ARC

The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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DEC 17 2025

November 19, 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 (NHDES) to **RETROACTIVELY** amend a grant agreement (PO# 1099830) to Morningside Drive Association, Derry, NH (VC #488934-B001), by extending the completion date to December 1, 2026, from December 1, 2025, and increasing the grant limitation by $400,000 to $1,900,000 from $1,500,000 for interconnection to a municipal water system, effective **retroactive** to December 2, 2025, upon Governor and Council approval through December 1, 2026. The original grant was approved by Governor and Council on May 29, 2024, Item #102. 100% Federal Funds.

Funding is available in the account as follows:

	FY 2026
03-44-44-442010-6361-072-500572	$400,000
Dept. Environmental Services, WIIN Emerging Contaminants, Grants Federal	

EXPLANATION

We are requesting **RETROACTIVE** approval of this amendment to provide Morningside Drive Association (Association) with additional funding and time to complete an interconnection project. The project is currently under construction and encountered ledge while upgrading the distribution system, which has increased the project cost and caused delays. This request is **retroactive** due to a delay in receiving the grant paperwork that prevented us meeting the deadline for the November Governor and Executive Council meeting. NHDES, through the American Rescue Plan Act of 2021 (ARPA) funds and the Drinking Water State Revolving Loan Fund (DWSRF) originally offered the Association $1,772,000 in a combination of grant and loan funds to interconnect with the Town of Derry water system, abandon the community's existing wells and infrastructure, and replace the water distribution system.

Grant funding totaling $18,914,000 has been made available to NHDES through the Bipartisan Infrastructure Law (BIL), Emerging Contaminants in Small or Disadvantaged Communities (EC-SDC) grant program administered by the United States Environmental Protection Agency (EPA). NHDES is using a portion of the funding to establish an emerging contaminant infrastructure grant program to mitigate the occurrence of emerging contaminants in eligible public water systems. Projects were initially selected based on exceedances of New Hampshire's Per- and Polyfluoroalkyl Substances (PFAS)

Maximum Contaminant Levels (MCLs), to be eligible for funding. Subsequent projects were identified from the Drinking Water State Revolving Fund Project Priority List, and at minimum, have an exceedance of the EPA PFAS MCL. The Association was selected to receive $400,000 in EC-SDC funds for the interconnection project. To date, $768,632.28 of the original $1,500,000 grant funds have 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

Morningside Drive Association
American Rescue Plan Act (ARPA) and
Emerging Contaminant, Small and Disadvantaged Community (EC-SDC) Grant
Amendment 1

This Agreement (hereinafter called the Amendment) is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the State) and the Morningside Drive Association acting by and through the Treasurer of the Board of Directors, David Stratton (hereinafter referred to as the Grantee).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on May 29, 2024, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

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

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

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:

   (A) The Completion Date as set forth in sub-paragraph 1.7 of the Agreement shall be changed from December 1, 2025, to December 1, 2026.
   (B) The Grant Limitation as set forth in sub-paragraph 1.8 of the Agreement shall be changed from $1,500,000 to $1,900,000.
   (C) The Account Number as set forth in sub-paragraph 1.6 of the Agreement shall include 03-44-44-442010-6361-072.
   (D) Delete Exhibit A, B and C and replace with Exhibit A – Amendment 1, Exhibit B – Amendment 1 and Exhibit C – Amendment 1. Exhibits A-C – Amendment 1 are attached hereto and incorporated into this amendment and agreement by reference.

2. Effective Date of Amendment; This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.

3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

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

Accepted by:

David Stratton
Treasurer
Morningside Drive Association

9-30-25
Date

Robert R. Scott, Commissioner
Department of Environmental Services

11/3/25
Date

Assistant Attorney General
Department of Justice
Approved as to form, substance and execution.

11/5/25
Date

Morningside Drive Association
EC-SDC and ARPA Grant
Exhibit A- Amendment 1

I. FEDERAL REQUIREMENTS

This Agreement is funded from:

A. 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; and,

B. A grant to the State from the United States Environmental Protection Agency, Infrastructure Investment and Jobs Act Emerging Contaminants-Small and Disadvantaged Communities (EC-SDC) Grant Program under CFDA #66.442. All applicable requirements, regulations, provisions, terms and conditions of the EC-SDC grant is hereby adopted in full force and effect to the relationship between the New Hampshire Department of Environmental Services (NHDES) and the Grantee.

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 (UEI), 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

Grantee Initials dls
Date 9-30-25

RECORDKEEPING REQUIREMENTS: The Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to the State and/or Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Subrecipient must agree to provide or make available such records to the State and Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.

SINGLE AUDIT REQUIREMENTS: Recipients and subrecipients that expend more than $1,000,000 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: This agreement will commence upon approval of Governor and Council and the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the completion date shown in block 1.7 of the Grant Agreement G-1. All ARPA 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.

GRANTS FOR RESEARCH AND DEVELOPMENT: This award is not a grant for research and development as defined in 2 CFR.200.1.

Grantee Initials dks
Date 9-30-25

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

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT: This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020. As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical Page 4 of 29 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 EPA 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.

BUILD AMERICA, BUY AMERICA ACT: BIL creates the Build America, Buy America (BABA) Act domestic sourcing requirements for Federal financial assistance programs for infrastructure, including the drinking water grant programs. BABA expands the emphasis on domestically produced products in federally funded projects beyond AIS. In addition to domestic iron and steel, it requires the use of domestic manufactured products and construction materials to be used in any federal financial assistance program for infrastructure. Its inclusion of domestic iron and steel requirements crosscuts AIS requirements into BABA, meaning that BABA's requirements for domestic iron and steel must follow the AIS requirements.

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

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

Grantee Initials dcs
Date 9-30-25

5: Infrastructure	
5.1	Clean Water: Centralized Wastewater Treatment
5.2	Clean Water: Centralized Wastewater Collection and Conveyance
5.3	Clean Water: Decentralized Wastewater
5.4	Clean Water: Combined Sewer Overflows
5.5	Clean Water: Other Sewer Infrastructure
5.6	Clean Water: Stormwater
5.7	Clean Water: Energy Conservation
5.8	Clean Water: Water Conservation
5.9	Clean Water: Nonpoint Source
5.10	Drinking water: Treatment
5.11	Drinking water: Transmission & Distribution
5.12	Drinking water: Transmission & Distribution: Lead Remediation
5.13	Drinking water: Source
5.14	Drinking water: Storage
5.15	Drinking water: Other water infrastructure

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

All Clean Water and Drinking Water infrastructure projects:

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

For water and sewer projects:

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

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

For projects over $10 million (based on expected total cost) a recipient shall provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-

Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed. All contracts and subcontracts for the construction of treatment works shall insert in full in any contract the standard Davis-Bacon contract clause as specified by 29 CFR §5.5(a).

III. OTHER SPECIAL PROVISIONS

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 and indirect 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. The Grantee's indirect cost rate is ___, or if Grantee does not have an established indirect cost rate, indirect costs shall not exceed 15%. The Grantee may elect not to charge indirect costs.

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

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

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

6. **Protection for Whistleblowers.** The Contractor shall comply with the terms of 41 U.S.C. §471 regarding Whistleblower protections. As described in 41 USC §471 "an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a

gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant."

Grantee Initials dn
Date 9-30-25

Morningside Drive Association
EC-SDC and ARPA Grant
Exhibit B- Amendment 1

Morningside Drive Association (Association) will use American Rescue Plan Act of 2021 (ARPA) and Emerging Contaminant, Small and Disadvantaged Community (EC-SDC) grant funding to interconnect with the Town of Derry water system to address per- and poly-fluoroalkyl substances (PFAS) present within the community's drinking water sources. Grant funds will also be used for the decommissioning of the existing wells and associated infrastructure, and upgrades to the water distribution mains and services. Grant funds will be used in conjunction with Drinking Water State Revolving Funds (DWSRF) to complete design, bidding, construction, and engineering oversight of the construction contract(s) for the project.

As a requirement of this grant funding, the Association is required to develop a business plan for the funded improvements and provide documentation supporting compliance with this requirement.

Grantee Initials dcs
Date 9-30-25

Morningside Drive Association
EC-SDC and ARPA Grant
Exhibit C- Amendment 1

NHDES shall pay to the Grantee the total reimbursable program costs in accordance with the following requirements:

Reimbursement requests for program costs shall be made no more than once per calendar month by the Grantee using the Disbursement forms as supplied by 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 NHDES before payment is made.

The funding for eligible drinking water improvement costs is a combination of an ARPA grant of $1,500,000, an EC-SDC grant of $400,000, and a DWSRF Emerging Contaminant (EC) loan of $272,000. Each ARPA disbursement request will be paid 100% of eligible expenses as ARPA grant funds not to exceed $1,500,000. To the greatest extent practicable, ARPA grant funds shall be fully disbursed prior to disbursing other grant and loan funds and no later than June 1, 2026. Each EC-SDC disbursement request will be paid 100% of eligible expenses as EC-SDC grant funds not to exceed $400,000.

Changes to the Scope of Services require NHDES approval in advance. Work associated with grant funds must be completed by the completion date listed on the grant agreement (section 1.7).

Grantee Initials dus
Date 9-30-25

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 MORNINGSIDE DRIVE ASSOCIATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 25, 1985. 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: 85417

Certificate Number: 0006583103

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 22nd day of February A.D. 2024.

David M. Scanlan

Secretary of State

NHDES-W-03-277

Morningside Drive Association

13 Morningside Drive, Derry NH 03038

CERTIFICATE OF VOTE

I, Jon Slater do hereby certify that:

1. I am the President of the Morningside Drive Association.
2. At a meeting held on August 28, 2025, the Morningside Drive Association voted to accept funds and enter into a Grant Agreement with the **State of New Hampshire Department of Environmental Services** for a water system improvement project.
3. The Morningside Drive Association further authorized David C. Stratton, Treasurer to execute any documents necessary to effectuate this Grant Agreement.
4. This authority has not been revoked, superseded, or amended as of the date of this certification.

IN WITNESS WHEREOF, I have hereunto set my hand as the Jon Slater. President of Morningside Drive Association on September 23, 2025.

Signature: Jon Slater

Date: 9/25/25

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/24/2025

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

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

PRODUCER
Cross Insurance-Manchester
1100 Elm Street
Manchester NH 03101

CONTACT NAME: Laurie Infantino
PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331
E-MAIL ADDRESS: manch.certs@crossagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ohio Casualty Ins. Co.	24074
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Morningside Drive Association
13 Morningside Drive
Derry NH 03038

COVERAGES **CERTIFICATE NUMBER:** 25-26 GL & Umb **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			BKS58651366	06/26/2025	06/26/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			USO58651366	06/26/2025	06/26/2026	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

State of New Hamshire, Department of Environmental Services is included as additional insured with respects to CGL as required by written contract with named insured.

CERTIFICATE HOLDER

State of New Hamshire, Department
of Environmental Services
29 Haven 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

Laurie Infantino

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MORNINGSIDE DRIVE ASSOCIATION

13 MORNINGSIDE DRIVE

DERRY, NH 03038

603-382-7110

March 13, 2024

To Whom It May Concern,

Please be advised that Morningside Drive Association does not currently have any employees. Our Association is governed by a 3-person volunteer Board of Directors. All water system operations are currently contracted. For these reasons, we do not carry a Workers' Compensation policy.

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

Sincerely,

David Stratton
Treasurer, Board of Directors
Morningside Drive Association

NONPROFIT COVER SHEET

A. Entity Name: Morningside Drive Association

B. Entity's Contact Information:

For Records Requests (e.g., resumes of key personnel; audited financial statements):

Name / Phone / Email: David Stratton / 603-382-7114 / dstratton@payrollne.com

Person responsible for Accuracy and Completeness of information provided:
Name: David Stratton Title: Director/Treasurer
Signature: _____

C. List Board of Directors and Affiliations

Name (Identify any additional role(s) in parentheses) E.g., John Doe (President)	**Affiliations**
David Stratton (Director/Treasurer)	Accountant w/ Statton Tax Services, LLC.
Jon Slater (Director)	Foundation Installer w/ Jon Slater Foundation

D. List Key Personnel (Resumes must be available upon request to the person(s) listed in section B or may be attached):

Name	**Role**	**Annual Salary**	**Amount Paid From This Contract**
David Stratton	Authorized Representative	n/a	n/a
Jon Slater	Technical Support	n/a	n/a

DISCLOSURE OF LEGAL ACTIVITIES INVOLVING THE STATE OF NEW HAMPSHIRE OR ANOTHER GOVERNMENT ENTITY

E. Check one of the following:

[X] The entity is **not currently or has not been** party to any legal proceeding involving the State of New Hampshire (or any agency or subdivision thereof) or any other state/federal government entity before any adjudicative body in any jurisdiction **OR**

[ ] The entity is or has been party to one or more legal proceedings as set forth above. Identify the jurisdiction, court or other adjudicative body, case number, and briefly describe the nature of the proceeding. (Attached extra sheet if necessary.)

_____

_____

_____

CHARITABLE TRUSTS UNIT COMPLIANCE CERTIFICATION

F. Check one of the following:

[ ] is registered and in good standing with the New Hampshire Department of Justice Charitable Trusts Unit (** see note below) **or** has submitted a complete application for registration to the Charitable Trusts Unit and is awaiting a registration determination **OR**

[X] is not required to register with the Charitable Trusts Unit because it is neither tax-exempt under section 501(c)(3) of the Internal Revenue Code nor engages in charitable solicitations in the State of New Hampshire **OR**

[ ] is exempt from registration with the Charitable Trusts Unit because it is a federal or state government, agency, or subdivision or is a religious organization, an integrated auxiliary of a religious organization, or is a convention or association of churches.

** Note: Attached screenshot from the DOJ Registered Charities List found online:

FINANCIAL DISCLOSURES

G. Check one the following:

[ ] The organization hired an outside firm to audit its financial statements or to prepare GAAP-compliant financial statements for its most recently completed fiscal year. If so, please ensure that the financial statements and audit results are available to be requested from the contact listed on Page 1 (audited financials may be attached) **OR**

[ ] The above does not apply, but the organization filed an IRS Form 990 or Form 990-EZ for its most recently completed fiscal year. Please attach that IRS Form 990 or Form 990-EZ to the submission. (Form 990 Schedule B is not required) **OR**

[X] ***If neither of the above apply***, complete the Income Statement and Balance Sheet below with the following basic financial information from the organization's most recently completed fiscal year:

1. INCOME STATEMENT

Revenue		Expenses	
Grants	$	*Compensation of officers, directors, and key personnel*	$
Donations	$		
Program Services Revenue	$ 23,763	*Other salaries & wages*	$
Interest & Dividends	$	*Payroll taxes & employee benefits*	$
All other Revenue	$	*Occupancy, rent, utilities, and insurance*	$ 7,609
Total Revenue	$ 23,763	*Printing, publications, postage, office supplies, and IT*	$
		All other expenses	$ 10,352
		Total Expenses	$ 17,961

2. BALANCE SHEET

Assets	
Cash & Equivalents	$ 582
Investments	$
Real Estate (less any depreciation)	$ 5,000
Other Property & Equipment (less any depreciation)	$
Pledges, grants, accounts receivable	$
All other assets	$
Total Assets	$ 5,582

Liabilities	
Accounts Payable	$
Loans Payable	$
All other liabilities	$
Total Liabilities	$ 0

Mission Statement – Morningside Drive Association

The mission of Morningside Drive Association is to provide water and operate the community water system for the owners and residents of Morningside Drive Association.

David Stratton
Treasurer
Morningside Drive Association

11-12-25
Date

Federal Statements

Form 1120-H, Line C - Total Expenditures For 90% Expenditure Test

Description	Amount
WATER TESTING	$ 6,249
UTILITIES	2,488
INSURANCE	5,121
BANK FEES	76
REPAIRS	2,150
LEGAL EXPENSES	832
OFFICE EXPENSES	745
RETURN DEPOSITS	300
Total	$ 17,961

Form **1120-H**

Department of the Treasury
Internal Revenue Service

U.S. Income Tax Return for Homeowners Associations

Go to *www.irs.gov/Form1120H* for instructions and the latest information.

OMB No. 1545-0123

2024

For calendar year 2024 or tax year beginning , and ending

TYPE OR PRINT		
Name MORNINGSIDE DRIVE ASSOCIATION		Employer identification number 93-2031895
Number, street, and room or suite no. If a P.O. box, see instructions. 13 MORNINGSIDE DRIVE		Date association formed
City or town, state or province, country, and ZIP or foreign postal code DERRY NH 03038		05/01/1986

Check if: (1) [ ] Final return (2) [ ] Name change (3) [ ] Address change (4) [ ] Amended return

A Check type of homeowners association: [ ] Condominium management association [X] Residential real estate association [ ] Timeshare association

B	Total exempt function income. Must meet 60% gross income test. See instructions	B	23,763
C	Total expenditures made for purposes described in 90% expenditure test. See instructions	C	17,961
D	Association's total expenditures for the tax year. See instructions	D	
E	Tax-exempt interest received or accrued during the tax year	E	

Gross Income (excluding exempt function income)

1	Dividends	1	
2	Taxable interest	2	
3	Gross rents	3	
4	Gross royalties	4	
5	Capital gain net income (attach Schedule D (Form 1120))	5	
6	Net gain or (loss) from Form 4797, Part II, line 17 (attach Form 4797)	6	
7	Other income (excluding exempt function income) (attach statement)	7	
8	**Gross income** (excluding exempt function income). Add lines 1 through 7	8	0

Deductions (directly connected to the production of gross income, excluding exempt function income)

9	Salaries and wages	9	
10	Repairs and maintenance	10	
11	Rents	11	
12	Taxes and licenses	12	
13	Interest	13	
14	Depreciation (attach Form 4562)	14	
15	Other deductions (attach statement)	15	
16	**Total deductions.** Add lines 9 through 15	16	0
17	Taxable income before specific deduction of $100. Subtract line 16 from line 8	17	0
18	Specific deduction of $100	18	100

Tax and Payments

19	**Taxable income.** Subtract line 18 from line 17			19	-100
20	Enter 30% (0.30) of line 19. (Timeshare associations, enter 32% (0.32) of line 19.)			20	0
21	Tax credits (see instructions)			21	
22	**Total tax.** Subtract line 21 from line 20. See instructions for recapture of certain credits			22	0
23a	Preceding year's overpayment credited to the current year	23a			
b	Current year's estimated tax payments	23b			
c	Tax deposited with Form 7004	23c			
d	Credit for tax paid on undistributed capital gains (attach Form 2439)	23d			
e	Credit for federal tax paid on fuels (attach Form 4136)	23e			
f	Elective payment election amount from Form 3800	23f			
g	**Total payments and credits.** Combine lines 23a through 23f			23g	
24	**Amount owed.** Subtract line 23g from line 22. See instructions			24	0
25	**Overpayment.** Subtract line 22 from line 23g			25	
26	Enter amount of line 25 you want: **Credited to 2025 estimated tax**		**Refunded**	26	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

May the IRS discuss this return with the preparer shown below? See instr. [X] Yes [ ] No

Signature of officer DAVID STRATTON Date Title TREASURER

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check [X] if self-employed	PTIN
David C. Stratton	David C. Stratton	11/20/25		P00291630

Firm's name Stratton Payroll & Tax Services LLC Firm's EIN 02-0461401

Firm's address P.O. BOX 1050 PLAISTOW, NH 03865 Phone no. 603-382-7114

For Paperwork Reduction Act Notice, see separate instructions.

Form **1120-H** (2024)

DAA

D. List of Key Personnel – Resume Statement

David Stratton is an Enrolled Agent (EA) and is currently an accountant with Stratton Tax Servies, LLC. He has over 30 years of experience in this field and previously owned an accounting and payroll company that he sold in January 2025.

Jon Slater is the owner, operator, and supervisor of Jon Slater Concrete Foundations. He has owned it since 2005 and has been in the industry since he could walk.