The State of New Hampshire

Department of Environmental Services

Robert R. Scott, Commissioner

54

May 28, 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 grant (PO#1095344) to the Bunker Land Condominium Association of Madbury, NH (VC# 427329 B001), by increasing the grant limitation by $31,762 to $216,762, from $185,000, for wastewater system improvements, effective upon Governor & Council approval. The original grant agreement was approved by Governor and Council on September 6, 2023, Item #53. 100% federal funds.

Funding is available in the following account:

	FY 2026
03-44-44-440010-2476-072-500574 Dept. Environmental Services, ARPA DES Loans, Grants Federal Activity Code: 00FRF602WB4401G	$31,762

EXPLANATION

We are requesting approval of this amendment in order to provide the Bunker Lane Condominium Association (Cooperative) additional grant funding to complete the agreed upon scope of services. The Cooperative is conducting wastewater system improvements. The project is currently in its construction phase. Although the project is on schedule, due to project cost overruns determined by the most recent bid, the project requires additional funding to complete the original anticipated scope of work.

NHDES, through the American Rescue Plan Act (ARPA) funds has offered the Cooperative an additional $31,762, increasing the total grant limitation to $216,762, to be used towards wastewater system improvements. The additional funding will be used towards completing the replacement and upgrades to the existing media, flow distribution, diffusers, pumps, and other septic system components in the existing on-site subsurface disposal systems. The increase in award will allow the Cooperative to complete the anticipated work scoped for the wastewater system improvements. 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. To date, $9,570 of the original $185,000 grant has been spent.

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

We respectfully request your approval of this item.

Robert R. Scott
Commissioner

Grant Agreement with the Bunker Lane Condominium Association
American Rescue Plan Act (ARPA) Grant CW-334420-01
Amendment No. 1

This Agreement (hereinafter called the Amendment) dated this 11 day of May 2025, 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 Bunker Lane Condominium Association. acting by and through its Treasurer, Karyl Horn (hereinafter referred to as the Grantee).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on September 6, 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 Grant Limitation as set forth in sub-paragraph 1.8 of the Agreement shall be changed to $216,762 from $185,000.
   (B) The grant award as set forth in the first paragraph of Exhibit C shall be changed to $216,762 from $185,000.

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.

Bunker Lane Condominium Association

By _____
Karyl Horn, Treasurer

STATE OF NEW HAMPSHIRE
COUNTY OF STRATFORD

On this the 11 day of MAY, 2025, before the undersigned officer, personally appeared KARYL HORN 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 official seal.

_____
FRANK R. SANTIN JR.
JUSTICE OF THE PEACE
State of New Hampshire
My Commission Expires
May 3, 2028

My Commission Expires:

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By: _____
Robert R. Scott, Commissioner

Approved by Attorney General this 9th day of June 2025, as to form, substance and execution.

OFFICE OF ATTORNEY GENERAL

_____

NEW HAMPSHIRE DEPARTMENT OF Environmental Services

CERTIFICATE OF VOTE OF AUTHORIZATION
GRANTS ONLY

American Rescue Plan Act (ARPA)

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

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

Certificate of Vote of Authorization

BUNKER LANE CONDOMINIUM ASSOCIATION
52 Bunker Lane Madbury, NH 03823

I, Bruce Ferland of the Bunker Lane Condominium Association do hereby certify that at a meeting held on May 4, 2025 , the Board of Directors voted to apply to submit an amendment request to modify a certain American Rescue Plan Act Fund (ARPA) grant agreement with the New Hampshire Department Environmental Services to fund a Wastewater improvement project, as approved by the Governor and Council on September 6, 2023.

The Bunker Lane Condominium Association further authorized the Treasurer, Karyl Horn, to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as President of Bunker Lane Condominium Association, the 11 day of May 2025.

Bruce Ferland, BLCA President Signature: _____

On this 11 day of May 2025, Frank Santin, before me (Notary Public) the undersigned Officer, personally appeared. Bruce Ferland, who acknowledged himself to be the President of Bunker Lane Condominium Association, being authorized so to do, execute the foregoing instrument for the purpose therein contained.

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

Notary Public Frank Santin. My commission expires:

FRANK R. SANTIN JR.
JUSTICE OF THE PEACE
State of New Hampshire
My Commission Expires
May 3, 2028

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 BUNKER LANE CONDOMINIUM ASSOCIATION, is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 28, 1995. I further certify that all fees and documents are required by the Secretary of State's office have been received and is in good standings as far as this office is concerned.

Business ID: **235451**
Certificate Number: **0007178906**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of May A.D. 2025.

David M. Scanlan
Secretary of State

MHARRIMAN

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 05/20/2025

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.

PRODUCER

World Insurance Associates, LLC
818 Central Ave
Dover, NH 03820

CONTACT NAME:
PHONE (A/C, No, Ext): (603) 740-0140 FAX (A/C, No): (603) 743-3370
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID: BUNKLAN-01

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hanover Insurance Company	22292
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Bunker Lane Condo Association
52 Bunker Lane
Madbury, NH 03823

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
1 1 52 Bunker Lane, Madbury, NH, 03823
1 2 52 Bunker Lane, Madbury, NH, 03823
SEE ATTACHED ACORD 101

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	X PROPERTY CAUSES OF LOSS / DEDUCTIBLES BASIC / BUILDING $500 BROAD / CONTENTS X SPECIAL EARTHQUAKE WIND FLOOD	ZHV9148900	05/18/2025	05/18/2026	X BUILDING PERSONAL PROPERTY BUSINESS INCOME EXTRA EXPENSE RENTAL VALUE BLANKET BUILDING BLANKET PERS PROP BLANKET BLDG & PP	$ 429,617
	INLAND MARINE CAUSES OF LOSS NAMED PERILS	TYPE OF POLICY POLICY NUMBER				
	CRIME TYPE OF POLICY					
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					
A	General Liability	ZHV9148900	05/18/2025	05/18/2026	X Per Occurence	$ 1,000,000
A	General Liability	ZHV9148900	05/18/2025	05/18/2026	X Aggregate	$ 2,000,000

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of insurance is hereby presented to USDA RD with respect to Bunker Lane. Coverage in the event of a loss is determined by the bylaws of the association at the time of the loss.

CERTIFICATE HOLDER

State of New Hampshire
Department of Environmental Services
29 Hazen Drive
Concord, NH 03302

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Bunker Lane Condominium Association
52 Bunker Lane
Madbury, NH 03823

Email: 52blca@Gmail.Com
Web: madburyblca.org

May 11, 2025

To: Whom It May Concern

Please be advised that Bunker Lane Condominium Association does not have any employees. Our Association is governed by a 5-person Board of Directors of which are all volunteers. Our water/wastewater systems operations are contracted. For this reason, we do not carry a Workman's Compensation policy.

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

Sincerely,

Karyl Horn, Treasurer

Bunker Lane Condominium Association

Alpha Clark

The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

August 3, 2023

APPROVED G & C
DATE 9/06/2023
ITEM # 53

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 award a grant to the Bunker Lane Condominium Association (VC#427329 B001) Madbury, NH, in the amount not to exceed $185,000 for wastewater system improvements, effective upon Governor & Council approval through February 28, 2026. 100% Federal Funds.

Funding is available in the following account:

	FY 2024
03-44-44-440010-2476-072-500574 Dept Environmental Services, ARPA DES LOANS, Grants Federal Activity Code: 00FRF602WB4401G	$185,000

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 Bunker Lane Condominium Association $185,000 in grant funds.

Bunker Lane Condominium Association will use the grant funding to make wastewater system improvements. Improvements will include replacement and upgrades to the existing media, flow distribution, diffusers, pumps, and other septic system components in the existing on-site subsurface disposal systems. 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 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 Bunker Lane Condominium Association ~~of Unit Owners, Inc.~~		**1.4. Grantee Address** 52 Bunker Lane Madbury, NH 03823	
1.5 Grantee Phone # (603) 475-2214	**1.6. Account Number** 03-44-44-440010-2476-072	**1.7. Completion Date** 2/28/2026	**1.8. Grant Limitation** $ 185,000
1.9. Grant Officer for State Agency Alysha Clark, Environmental Program Manager		**1.10. State Agency Telephone Number** (603) 271-8484	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1		**1.12. Name & Title of Grantee Signor 1** Cynthia Tilton, President	
Grantee Signature 2 N/A		**Name & Title of Grantee Signor 2** N/A	
Grantee Signature 3 N/A		**Name & Title of Grantee Signor 3** N/A	
1.13 State Agency Signature(s)		**1.14. Name & Title of State Agency Signor(s)** Robert R. Scott, Commissioner Department of Environmental Services	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) **By:** **Assistant Attorney General, On:** 8/15/2023			
1.16. Approval by Governor and Council (if applicable) **By:** **On:** / /			

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

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

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

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

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

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

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

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

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

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

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

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

7. RECORDS and ACCOUNTS.

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

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

8. with, the entity identified as the Grantee in block 1.3 of these provisions

8.1. PERSONNEL.

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

8.2. to perform such Project under all applicable laws.

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

8.3. the State, or who is a State officer or employee, elected or appointed.

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

9. Officer, and his/her decision on any dispute, shall be final.

9.1. DATA: RETENTION OF DATA: ACCESS.

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

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

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

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

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

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

11. EVENT OF DEFAULT: REMEDIES.

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

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

11.1.2 Failure to submit any report required hereunder; or

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

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

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

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

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

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

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

12. TERMINATION.

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

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

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

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

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

Grantee Initials

Date 1/28/23

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

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

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

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

17. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

Grantee Initials

Date 7/20/23

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.

Grantee Initials CW
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SINGLE AUDIT REQUIREMENTS: Recipients and subrecipients that expend more than $750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

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

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

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

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

Grantee Initials BH
Date 7/20/23

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.

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

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

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

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

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

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

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

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

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

5. Infrastructure	
5.1	Clean Water: Centralized Wastewater Treatment
5.2	Clean Water: Centralized Wastewater Collection and Conveyance

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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 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).

Grantee Initials CW
Date 12/20/23

III. OTHER SPECIAL PROVISIONS

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

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

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

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

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

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

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

Grantee Initials CR
Date 7/20/23

EXHIBIT B
SCOPE OF SERVICES

Bunker Lane Condominium Association ~~of Unit Owners, Inc.~~ (COOP) will use the American Rescue Plan Act (ARPA) grant funds to make improvements to their wastewater systems.

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

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

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

Grantee Initials _____
Date 1/20/23

EXHIBIT C
METHOD OF PAYMENT

The NHDES shall pay to the Grantee the total reimbursable program costs not to exceed the Grant Limitation of $185,000 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. 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 _____
Date 7/20/23

NEW HAMPSHIRE DEPARTMENT OF Environmental Services

CERTIFICATE OF VOTE OF AUTHORIZATION
GRANTS ONLY

American Rescue Plan Act (ARPA)

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

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

Certificate of Vote of Authorization

BUNKER LANE CONDOMINIUM ASSOCIATION
52 Bunker Lane, Madbury, NH 03823

I, Karyl Horn of the Bunker Lane Condominium association do hereby certify that at a meeting held on June 7, 2023, the Board of Directors for Bunker Lane Condominium Association voted to enter a American Rescue Plan Act Fund (ARPA) grant agreement with the New Hampshire Department Environmental Services to fund a Wastewater improvement project.

The Bunker Lane Condominium Association further authorized the Cynthia Tilton, President to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Treasurer of Bunker Lane Condominium Association, the 24 day of July 2023.

Karyl Horn Signature: Karyl A. Horn

On this 24 day of July 2023, Cynthia Tilton, before me (Notary Public) the undersigned Officer, personally appeared. Karyl Horn, who acknowledged herself to be the President of Bunker Lane Condominium Association, being authorized so to do, execute the foregoing instrument for the purpose therein contained.

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

Notary Public Lisa Cynthia Tilton My commission expires:

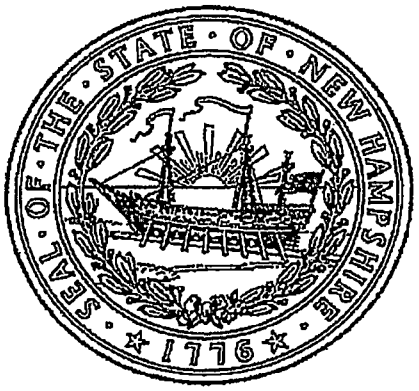
Cynthia Tilton
Notary Public, State of New Hampshire
My Commission Expires February 17, 2026

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 BUNKER LANE CONDOMINIUM ASSOCIATION is a New Hampshire Trade Name registered to transact business in New Hampshire on December 29, 2021. 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: 889274
Certificate Number: 0006232250



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of May A.D. 2023.

David M. Scanlan
Secretary of State

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 06/12/2023

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.

PRODUCER
John J. Flynn Ins Agy Inc
818 Central Avenue
Dover NH 03820

CONTACT NAME: John Flynn
PHONE (A/C, No, Ext): (603) 740-0140 FAX (A/C, No): (603) 743-3370
E-MAIL ADDRESS: John.Flynn@Flynninsurance.net
PRODUCER CUSTOMER ID: 00025844

INSURED
Bunker Lane Condo Association
52 Bunker Lane
Madbury NH 03823

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hanover Insurance Company	
INSURER B: MSA Group	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: CP2351771179 REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
3 buildings, 51 units

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	[X] PROPERTY CAUSES OF LOSS / DEDUCTIBLES [ ] BASIC [ ] BROAD [X] SPECIAL [ ] EARTHQUAKE [ ] WIND [ ] FLOOD BUILDING $500 CONTENTS	ZHV9148900 12	05/18/2023	05/18/2024	[X] BUILDING [ ] PERSONAL PROPERTY [ ] BUSINESS INCOME [ ] EXTRA EXPENSE [ ] RENTAL VALUE [ ] BLANKET BUILDING [ ] BLANKET PERS PROP [ ] BLANKET BLDG & PP	$ 361,631 $ $ $ $ $ $ $ $ $
	[ ] INLAND MARINE CAUSES OF LOSS [ ] NAMED PERILS	TYPE OF POLICY POLICY NUMBER				$ $ $ $
B	[X] CRIME TYPE OF POLICY	F-01-241605-N	06/10/2023	06/10/2024	[ ] [X] Employee Dishonet [ ]	$ $ 33,000 $
	[ ] BOILER & MACHINERY / EQUIPMENT BREAKDOWN				[ ]	$ $
A	Liability	ZHV9148900 12	05/18/2023	05/18/2024	[X] Per occurrence [X] Aggregate	$ 1,000,000 $ 2,000,000

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

State of New Hampshire, Department of
Environmental Services
29 Hazen Drive
Concord NH 03302

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John J. Flynn

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Bunker Lane Condominium Association of Unit Owners, Inc.
52 Bunker Lane
Madbury, NH 03823

Email: 52blca@Gmail.Com
Web: madburyblca.org

June 27, 2023

To: Whom it May Concern

Please be advised that Bunker Lane Condominium Association does not have any employees. Ou Association is governed by a 5-person Board of Directors of which are all volunteers. Our water systems operations are contracted. For this reason, we do not carry a Workman's Compensation policy.

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

Sincerely,

Cindy Tilton, President
Bunker Lane Condominium Association of Unit Owners, Inc.

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 *Gray box – did not apply for funding*						
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						
APPLICANT	TOWN	DW GRANT AMOUNT	DW RANKING (MAX POINTS 287)	WW GRANT AMOUNT	WW RANKING (MAX POINTS 65)	APPLIED TOTAL GRANT AMOUNT
Icey Hill Cooperative	Exeter	Not an eligible DW entity	n/a		10	$50,000
East Milford Cooperative	Milford	Not an eligible DW entity	n/a		10	$100,000
Seacrest Cooperative	Seabrook	Not an eligible DW entity	n/a		10	$572,495

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