

SUNAPEE BOARD OF SELECTMEN  
MEETING MINUTES  
6:30PM Town Office Meeting Room  
Monday, April 03, 2023

**Meeting Began At 6:49 PM**

In attendance: Select Board Chair Carol Wallace, Select Board Vice Chair Sue Gottling, Selectman Josh Trow, Selectman Jeremy Hathorn, and Selectman Fred Gallup; Other: Shannon Martinez, Town Manager

**1. REVIEW OF ITEMS FOR SIGNATURE**

**CZC's:**

Parcel ID: 0233-0004-0000 3 Glenwood Drive, Elias Elachi & Clara Saade  
Parcel ID: 0113-0007-0000 156 Brown Hill Road, Lawrence Hicks  
Parcel ID: 0235-0049-0000 68 Water Lot Road, Suzanne & Doug Henck  
Parcel ID: 0235-0092-0004 Greenwood Lane, Mark Brunelle  
Parcel ID: 0101-0014-0000 82 Springfield Road, Brian & Sarah McAllister

**Motion by Selectman Hathorn, seconded by Select Board Chair Wallace. All voted in favor.**

**PERMIT TO EXCAVATE:**

Parcel ID: 0104-0040-0000 52 Prospect Hill Road, Liz & Dave Hutchinson  
Parcel ID: 0147-0061-0000 62 Hamel Road, Judith Norsigian  
Parcel ID: 0147-0035-0000 61 Hamel Road, Wendy Sanford & Polly Attwood  
Parcel ID: 0147-0036-0000 63 Hamel Road, Eric & Kathryn Callum  
Parcel ID: 0101-0014-0000 82 Springfield Road, Brian & Sarah McAllister  
Eversource Utility Pole Installation – North Road & Lower Main Street

**Motion by Selectman Hathorn, seconded by Selectman Gallup. All voted in favor.**

**LAND DISTURBANCE:**

Parcel ID: 0146-0036-0000 414 Baypoint Road, William Franklin  
Parcel ID: 0101-0014-0000 82 Springfield Road, Brian & Sarah McAllister

**Motion by Selectman Gallup, seconded by Vice Chair Gottling. All voted in favor.**

**DEMO PERMIT:**

Parcel ID: 0101-0014-0000 82 Springfield Road, Brian & Sarah McAllister

**Motion by Vice Chair Gottling, seconded by Selectman Hathorn. All voted in favor.**

**2. APPOINTMENTS**

**7:00PM – Public Hearing – Water & Sewer – Department of Environmental Services – 2023 Asset Management Grant Program**

- Holly Leonard, Office Manager of the Water & Sewer Department, introduced the 2023 Asset Management Grant Program. The Department of Environmental Services intends to award \$88,200 to the Town of Sunapee. This grant will allow the Water Department to build upon and improve the current system. The grant monies will fund asset management and financial planning initiatives for the

water system. Ms. Leonard added that the board will need to accept the grant, as well as appoint David Bailey, Water and Sewer Superintendent, as the designated agent to authorize expenditures and changes.

- Ms. Leonard stated that the board will need to vote to accept the grant. At time of signature, the documents will need to be witnessed and notarized.
- Selectman Gallup noted the importance of this grant. Clear articulation of an asset management plan will provide the water sewer department with critical information on capital assets and the timing of investments, timing of repairs, and a comprehensive inventory of our assets.
- Ms. Leonard added that this project will work towards locating these items in GIS to assist with the field work required.
- Chair Wallace asked if this project would require any new software or hardware. Ms. Leonard answered negative, it is expected that this will be based on the engineer's time.

**Motion by Selectman Gallup to accept the grant of \$88,200.00 and designate Water/Wastewater Superintendent Bailey, as signor of expenditures, seconded by Selectman Hathorn. All voted in favor.**

#### **7:05PM – Public Hearing – Fire – APRA SFRF Locality Equipment Matching Program Application Award.**

- Town Manager Martinez explained that the Fire Department had previously appeared in front of the Board of Selectmen to obtain approval to apply for the grant. After obtaining Board of Selectmen approval, the Fire Department applied for and was awarded the grant. Today's public hearing is to officially accept the awarded monies.
- Chief Galloway said that the grant was a COVID-19 response grant. This grant saved the town approximately \$200,000.00. These monies would have been otherwise taken from the Fire Apparatus Capital Reserve Fund.
- Selectman Gallup asked about the sale of the vehicle being replaced using these grant monies. Chief Galloway explained that the advertisement has been posted and that the Fire Department is waiting for bids to be submitted.

**Motion by Selectman Gallup to accept the \$50,000.00 from APRA SFRF Locality Equipment Matching Program Award, seconded by Selectman Hathorn. All voted in favor.**

### **3. PUBLIC COMMENTS**

- Chair Wallace took a minute to explain how she would like to see public comment unfold. Everyone wanting to speak will be given five minutes. She continued to explain that she expects constructive commentary, and that denigrating commentary would not be tolerated.
- John Augustine, Nutting Road, asked whether the Board of Selectmen would discuss the warrant articles that did not pass. He encouraged the Board of Selectmen to open a discussion about the Fire Department and Recreation Department warrant articles that did not pass. Mr. Augustine asked why the pay table listed was not part of the agenda packet. He also asked whether each position on the pay table had a job description and performance metrics.
- Chris Whitehouse, Winn Hill Road, suggested that the short-term rental life safety inspections be contracted out to a third-party vendor. Thereafter, he asked about the parking maps recently released by Sunapee PD. He would like the Town to explore whether the deed allows the Town to ticket individuals parked on Jobs Creek Road. Mr. Whitehouse said that if tickets were issued on that property, it would be in direct violation of the deed. Lastly, he asked that the Town release the paving bid soon.

- Robin Saunders, 46 Burma Road, spoke to the proposed short-term rental application process. She explained that the short-term rental taskforce had created suggested guidelines based on current zoning districts. Those guidelines were reflected in the warrant article that passed. She questioned how the Board of Selectmen could “grandfather” short term rentals in all zones given that the recently passed warrant article sought to restrict short-term rentals in rural zones.
- Peter White, Stagecoach Road, agreed with Ms. Saunders’ comment on grandfathering of short-term rentals. He continued to comment that the Board of Selectman meeting minutes had improved and thanked Allyson for her hard work. Mr. White asked if public input was allowed in portions of the agenda following public comment. Chair Wallace explained that the public comment portion of the Board of Selectmen agenda allows for input from the public. Vice Chair Gottling shared her experience from the legislator. Notably, when the Chair had a question and he/she knew there was an expert in the audience, he/she asked for a statement of fact from that expert. Discussion does not continue thereafter. Opinion was not allowed—only statement of fact. Town Manager Martinez asked for guidance from the Board of Selectmen—what are your expectations during public comments? Is one expected to answer. Her initial understanding was that public comment did not necessitate a dialogue. No guidance was provided. The Board will circle back and provide guidance at a later date.

#### **4. SELECTMEN ACTION**

- **Notarize Letter to Accept 2023 Asset Management Planning Grant**
  - **Motion made above during public hearing.**
- **Notarize Letter to Accept Sunapee Route 11 Water Main Crossings and Water Main Replacements**
  - Holly Leonard, Office Manager of the Water & Sewer Department, shared that this letter is required to both verify and affirm that the town’s recent passing of this warrant article. She continued to explain that this is the beginning of the application process. Ms. Leonard asked the board for a vote of authorization for the grant.
  - **Motion by Selectman Gallup to approve the authorization for the application of the American Rescue Plan Act Grant through New Hampshire Department of Environmental Services, seconded by Vice Chair Gottling. All voted in favor.**
- **Approve Job Descriptions and 2023 Pay Table**
  - Town Manager Martinez began the conversation by explaining that department heads have been working hard to update job descriptions. She highlighted the Police Department and commended their efforts to update all job descriptions and to review their current organizational structure. Ms. Martinez noted that all the job descriptions are in slightly different formats and that all lacked metrics. Moving forward, the team will work on developing and integrating performance metrics as well as streamlining the format of all job descriptions.
  - Selectman Hathorn commented on the job descriptions he reviewed. He was pleased with the level of detail and expects refinements to continue in an upward trajectory. Selectman Gallup agreed. He continued to highlight challenges that still need attention. The highway director position has grown into an outsized role. Is that the best fit for the town? Perhaps a “road agent” or “working highway director” better represents what the Town needs. He suggested a working foreman for the highway department, transfer station, and buildings and grounds department. Selectman Gallup continued that the working foreman would oversee the day-to-day work as well as supervise those within the departments.

- Town Manager Martinez reminded the board that a wage study was needed. It has been some time since the town has conducted a holistic wage study. She continued to highlight the need to recognize senior staff who continue to stay with the town. A retention bonus should be considered. She spoke directly to the Police Department for being underpaid and the expectation that the Library Director hold a master's degree. These expectations need to be reflected in the pay table. Chair Wallace asked if the wage study would be accomplished by department or for the town as a whole. Town Manager Martinez stated that this decision would come from the board.

**Motion by Selectman Hathor, seconded by Vice Chair Gottling. All voted in favor.**

- **Review and Sign Sargent Road Bridge Agreement Modification – HEB**

- Scott Hazelton explained the Sargent Road Bridge modification. He stated that since the last time board discussion on this topic, HEB confirmed that the bridge would pass the NH-DES Wetland Bureau Application with the 15-foot span rather than the 23-foot span.
- Selectman Gallup pointed out the error in the original agreement date, Mr. Hazelton recommended to adjust the date and initial the changes.

**Motion by Selectman Gallup, seconded by Selectman Hathorn as amended. All voted in favor.**

## **5. TOWN MANAGER REPORTS**

- **Selectman Titles and Changes**

- Town Manager Martinez began the conversation by asking if the Board would like to change their name from Board of Selectmen to Select Board. She then asked how the newly elected chair would like to be addressed. Selectman Gallup stated that the choice should be up to the Chair. Chair Wallace proposed calling the Board of Selectmen, the Selectboard. She continued that the Chairman should be considered as the Chair. Chair Wallace also asked that members be considered as Members of the Selectboard rather than Selectmen.

- **Website Update (June/July Timeline)**

- Town Manager Martinez wanted to remind the board that the website update was imminent given the outdated status of our current web site. If we don't update, we will be cancelled.

- **Master Plan – Extended to April 15**

- Town Manager Martinez shared that we are giving more time to answer the Master Plan survey. We don't have as many respondents as we typically get. We want to provide an extension to see if we can get more respondents.

- **Short-Term Rental Registration Update**

- Town Manager Martinez started the conversation by noting that the team had updated the draft short term rental registration form to reflect previous conversation. She asked the Board of Selectmen how they would like to establish a fee schedule. Would they like for it to be a fixed registration fee or would they like for it to be a fixed fee plus an additional cost per bedroom. Vice Chair Gottling stated she preferred a simplified fee for the registration. Selectman Hathorn recommended keeping the registration simple with a single fee schedule. Chair Wallace would anticipate that a larger home with more bedrooms would include a higher inspection fee. Selectman Gallup stated that if there are different fees aside from the registration fee, that there should be a flat rate fee to register.

- Peter White, Chair of the Planning Board, clarified that the zoning ordinance directly states the use and definition of short-term rentals does not include events. Town Manager Martinez explained that the Selectboard had stated, at a previous meeting, that if an event could occur at a residential area, a short-term rental would also be able to hold similar events, highlighting birthday parties. Mr. White stated that a short-term rental is not a residence. Selectman Gallup clarified that if the short-term rental owner advertises as “an event venue”, it would be regulated through compliance and would not be allowed to operate as a short-term rental. Vice Chair Gottling asked if our partner company monitoring short-term rentals would have the capacity to flag a site offering “events.” Fire Chief Galloway clarified any tent, installed by a commercial entity, would require fire department approval and by default, we would highlight locations offering “events”. Mr. White stated that short-term rentals are considered a business. Town Manager Martinez suggested that the ordinance wasn’t clear on events like birthday parties and barbecues. Selectman Gallup shared that the process would need to be refined as the team learned more. Chair Wallace asked if it would benefit the process if the Planning Board Chair and Mr. Hazelton worked together on this process. Town Manager Martinez invited collaboration at the already established, department head, short-term rental working group. Town Manager Martinez stated that she was concerned about staff time and resources were the board to change its mind on guidance already provided. Selectboard Chair Wallace asked the Town Manager to set up a meeting with Attorney Johnston. She isn’t comfortable with the board’s previous decision to allow existing STRs to continue to operate without going through the special exception process. She does not believe that fear of legal claims should stop the board from disallowing all STRs in RR.

- **Subpoena Update – 3M Company**

- Currently, there is back and forth about which “court” has jurisdiction. As such, we may not have to provide the information as quickly as possible; however, we do need to make sure we continue to gather the information as our lawyers expect we will have to produce it at some point.

- **Expenditure & Revenue Report**

- Chair Wallace focused on the monthly expenses and revenues. Town Manager Martinez thanked the board and town for their support with passing the operating budget. Town Manager Martinez noted that her goal was for the finance to provide quarterly “deep dives” with department specific overviews being provided by department heads. Monthly reports will continue to be provided.

- **Upper Valley Lake Sunapee Regional Planning Commission**

- Lynn Arnold has volunteered to serve on the UVLSRPC. Town Manager Martinez asked that the Board of Selectmen make a motion to appoint Ms. Arnold to serve on this board with Selectman Trow.

**Motion by Selectman Gallup, seconded by Vice Chair Gottling. All voted in favor.**

- **Crowther Chapel**

- Selectman Hathorn followed up with the new owners of Dexter’s Inn. They have agreed to serve on the Crowther Chapel Committee.

- **Town Line**
  - Town Manager Martinez asked about the perambulation of the town line—who is responsible and when is the last time it was done? Selectman Gallup stated that this can be facilitated by the board, or the board can delegate the project, every 7 years. He recalled that the Newport Town line was recently defined but suggested that other boundaries may need to be revisited.
- **Police Boat at the Town Dock**
  - Town Manager Martinez asked for permission to temporarily park the Police boat at the Town Dock until the ice is out. Thereafter, the boat will be moved to the Police Department’s Dock.

## **6. CHAIRMAN’S REPORT**

- Vice Chair Gottling shared that she had recently spoke at an event, in New London, about the pros and cons of being SB2 town.
- Selectman Hathorn stated that several people had approached him to commend the town for holding the elections despite the weather. And another constituent had stopped him to applaud the “good things” happening in the town.
- Chair Wallace asked the board to revisit their decision on short-term rentals. She did not believe the Town should be “grandfathering” STRs in RR or RL. Town Manager Martinez noted that the Board of Selectmen had discussed this issue with legal counsel. A series of decisions were made in that meeting and then those decision were shared with the public before the vote. Significantly, the Board of Selectmen told voters that current STRs would be allowed to continue if they could prove existence before 12/01/22. Vice Chair Gottling stated that the board gave the impression that there was no opposition to allowing current short-term rentals to continue, which would cause issue if changing that opinion. Chair Wallace stated that the Master Plan Survey data should be considered along with the software data. Vice Chair Gottling asked the Planning Board Chair to specifically highlight oversights being made by the Board of Selectmen’s decision to allow STRs in RR as long as they can provide the requested documentation and comply with the registration process. Planning Board Chair Peter White confirmed that this would be possible. The board came to consensus that the Planning Board, Zoning Board of Adjustment, and Selectboard will meet to discuss the process moving forward. Selectboard Chair Wallace will arrange the meeting.

## **7. UPCOMING MEETINGS**

4/5 – 7:00PM – Conservation Commission Meeting

4/6 – 6:30PM – Zoning Board Meeting

4/8 – 12:00PM – Easter Egg Hunt – Sunapee Harbor at the Gazebo

4/11– 7:00PM – Recreation Commission

4/13 – 7:00PM – Planning Board Meeting

**Motion to enter nonpublic at 09:20PM under RSA 91-A:3 II(B)-- The hiring of any person as a public employee made by Chair Wallace seconded by Vice Chair Gottling. All voted in favor.**

**Motion to exit nonpublic at 9:56PM RSA 91-A:3 II(B)-- The hiring of any person as a public employee made by Selectman Gallup seconded by Vice Chair Gottling. All voted in favor.**

# SIGN-IN SHEET

## BOARD OF SELECTMEN MEETING

DATE: 04/03/2023

Lynne Arnold

John Sander

Peter White

Chris Whitehouse

SUNAPEE BOARD OF SELECTMEN  
MEETING AGENDA

6:30PM Town Office Meeting Room

Monday, April 03, 2023

Join us on Zoom: <https://us06web.zoom.us/j/86066395397>

1. REVIEW OF ITEMS FOR SIGNATURE

- CZC's:  
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Parcel ID: 0113-0007-0000 156 Brown Hill Road, Lawrence Hicks  
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Parcel ID: 0235-0092-0004 Greenwood Lane, Mark Brunelle  
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- PERMIT TO EXCAVATE:  
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Parcel ID: 0147-0036-0000 63 Hamel Road, Eric & Kathryn Callum  
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Eversource Utility Pole Installation – North Road & Lower Main Street
- LAND DISTURBANCE:  
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Parcel ID: 0101-0014-0000 82 Springfield Road, Brian & Sarah McAllister
- DEMO PERMIT:  
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2. APPOINTMENTS

- 7:00PM – Public Hearing – Water & Sewer – Department of Environmental Services – 2023 Asset Management Grant Program
- 7:05PM – Public Hearing – Fire – APRA SFRF Locality Equipment Matching Program Application Award.

3. PUBLIC COMMENTS

4. SELECTMEN ACTION

- Notarized Letter to Accept 2023 Asset Management Planning Grant
- Notarized Letter to Accept Sunapee Route 11 Water Main Crossings and Water Main Replacements
- Approve Job Descriptions and 2023 Pay Table
- Review and Sign Sargent Road Bridge Agreement Modification – HEB

5. TOWN MANAGER REPORTS

- Selectman Titles and Changes
- Website Update (June/July Timeline)
- Master Plan – Extended to April 15
- Short-Term Rental Registration Update



- Subpoena Update – 3M Company
- Expenditure & Revenue Report

#### 6. CHAIRMAN’S REPORT

#### 7. UPCOMING MEETINGS

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**NONPUBLIC: RSA 91-A:3 II(B)-- The hiring of any person as a public employee.**

# **NOTICE OF PUBLIC HEARING**

Town of Sunapee, NH  
The Selectmen of the Town of Sunapee Public Hearing  
on Monday, April 3, 2023, at 7:00PM in the  
Town Office Meeting Room,  
23 Edgemont Road, Sunapee NH.

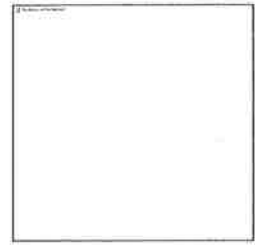
Acceptance and Expenditure of Unanticipated Revenue  
from the Department of Environmental Services – 2023  
Asset Management Grant Program. Pursuant to RSA  
31:95-b, the meeting will be held to hear public  
comment on the acceptance and expenditure of  
unanticipated revenue in the amount of \$88,200.00 from  
the Department of Environmental Services – 2023  
Asset Management Grant Program. Any persons  
wishing to be heard on this matter are invited to attend  
the hearing and make their opinions known.



The State of New Hampshire

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

**Robert R. Scott, Commissioner**



VIA EMAIL

February 10, 2023

Holly Leonard  
Town of Sunapee  
23 Edgemont Road  
Sunapee, NH 03782

Subject: 2023 Asset Management Planning Grant  
American Rescue Plan Act Grant

**PWS# 2271010**  
**Project# AM-167**

Dear Holly Leonard,

Congratulations on your successful application to the 2023 Asset Management Grant Program. The Department of Environmental Services intends to award a **\$88,200** to the Town of Sunapee for this important project.

Attached is the Grant Agreement (GA) for the Asset Management Grant. The next step is to enter into a grant agreement and obtain Governor and Executive Council approval. Please review these documents carefully and if everything is acceptable, please complete the documents as follows:

1. Print the attached GA and have the authorized representatives sign page 1 and initial and date pages 2 and 3.
2. Print the attached Exhibits A-C and initial and date at the bottom of each page.
3. Print the attached Consultant Selection Justification Form and indicate which consulting firm your community will be contracting with and how that consultant was selected. If the qualified consultant was selected based on an established, current relationship, please provide justification and explain how that experience will benefit the proposed project in the Non-competitive/Sole Source section.
4. Submit an original Certificate of Vote signed and notarized.

DES Web Site: [www.des.nh.gov](http://www.des.nh.gov)

P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095

Telephone: (603) 271-2513 Fax: (603) 271-5171 TDD Access: Relay NH 1-800-735-2964

Contact

DES #000000000

Date

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5. Submit a current certificate of insurance in compliance with our coverage requirements as outlined in the Grant Agreement. The Certificate Holder should be "State of New Hampshire, Department of Environmental Services, 29 Hazen Drive, PO Box 95, Concord, NH 03302-0095."

Please return single-sided hard copy versions of the completed documents to my attention at the address below. **Please note that any work funded by the grant cannot be completed until after the Governor and Council's approval.** All paperwork needs to be in no later than **April 30, 2023** to assure that we get all of the proper approvals in place.

Once the required paperwork is returned, NHDES will submit the funding package to Governor and Council for approval. Please feel free to contact me at 271-2472 or [Luis.S.Adorno@nh.des.gov](mailto:Luis.S.Adorno@nh.des.gov) if you have any questions.

Sincerely,



Luis Adorno

Drinking Water and Groundwater Bureau

## GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby  
Mutually agree as follows:  
GENERAL PROVISIONS

## 1. Identification and Definitions.

<b>1.1. State Agency Name</b> Department of Environmental Services		<b>1.2. State Agency Address</b> 29 Hazen Drive, P.O. Box 95 Concord, NH 03302-0095	
<b>1.3. Grantee Name</b> Town of Sunapee		<b>1.4. Grantee Address</b> 23 Edgemont Road, Sunapee, NH 03782	
<b>1.5. Grantee Phone #</b> 603-763-2115	<b>1.6. Account Number</b> 03-44-44-440010-2476-072	<b>1.7. Completion Date</b> April 1, 2025	<b>1.8. Grant Limitation</b> \$ 88,200
<b>1.9. Grant Officer for State Agency</b> Johnna McKenna		<b>1.10. State Agency Telephone Number</b> 603-271-7017	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Grantee Signature 1</b>		<b>1.12. Name &amp; Title of Grantee Signor 1</b>	
<b>Grantee Signature 2</b>		<b>Name &amp; Title of Grantee Signor 2</b>	
<b>Grantee Signature 3</b>		<b>Name &amp; Title of Grantee Signor 3</b>	
<b>1.13. State Agency Signature(s)</b>		<b>1.14. Name &amp; Title of State Agency Signor(s)</b> Robert R. Scott, Commissioner Department of Environmental Services	
<b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>			
By: Assistant Attorney General, On: / /			
<b>1.16. Approval by Governor and Council (if applicable)</b>			
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 of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- 9.1. 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,

- 9.2. computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 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 \_\_\_\_\_

- 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 intent of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

**EXHIBIT A**  
**SPECIAL PROVISIONS**

***I. NEW HAMPSHIRE STATE AND LOCAL FISCAL RECOVERY FUNDS FEDERAL REQUIREMENTS***

This Agreement is funded under a grant to the State of New Hampshire (State) and subsequently through the Governor's Office for Emergency Relief and Recovery (GOFERR) and New Hampshire Department of Environmental Services (NHDES) as approved by the Governor and Executive Council from the federal government through the Department of Treasury (Treasury) through the American Rescue Plan Act of 2021 (ARPA), with the source of funds being the State and Local Fiscal Recovery Funds (SLFRF) identified under the Catalog of Federal Domestic Assistance (CFDA) number #21.027. The Federal Award Identification Number (FAIN) for this award is SLFRP0145. This grant award is a subaward of SLFRF funds and any and all compliance requirements, as updated by Treasury, for use of SLFRF funds are applicable to the Subrecipient, without further notice. Treasury requirements are published and updated at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>.

**FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA).** The Subrecipient shall comply with the terms of the FFATA by providing NHDES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data information as required under the FFATA. A DUNS number may be obtained by visiting <http://fedgov.dnb.com/webform/>.

**SAM REGISTRATION:** The Subrecipient must have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).

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

**RECORDKEEPING REQUIREMENTS:** The Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to the State and/or Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. Subrecipient must agree to provide or make available such records to the State and Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.

**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

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implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions. **CIVIL RIGHTS COMPLIANCE:** The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply, and shall include in every contract or agreement funded with these funds this same requirement to comply, with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

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

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

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

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Date \_\_\_\_\_

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

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

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

For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:**

As required by 2 CFR 200.216, subrecipients, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

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. Obliging or expending funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
  - (1) Procure or obtain, extend or renew a contract to procure or obtain;
  - (2) Enter into a contract (or extend or renew a contract) to procure; or
  - (3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list which can be found at <https://www.sam.gov/SAM/pages/public/index.jsf>

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

5: Infrastructure
5.1 Clean Water: Centralized Wastewater Treatment
5.2 Clean Water: Centralized Wastewater Collection and Conveyance
5.3 Clean Water: Decentralized Wastewater
5.4 Clean Water: Combined Sewer Overflows
5.5 Clean Water: Other Sewer Infrastructure
5.6 Clean Water: Stormwater
5.7 Clean Water: Energy Conservation
5.8 Clean Water: Water Conservation

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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-%20revolving-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**

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Date \_\_\_\_\_

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

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

**EXHIBIT B**  
**SCOPE OF SERVICES**

The Town of Sunapee will use these funds for asset management and financial planning initiatives for the water system. Specifically, the following task(s), as described in the application submitted to NHDES, will be accomplished:

1. Update asset inventory and mapping including customer services lines. Conduct condition assessment and risk analysis of all water assets and estimate remaining useful life.

*Deliverable:* Submit sample of inventory and condition assessment results to NHDES. Submit GIS map to NHDES (electronic file is preferred but paper is acceptable).

2. Develop long-term funding plan through the evaluation process of the true cost of service and water rate analysis.

*Deliverable:* Submit long-term funding plan to NHDES.

3. Conduct a Level of Service (LOS) workshop to develop LOS specific goals for the water system.

*Deliverable:* Submit LOS of goals for review and approval to NHDES.

4. Staff and decision makers training will be provided by consultant.

*Deliverable:* Submit training material and follow up notes to NHDES.

5. Prepare an implementation plan. The implementation plan will address the use, the frequency of the review and the revision process to be submitted with the application.

*Deliverable:* Submit a copy of this plan to NHDES.

6. Prepare a communication plan. Develop a Storymap for the asset management program. Present asset management plan and provide training in asset management principles to decision-makers.

*Deliverable:* Submit asset management plan and Storymap to NHDES.

7. Purchasing of software and equipment.

*Deliverable:* Submit invoices and screenshots of the software once it is implemented.

**Invitation for DES participation in meetings and workshops is a requirement.** Quarterly progress report forms must be completed by grant recipients or their subcontractor and submitted to NHDES every three months, beginning with the first full 3 month quarter after grant approval from the Governor and Council.

**EXHIBIT C**  
**BUDGET & PAYMENT METHOD**

All services shall be performed to the satisfaction of the Department of Environmental Services before payment is made. This is a reimbursement grant which means that all payments shall be made upon 100% completion of identified tasks per Exhibit B, received and approval of stated deliverables and upon receipt of associated documentations such as invoices, receipts, etc. **Grant award is a 100% grant for up to \$88,900. If invoice is less than initial estimate only the amount on the invoice will be paid.**

<b>Task Number/Description</b>	<b>Asset Management Grant</b>
Task 1: Asset Inventory & GIS Mapping	\$37,900
Task 2: Financial Review	\$4,200
Task 3: Level of Service	\$4,100
Task 4: Decision Makers Training	\$6,000
Task 5: Develop and Implementation plan and Communication Plan	\$16,600
Task 6: Wrap up Presentation and Project Completion	\$11,900
Task 7: Equipment purchases	\$8,200
<b>TOTAL</b>	<b>\$88,900</b>

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_



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

Robert R. Scott, Commissioner



**Consultant Selection Justification Form**  
**American Rescue Plan Act (ARPA)**

This form is intended to be used by funding recipients receiving grant funds through the American Rescue Plan Act (ARPA) to document the consultant selection process per [Uniform Guidance 2 CFR 200.317 through 2 CFR 200.327](#) and provide justification to the New Hampshire Department of Environmental Services (NHDES).

<b>Community / Entity Name:</b> Town of Sunapee	<b>PWSID (If Applicable):</b> 2271010
<b>Project Name:</b> 2023 Asset Management Planning Grant	<b>ARPA Project Number:</b> AM-167
<b>Project Location:</b> Town of Sunapee	
<b>Selected Consultant Name:</b> Underwood Engineers	

Please select one of the following justifications for consultant selection. Attach supporting documentation if applicable.

☐ **Qualifications Based Selection (QBS)** – If your organization issued a request for qualifications (RFQ) and selected a consultant based on this process please provide the RFQ and a summary of the selection process. *This is required for Clean Water projects.*

☐ **Solicitation for Quotes/Proposals** – If quotes/proposals for professional consulting services were solicited, please provide a brief explanation of the process and an overview of the results.

☐ **\* Non-competitive/Sole Source** – If non-competitive procurement was followed, indicate the qualifying circumstances: 1) micropurchase (value under \$10,000); 2) item or service only available from a single source; 3) public exigency or emergency for the requirement will not permit a delay resulting from publicizing competitive solicitation; 4) or after solicitation of a number of sources competition was deemed inadequate. If none of these situations apply provide justification for this selection process. \*Non-competitive procurement requires the approval of the NHDES Bureau Administrator.

**The authorized signature shall match the authorized signature on the Grant Agreement.**

Authorized Signature:

Date:

Printed Name:

Title and Affiliation:

<b>*NHDES USE ONLY – For approving non-construction non-competitive procurement procedures</b>			
NHDES Bureau Administrator Approval			
_____ Name	_____ Bureau	_____ Signature	_____ Date





## DRINKING WATER INFRASTRUCTURE PROJECT CERTIFICATE OF VOTE – GRANTS ONLY



Drinking Water & Groundwater Bureau Sustainability Grants,  
Drinking Water & Groundwater Trust Fund (DWGTF),  
PFAS Remediation Loan Fund (PFAS-RLF), And American Recovery Plan Act (ARPA)

Env-Dw 1300; Env-Dw 1400

A Certificate of Vote of Authorization is a certificate that states that a grant applicant is willing to enter into a grant agreement with the State of NH Department of Environmental Services and that whoever signs the Grant Agreement (provided under separate cover) has the authority to do so. **This is a 3-person form:**

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

### Certificate of Vote of Authorization

SUNAPEE WATER WORKS/TOWN OF SUNAPEE  
23 EDMONT ROAD, SUNAPEE, NH 03782

I, Carol Wallace-Chairman of the Town of Sunapee Selectmen do hereby certify that at a meeting held on April 3, 2023, the Town of Sunapee Selectboard voted to enter into a American Rescue Plan Act Fund (ARPA) grant agreement with the New Hampshire Department Environmental Services to fund a water system improvement project.

The Town of Sunapee Selectboard further authorized the Superintendent of the Water & Sewer Department- David Bailey to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Carol Wallace of The Town of Sunapee Selectboard, the 3rd day of April 2023.

Carol Walace-Selectboard Chairman Signature: \_\_\_\_\_

STATE OF NEW HAMPSHIRE, County of Sullivan

On this 3rd day of April 2023, Holly Leonard, before me (Notary Public) the undersigned Officer, personally appeared. Carol Wallace, who acknowledged himself to be the Chairman (TITLE) of Town of Sunapee Selectmen, 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 Holly Leonard My commission expires: February 8, 2028

[Drinking Water State Revolving Fund](#)  
[Drinking Water & Ground Water Trust Fund](#)  
[PFAS- Remediation Loan Fund](#)



## DRINKING WATER INFRASTRUCTURE PROJECT CERTIFICATE OF VOTE – GRANTS ONLY



Drinking Water & Groundwater Bureau Sustainability Grants,  
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The Town of Sunapee Selectboard further authorized the Superintendent of the Water & Sewer Department-David Bailey to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Carol Wallace of The Town of Sunapee Selectboard, the 3rd day of April 2023.

Carol Walace-Selectboard Chairman Signature: *Carol Wallace*  
STATE OF NEW HAMPSHIRE, County of Sullivan

On this 3rd day of April 2023, Holly Leonard, before me (Notary Public) the undersigned Officer, personally appeared. Carol Wallace, who acknowledged himself to be the Chairman (TITLE) of Town of Sunapee Selectmen, 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 Holly Leonard My commission expires: February 8, 2028

*Holly Leonard*



Drinking Water State Revolving Fund  
Drinking Water & Ground Water Trust Fund  
PFAS- Remediation Loan Fund



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

Robert R. Scott, Commissioner



**Consultant Selection Justification Form  
American Rescue Plan Act (ARPA)**

This form is intended to be used by funding recipients receiving grant funds through the American Rescue Plan Act (ARPA) to document the consultant selection process per Uniform Guidance 2 CFR 200.317 through 2 CFR 200.327 and provide justification to the New Hampshire Department of Environmental Services (NHDES).

<b>Community / Entity Name: Town of Sunapee</b>	<b>PWSID (If Applicable): 2271010</b>
<b>Project Name: 2023 Asset Management Planning</b>	<b>ARPA Project Number: AM-167</b>
<b>Project Location: Sunapee</b>	
<b>Selected Consultant Name: Underwood Engineers</b>	

Please select one of the following justifications for consultant selection. Attach supporting documentation if applicable.

☐ **Qualifications Based Selection (QBS)** – If your organization issued a request for qualifications (RFQ) and selected a consultant based on this process please provide the RFQ and a summary of the selection process. *This is required for Clean Water projects.*

☐ **Solicitation for Quotes/Proposals** – If quotes/proposals for professional consulting services were solicited, please provide a brief explanation of the process and an overview of the results.

☒ **\* Non-competitive/Sole Source** – If non-competitive procurement was followed, indicate the qualifying circumstances: 1) micropurchase (value under \$10,000); 2) item or service only available from a single source; 3) public exigency or emergency for the requirement will not permit a delay resulting from publicizing competitive solicitation; 4) or after solicitation of a number of sources competition was deemed inadequate. If none of these situations apply provide justification for this selection process. \*Non-competitive procurement requires the approval of the NHDES Bureau Administrator.

*Sunapee Water Department is seeking to build upon the Water System Asset Management Program Completed May 15, 2019 and improve that plan with more information regarding rates, more accurate GPS of assets, training of personnel to keep improvement and repair records up to date and develop community outreach strategy as well developing written instructions on how to use the AMP. Sunapee Water Department has previously invested \$40,000 to develop the Water System Asset Management Program that was completed by Underwood Engineers May 14, 2019 and \$30,000 in grant funds was invested to add the Sewer System to that plan. Underwood Engineers has worked many hours with Sunapee personnel to get these plans to where they are currently. Underwood Engineers was selected as the consultant to be Sunapee Water & Sewer Department's Engineer many years ago and Underwood has continued in service for many projects with The Town of Sunapee. Sunapee Water & Sewer Commission has selected Underwood Engineers as the consultant for the Sunapee Water Asset Management Planning due to the fact that they have been involved in the entire development of Sunapee Water & Sewer Department's Asset Management Planning to date and are very familiar with all aspects of both systems as well as being the consultant that instituted Sunapee Water & Sewer's ArcGIS Asset Management System.*

---

The authorized signature shall match the authorized signature on the Grant Agreement.

Authorized Signature: *C Wallace*

Date: *1/3/23*

Printed Name: *Carol P. Wallace*

Title and Affiliation: *Chair*

**\*NHDES USE ONLY – For approving non-construction non-competitive procurement procedures**  
NHDES Bureau Administrator Approval

\_\_\_\_\_  
Name

\_\_\_\_\_  
Bureau

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT A**  
**SPECIAL PROVISIONS**

***I. NEW HAMPSHIRE STATE AND LOCAL FISCAL RECOVERY FUNDS FEDERAL REQUIREMENTS***

This Agreement is funded under a grant to the State of New Hampshire (State) and subsequently through the Governor's Office for Emergency Relief and Recovery (GOFERR) and New Hampshire Department of Environmental Services (NHDES) as approved by the Governor and Executive Council from the federal government through the Department of Treasury (Treasury) through the American Rescue Plan Act of 2021 (ARPA), with the source of funds being the State and Local Fiscal Recovery Funds (SLFRF) identified under the Catalog of Federal Domestic Assistance (CFDA) number #21.027. The Federal Award Identification Number (FAIN) for this award is SLFRP0145. This grant award is a subaward of SLFRF funds and any and all compliance requirements, as updated by Treasury, for use of SLFRF funds are applicable to the Subrecipient, without further notice. Treasury requirements are published and updated at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>.

**FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA).** The Subrecipient shall comply with the terms of the FFATA by providing NHDES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data information as required under the FFATA. A DUNS number may be obtained by visiting <http://fedgov.dnb.com/webform/>.

**SAM REGISTRATION:** The Subrecipient must have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).

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

**RECORDKEEPING REQUIREMENTS:** The Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to the State and/or Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. Subrecipient must agree to provide or make available such records to the State and Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.

**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

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Date 4/3/23

implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions. **CIVIL RIGHTS COMPLIANCE:** The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply, and shall include in every contract or agreement funded with these funds this same requirement to comply, with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

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

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

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

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

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

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

For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:**

As required by 2 CFR 200.216, subrecipients, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as

Grantee Initials CW  
Date 4/3/23



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. Obligor or expending funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
  - (1) Procure or obtain, extend or renew a contract to procure or obtain;
  - (2) Enter into a contract (or extend or renew a contract) to procure; or
  - (3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list which can be found at <https://www.sam.gov/SAM/pages/public/index.jsf>

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

5: Infrastructure
5.1 Clean Water: Centralized Wastewater Treatment
5.2 Clean Water: Centralized Wastewater Collection and Conveyance
5.3 Clean Water: Decentralized Wastewater
5.4 Clean Water: Combined Sewer Overflows
5.5 Clean Water: Other Sewer Infrastructure
5.6 Clean Water: Stormwater
5.7 Clean Water: Energy Conservation
5.8 Clean Water: Water Conservation

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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-%20revolving-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**

Grantee Initials OW  
Date 4/3/23

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 IDS  
Date 4/3/23

**EXHIBIT B**  
**SCOPE OF SERVICES**

The Town of Sunapee will use these funds for asset management and financial planning initiatives for the water system. Specifically, the following task(s), as described in the application submitted to NHDES, will be accomplished:

1. Update asset inventory and mapping including customer services lines. Conduct condition assessment and risk analysis of all water assets and estimate remaining useful life.

*Deliverable:* Submit sample of inventory and condition assessment results to NHDES. Submit GIS map to NHDES (electronic file is preferred but paper is acceptable).

2. Develop long-term funding plan through the evaluation process of the true cost of service and water rate analysis.

*Deliverable:* Submit long-term funding plan to NHDES.

3. Conduct a Level of Service (LOS) workshop to develop LOS specific goals for the water system.

*Deliverable:* Submit LOS of goals for review and approval to NHDES.

4. Staff and decision makers training will be provided by consultant.

*Deliverable:* Submit training material and follow up notes to NHDES.

5. Prepare an implementation plan. The implementation plan will address the use, the frequency of the review and the revision process to be submitted with the application.

*Deliverable:* Submit a copy of this plan to NHDES.

6. Prepare a communication plan. Develop a Storymap for the asset management program. Present asset management plan and provide training in asset management principles to decision-makers.

*Deliverable:* Submit asset management plan and Storymap to NHDES.

7. Purchasing of software and equipment.

*Deliverable:* Submit invoices and screenshots of the software once it is implemented.

Grantee Initials OPW  
Date 9/3/23

**Invitation for DES participation in meetings and workshops is a requirement.** Quarterly progress report forms must be completed by grant recipients or their subcontractor and submitted to NHDES every three months, beginning with the first full 3 month quarter after grant approval from the Governor and Council.

**EXHIBIT C**  
**BUDGET & PAYMENT METHOD**

All services shall be performed to the satisfaction of the Department of Environmental Services before payment is made. This is a reimbursement grant which means that all payments shall be made upon 100% completion of identified tasks per Exhibit B, received and approval of stated deliverables and upon receipt of associated documentations such as invoices, receipts, etc. **Grant award is a 100% grant for up to \$88,900. If invoice is less than initial estimate only the amount on the invoice will be paid.**

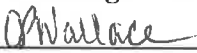
Task Number/Description	Asset Management Grant
Task 1: Asset Inventory & GIS Mapping	\$37,900
Task 2: Financial Review	\$4,200
Task 3: Level of Service	\$4,100
Task 4: Decision Makers Training	\$6,000
Task 5: Develop and Implementation plan and Communication Plan	\$16,600
Task 6: Wrap up Presentation and Project Completion	\$11,900
Task 7: Equipment purchases	\$8,200
<b>TOTAL</b>	<b>\$88,900</b>

Grantee Initials OW  
Date 4/3/23

## GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby  
Mutually agree as follows:  
GENERAL PROVISIONS

## 1. Identification and Definitions.

<b>1.1. State Agency Name</b> Department of Environmental Services		<b>1.2. State Agency Address</b> 29 Hazen Drive, P.O. Box 95 Concord, NH 03302-0095	
<b>1.3. Grantee Name</b> Town of Sunapee		<b>1.4. Grantee Address</b> 23 Edgemont Road, Sunapee, NH 03782	
<b>1.5 Grantee Phone #</b> 603-763-2115	<b>1.6. Account Number</b> 03-44-44-440010-2476-072	<b>1.7. Completion Date</b> April 1, 2025	<b>1.8. Grant Limitation</b> \$ 88,200
<b>1.9. Grant Officer for State Agency</b> Johnna McKenna		<b>1.10. State Agency Telephone Number</b> 603-271-7017	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Grantee Signature 1</b> 		<b>1.12. Name &amp; Title of Grantee Signor 1</b> Carol P. Wallace, Chair	
<b>Grantee Signature 2</b>		<b>Name &amp; Title of Grantee Signor 2</b>	
<b>Grantee Signature 3</b>		<b>Name &amp; Title of Grantee Signor 3</b>	
<b>1.13 State Agency Signature(s)</b>		<b>1.14. Name &amp; Title of State Agency Signor(s)</b> Robert R. Scott, Commissioner Department of Environmental Services	
<b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>  By: Assistant Attorney General, On: / /			
<b>1.16. Approval by Governor and Council (if applicable)</b>  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 of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
  - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
  - 11.1.2 Failure to submit any report required hereunder; or
  - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
  - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
  - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
  - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
  - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
  - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 12.4. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials

RW

Date

4/3/23

- 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 intent of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

# **NOTICE OF PUBLIC HEARING**

Town of Sunapee, NH

The Selectmen of the Town of Sunapee Public Hearing  
on Monday, April 3, 2023, at 7:00PM in the  
Town Office Meeting Room,  
23 Edgemont Road, Sunapee NH.

Acceptance and Expenditure of Unanticipated Revenue  
from the State of New Hampshire Governor's Office for  
Emergency Relief and Recovery – APRA SFRF Locality  
Equipment Matching Program Application Award.

Pursuant to RSA 31:95-b, the meeting will be held to  
hear public comment on the acceptance and expendit-  
ure of unanticipated revenue in the amount of  
\$50,000.00 from the State of New Hampshire  
Governor's Office for Emergency Relief and Recovery –  
APRA SFRF Locality Equipment Matching Program  
Application Award. Any persons wishing to be heard on  
this matter are invited to attend the hearing and make  
their opinions known.





## STATEMENT OF REMITTANCE

If you have further payment questions, reference the contact information provided next to the line item in question.

<b>TOTALS:</b>	<b>\$50,000.00</b>
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## Questions On Your Payment?

Please use the contact information provided above in the fourth column from the left.

Page 1 of 1

# State of New Hampshire

## Vendor Payments

Bank of America  
Concord, NH

03/15/23

**2333895**

PAY EXACTLY *VOID VOID VOID VOID VOID VOID VOID VOID*

\$ \*\*\*\*50,000.00

**TOWN OF SUNAPEE**  
**Treasurer**  
**23 Edgemont Rd**  
**Sunapee NH 03782-2513**  
 177483



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

**Robert R. Scott, Commissioner**



September 8, 2022

**SUNAPEE WATER WORKS**

Holly Leonard, Water & Sewer Department Office Manager

P.O. Box 347

SUNAPEE, NH 03782

[holly@town.sunapee.nh.us](mailto:holly@town.sunapee.nh.us)

**Subject:** Drinking Water State Revolving Loan Fund (DWSRF) Pre-Application  
FY 2022 Project Priority List  
SUNAPEE WATER WORKS; PWS#2271010

Dear Ms. Leonard,

The purpose of this letter is to inform you that the [FY 2022 DWSRF Project Priority List](#) has been finalized and that \$2,148,000 in financial assistance is available for the following project.

Project Description	Funding Source	Available Funding Amount
SUNAPEE ROUTE 11 WATER MAIN CROSSINGS AND WATER MAIN REPLACEMENTS	DWSRF Loan	\$1,394,400
	Estimated Principal Forgiveness*	30% Forgiveness
	DWSRF Lead Service Line (LSL)	\$405,000
	Estimated LSL Principal Forgiveness*	49% Forgiveness
	American Rescue Plan Act (ARPA) Grant	\$348,600

The funding package includes DWSRF loan funds and American Rescue Plan Act of 2021 (ARPA) grant funds. If you plan to move ahead with your project the next step is to obtain the authority to accept the funds and **submit a final application before May 1, 2023**. The required documents are listed on the [Final Application Checklist](#). Once the final application has been submitted the funding agreement must be approved by the Governor and Executive Council. Borrowing the DWSRF loan funds is not required in order to receive the ARPA grant. However, funding to cover the full project cost must be identified prior to ARPA funds being awarded.

Due to the time constraints set in place for ARPA funding by the US Department of the Treasury, NHDES is requiring that the final application be submitted by the May 1, 2023 deadline. Failure to do so may jeopardize this ARPA funding award. Additionally, ARPA funds must be expended by the deadline established in the grant agreement but no later than December 31, 2026, which is the deadline established in the US Department of the Treasury Interim Final Guidance.

We ask that you keep NHDES informed of progress made toward seeking the authority to accept funding. We recommend that any resolution or warrant article authorize borrowing the full project

[www.des.nh.gov](http://www.des.nh.gov)

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095

(603) 271-3503 • Fax: 271-5171 • TDD Access: Relay NH 1-800-735-2964

amount and the ability to accept grant funds. NHDES will be hosting a virtual office hour on September 23, 2022 to answer any questions you have regarding your funding offer. If you are interested in attending, please register at the link below.

[2022 DWSRF-ARPA Office Hour Registration](#)

Should your project not move forward, please contact us as soon as possible. If you have any questions or would like to set up a meeting to review the process and project scope, please contact me at (603) 271-7017 or at [johnna.mckenna@des.nh.gov](mailto:johnna.mckenna@des.nh.gov).

Sincerely,



Johnna McKenna  
DWSRF Program Administrator  
Drinking Water and Groundwater Bureau

*\* Principal forgiveness amounts for DWSRF loan funds will be confirmed after the final application is submitted.*

ecc: [Thomas.H.Willis@des.nh.gov](mailto:Thomas.H.Willis@des.nh.gov)



## DRINKING WATER INFRASTRUCTURE PROJECT CERTIFICATE OF VOTE – GRANTS ONLY



Drinking Water & Groundwater Bureau Sustainability Grants,  
Drinking Water & Groundwater Trust Fund (DWGTF),  
PFAS Remediation Loan Fund (PFAS-RLF), And American Recovery Plan Act (ARPA)

Env-Dw 1300; Env-Dw 1400

A Certificate of Vote of Authorization is a certificate that states that a grant applicant is willing to enter into a grant agreement with the State of NH Department of Environmental Services and that whoever signs the Grant Agreement (provided under separate cover) has the authority to do so. **This is a 3-person form:**

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

### Certificate of Vote of Authorization

SUNAPEE WATER WORKS/TOWN OF SUNAPEE  
23 EDMONT ROAD, SUNAPEE, NH 03782

I, Carol Wallace-Chairman of the Town of Sunapee Selectmen do hereby certify that at a meeting held on April 3, 2023, the Town of Sunapee Selectboard voted to enter into a American Rescue Plan Act Fund (ARPA) grant agreement with the New Hampshire Department Environmental Services to fund a water system improvement project.

The Town of Sunapee Selectboard further authorized the Superintendent of the Water & Sewer Department- David Bailey to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Carol Wallace of The Town of Sunapee Selectboard, the 3rd day of April 2023.

Carol Walace-Selectboard Chairman Signature: \_\_\_\_\_  
STATE OF NEW HAMPSHIRE, County of Sullivan

On this 3rd day of April 2023, Holly Leonard, before me (Notary Public) the undersigned Officer, personally appeared. Carol Wallace, who acknowledged himself to be the Chairman (TITLE) of Town of Sunapee Selectmen, 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 Holly Leonard My commission expires: February 8, 2028

[Drinking Water State Revolving Fund](#)  
[Drinking Water & Ground Water Trust Fund](#)  
[PFAS- Remediation Loan Fund](#)

# AGREEMENT MODIFICATION #1



Date: March 17, 2023

Project No: 2022-088/004

To: Scott Hazelton, Highway Director  
Town of Sunapee  
621 Route 11  
Sunapee, NH 03782

Phone: (603) 763-5060 Ext. 11  
Email: scott@town.sunapee.nh.us

From: Christopher Fournier, PE

Email: cfournier@hebengineers.com

**Re: Sargent Road Bridge, Sunapee, NH**

Dear Scott,

In accordance with our original Agreement dated July 18, 2023, we propose to render additional professional services in connection with **Sargent Road Bridge in Sunapee, NH** hereinafter called the "Project." You are expected to furnish us with all information as to your requirements, including any special or extraordinary considerations for the Project or special services as needed, and to make available all pertinent existing information.

Our additional scope of services will consist of:

**NHDES Pre-Application Meeting: HEB Phase 004**

- » Prepare and send materials, including Engineering Study and preliminary desktop research information, to NHDES.
- » Coordinate with NHDES as necessary.
- » Attend NHDES Pre-Application meeting on-site.
- » Prepare minutes and provide summary of meeting.

**Meetings:** One NHDES Pre-Application Meeting on-site.

**Site visits:** None anticipated.

**Deliverables:** Pre-Application Meeting Minutes.

See the General Provisions (Terms and Conditions) following this page for a more detailed description of our and your obligations and responsibilities.

You will pay us for our services a lump sum of **\$5,000**.

We would expect to start our services promptly after receipt of your acceptance of this Agreement Modification and to complete our services within **4 weeks**. If there are protracted delays for reasons beyond our control, we would expect to renegotiate with you the basis for our compensation in order to take into consideration changes in price indices and pay scale applicable to the period when our services are in fact being rendered. This Agreement Modification is void after 30 days.

Upon authorization of this agreement, the Agreement Modification and the General Provisions shall become part of the original Agreement identified above. If you agree with these arrangements, we would appreciate your returning a copy of this agreement **signed below and initialed on the attached General Provisions by an authorized representative**.

Accepted this \_\_\_\_ day of \_\_\_\_\_ 2023

Very truly yours,  
**HEB Engineers, Inc.**

By: \_\_\_\_\_  
Authorized Representative

By:   
Authorized Representative

\_\_\_\_\_  
Printed Name and Title

Christopher R. Fournier, Vice President  
\_\_\_\_\_  
Printed Name and Title

P:\Jobs\2022\2022-088 Town of Sunapee - Sargent Road Bridge, Sunapee, NH\Administration\Agreement Modification #01 Sargent Rd Bridge NHDES Pre-App Mtg 03-17-23.docx

**HEB Engineers, Inc. • www.hebengineers.com**

**New Hampshire:** Office (603) 356-6936 • Fax (603) 356-7715 • PO Box 440 • 2605 White Mountain Highway • No. Conway, NH 03860

**Maine:** Office (207) 803-8265 • PO Box 343 • 103 Main Street • Suite 6 • Bridgton, ME 04009

# GENERAL PROVISIONS

(Terms and Conditions)

Agreed \_\_\_\_\_  
(initials)

## Access to Site

Unless otherwise stated, the Client will provide access to the site for activities necessary for the performance of the services. HEB Engineers, Inc. (HEB) will take precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

## Fee

The total fee when stated as a lump sum, is fixed based on the agreed-upon Scope of Services. Where the fee arrangement is to be on an hourly basis, the total fee shall be understood to be an estimate; actual time spent will be invoiced using the billing rates in accordance with our latest Fee Schedule and direct expenses will be billed to the Client at actual cost plus 15 percent.

## Billings/Payments

Invoices for services will be submitted monthly and are due when rendered and shall be considered PAST DUE if not paid within 30 days of the invoice date. A monthly service charge of 1.5% of the unpaid balance (18% true annual rate) will be added to PAST DUE accounts. If the Client fails to make payment when due and HEB incurs costs to collect overdue sums, the Client agrees that all such collection costs shall be payable to HEB. Collections costs shall include, without limitation, legal fees, collection fees and expenses, court costs, and reasonable HEB staff costs at billing rates in accordance with our latest Fee Schedule for HEB's time spent in collection efforts. If the Client fails to make payment when due or is in breach of this Agreement, HEB may suspend performance of services upon ten (10) calendar days' notice to the Client. HEB shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, HEB shall resume services and the schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense for HEB to resume performance. Retainers shall be credited on the final invoice. If the Client fails to make payment to HEB in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by HEB.

## Indemnifications

The Client agrees, to the fullest extent permitted by law, to indemnify and hold HEB, its officers, directors, employees, and subconsultants harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the Client's negligent acts, errors, or omissions and those of their contractors, subcontractors, consultants, or anyone for whom the Client is legally liable, and arising from the project which is the subject of this Agreement.

HEB agrees, to the fullest extent permitted by law, to indemnify and hold the Client, its officers, directors, employees, and subconsultants harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by HEB's negligent acts, errors, or omissions and those of their contractors, subcontractors, consultants, or anyone for whom HEB is legally liable, and arising from the Project which is the subject of this Agreement.

Neither the Client nor HEB shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

## Risk Allocation

In recognition of the relative risks, rewards, and benefits of the Project to both the Client and HEB, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, to limit the liability of HEB to the Client, for any and all claims, losses, expenses, damages of any nature whatsoever, or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of HEB to the Client shall not exceed \$50,000, or HEB's total fee, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

## Termination of Services

Either party may terminate this Agreement for cause upon giving written notice to the other party not less than seven (7) calendar days written notice for: substantial failure by the other party, assignment of this Agreement, or transfer of the Project to any other entity without prior written consent, suspension of the Project by the Client for more than ninety (90) days or material changes in condition necessitate such changes. In the event of termination, the Client shall pay HEB within 15 days for all services rendered to the date of termination, all direct expenses, and reimbursable termination expenses.

## Ownership of Instruments of Service

All reports, drawings, specifications, computer files, field data, notes, other documents, and instruments prepared by HEB as instruments of service shall remain property of HEB. HEB shall retain all common law, statutory, and other reserved rights, including the copyright thereto. HEB has the right to use photographs of the project site in all available marketing avenues.

## Applicable Law

Unless otherwise specified, this Agreement shall be governed by the laws of the State of New Hampshire.

## Claims & Disputes

In an effort to resolve conflicts that arise during design or construction of the Project or following completion, the Client and HEB agree that all disputes in excess of \$5,000, arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. Disputes under \$5,000 shall be decided by Small Claims Court.

## Pollution Exclusion

Both parties acknowledge that HEB's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event HEB or any other party encounters any hazardous or toxic materials, or should it become known to HEB that such materials may be present on or about the jobsite that may affect the performance of HEB's services, HEB may, at its option and without liability for consequences or any other damages, suspend performance of the services under this Agreement until the Client has abated the materials and the site is in full compliance with all applicable laws and regulations.

## Additional Services and Direct Expenses

Additional services and direct expenses are those services and expenses not specifically included in the Scope of Services stated in the Agreement. HEB will notify the Client of any significant change in scope which will be considered additional services. The Client agrees to pay HEB for any additional services in accordance with our latest Fee Schedule. These additional services and expenses will be mutually agreed upon by the Client and HEB.

## Change in Services

HEB's commitments, as set forth in this Agreement, are based on the expectation that all of the services described in this Agreement will be provided. In the event the Client later elects to reduce HEB's scope of services, the Client hereby agrees to release, hold harmless, defend and indemnify HEB from any and all claims, damages, losses, or costs associated with or arising out of such reduction of services.

## Unauthorized Changes

In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications, or other construction documents prepared by HEB without obtaining the HEB's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore, the Client agrees to waive any claim against HEB and to release HEB from any liability arising directly or indirectly from such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless HEB from any damages, liabilities, or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

In addition, the Client agrees to include in any contracts for construction appropriate language that prohibits Contractor or any subcontractors of any tier from making any changes or modifications to HEB's construction documents without the prior written approval of HEB and that further requires Contractor and subcontractors to indemnify both HEB and the Client from any liability or cost arising from such changes made without such proper authorization.

## GENERAL PROVISIONS *continued*

(Terms and Conditions)

Agreed \_\_\_\_\_  
(initials)

### Public Responsibility

Both the Client and HEB owe a duty of care to the public that requires them to conform to applicable codes, standards, regulations, and ordinances, principally to protect the public health and safety. The Client shall make no request of HEB that, in HEB's reasonable opinion, would be contrary to HEB's professional responsibilities to protect the public. The Client shall take all actions and render all reports required of the Client in a timely manner. Should the Client fail to take any required actions or render any required notices to appropriate public authorities in a timely manner, the Client agrees HEB has the right to exercise its professional judgment in reporting to appropriate public officials or taking other necessary action. The Client agrees to take no action against or attempt to hold HEB liable in any way for carrying out what HEB reasonably believes to be its public responsibility.

### Delays

The Client agrees that HEB is not responsible for damages arising directly or indirectly from any delays for causes beyond HEB's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war, or other emergencies; failure of any government agency to act in a timely manner; failure of performance by the Client or the Client's contractors, or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by HEB to perform its services in an orderly and efficient manner, HEB shall be entitled to a reasonable adjustment in schedule and compensation.

### Design Without Construction Phase Services

It is understood and agreed that if HEB's Scope of Services under this Agreement do not include observation, review, or any other construction phase services, that such services will be provided for by the Client. In this case, the Client assumes all responsibility for interpretation of HEB's deliverables and for construction observation. The Client waives any claims against HEB that may be in any way connected thereto. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless HEB, its officers, directors, employees and subconsultants (collectively, HEB) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services. If the Client requests that HEB provide any specific construction phase services, and if HEB agrees in writing to provide such services, an Agreement Modification will be prepared for the Scope of Services, otherwise HEB shall be compensated for as Additional Services as provided above, and such services shall become part of this Agreement.

### Construction Observation

If required and agreed upon between HEB and Client, HEB shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and HEB, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow HEB staff, as experienced professionals, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on this general observation, HEB shall keep the Client informed about the progress of the Work and shall advise the Client about observed deficiencies in the Work.

If the Client desires more extensive project observation or full-time project representation, the Client shall request that such services be provided by HEB as Additional Services in accordance with the terms of this Agreement.

HEB shall not supervise, direct, or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

HEB shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portion of the Work, or any agents or employees of any of them. HEB does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

### Jobsite Safety

Neither the professional services of HEB, nor the presence of HEB or its employees and subconsultants at a construction/job site, shall relieve the Contractor of its obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. HEB and its personnel have no authority to exercise any control over any Contractor or its employees in connection with their Work or any health or safety programs or procedures. The Client agrees that the Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client also agrees that the Client, HEB, and HEB's subconsultants shall be indemnified by the Contractor and shall be made additional insured under the Contractor's policies of general liability insurance.

### Request for Clarification or Interpretation

The Contractor may, after exercising due diligence to locate required information, request from HEB clarification or interpretation of the requirements of the Contract Documents. HEB shall, with reasonable promptness, respond to each Contractor's requests for clarification or interpretation. However, if the information requested by the Contractor is apparent from field observations, is contained in the Contract Documents, or is reasonably inferable from them, the Contractor will be responsible to the Client for all reasonable costs charged by HEB to the Client for the Additional Services required to provide such information.

### Submittal Review

If required and agreed upon between HEB and Client, HEB shall review and approve or take other appropriate action on Contractor submittals, such as shop drawings, product data, samples, and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the specifications of the Contract Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the Work with other trades, or construction safety precautions, all of which are the sole responsibility of the Contractor. HEB's review shall be conducted with reasonable promptness while allowing sufficient time in HEB's judgment to permit adequate review. Review of a specific item shall not indicate that HEB has reviewed the entire assembly of which the item is a component. HEB shall not be responsible for any deviations from the Contract Documents not brought to the attention of HEB in writing by the Contractor. HEB shall not be required to review partial submissions or those for which submission of correlated items have not been received.

### Rejection of Work

HEB shall have the authority to reject any Work that is not, in the judgment of HEB, in conformance with the Contract Documents or Work plans. Neither this authority nor HEB's good-faith judgment to reject or not reject any Work shall subject HEB to any liability or cause of action to the Contractor, subcontractors, or any other suppliers or persons performing work on the Project.

### Record Documents

If required and agreed upon between HEB and Client, upon completion of the Work, HEB shall compile for and deliver to the Client a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders, and other data furnished by the Contractor. These Record Documents will show significant changes made during construction. Because these Record Documents may be based on unverified information provided by other parties, which HEB shall assume to be reliable, HEB cannot and does not warrant the accuracy of information provided by other parties.

Input Cells	COLA	5.00%	Steps 1-11	2.50%
FY23 Rate	STEP	2.50%	Steps 12-18	1.75%

Grade	Positions		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
3	Library Aid I	FY23	\$ 15.38	\$ 15.77	\$ 16.16	\$ 16.57	\$ 16.98	\$ 17.40	\$ 17.84	\$ 18.28	\$ 18.74	\$ 19.21	\$ 19.69	\$ 20.04	\$ 20.39	\$ 20.74	\$ 21.11	\$ 21.48	\$ 21.85	\$ 22.22

[illegible][illegible][illegible][illegible][illegible]



Input Cells	COLA	5.00%	Steps 1-11	2.50%
FY23 Rate	STEP	2.50%	Steps 12-18	1.75%

Grade	Positions		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
12	Positions																			
	Foreman Transfer Station																			
	Hydro Supervisor	FY23	\$ 24.56	\$ 25.17	\$ 25.80	\$ 26.45	\$ 27.11	\$ 27.79	\$ 28.48	\$ 29.19	\$ 29.92	\$ 30.67	\$ 31.44	\$ 31.99	\$ 32.55	\$ 33.12	\$ 33.70	\$ 34.29	\$ 34.89	\$ 35.50
	Water/Wastewater Control, Chief Operator																			
	Operator Diesel & Heavy Equip Mechanic																			
	Land Use Assessing Coordinator																			
	Building and Parks Maintenance Foreman																			
	Full Time Police Officer																			
14	Positions																			
	Highway Foreman																			
	Asst. Water & Sewer Superintendant	FY23	\$ 29.18	\$ 29.91	\$ 30.66	\$ 31.42	\$ 32.21	\$ 33.01	\$ 33.84	\$ 34.69	\$ 35.55	\$ 36.44	\$ 37.35	\$ 38.01	\$ 38.67	\$ 39.35	\$ 40.04	\$ 40.74	\$ 41.45	\$ 42.18
	Planning Director																			
	Building and Parks Maintenance Supervisor																			
	Police Sergeant																			
	Office Manager																			
15	Positions																			
	Combined Town Clerk/Tax Collector																			
	Building Inspector/Code Enforcement	FY23	\$ 32.09	\$ 32.89	\$ 33.71	\$ 34.56	\$ 35.42	\$ 36.30	\$ 37.21	\$ 38.14	\$ 39.10	\$ 40.07	\$ 41.08	\$ 41.79	\$ 42.53	\$ 43.27	\$ 44.03	\$ 44.80	\$ 45.58	\$ 46.38
	Human Resources Director																			
	Finance Director																			
16	Positions																			
	Police Lieutenant																			
	Library Director	FY23	\$ 35.30	\$ 36.18	\$ 37.09	\$ 38.02	\$ 38.97	\$ 39.94	\$ 40.94	\$ 41.96	\$ 43.01	\$ 44.09	\$ 45.19	\$ 45.98	\$ 46.78	\$ 47.60	\$ 48.44	\$ 49.28	\$ 50.15	\$ 51.02
18	Positions																			
	Water/Wastewater Superintendant																			
	Highway Director	FY23	\$ 42.71	\$ 43.78	\$ 44.88	\$ 46.00	\$ 47.15	\$ 48.33	\$ 49.54	\$ 50.77	\$ 52.04	\$ 53.34	\$ 54.68	\$ 55.63	\$ 56.61	\$ 57.60	\$ 58.61	\$ 59.63	\$ 60.68	\$ 61.74
	Police Chief																			
	Planning, Zoning & Compliance Administrator																			
19	Positions																			
	Town Manager	FY23	\$ 47.00	\$ 48.17	\$ 49.38	\$ 50.61	\$ 51.88	\$ 53.17	\$ 54.50	\$ 55.87	\$ 57.26	\$ 58.69	\$ 60.16	\$ 61.21	\$ 62.29	\$ 63.38	\$ 64.48	\$ 65.61	\$ 66.76	\$ 67.93

Approved 03 April 2023

Seasonal - Elected-Non-Classified			
Position	# of staff	2023 Pay	2023 Pay Top Range
Assistant Beach Manager/WSI		17.47	25.00
Beach Manager		18.56	21.84
Beach Staff - Attendant	8	11.00	13.00
Boot Camp Instructor		16.39	
Cemetery Laborer		13.65	
Crossing Guard		13.65	
Information Booth Attendant I	2	15.56	
Information Booth Attendant II	1	16.11	
Library Intern		14.23	
Lifeguards	11	13.00	15.00
Recreation Baseball Umpire		60.00	per game
Recreation Softball Umpire		65.00	per game
Recreation Basketball Referee		40.00	per game
Recreation Basketball Scorekeeper		25.00	per game
Recreation Instructor		32.76	
Recreation Soccer Referee		40.00	per game
Summer Camp Director		19.66	30.00
Assistant Day Camp Director		14.20	16.38
Day Camp Counselors	8	11.00	13.00
Skate Attendant		13.10	
Seasonal Part-Time Janitor		21.84	
Summer TS Attendant		15.95	
Senior TS Attendant		16.35	
Seasonal Water & Sewer Laborer		15.95	
Seasonal Highway Laborer		15.95	17.47
Trust Fund Secretary		27.14	
Youth Sailing Instructor		14.20	17.47
Plow Driver I (no CDL)		24.57	
Senior Plow Driver I (no CDL)		25.66	
Plow Driver II (CDL License)		26.75	
Senior Plow Driver II (CDL License)		27.85	
Interim Assistant TCTC		17.47	21.84
Health Officer Annual Stipend		Moved to Hourly	

Elected			
Position	# of staff		
Ballot Clerk	4	10.65	
Deputy Treasurer		158.41	
Moderator		192.45	
Selectmen	4	3,831.74	
Selectmen Chair		4,032.69	
Supervisor of the Checklist	3	10.92	
Treasurer		4,032.69	

Fire Department			
Position	# of staff	2023 Pay	
Fire Chief		54,600.00	Annually
Assistant Chief		20.75	
Captain	2	19.66	
Fire First Lieutenant	4	18.56	
Fire Second Lieutenant		17.56	
Firefighter		12.01	
Firefighter 1		13.10	
Firefighter 2		14.20	
EMR		13.10	
EMT		14.20	
AEMT		15.29	
PEMT		16.38	
EMR + Firefighter 1		14.20	
EMR + Firefighter 2		15.29	
EMT + Firefighter 1		15.29	
EMT + Firefighter 2		16.38	
A-EMT + Firefighter 1		16.38	
A-EMT + Firefighter 2		17.47	
P-EMT + Firefighter 1		17.47	
P-EMT + Firefighter 2		18.56	
Training Officer		17.47	
Photographer		12.01	
Per Diem: 10 shifts per week		163.80	per 12 hr shift
Fire Supply Coordinator		100.00	Quarterly
Fire Training Coordinator		100.00	Monthly
Fire Prevention Coordinator		100.00	Quarterly

Approved 03 April 2023

## EVERSOURCE - POLE LOCATION PLAN

SUNAPEE  
Municipality

NORTH RD  
Street / Road

MUNICIPAL LICENSE  
Reason for Proposal

**Eversource** INTERNAL USE ONLY ☐

TELCO MEMO REQ'D ☐

**OTHER**

Plan Date: 03/20/2023

NEWPORT  
AWC

10327875  
Work Request

CONSOLIDATED  
Company Name

Agency / Company Name

80316397	100%
Work Order #	Trimming %

XXX XXX  
Project #

6  
Trimming %

Project / App #	Trimming %
-----------------	------------

Authorization #

C. GUIMARRA  
Technician

DANIEL ALBERT  
Engineer

### Contact Person

Legal Date	Legal Time
------------	------------

3410	34.5KV
Circuit.Map	Voltage

SUNAPEE  
Exchange of Notice

☐ EASEMENT☒ MUNICIPAL LICENSE☐ STATE LICENSE

INDICATE NORTH WITH AN ARROW

[illegible]

**TOWN OF SUNAPEE, NH**  
**Permit to Excavate in Town Highways and Streets**  
**FEE \$75.00**

PARCEL ID \_\_\_\_\_

Name of Applicant Public Service Co. of NH D/B/A Eversource Energy

Address 280 Sunapee St, Newport NH

Telephone Number (603)865-6208

Contractor: \_\_\_\_\_

24 Hour Phone (not an answering machine) (800)362-7764

Proposed Start Date: As Soon as Possible

Actual Start Date: \_\_\_\_\_

Estimated Completion Date: \_\_\_\_\_

**Paving or resurfacing must be completed within 4 weeks after completion of excavation and fill.**

North Rd & Lower Main St

Name of Highway or Street where excavation will take place, and location (such as house#, utility pole#, etc.)

Pole Replacement From Patrol - Found Deficient.

Type of excavation, water/sewer or other (if other, explain)

I, the above applicant, have received, read and understand the regulations governing excavations in town highways.  
I will abide by said regulations, a copy of which is attached.

Christopher C. Giunarra 03/20/2023  
Applicant's Signature Date

Recommended Action: \_\_\_\_\_ Approval \_\_\_\_\_ Denial

Conditions and Notes:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

\_\_\_\_\_  
Road Agent's Signature Date

Based on the regulations governing excavation and the recommendations of the Road Agent, this permit has been  
**GRANTED/DENIED** by the Board of Selectmen.

Signatures of the Board of Selectmen:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved by the Sunapee Board of Selectmen, July 1, 2019

## Revenue Report Monthly BOS

ALL FUNDS Periods: 2023-03 thru 2023-03 [25% of Year] Include: Revenues -

Account #	Account Title	Est. Revenue	PTD Rev.	YTD Rev.	Uncollected	% Coll.	Prior YTD Rev.
<b><u>01 - GENERAL FUND</u></b>							
<b><u>3190 - PENALTIES AND INTEREST</u></b>							
01-3190-01-902	INTEREST & COSTS	0.00	6,438.36	16,906.31	(16,906.31)	0.00	0.00
3190 - PENALTIES AND INTEREST		<b>0.00</b>	<b>6,438.36</b>	<b>16,906.31</b>	<b>(16,906.31)</b>	<b>0.00</b>	<b>0.00</b>
<b><u>3210 - BUSINESS LICENSES AND PERMITS</u></b>							
01-3210-01-910	UCC FILING	0.00	225.00	225.00	(225.00)	0.00	0.00
3210 - BUSINESS LICENSES AND PERMITS		<b>0.00</b>	<b>225.00</b>	<b>225.00</b>	<b>(225.00)</b>	<b>0.00</b>	<b>0.00</b>
<b><u>3220 - MOTOR VEHICLE PERMIT FEES</u></b>							
01-3220-01-906	AUTO REGISTRATIONS	0.00	80,504.50	232,300.00	(232,300.00)	0.00	0.00
01-3220-01-907	SNOWMOBILE AND ATV FEES	0.00	16.00	140.00	(140.00)	0.00	0.00
3220 - MOTOR VEHICLE PERMIT FEES		<b>0.00</b>	<b>80,520.50</b>	<b>232,440.00</b>	<b>(232,440.00)</b>	<b>0.00</b>	<b>0.00</b>
<b><u>3230 - BUILDING PERMITS</u></b>							
01-3230-01-909	SITE PLAN REVIEW FEES	0.00	300.00	600.00	(600.00)	0.00	0.00
01-3230-01-910	CERTIFICATE OF COMPLIANCE FEES	0.00	7,338.22	15,558.22	(15,558.22)	0.00	0.00
3230 - BUILDING PERMITS		<b>0.00</b>	<b>7,638.22</b>	<b>16,158.22</b>	<b>(16,158.22)</b>	<b>0.00</b>	<b>0.00</b>
<b><u>3290 - OTHER LICENSSES, PERMITS AND FEES</u></b>							
01-3290-01-901	BOND HEARING FEES	0.00	150.00	150.00	(150.00)	0.00	0.00
01-3290-01-907	BOAT REGISTRATIONS/FEES	0.00	694.28	1,765.32	(1,765.32)	0.00	0.00
01-3290-01-911	LOT MERGER FEES	0.00	75.00	75.00	(75.00)	0.00	0.00
01-3290-01-912	DOG LICENSES/FEES	0.00	404.50	1,231.00	(1,231.00)	0.00	0.00
01-3290-01-914	PERMIT TO EXCAVATE FEE	0.00	0.00	375.00	(375.00)	0.00	0.00
01-3290-01-915	VITALS-BIRTH & DEATH	0.00	69.00	526.00	(526.00)	0.00	0.00
01-3290-01-917	TOWN CLERK FEES	0.00	71.00	82.50	(82.50)	0.00	0.00
01-3290-01-918	MISC. TC/TC OVERAGES	0.00	0.00	(261.50)	261.50	0.00	0.00
01-3290-01-919	WETLANDS APPLICATIONS	0.00	0.00	1.00	(1.00)	0.00	0.00
3290 - OTHER LICENSSES, PERMITS AND FEES		<b>0.00</b>	<b>1,463.78</b>	<b>3,944.32</b>	<b>(3,944.32)</b>	<b>0.00</b>	<b>0.00</b>
<b><u>3353 - STATE - HIGHWAY BLOCK GRANT</u></b>							
01-3353-01-928	HIGHWAY BLOCK GRANT	0.00	0.00	24,793.66	(24,793.66)	0.00	0.00
3353 - STATE - HIGHWAY BLOCK GRANT		<b>0.00</b>	<b>0.00</b>	<b>24,793.66</b>	<b>(24,793.66)</b>	<b>0.00</b>	<b>0.00</b>
<b><u>3354 - STATE - WATER POLLUTION GRANTS</u></b>							
01-3354-01-795	STATE OF NH - WATER GRANT	0.00	0.00	7,376.77	(7,376.77)	0.00	0.00
3354 - STATE - WATER POLLUTION GRANTS		<b>0.00</b>	<b>0.00</b>	<b>7,376.77</b>	<b>(7,376.77)</b>	<b>0.00</b>	<b>0.00</b>
<b><u>3401 - INCOME FROM DEPARTMENTS</u></b>							
01-3401-01-321	PHOTOCOPY INCOME	0.00	0.00	9.25	(9.25)	0.00	0.00
01-3401-01-586	RECYCLING INCOME-ALUMINUM	0.00	0.00	2,759.07	(2,759.07)	0.00	0.00
01-3401-01-588	RECYCLING NEWSPAPER	0.00	561.05	842.80	(842.80)	0.00	0.00
01-3401-01-937	MISC. GENERAL GOV'T INCOME	0.00	0.00	100.00	(100.00)	0.00	0.00

## Revenue Report Monthly BOS

ALL FUNDS Periods: 2023-03 thru 2023-03 [25% of Year] Include: Revenues -

Account #	Account Title	Est. Revenue	PTD Rev.	YTD Rev.	Uncollected	% Coll.	Prior YTD Rev.
01-3401-01-950	ZBA INCOME	0.00	0.00	750.00	(750.00)	0.00	0.00
01-3401-01-959	[IA] HWY-MATERIALS SOLD	0.00	0.00	400.00	(400.00)	0.00	0.00
3401 - INCOME FROM DEPARTMENTS		<b>0.00</b>	<b>561.05</b>	<b>4,861.12</b>	<b>(4,861.12)</b>	<b>0.00</b>	<b>0.00</b>
<b><u>3404 - GARBAGE - REFUSE CHARGES</u></b>							
01-3404-01-940	SUNAPEE T/S TICKET SALES	0.00	1,515.00	6,150.00	(6,150.00)	0.00	0.00
3404 - GARBAGE - REFUSE CHARGES		<b>0.00</b>	<b>1,515.00</b>	<b>6,150.00</b>	<b>(6,150.00)</b>	<b>0.00</b>	<b>0.00</b>
<b><u>3501 - SALES OF MUNICIPAL PROPERTY</u></b>							
01-3501-01-970	CHECKING ACCOUNT INTEREST EARNED	0.00	0.00	10,739.52	(10,739.52)	0.00	0.00
3501 - SALES OF MUNICIPAL PROPERTY		<b>0.00</b>	<b>0.00</b>	<b>10,739.52</b>	<b>(10,739.52)</b>	<b>0.00</b>	<b>0.00</b>
01 - GENERAL FUND		<b>0.00</b>	<b>98,361.91</b>	<b>323,594.92</b>	<b>(323,594.92)</b>	<b>0.00</b>	<b>0.00</b>
<b><u>02 - HYDRO FUND</u></b>							
<b><u>3409 - OTHER CHARGES FOR SERVICES</u></b>							
02-3409-99-000	HYDRO - SALE OF ELECTRICITY	0.00	58,917.75	208,688.77	(208,688.77)	0.00	0.00
3409 - OTHER CHARGES FOR SERVICES		<b>0.00</b>	<b>58,917.75</b>	<b>208,688.77</b>	<b>(208,688.77)</b>	<b>0.00</b>	<b>0.00</b>
<b><u>3501 - SALES OF MUNICIPAL PROPERTY</u></b>							
02-3501-99-971	HYDRO INTEREST EARNED	0.00	0.00	264.92	(264.92)	0.00	0.00
3501 - SALES OF MUNICIPAL PROPERTY		<b>0.00</b>	<b>0.00</b>	<b>264.92</b>	<b>(264.92)</b>	<b>0.00</b>	<b>0.00</b>
02 - HYDRO FUND		<b>0.00</b>	<b>58,917.75</b>	<b>208,953.69</b>	<b>(208,953.69)</b>	<b>0.00</b>	<b>0.00</b>
<b><u>04 - WATER DEPT</u></b>							
<b><u>3401 - INCOME FROM DEPARTMENTS</u></b>							
04-3401-99-000	DUE FROM WATER FOR MONTHLY EXPENSES	0.00	238,955.24	302,551.00	(302,551.00)	0.00	0.00
3401 - INCOME FROM DEPARTMENTS		<b>0.00</b>	<b>238,955.24</b>	<b>302,551.00</b>	<b>(302,551.00)</b>	<b>0.00</b>	<b>0.00</b>
04 - WATER DEPT		<b>0.00</b>	<b>238,955.24</b>	<b>302,551.00</b>	<b>(302,551.00)</b>	<b>0.00</b>	<b>0.00</b>
<b><u>07 - SPECIAL RECREATION FUND</u></b>							
<b><u>3401 - INCOME FROM DEPARTMENTS</u></b>							
07-3401-07-151	SPEC REC - Basketball	0.00	0.00	3,955.00	(3,955.00)	0.00	0.00
07-3401-99-700	SPEC REC - Baseball, Softball, Babe Ruth	0.00	2,385.00	7,200.00	(7,200.00)	0.00	0.00
07-3401-99-702	SPEC REC FIREWORKS REVENUE	0.00	0.00	200.00	(200.00)	0.00	0.00
07-3401-99-708	SPEC REC - Track & Field	0.00	120.00	225.00	(225.00)	0.00	0.00
07-3401-99-717	SPEC REC - SUMMER CAMP	0.00	9,625.00	35,370.00	(35,370.00)	0.00	0.00
07-3401-99-902	SPEC REC - Boot Camp	0.00	150.00	1,050.00	(1,050.00)	0.00	0.00
3401 - INCOME FROM DEPARTMENTS		<b>0.00</b>	<b>12,280.00</b>	<b>48,000.00</b>	<b>(48,000.00)</b>	<b>0.00</b>	<b>0.00</b>
<b><u>3503 - RENTS OF PROPERTY</u></b>							
07-3503-00-000	SPEC REC - ONLINE PAYMENT CASH DISCREPANCIES	0.00	0.00	0.10	(0.10)	0.00	0.00

## Revenue Report Monthly BOS

ALL FUNDS Periods: 2023-03 thru 2023-03 [25% of Year] Include: Revenues -

Account #	Account Title	Est. Revenue	PTD Rev.	YTD Rev.	Uncollected	% Coll.	Prior YTD Rev.
3503 - RENTS OF PROPERTY		0.00	0.00	0.10	(0.10)	0.00	0.00
07 - SPECIAL RECREATION FUND		0.00	12,280.00	48,000.10	(48,000.10)	0.00	0.00
<b><u>08 - LAND DISTURBANCE ESCROW ACCOUNT</u></b>							
<b><u>3509 - OTHER MISCELLANEOUS REVENUE</u></b>							
08-3509-00-000	INTEREST REVENUE ON LAND BONDS	0.00	0.00	22.04	(22.04)	0.00	0.00
3509 - OTHER MISCELLANEOUS REVENUE		0.00	0.00	22.04	(22.04)	0.00	0.00
08 - LAND DISTURBANCE ESCROW ACCOUNT		0.00	0.00	22.04	(22.04)	0.00	0.00
<b><u>09 - PLANNING AND ZONING ESCROW FUND</u></b>							
<b><u>3401 - INCOME FROM DEPARTMENTS</u></b>							
09-3401-19-801	MCDONOUGH FAMILY PROPERTIES CONSTRUCTION OVERSIGHT	0.00	(1,451.25)	(1,451.25)	1,451.25	0.00	0.00
09-3401-21-801	Bell Construction Oversight Bond	0.00	0.00	254.61	(254.61)	0.00	0.00
09-3401-21-802	AUBUCHON REALTY COMPANY CASH BOND	0.00	0.00	1,153.50	(1,153.50)	0.00	0.00
3401 - INCOME FROM DEPARTMENTS		0.00	(1,451.25)	(43.14)	43.14	0.00	0.00
09 - PLANNING AND ZONING ESCROW FUND		0.00	(1,451.25)	(43.14)	43.14	0.00	0.00
<b><u>11 - SPECIAL REC - SPECIAL REVENUE - DONATIONS</u></b>							
<b><u>3501 - SALES OF MUNICIPAL PROPERTY</u></b>							
11-3501-00-000	SPEC REC DONATION ACCOUNT - INTEREST EARNED	0.00	0.00	87.36	(87.36)	0.00	0.00
3501 - SALES OF MUNICIPAL PROPERTY		0.00	0.00	87.36	(87.36)	0.00	0.00
<b><u>3508 - CONTRIBUTIONS AND DONATIONS</u></b>							
11-3508-00-001	SPEC REC - SPECIAL REVENUE - DONATION REVENUE	0.00	500.00	3,750.00	(3,750.00)	0.00	0.00
3508 - CONTRIBUTIONS AND DONATIONS		0.00	500.00	3,750.00	(3,750.00)	0.00	0.00
11 - SPECIAL REC - SPECIAL REVENUE - DONATIONS		0.00	500.00	3,837.36	(3,837.36)	0.00	0.00
<b><u>15 - CONSERVATION COMISSION FUND</u></b>							
<b><u>3501 - SALES OF MUNICIPAL PROPERTY</u></b>							
15-3501-99-971	CONSERVATION COMMISSION FUND INTEREST EARNED	0.00	0.00	10.54	(10.54)	0.00	0.00
3501 - SALES OF MUNICIPAL PROPERTY		0.00	0.00	10.54	(10.54)	0.00	0.00
15 - CONSERVATION COMISSION FUND		0.00	0.00	10.54	(10.54)	0.00	0.00
<b><u>16 - DEWEY WOODS</u></b>							
<b><u>3501 - SALES OF MUNICIPAL PROPERTY</u></b>							
16-3501-99-340	DEWEY WOODS INTEREST EARNED	0.00	0.00	0.66	(0.66)	0.00	0.00
3501 - SALES OF MUNICIPAL PROPERTY		0.00	0.00	0.66	(0.66)	0.00	0.00
16 - DEWEY WOODS		0.00	0.00	0.66	(0.66)	0.00	0.00
<b><u>18 - COFFIN MEMORIAL PARK</u></b>							

## Revenue Report Monthly BOS

ALL FUNDS Periods: 2023-03 thru 2023-03 [25% of Year] Include: Revenues -

Account #	Account Title	Est. Revenue	PTD Rev.	YTD Rev.	Uncollected	% Coll.	Prior YTD Rev.
<b><u>3501 - SALES OF MUNICIPAL PROPERTY</u></b>							
18-3501-99-340	COFFIN MEMORIAL PARK INTEREST INCOME	0.00	0.00	0.01	(0.01)	0.00	0.00
3501 - SALES OF MUNICIPAL PROPERTY		<b>0.00</b>	<b>0.00</b>	<b>0.01</b>	<b>(0.01)</b>	<b>0.00</b>	<b>0.00</b>
18 - COFFIN MEMORIAL PARK		<b>0.00</b>	<b>0.00</b>	<b>0.01</b>	<b>(0.01)</b>	<b>0.00</b>	<b>0.00</b>
<b><u>19 - TOWN FOREST FUND</u></b>							
<b><u>3501 - SALES OF MUNICIPAL PROPERTY</u></b>							
19-3501-99-971	TOWN FOREST FUND INTEREST EARNED	0.00	0.00	6.97	(6.97)	0.00	0.00
3501 - SALES OF MUNICIPAL PROPERTY		<b>0.00</b>	<b>0.00</b>	<b>6.97</b>	<b>(6.97)</b>	<b>0.00</b>	<b>0.00</b>
19 - TOWN FOREST FUND		<b>0.00</b>	<b>0.00</b>	<b>6.97</b>	<b>(6.97)</b>	<b>0.00</b>	<b>0.00</b>
<b><u>22 - SPECIAL DETAIL</u></b>							
<b><u>3409 - OTHER CHARGES FOR SERVICES</u></b>							
22-3409-99-140	POLICE SPECIAL DETAIL INCOME	0.00	1,265.24	3,391.66	(3,391.66)	0.00	0.00
3409 - OTHER CHARGES FOR SERVICES		<b>0.00</b>	<b>1,265.24</b>	<b>3,391.66</b>	<b>(3,391.66)</b>	<b>0.00</b>	<b>0.00</b>
22 - SPECIAL DETAIL		<b>0.00</b>	<b>1,265.24</b>	<b>3,391.66</b>	<b>(3,391.66)</b>	<b>0.00</b>	<b>0.00</b>
<b><u>30 - GRANTS</u></b>							
<b><u>3353 - STATE - HIGHWAY BLOCK GRANT</u></b>							
30-3353-22-001	Fire - EMS First Response Truck Grant	0.00	50,000.00	50,000.00	(50,000.00)	0.00	0.00
3353 - STATE - HIGHWAY BLOCK GRANT		<b>0.00</b>	<b>50,000.00</b>	<b>50,000.00</b>	<b>(50,000.00)</b>	<b>0.00</b>	<b>0.00</b>
30 - GRANTS		<b>0.00</b>	<b>50,000.00</b>	<b>50,000.00</b>	<b>(50,000.00)</b>	<b>0.00</b>	<b>0.00</b>
		<b>0.00</b>	<b>458,828.89</b>	<b>940,325.81</b>	<b>(940,325.81)</b>	<b>0.00</b>	<b>0.00</b>



## Expenditure Report Monthly BOS

ALL FUNDS Periods: 2023-03 thru 2023-03 [25% of Year] Include: - Expenditures

(Seg1-FUND - Seg2-PRIMARY)	Total Budget	PTD Expended	YTD Expended	Encumbered	Available	% Exp.
<b>01 - GENERAL FUND</b>						
4130 - GENERAL GOVERNMENT: EXECUTIVE	335,472.88	14,654.94	71,063.60	0.00	264,409.28	21.18
4140 - TOWN CLERK TAX COLLECTOR	235,982.01	13,178.04	57,557.79	0.00	178,424.22	24.39
4141 - ELECTIONS	9,609.73	685.41	862.11	0.00	8,747.62	8.97
4150 - FINANCIAL ADMINSTRATION	508,384.66	24,666.97	142,341.19	0.00	366,043.47	28.00
4152 - REVALUATION OF PROPERTY	105,000.00	(366.38)	116.51	0.00	104,883.49	0.11
4153 - LEGAL EXPENSES	20,000.00	5,512.82	14,265.39	0.00	5,734.61	71.33
4155 - PERSONNEL ADMINISTRATION	1,000.00	5.30	110.34	0.00	889.66	11.03
4191 - PLANNING AND ZONING	379,758.13	14,089.52	38,556.54	0.00	341,201.59	10.15
4194 - GENERAL GOVERNMENT BUILDINGS	391,308.40	21,328.78	72,356.91	0.00	318,951.49	18.49
4195 - CEMETERIES	15,875.70	0.00	254.24	0.00	15,621.46	1.60
4196 - INSURANCE NOT OTHERWISE ALLOCATED	12,472.86	0.00	11,697.01	0.00	775.85	93.78
4197 - ADVERTISING AND REGIONAL ASSOCIATION	14,769.51	46.41	1,009.75	0.00	13,759.76	6.84
4199 - OTHER GENERAL GOVERNMENT	31,979.03	6,313.91	7,660.66	0.00	24,318.37	23.96
4210 - PUBLIC SAFETY: POLICE	1,041,333.04	47,689.50	180,938.54	0.00	860,394.50	17.38
4215 - AMBULANCE	66,300.00	0.00	0.00	0.00	66,300.00	0.00
4220 - FIRE	395,360.67	13,290.91	50,379.80	0.00	344,980.87	12.74
4229 - SAFETY SERVICES BUILDING	153,718.64	10,069.78	20,382.22	0.00	133,336.42	13.26
4290 - EMERGENCY MANAGEMENT	500.00	0.00	0.00	0.00	500.00	0.00
4312 - HIGHWAY AND STREETS	2,060,071.18	125,733.85	415,444.00	0.00	1,644,627.18	20.17
4316 - STREET LIGHTS	15,000.00	869.21	1,897.64	0.00	13,102.36	12.65
4324 - SOLID WASTE DISPOSAL	595,853.85	35,304.54	121,690.98	0.00	474,162.87	20.42
4411 - HEALTH: ADMINISTRATION	1,761.00	0.00	74.35	0.00	1,686.65	4.22
4414 - PEST CONTROL	500.00	0.00	0.00	0.00	500.00	0.00
4415 - HEALTH AGENCIES AND HOSPITALS	15,000.00	0.00	0.00	0.00	15,000.00	0.00
4442 - DIRECT ASSISTANCE	47,360.00	433.78	3,919.07	0.00	43,440.93	8.28
4520 - PARKS AND RECREATION	206,537.70	5,280.20	20,697.21	0.00	185,840.49	10.02
4550 - LIBRARY	535,987.31	21,765.24	117,522.48	0.00	418,464.83	21.93
4583 - PATRIOTIC PURPOSES	300.00	0.00	0.00	0.00	300.00	0.00
4589 - OTHER CULTURE AND RECREATION	6,500.00	0.00	5,000.00	0.00	1,500.00	76.92
4611 - CONSERVATION: ADMINISTRATION	5,300.00	425.00	710.54	0.00	4,589.46	13.41
4711 - DEBIT SERVICE: PRINCIPAL - LONG-TERM BONDS AND NOTES	94,105.00	48,750.00	82,483.30	0.00	11,621.70	87.65
4721 - INTEREST - LONG-TERM BONDS AND NOTES	40,953.00	8,050.88	20,257.36	0.00	20,695.64	49.46
4723 - INTEREST ON TAX AND REVENUE ANTICIPATION NOTES	1,000.00	0.00	0.00	0.00	1,000.00	0.00
4900 - WARRANT ARTICLES	585,300.00	0.00	1,597.50	0.00	583,702.50	0.27
01 - GENERAL FUND	7,930,354.30	417,778.61	1,460,847.03	0.00	6,469,507.27	18.42
<b>02 - HYDRO FUND</b>						
4339 - OTHER WATER	227,683.13	3,780.42	21,842.25	0.00	205,840.88	9.59
02 - HYDRO FUND	227,683.13	3,780.42	21,842.25	0.00	205,840.88	9.59
<b>04 - WATER DEPT</b>						
4335 - WATER TREATMENT	0.00	49,502.23	335,036.33	0.00	(335,036.33)	0.00
04 - WATER DEPT	0.00	49,502.23	335,036.33	0.00	(335,036.33)	0.00
<b>05 - ARPA</b>						
4130 - GENERAL GOVERNMENT: EXECUTIVE	0.00	10,906.93	16,793.70	0.00	(16,793.70)	0.00
05 - ARPA	0.00	10,906.93	16,793.70	0.00	(16,793.70)	0.00
<b>06 - SCHOOL</b>						

## Expenditure Report Monthly BOS

ALL FUNDS Periods: 2023-03 thru 2023-03 [25% of Year] Include: - Expenditures

(Seg1-FUND - Seg2-PRIMARY)	Total Budget	PTD Expended	YTD Expended	Encumbered	Available	% Exp.
4800 -	0.00	535.45	2,997.22	0.00	(2,997.22)	0.00
06 - SCHOOL	0.00	535.45	2,997.22	0.00	(2,997.22)	0.00
<b><u>07 - SPECIAL RECREATION FUND</u></b>						
4520 - PARKS AND RECREATION	0.00	911.37	3,185.83	0.00	(3,185.83)	0.00
07 - SPECIAL RECREATION FUND	0.00	911.37	3,185.83	0.00	(3,185.83)	0.00
<b><u>15 - CONSERVATION COMISSION FUND</u></b>						
4611 - CONSERVATION: ADMINISTRATION	0.00	1,487.50	5,298.75	0.00	(5,298.75)	0.00
15 - CONSERVATION COMISSION FUND	0.00	1,487.50	5,298.75	0.00	(5,298.75)	0.00
<b><u>22 - SPECIAL DETAIL</u></b>						
4216 -	0.00	754.36	1,269.05	0.00	(1,269.05)	0.00
22 - SPECIAL DETAIL	0.00	754.36	1,269.05	0.00	(1,269.05)	0.00
	8,158,037.43	485,656.87	1,847,270.16	0.00	6,310,767.27	22.64



# GEORGES MILLS BOAT CLUB

P. O. Box 638

New London, NH 03257-0638

E-mail: [gmbc.ls@gmail.com](mailto:gmbc.ls@gmail.com)

March 23, 2023



Board of Selectmen  
Town of Sunapee  
23 Edgemont Road  
Sunapee, New Hampshire 0378872

RE: Letter of Support for Municipal Boat Launch Investment Program Grant Application for Improvements at the Georges Mills Boat Launch, Georges Mills, New Hampshire

Dear Board of Selectmen:

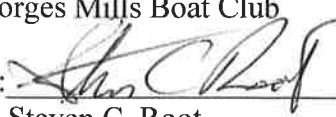
The Board of Directors of the Georges Mill Boat Club fully supports the Town of Sunapee submitting a grant application to the State of New Hampshire for improvements to the Georges Mills boat launch.

The Boat Club's members and renters use the Georges Mills boat launch to launch and recover boats throughout the boating season. The boat launch surface below the water is very rough and irregular, making it difficult for our members and the boating public to efficiently launch their vessels. In particular, the uneven ramp surface under water causes trailers not to be level, so that reloading of a boat properly on a trailer can require numerous attempts, causing delays and congestion. Additionally, there is minimal docking space on the jetty next to the boat launch, which adds to the congestion.

We support upgrades to the Georges Mills boat ramp that will improve the conditions and provide efficient and safe access to and from Lake Sunapee.

Respectfully submitted,

Georges Mills Boat Club

By:   
Steven C. Root  
Treasurer and Director

cc: Sunapee Planning, Zoning & Compliance Dept.  
Sunapee Town Manager

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