



The State of New Hampshire  
**Department of Environmental Services**

Robert R. Scott, Commissioner

108



April 30, 2025

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

**REQUESTED ACTION**

Authorize the Department of Environmental Services to amend a loan agreement with the Town of Sunapee, NH (VC# 177483-B001) by increasing the loan amount by \$1,050,000 from \$1,799,400 to \$2,849,400 to finance water system improvements under the provisions of RSA 486:14 and N.H. Code of Administrative Rules Env-Dw 1100 et seq. effective upon Governor & Council (G&C) approval. The original loan agreement was approved by G&C on October 4, 2023, Item #81. 100% Drinking Water State Revolving Loan Fund (DWSRF) Repayment Funds.

Funding is available in the following account:

03-44-44-441018-4791-301-500833

Dept Environmental Services, DWSRF Loan Repayments, Loans

FY 2025

\$1,050,000

**EXPLANATION**

The purpose of this amendment is to authorize the Town of Sunapee to modify their original loan agreement which was originally approved by Governor & Council on October 4, 2023, Item #81. The Town currently has a total of \$1,799,400 in DWSRF loan and \$348,600 in American Rescue Plan Act (ARPA) grant funding, totaling \$2,148,000 from NHDES for needed water system improvements. This amendment will add an additional \$1,050,000 DWSRF loan to the project bringing the total to \$3,198,000.

Based on recent construction bid results the costs for the water system improvements, which include replacement of existing aging water mains and associated services, and the replacement of above ground river crossings with underground crossings, came in higher than anticipated. The project may include replacement of individual lead services as needed. NHDES has sufficient funds to meet the Town's request through the DWSRF program. To date, none of the original \$2,148,000 in funding has been disbursed.

The DWSRF is authorized by RSA 486:14 and N.H. Code of Administrative Rules Env-Dw 1100 et seq. There is currently a balance of \$81,172,380 in the DWSRF available for new loans.

We respectfully request your approval of this item.

  
Robert R. Scott  
Commissioner

**AMENDMENT #1  
TO  
STATE OF NEW HAMPSHIRE  
DRINKING WATER STATE REVOLVING FUND PROGRAM**

Town of Sunapee  
**ORIGINAL LOAN AGREEMENT**  
For Project # 2271010-02

Whereas the Town of Sunapee wishes to increase the amount of their loan for Project #2271010-02 from **\$1,799,400 to \$2,849,400**, an increase of **\$1,050,000**, in order to finance the Route 11 Water Main Crossing and Water Main Replacement Project.

Now Therefore, amend the ORIGINAL LOAN AGREEMENT for Project #2271010-02 as approved by Governor and Council on October 4, 2023 as Item #81, in the following manner:

Change Page 1, Line 14 through Page 2, Line 3 of the ORIGINAL LOAN AGREEMENT to read:

“II. The State agrees to loan to the Loan Recipient, and the Loan Recipient agrees to repay to the State, in accordance with the terms of this Agreement, the principal sum of **Two Million Eight Hundred Forty Nine Thousand Four Hundred and 00/100 Dollars (\$2,849,400)** (Principal Sum) or such lesser amount as shall equal the aggregate of Disbursements made hereunder by the State to the Loan Recipient. In addition to the principal sum, the Loan Recipient agrees to pay the applicable interest accrued as described in Paragraphs III, V, and VII. Federal financial assistance provided through the Drinking Water State Revolving Loan Fund Program (CFDA #66.468) may comprise all or a portion of the Principal Sum. Any Disbursement or other payment from the State to the Loan Recipient is contingent upon the availability of funds. The Loan Recipient is eligible for principal forgiveness as outlined in the 2022 and 2024 State of New Hampshire Drinking Water State Revolving Fund Intended Use Plans. The amount of principal forgiveness will be determined when the aggregate principal loan amount is established and the project is complete and will be applied to the loan upon the initial repayment.”

Change Page 10, Line 10 through Line 14 of the ORIGINAL LOAN AGREEMENT to read:

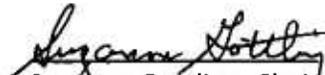
**“SIGNAGE REQUIREMENT:** The Loan Recipient must communicate to the public that EPA funds are contributing to the project by constructing a sign in accordance with the EPA’s Guidelines for Enhancing Public Awareness of SRF Assistance Agreements. The type and location of the sign shall be mutually agreed upon between the Loan Recipient and NHDES. The Loan Recipient shall maintain the sign throughout the duration of the project.”

Change Page 14, Line 13 through Line 18 of the ORIGINAL LOAN AGREEMENT to read:

**"SUPER CROSS-CUTTERS:**

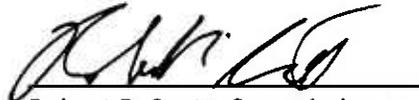
- Title VI of the Civil Rights Act
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Section 306 of the Clean Air Act
- Section 508 of the Clean Water Act
- Uniform Relocation and Real Property Acquisition Policies Act"

Accepted By:  
Town of Sunapee

  
Suzanne Gottling, Chair  
Board of Selectmen

4/30/25  
Date

Accepted By:  
State of New Hampshire

  
Robert R. Scott, Commissioner  
NH Department of Environmental Services

5/5/25  
Date



The State of New Hampshire  
**Department of Environmental Services**

*J. McKenna*



Robert R. Scott, Commissioner

August 29, 2023

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

**APPROVED G & C**

DATE 10/4/2023

ITEM # 01

**REQUESTED ACTIONS**

1. Authorize the Department of Environmental Services to award a grant to the Town of Sunapee, NH (VC#177483-B001) in the amount not to exceed \$348,600 for water system improvements, effective upon Governor & Council approval through December 1, 2025. 100% Federal Funds.

Funding is available in the following account:

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

FY 2024  
\$348,600

2. Authorize the Department of Environmental Services to approve a loan agreement with the Town of Sunapee, NH (VC#177483-B001) in the amount not to exceed \$1,799,400 to finance water system improvements under the provisions of RSA 486:14 and N.H. Code of Administrative Rules Env-Dw 1100 et seq. effective upon Governor & Council approval. 87.34% Federal Funds, 12.66% General Funds.

Funding is available in the following account:

03-44-44-441018-5563-301-500833  
 Dept Environmental Services, DWSRF BIL Loans, Loans

FY 2024  
\$1,571,596

03-44-44-441018-1407-301-500833  
 Department of Environmental Services, SRF State Match, Loans

\$227,804

**EXPLANATION**

NHDES, through the American Rescue Plan Act funds (ARPA) and the Drinking Water State Revolving Loan Fund (DWSRF) has offered the Town of Sunapee \$2,148,000 in a combination of grant and loan funds for needed water system improvements. The Town will use the grant and loan funding to replace existing aging water main and associated services within the distribution system and to replace above-ground river crossings with underground crossings. The project may include the replacement of individual lead services. The project will result in improved water quality and resiliency.

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

In 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 DWSRF infrastructure project.

The final DWSRF loan amount will be based on the total DWSRF funds disbursed and may be less than \$1,799,400. The loan interest rate may be adjusted downward if the DWSRF loan rate in effect upon project completion is less than the current rate of 2.536% for 20 years. The Town is eligible for principal forgiveness under the 2022 DWSRF Intended Use Plan. The final amount of principal forgiveness will be determined when the aggregate principal amount is established, and the project is complete. There is currently a balance of \$44,827,585 in the DWSRF available for new loans.

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

STATE OF NEW HAMPSHIRE

DRINKING WATER STATE REVOLVING LOAN FUND PROGRAM

TOWN OF SUNAPEE, NEW HAMPSHIRE  
(Project No. 2271010-02)

ORIGINAL LOAN AGREEMENT

I. This Agreement is between the State of New Hampshire Drinking Water State Revolving Loan Fund Program (State) and the Town of Sunapee, New Hampshire (Loan Recipient) in accordance with RSA 486:14 and New Hampshire Code of Administrative Rules Env-Dw 1100 (Rules) for the purpose of financing, to the extent of the aggregate amount of funds transferred (Disbursements) to the Loan Recipient made hereunder, the **Route 11 Water Main Crossing and Water Main Replacement Project** (Project) now being undertaken by the Loan Recipient. The Project is described in Exhibit A. The Loan Recipient shall abide by all of the requirements of RSA 486:14 and the Rules.

II. The State agrees to loan to the Loan Recipient, and the Loan Recipient agrees to repay to the State, in accordance with the terms of this Agreement, the principal sum of **One Million Seven Hundred Ninety Nine Thousand Four Hundred and 00/100 Dollars (\$1,799,400)** (Principal Sum) or such lesser amount as shall equal the aggregate of Disbursements made hereunder by the State to the Loan Recipient. Pursuant to federal capitalization grant requirements and/or other allowances, additional financial assistance in the form of principal forgiveness will be applied to the loan upon the initial repayment as follows: A portion of the principal sum, not to exceed **Two Hundred Eighty Three Thousand Five Hundred and 00/100 Dollars (\$283,500)** or up to 70% of the total Disbursements relating to the approved lead service line replacement scope, whichever is less, and a portion of the principal sum in the amount of **30%** of the remaining Disbursements. The total amount of principal <sup>forgiveness</sup> ~~forgiveness~~ applied to the loan will not exceed **Seven Hundred One Thousand Eight Hundred Twenty and 00/100 Dollars (\$701,820)**. In addition to the principal sum, the Loan Recipient agrees to pay the applicable interest accrued as described in Paragraphs

1 III, V, and VII. Federal financial assistance provided through the Drinking Water State Revolving Loan Fund  
2 Program (CFDA #66.468) may comprise all or a portion of the Principal Sum. Any Disbursement or other  
3 payment from the State to the Loan Recipient is contingent upon the availability of funds.

4  
5 III. The Loan Recipient is eligible for the Disadvantaged System Program as outlined in Section 8 of the  
6 2022 State of New Hampshire Drinking Water State Revolving Loan Fund Intended Use Plan. The amount  
7 of principal forgiveness will be determined when the aggregate principal loan amount is established and  
8 the project is complete and will be applied to the loan upon the initial repayment.

9  
10 IV. Disbursements shall be made on a periodic basis, as requested by the Loan Recipient, but not more  
11 frequently than monthly, subject to the approval of the amount of each Disbursement by the State. The  
12 State shall approve the amount requested if it determines that the costs covered by the request are  
13 eligible under Env-Dw 1104.01, as applicable. Interest on each Disbursement shall accrue on the  
14 outstanding principal balance from the date of the Disbursement at the rate of 1% per annum computed  
15 on the basis of 30-day months and 360-day years until the date of Substantial Completion of the Project  
16 or the date of Scheduled Completion, whichever is earlier. At the option of the Loan Recipient, such  
17 interest may be paid (1) prior to the commencement of Loan repayment, (2) at the time of the first Loan  
18 repayment, or (3) by adding the charges to the outstanding principal Loan balance so long as the Loan  
19 Recipient's authority to borrow is not exceeded.

20  
21 V. The aggregate of the Disbursements shall be consolidated by a Promissory Note (Note) of the Loan  
22 Recipient in a Supplemental Loan Agreement Issued under and in accordance with the applicable  
23 provisions of this Agreement and the Municipal Finance Act, RSA 33, as amended and supplemented,  
24 including the provisions of RSA 486:14. The Note shall be substantially in the form of Exhibit B.

1 VI. The interest rate applicable to the Note will be 2.536%, as determined in accordance with RSA 486:14  
2 and Env-Dw 1100 et seq.

3  
4 VII. The Loan Recipient hereby authorizes the State to compute the payments of principal and interest on  
5 the Note. The principal shall be paid in full within twenty (20) years from the date of the Note. Note  
6 payments shall commence within one year of the Substantial Completion date of the Project or the  
7 Scheduled Completion date of the project, whichever is earlier. The Scheduled Completion date is hereby  
8 determined to be December 1, 2026; however, should the project experience an excusable delay, an  
9 extension may be granted by the Commissioner of the Department of Environmental Services upon  
10 request in writing by the Loan Recipient. In no event shall Note payments commence later than ten years  
11 from the effective date of this Agreement.

12  
13 VIII. The Loan Recipient reserves the right to prepay, at any time and without penalty, all or any part of  
14 the outstanding principal or interest of the Note.

15  
16 IX. In the event of a default in the full and timely remittance of any Note payment, any State Aid Grant  
17 funds payable to the Loan Recipient under RSA 486:A may be offset against and applied to the payment  
18 of any obligations that are due hereunder. The Loan Recipient agrees to be liable for all costs of collection,  
19 legal expenses, and attorney's fees incurred or paid by the State in enforcing this Agreement or in  
20 collecting any delinquent payments due hereunder.

21  
22 X. No delay or omission on the part of the State in exercising any right hereunder shall operate as a waiver  
23 of such right or of any other right under this Agreement. A waiver on any one occasion shall not be  
24 construed as bar to any right and/or remedy on any future occasion.

1 XI. The Loan Recipient agrees to comply, and to require all of its contractors to comply, with all  
2 applicable state and federal requirements contained in the Rules and applicable state and federal laws,  
3 including those specific requirements outlined in Exhibit C.

4  
5 XIII. The Loan Recipient is required to develop an asset maintenance and renewal plan for the assets(s)  
6 being funded under the loan or incorporate the funded asset(s) into an existing asset management plan.  
7 At a minimum the plan must include a commitment to asset management, financing and  
8 implementation strategy and an inventory of the funded asset(s).

9  
10 XIV. The Loan Recipient agrees to permit the Comptroller General of the United States, an appropriate  
11 Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.),  
12 or an authorized representative of either of the foregoing officials, or of the State of New Hampshire to  
13 have access to and the right to:

- 14 (i) Examine any of the Loan Recipient's, the contractor's or any subcontractor's records  
15 that pertain to and involve transactions relating to this Agreement, the Construction Contract,  
16 the Engineering Contract or a subcontract thereunder; and  
17 (ii) Interview any officer or employee regarding such transactions.

18  
19 The Loan Recipient shall insert subparagraphs (i). and (ii). in the Construction Contract and require the  
20 Contractor to insert subparagraphs (i). and (ii). in all subcontracts thereunder.

21  
22 XV. The effective date of this Agreement shall be the date of its approval by the Governor and Executive  
23 Council. This Agreement may be amended, waived, or discharged only by a written instrument signed by  
24 the parties hereto and only after approval of such amendment, waiver, or discharge by the Governor and  
25 Executive Council.

1 XVI. This Agreement shall be construed in accordance with the laws of the State of New Hampshire and  
2 is binding upon and inures to the benefit of the parties and their respective successors. The parties  
3 hereto do not intend to benefit any third parties and, consequently, the Agreement shall not be  
4 construed to confer any such benefit.

5  
6 XII. The Loan Recipient acknowledges that by accepting the Loan It will be a sub-recipient of federal  
7 financial assistance and, as such, subject to requirements of the federal Single Audit Act and subsequent  
8 amendments (SAA). The Loan Recipient further acknowledges that, if the Loan Recipient expends more  
9 than the required threshold in federal financial assistance from all sources in any fiscal year, it must  
10 perform an SAA audit in accordance with the requirements of Office of Management and Budget  
11 Circular A-133. In that event, the Loan Recipient shall provide the State with a copy of the SAA audit  
12 report within nine months of the end of the audit period.

13  
14 XVII. This Agreement, which may be executed in a number of counterparts, each of which shall be  
15 deemed an original, constitutes the entire agreement and understanding between the parties and  
16 supersedes all prior agreements and understandings relating thereto. Nothing herein shall be construed  
17 as a waiver of sovereign immunity, such immunity being hereby specifically reserved.

18  
19 STATE OF NEW HAMPSHIRE by:

TOWN OF SUNAPEE, NH by:

20 Robert R. Scott 8/31/23  
21 Commissioner Date  
22 Department of Environmental Services

Carol Wallace  
23 Carol Wallace, Chair  
24 Board of Selectmen

8/2/23  
Date

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

**EXHIBIT A**

**STATE OF NEW HAMPSHIRE  
DRINKING WATER STATE REVOLVING LOAN FUND PROGRAM**

**PROJECT DESCRIPTION**

1  
2  
3  
4  
5 The Town of Sunapee has applied for a Loan to be used for water system improvements including the  
6 replacement of existing aging water main, associated services, hydrants and curb stops along numerous  
7 roads within the distribution system including but not limited to infrastructure on New Hampshire Route  
8 11, Lower Main Street, and New Hampshire Route 103B. The replacement project consists of  
9 approximately 8,000 feet of new water main that serves primarily residential properties and side roads.  
10 The project also includes replacing two above-ground river crossings with underground crossings. Utilizing  
11 directional drilling methods, the new water mains will connect to previously replaced infrastructure at  
12 five locations under NH Route 11. The project may include the replacement of individual lead services,  
13 lead "gooseneck" adapters, and galvanized service lines within the water distribution system. As a  
14 requirement of this funding, all lead service line replacements must be full replacements. No partial  
15 replacements will be allowed using these loan funds unless a portion was previously replaced.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

EXHIBIT B

STATE OF NEW HAMPSHIRE  
DRINKING WATER STATE REVOLVING LOAN FUND PROGRAM

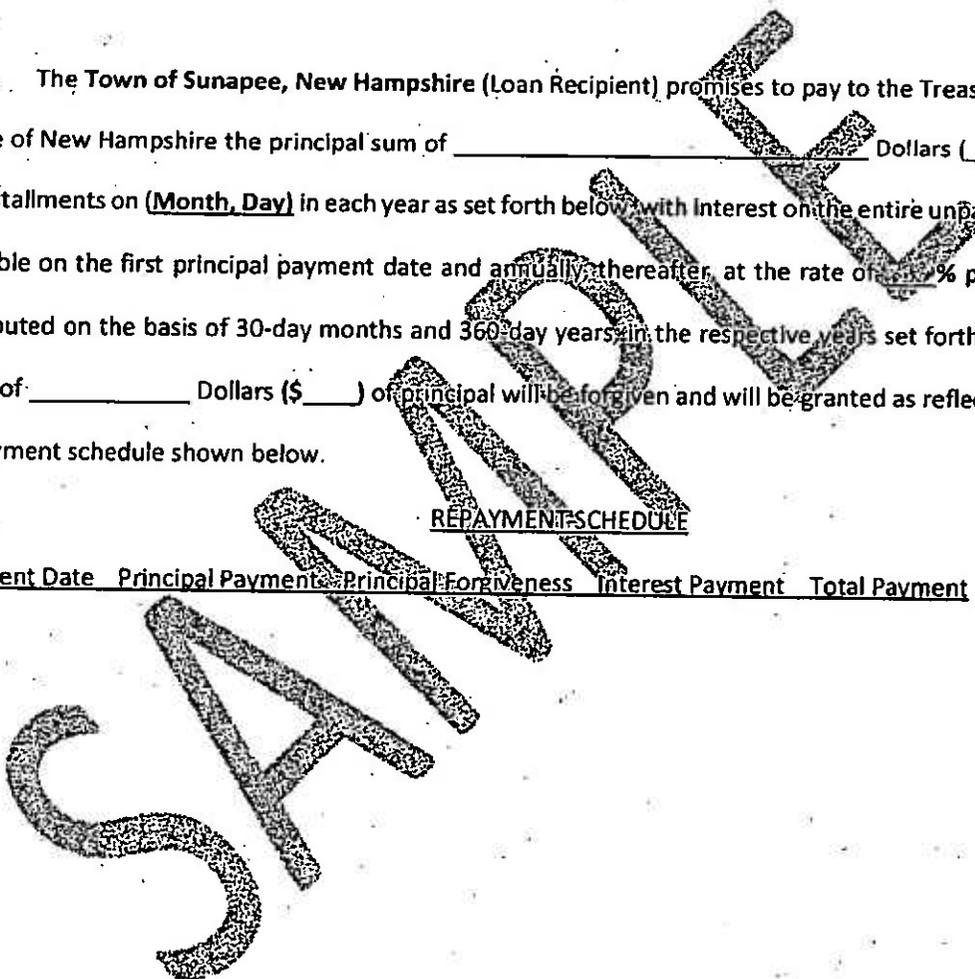
PROMISSORY NOTE AND REPAYMENT SCHEDULE

The Town of Sunapee, New Hampshire (Loan Recipient) promises to pay to the Treasurer of the State of New Hampshire the principal sum of \_\_\_\_\_ Dollars (\_\_\_\_\_) in installments on (Month, Day) in each year as set forth below with interest on the entire unpaid balance payable on the first principal payment date and annually thereafter, at the rate of \_\_\_\_\_% per annum, computed on the basis of 30-day months and 360-day years in the respective years set forth below. A total of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) of principal will be forgiven and will be granted as reflected in the repayment schedule shown below.

REPAYMENT SCHEDULE

Payment Date    Principal Payment    Principal Forgiveness    Interest Payment    Total Payment

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11



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

**SAMPLE**

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

15  
16 The Loan Recipient reserves the right to prepay, at any time and without penalty, all or any part  
17 of the outstanding principal or interest on this Note.

18  
19 The terms and provisions of the Agreement are hereby incorporated in and made a part of this  
20 Note to the same extent as if said terms and provisions were set forth in full herein.

21  
22 It is hereby certified and recited that all acts, conditions, and things required to be done  
23 precedent to and in the issuing of this Note have been done, have happened, and have been performed  
24 in regular and due form and, for the payment hereof when due, the full faith and credit of the Loan  
25 Recipient are hereby irrevocably pledged.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13

IN WITNESS whereof the Loan Recipient has caused this Note to be signed by its Selectboard

Chair, on the date below.

TOWN OF SUNAPEE, NEW HAMPSHIRE by:

\_\_\_\_\_  
Carol Wallace, Chair  
Board of Selectmen

\_\_\_\_\_  
Date

(Seal)

SAMPLE

1 EXHIBIT C

2 STATE OF NEW HAMPSHIRE  
3 DRINKING WATER STATE REVOLVING LOAN FUND PROGRAM

4 FEDERAL REQUIREMENTS

5 **UNIQUE ENTITY IDENTIFIER (UEI):** The Loan Recipient must obtain a Unique Entity Identifier (Unique  
6 Entity ID). The federal government has adopted the use of a Unique Entity ID to track how federal grant  
7 money is allocated. The Unique Entity ID identifies your organization. A Unique Entity ID may be  
8 obtained by visiting <http://sam.gov>.

9  
10 **SIGNAGE REQUIREMENT:** The Loan Recipient must communicate to the public that EPA funds are  
11 contributing to the project by constructing a sign in accordance with the Bipartisan Infrastructure Law  
12 Signage requirements. The type and location of the sign shall be mutually agreed upon between the  
13 Loan Recipient and NHDES. The Loan Recipient shall maintain the sign throughout the duration of the  
14 project.

15  
16 **WAGE RATE REQUIREMENTS (DAVIS-BACON):** Davis-Bacon (DB) prevailing wage requirements apply to  
17 the Project in accordance with the federal fiscal year (FY) 2014 Consolidated Appropriations Act (P.L.  
18 113-76). The Loan Recipient shall insert in full in any contract in excess of \$2,000 which is entered into  
19 for Project construction the standard Davis-Bacon contract clause as specified by 29 CFR §5.5(a). The  
20 Loan Recipient shall obtain the wage determination for the locality in which a covered activity subject to  
21 DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting  
22 contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into  
23 solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that  
24 subcontractors follow the wage determination incorporated into the prime contract.

1 **AMERICAN IRON AND STEEL (AIS):** The Loan Recipient agrees to comply with Section 436 of the  
2 Consolidated Appropriations Act, 2014 (P.L. 113-76), which requires that all of the iron and steel  
3 products used in the Project are to be produced in the United States ("American Iron and Steel  
4 Requirement") unless (i) the Loan Recipient has requested and obtained a waiver from the  
5 Environmental Protection Agency pertaining to the Project or (ii) the State has otherwise advised the  
6 Participant in writing that the American Iron and Steel Requirement is not applicable to the Project. The  
7 Loan Recipient further agrees to maintain records documenting compliance with the American Iron and  
8 Steel Requirement, and to provide records and certifications to the State upon request.

9  
10 **BUILD AMERICA, BUY AMERICA (BABA) ACT:** Comply with all federal requirements applicable to the  
11 assistance received (including those imposed by the Infrastructure Investment and Jobs Act ("IIJA"),  
12 Public Law No. 117-58) which the Participant understands includes, but is not limited to, the following  
13 requirements: that all of the iron and steel, manufactured products, and construction materials used in  
14 the Project are to be produced in the United States ("Build America, Buy America Requirements") unless  
15 (i) the Participant has requested and obtained a waiver from the cognizant Agency pertaining to the  
16 Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing  
17 Agencies have otherwise advised the Participant in writing that the Build America, Buy America  
18 Requirements are not applicable to the Project.

19 Comply with all record keeping and reporting requirements under all applicable legal authorities,  
20 including any reports required by the funding authority (such as EPA and/or a state), such as  
21 performance indicators of program deliverables, information on costs and project progress. The  
22 Participant understands that (i) each contract and subcontract related to the Project is subject to audit  
23 by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements  
24 and this Agreement may result in a default hereunder that results in a repayment of the assistance

1 agreement in advance of the maturity of the Bonds, termination and/or repayment of grants,  
2 cooperative agreements, direct assistance or other types of financial assistance, and/or other remedial  
3 actions.

4 **GENERALLY ACCEPTED ACCOUNTING PROCEDURES:** The Loan Recipient shall maintain project accounts  
5 in accordance with the Generally Accepted Accounting Principles (GAAP), including standards relating to  
6 the reporting of infrastructure assets as issued by the Governmental Accounting Standards Board  
7 (GASB). The full text of Governmental Accounting Reporting Standards is available through the GASB  
8 website at: <http://www.gasb.org>

9  
10 **DISADVANTAGED BUSINESS ENTERPRISE (DBE):** Pursuant to 40 CFR, Section 33.301, the Loan Recipient  
11 shall make good faith efforts to utilize small, minority and women's business enterprises whenever  
12 procuring construction, equipment, services and supplies under an EPA financial assistance agreement,  
13 and shall require that prime contractors also comply. Records documenting compliance with the six  
14 good faith efforts shall be retained.

15  
16 **SUSPENSION AND DEBARMENT:** The Loan Recipient shall fully comply with Subpart C of 2 C.F.R. Part  
17 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business With Other  
18 Persons," as implemented and supplemented by 2 C.F.R. Part 1532. Recipient is responsible for ensuring  
19 that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled "Covered  
20 Transactions," and 2 C.F.R. § 1532.220, includes a term or condition requiring compliance with 2 C.F.R.  
21 Part 180, Subpart C. Recipient is responsible for further requiring the inclusion of a similar term and  
22 condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to  
23 disclose the information required under 2 C.F.R. § 180.335 to the EPA office that is entering into the  
24 transaction with the recipient may result in the delay or negation of this assistance agreement, or  
25 pursuance of administrative remedies, including suspension and debarment. Recipients may access the

1 System for Award Management (SAM) exclusion list at <https://sam.gov/SAM/> to determine whether an  
2 entity or individual is presently excluded or disqualified.

3

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

7

8 **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR**  
9 **EQUIPMENT**

10 This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of  
11 EPA financial assistance funding on or after 8/13/2020. As required by 2 CFR 200.216, EPA recipients and  
12 subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from  
13 obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure  
14 or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment,  
15 services, or systems that use covered telecommunications equipment or services as a substantial or  
16 essential component of any system, or as critical technology as part of any system. As described in  
17 Public Law 115-232, section 889, covered telecommunications equipment is telecommunications  
18 equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate  
19 of such entities). Recipients, subrecipients, and borrowers also may not use EPA funds to purchase: a.  
20 For the purpose of public safety, security of government facilities, physical security surveillance of  
21 critical Page 4 of 29 infrastructure, and other national security purposes, video surveillance and  
22 telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision  
23 Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such  
24 entities). b. Telecommunications or video surveillance services provided by such entities or using such  
25 equipment. c. Telecommunications or video surveillance equipment or services produced or provided by

1 an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or  
2 the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or  
3 controlled by, or otherwise connected to, the government of a covered foreign country. Consistent with  
4 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such  
5 as phones, internet, video surveillance, and cloud servers are allowable except for the following  
6 circumstances: a. Obligating or expending EPA funds for covered telecommunications and video  
7 surveillance services or equipment or services as described in 2 CFR 200.216 to: (1) Procure or obtain,  
8 extend or renew a contract to procure or obtain; (2) Enter into a contract (or extend or renew a  
9 contract) to procure; or (3) Obtain the equipment, services, or systems. Certain prohibited equipment,  
10 systems, or services, including equipment, systems, or services produced or provided by entities  
11 identified in section 889, are recorded in the System for Award Management exclusion list.

12

13 **SUPER CROSS-CUTTERS:**

14 -Title VI of the Civil Rights Act

15 -Section 13 of the Federal Water Pollution Control Act Amendments of 1972

16 -Section 504 of the Rehabilitation Act of 1973

17 -The Age Discrimination Act of 1975

18 -Equal Employment Opportunity requirements (Executive Order 11246)

19