATIVE, INC. is a New Hampshire Consumer Cooperative registered to transact business in New Hampshire on February 13, 2001. 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: 370184

Certificate Number: 6006239323



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of June A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/24/2023

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 428 Main Street Concord NH 03301		CONTACT NAME: Heather Lemieux PHONE (A/C No. Ext): (503) 524-4535 FAX (A/C No.): E-MAIL ADDRESS: hlemieux@melcher-prescott.com	
INSURED Soda Brook Coop Inc 520 Shaker Rd Ofc 8 Northfield NH 03276		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Co NAIC #: 10677 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL2221608666 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 INSD	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 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC OTHER:			ENP 0173394	01/31/2022	01/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (EA ACCIDENT) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER Department of Environmental Services 29 Hazen Drive Concord NH 03301		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 <i>Heather Lemieux</i>	
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Soda Brook Cooperative
520 Shaker Rd #8
Northfield NH 03276

June 10, 2023

To Whom It May Concern

Please be advised that Soda Brook Cooperative does not currently have any employees. Our Cooperative is governed by a 5 person volunteer Board of Directors. All water system operations are performed by volunteers of the membership. We do not carry a workman's compensation policy.

If you have any further questions feel free to reach out with any additional questions or concerns to our President, Alice Smith at 603-366-6140.

Sincerely

A handwritten signature in cursive script that reads "Wendy Cheney". The signature is written in black ink and is positioned above the typed name.

Wendy Cheney
Maintenance Operations
Soda Brook Cooperative Board

Attachment A

2022 ARPA Disadvantaged Communities Grant Assistance for Drinking Water (DW) and Wastewater (WW) System Improvements Program



Applications and Rankings

PROJECTS SELECTED FOR FUNDING <i>gray box - did not apply for funding</i>						
APPLICANT	TOWN	DW GRANT AMOUNT	DW RANKING (MAX POINTS 287)	WW GRANT AMOUNT	WW RANKING (MAX POINTS 65)	TOTAL GRANT AMOUNT
Sugar River Cooperative	Claremont		n/a	\$750,095	40	\$750,095
Edgewood Park Cooperative	Newport	Not an eligible DW entity	n/a	\$285,000	40	\$285,000
Barrington Oaks Cooperative	Barrington		n/a	\$845,000	35	\$845,000
Brookview MHP Cooperative	Groveton		n/a	\$267,050	30	\$267,050
North Country Village Cooperative	Tuftonboro	\$500,000	81	\$1,000,000	30	\$1,500,000
Fox Hill Cooperative	Franconia	Not an eligible DW entity	n/a	\$100,000	30	\$100,000
Tanglewood Cooperative	Keene		n/a	\$447,500	30	\$447,500
Brookside Cooperative	Hill		n/a	\$462,684	30	\$462,684
Well Hill Cooperative	Alstead	\$40,000	50	\$910,000	30	\$950,000
Bear View Cooperative	Allenstown		n/a	\$117,500	30	\$117,500
Bunker Lane Homeowner Association	Madbury		n/a	\$185,000	25	\$185,000

APPLICANT	TOWN	DW GRANT AMOUNT	DW RANKING (MAX POINTS 287)	WW GRANT AMOUNT	WW RANKING (MAX POINTS 65)	TOTAL GRANT AMOUNT
Colebrook Homeowners Cooperative	Colebrook		n/a	\$750,000	20	\$750,000
Monadnock Tenants Cooperative	Rindge	\$1,000,000	78	\$607,500	20	\$1,607,500
Tamworth Pines Cooperative	Tamworth	\$951,350	96	\$921,000	20	\$1,872,350
South Weare Cooperative	Weare	\$147,000	46	\$212,500	20	\$359,500
Spruce Valley Cooperative	Danville	\$810,000	86	\$209,000	20	\$1,019,000
Sleepy Hollow Cooperative	Newmarket	Not an eligible DW entity	n/a	\$1,000,000	20	\$1,000,000
Lee Oak Cooperative	Barrington	\$430,000	207		n/a	\$430,000
Evans Trailer Park	Epping	\$750,000	101		n/a	\$750,000
Hollis Pines Cooperative	Hollis	\$1,000,000	192		n/a	\$1,000,000
Soda Brook Cooperative	Northfield	\$100,000	56		n/a	\$100,000
Tranquility Estates Cooperative	Raymond	\$1,000,000	114		n/a	\$1,000,000
Stony Brook Cooperative	Rochester	\$1,000,000	118		n/a	\$1,000,000
Total						\$31,344,476

PROJECTS NOT SELECTED FOR FUNDING						
Icey Hill Cooperative	Exeter	Not an eligible DW entity	n/a		10	
East Milford Cooperative	Milford	Not an eligible DW entity	n/a		10	
Seacrest Cooperative	Seabrook	Not an eligible DW entity	n/a		10	

Grant Reviewer List

Name	Department	Bureau	Title	Years Experience
Sarah Ridyard, P.E.	NHDES	Wastewater Engineer Bureau	Environmental Program Manager	Over a year with NHDES managing ARPA funds
Johnna McKenna	NHDES	Drinking Water & Groundwater Bureau	Administrator III	Over twenty-five years with NHDES managing grant/loan programs
Jen Mates, P.E.	NHDES	Drinking Water & Groundwater Bureau	Sanitary Engineer III	Over three years with NHDES
Cynthia Klevens, P.E.	NHDES	Drinking Water & Groundwater Bureau	Civil Engineer VI	Over seventeen years with NHDES managing the engineering section