

**BROWNFIELDS CLEANUP REVITALIZATION LOAN FUND  
SUBGRANT AGREEMENT**

THIS AGREEMENT is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_ by and between **TOWN OF TILTON**, a municipality duly organized under the laws of the State of New Hampshire, with a mailing address of 257 Main Street, Tilton, New Hampshire 03276 (hereinafter referred to as "Subgrantee") and **CAPITAL REGIONAL DEVELOPMENT COUNCIL**, a non-profit corporation duly organized under the laws of the State of New Hampshire, with a mailing address of 91 North State Street, P.O. Box 664, Concord, New Hampshire 03302-0664 (hereinafter referred to as "CRDC") and a recipient of a Brownfields Revolving Loan Fund ("BRLF") capitalization grant from the U.S. Environmental Protection Agency (hereinafter referred to as the "Grantor") under Agreement Number BF-96145801-0 as amended by Assistance Amendment (BF-96145801-01)(collectively, the "Grant Agreement").

WITNESSETH:

WHEREAS, CRDC is authorized under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) 104(k)(3)(B)(ii) and the terms and conditions of EPA Grant Number BF-96145801-0 (the "EPA Grant") to make subgrants to eligible entities and non-profit organizations from these funds ("Grant Funds"); and

WHEREAS, the Subgrantee is an eligible entity under CERCLA 104(k)(1) as defined in 31 USC 6101, Note, which owns in fee simple title to a certain parcel of real property located at 180 Main Street, Tilton, New Hampshire (referred to herein as the "Property"), which property is more particularly described in Exhibit 1, attached hereto (Property enrolled in the New Hampshire Department of Environmental Services' Contaminated Site Program (File #1993-11-019); and

WHEREAS, CRDC has agreed to grant to Subgrantee certain of the Grant Funds, which will be used by the Subgrantee for a portion of the remediation of the Property (the "Remediation Work"); and

WHEREAS, the Property is not listed, or proposed for listing on the National Priorities List of the U. S. Environmental Protection Agency ("EPA"); and

WHEREAS, the Subgrantee is not a generator or transporter of any contamination located at the Property; and

WHEREAS, the Subgrantee is not and has never been subject to any penalties resulting from environmental non-compliance at or on the Property nor is the Subgrantee, or, to the best of its knowledge, its Project contractors or subcontractors currently suspended, debarred, or otherwise declared ineligible for participation in this federal program or from the receipt of these funds; and

WHEREAS, a claim has not been asserted against the Subgrantee for liability or for potential

liability under CERCLA §107 at the Property.

NOW, THEREFORE, in consideration of the covenants and promises contained herein, it is mutually agreed by and between the parties as follows:

1. CRDC agrees to grant to Subgrantee the sum of not more than \$42,000.00 (gross amount; subgrant net amount of \$38,000.00 based upon estimated related programmatic fees of \$4,000.00 (Origination Fee: \$1,000.00; Legal: \$2,000.00; Miscellaneous: \$1,000.00)) to be used by the Subgrantee for the Remediation Work (the "Project Grant Funds") subject to the terms and conditions herein. Project Grant Funds shall be initially allocated as outlined in Exhibit 2 attached hereto. The Subgrantee is accountable to CRDC for using EPA funds only for eligible and allowable costs, and eligible activities in compliance with the requirements of CERCLA 104(k), and must use such funds in accordance with all applicable Federal and state laws and regulations, and with all the terms and conditions of the Grant Agreement. (Federal applicable laws and requirements include: 40 CFR 31 and OMB Circular A-87 for governmental recipients of subgrants or 40 CFR 30 and OMB Circular A-122 for non-profit recipients of subgrants and 40 CFR 30 and OMB Circular A-21 for educational institutions that are recipients of subgrants.)
2. Subgrantee agrees to provide a cost share of \$0.00 consisting of eligible and allowable costs under CERCLA 104(k) and the terms and conditions of the Grant Agreement. Prior to CRDC making any reimbursements, disbursements or payments under this Agreement, Subgrantee shall provide documentation to CRDC substantiating its cost share requirement hereunder. Cost share more particularly described in Schedule 2, attached hereto and made a part hereof. Subgrantee may meet this requirement by contributing cash, materials, or labor to the cleanup project. ***Cost Share requirement is hereby waived by CRDC with approval of Grantor per terms of the Award Letter to Subgrantee dated November 3, 2014.***
3. Subgrantee shall carry out the Remediation Work in accordance with New Hampshire Code of Administrative Rules Env-Or 600 *Contaminated Site Management* and CERCLA 104(k) and applicable terms and conditions of the EPA Grant. These requirements include those prohibitions on the use of Project Grant Funds found at CERCLA 104(k)(4)(B) for administrative costs, and response costs for which the Subgrantee is potentially liable at the Property under CERCLA 107.
4. The Subgrantee will comply with Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations 40 CFR Part 30 or Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments (40 CFR Part 31) and all other applicable provisions of federal, state or local law.
5. The Subgrantee will provide CRDC with all reports and other documents required for subgrantees or subawardees pursuant to 40 CFR Part 30 or 40 CFR Part 31, as applicable.

6. The Subgrantee will adhere to OMB Cost Principles found at 2 CFR Part 230 for Non-profits or 2 CFR Part 225 for State, Local or Tribal Governments or 2 CFR Part 220 for Educational Institutions.
7. Subgrantee shall carry out the Remediation Work in accordance with the Davis-Bacon Act of 1931 (CERCLA 104(g)(1), 40 U.S.C. 276a-276a-5 and 42 U.S.C. 3222). CERCLA compliance with Davis-Bacon requires payment of Federal prevailing wage rates for construction, repair or alteration work funded in whole or in part with Grant Funds. The Subgrantee must obtain recent and applicable wage rates from the U.S. Department of Labor and incorporate them into the remediation construction contract. In addition, the Subgrantee must maintain records verifying compliance with the Davis-Bacon Act. Subgrantee will work with CRDC to ensure Grantor's Davis-Bacon requirements are met.
8. The Subgrantee shall provide CRDC with a copy of an American Society for Testing and Materials (ASTM) E1527-05 or equivalent Phase I Environmental Site Assessment report for the Property and an ASTM E1903-97 or equivalent Phase II Environmental Site Assessment (i.e., a site investigation that meets the requirements of New Hampshire Code of Administrative Rules Env-Or 600 *Contaminated Site Management*) (collectively, the "Assessment"). The Subgrantee shall be responsible for the payment of all costs and expenses related to the Assessment. The Subgrantee agrees that the Project Grant Funds shall not be used for the payment of any cost or expense related to the Assessment. The Assessment shall include, but is not limited to, site background, the threat posed to by the contaminant to health, welfare and the environment and all past enforcement activities conducted by any governmental agency, and the site testing results.
9. CRDC shall designate an environmental project manager who shall review and approve the proposed cleanup on behalf of CRDC and coordinate the work to be performed using Project Grant Funds. CRDC's environmental project manager will review the Subgrantee's remedial planning, design, and engineering documents and review the cleanup activities as they are on-going to ensure that the cleanup is being completed in accordance with all local, State, and Federal requirements and is protective of human health and the environment. CRDC shall be allowed to change cleanup activities as necessary based on comments from the public or any new information acquired.
10. The Subgrantee shall prepare a Community Relations Plan ("CRP") with the assistance and cooperation of CRDC. The CRP shall include, where applicable, the following:
  - a. Copies of interviews or meetings conducted with residents and community leaders, local officials, and public interest groups.
  - b. Copies of news releases and other information that explain the proposed project; such releases and information to be disseminated throughout the area surrounding the affected area.
  - c. Procedures for the establishment of a local information repository at or near the Property that includes public information supplied by both the Subgrantee and CRDC related to the proposed Remediation Work. The Subgrantee shall supply

CRDC with any additional information that would assist CRDC in documenting the Remediation Work.

11. After the Subgrantee has prepared the CRP, the Subgrantee shall draft an analysis of Brownfields cleanup alternatives that, at a minimum, meets the requirements of the Grant Agreement and the New Hampshire Code of Administrative Rules Env-Or 600 *Contaminated Site Management* and will include information about the Property and contamination issues (i.e.: exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed cleanup. The evaluation of alternatives must include effectiveness, implementability, and the cost of the cleanup proposed. The Subgrantee shall submit copies of the draft analysis of Brownfields cleanup alternatives to CRDC and New Hampshire Department of Environmental Services for approval. The Subgrantee agrees to accept advice and suggestions from CRDC and to incorporate those suggestions or requests for revisions as appropriate.
12. After CRDC has approved the draft analysis of Brownfields cleanup alternatives, the Subgrantee shall make the document available for review and public comment for a period of not less than thirty (30) days from the date of publication of the public notice.
13. After the public comment period, the Subgrantee shall incorporate all appropriate comments, in the reasonable discretion of Subgrantee, into a final analysis of Brownfields cleanup alternatives document and prepare a written response to the public comments, if appropriate.
14. After the analysis of Brownfields cleanup alternative has been finalized, the Subgrantee shall prepare a scope of work containing detailed design and construction plans and specifications for the Remediation Work including a budget and work schedule, a health and safety plan (OSHA 1910-120 - 126), and a quality assurance project plan which sets forth the manner and method of collecting samples to assure the complete removal of all hazardous substances that are located at the Property and are to be removed as a part of the Remediation Work (collectively, such documents are referred to as the "Project Documents") and submit same to CRDC for approval.
15. Prior to the initiation of the Remediation Work, including any cleanup activities, the Subgrantee must provide to CRDC copies of all of the State required remedial planning documents and the State's approval of those documents, if required.
16. The Subgrantee understands and agrees that all of the Project Grant Funds provided by CRDC to Subgrantee shall be used by the Subgrantee towards the cleanup and remediation of the Property identified in Exhibit 1. Subgrantee shall supply CRDC with design and construction plan and specifications for the cleanup of the Property.
17. The Subgrantee further understands and agrees that any and all work performed on the Property for which the Project Grant Funds are used and the receipt of any Project Grant Funds under this Agreement is conditioned upon the Subgrantee's full compliance with

the terms and provisions of the Project Documents and this Agreement.

18. The Project Grant Funds shall be payable to the Subgrantee as reimbursement for eligible and allowable expenses incurred by the Subgrantee based upon (for Part 31 subgrantees) actual disbursements for costs incurred for Remediation Work; or (for Part 30 subgrantees) based on progress in accordance with the approved cleanup project budget (the "Budget"), attached hereto and made a part hereof as Exhibit 2 or actual disbursements for costs incurred for Remediation Work at the discretion of CRDC. No reimbursement shall be made to the Subgrantee without the written approval of CRDC. CRDC shall not advance nor be obligated to advance any Project Grant Funds to the Subgrantee prior to the receipt of properly executed lien waivers.
19. Subgrantee agrees Subgrantee must keep all expenditures from the Project Grant Funds within the approved Budget as submitted with the application to CRDC. Subgrantee shall not exceed any of the costs enumerated in the approved Project Budget without the prior written approval of CRDC. Should the Subgrantee exceed any of those costs enumerated in the approved Budget, then CRDC shall not be responsible for payment of such costs.
20. In its discretion, CRDC may withhold up to ten percent (10%) of each payment requested as a retainage until the Subgrantee has completed the Remediation Work and has received a final Certificate of Completion from the Commissioner of the New Hampshire Department of Environmental Services (pursuant to NH RSA 147-E:13, III).
21. The awarding of this Grant shall be subject to:
  - a. CRDC's receipt of a property appraisal from the Subgrantee.
  - b. Opinion of the Subgrantee's Counsel that the Subgrantee, if a corporation or other organization created and existing by statute, is in good standing in the State or jurisdiction of organization and if not New Hampshire, then also in the State of New Hampshire, and that all documents executed by the Subgrantee are valid and enforceable in accordance with their respective terms.
  - c. Written authorization in the form of a resolution, if a corporation or other organization whose organizational documents require the approval of a governing board or body or of the owners, authorizing the Subgrantee to accept the Project Grant Funds and authorizing Subgrantee's representative to execute this Grant Agreement on behalf of the Subgrantee.
  - d. Evidence by the Subgrantee that no outstanding taxes, fees, charges, mortgages, liens, encumbrances or other assessments have been filed or are recorded against the Property.
  - e. Evidence of insurance coverage with limits of liability as determined by CRDC's site manager. All insurance coverage required by this section shall remain in full force and effect during the term of this Agreement.
  - f. Identification of the contractor and subcontractor selected by the Subgrantee for the Remediation Work.
  - g. CRDC's receipt of cleanup project cost breakdown based upon estimates and prices supplied by the Subgrantee.

CRDC reserves the right to waive any or all requirements of this section and shall state such waiver of any requirements of this section on Schedule 21 attached hereto.

22. Subgrantee shall commence work on the Remediation Work within 180 days from the date of execution of this Agreement and shall complete and perform all of the Remediation Work within 360 days in accordance with the approved Schedule of Work attached hereto and made a part hereof as Exhibit 3, unless these time periods are modified in writing by CRDC.
23. All Remediation Work performed pursuant to this Agreement and with Project Grant Funds shall be performed in a good and workmanlike manner.
24. All material changes or modification to the Remediation Work or the Project Documents shall be approved in writing by CRDC and New Hampshire Department of Environmental Services prior to such change or modification becoming effective. All additional costs incurred, as the result of any change orders shall be the responsibility of the Subgrantee. In the event that unforeseen conditions are discovered during the implementation of the Remediation Work, the Subgrantee reserves the right to revise the cleanup action and the Project Documents.
25. Subgrantee, at its sole cost and expense, and from sources other than Grant Funds, shall be responsible for obtaining all permits, licenses, approvals, certifications and inspections required by federal, state or local law and to maintain such permits, licenses, approvals, certifications and inspections in current status during the term of this Agreement.
26. The Subgrantee shall:
  - a. Notify CRDC when the Remediation Work is complete. The notice shall contain certification or documentation that the Remediation Work is complete and has been performed in accordance with the terms of this Agreement. This notice shall summarize the actions taken, the resources committed and the problems encountered in completion of the project, if any, and shall be submitted to CRDC for review and approval before it is finalized.
  - b. Submit to CRDC and the New Hampshire Department of Environmental Services a Remedial Action Implementation Report that meets the requirements of New Hampshire Code of Administrative Rules Env-Or 600 *Contaminated Site Management*.
  - c. Perform all of its obligations and agreements under this Agreement, and any other agreements or instruments to which the Subgrantee is a party and which relate to the Project Grant Funds and the Remediation Work.
27. The Subgrantee agrees to protect, indemnify, defend and hold harmless, the Grantor and CRDC, their respective officers, administrators, agents, servants, employees and all other

persons or legal entities to whom the Grantor and/or CRDC may be liable, from, for or against any and all claims, demands, suits, losses, damages, judgments, costs and expenses, whether direct, indirect or consequential and including, but not limited to, all reasonable fees, expenses and charges of attorneys and other professionals, court costs, and other reasonable fees and expenses for bodily injury, including death, personal injury and property damage, arising out of or in connection with the performance of any work or any responsibility or obligation of the Subgrantee as provided herein and caused in whole or in part by any negligent act, error, or omission of the Subgrantee, its agents, servants, employees or assigns.

28. The Subgrantee shall erect a sign on the Property stating that the Remediation Work is being financed in part by BRLF Grant Funds, the Grantor and CRDC, and providing the appropriate contacts for obtaining information on activities being conducted at the site and for reporting suspected criminal activities. The sign erected on the Property site shall comply with all requirements of the state and local law applicable to on-premise outdoor advertising.
29. Subgrantee must retain fee simple ownership of the Property throughout the period of performance of this Subgrant. If the Subgrantee sells or transfers the Property to another non-related or affiliated business, corporation or other entity prior to completion of the Remediation and expenditure of all Project Grant Funds, then, in that event, the Subgrantee shall immediately repay the entire amount of Project Grant Funds advanced to Subgrantee by CRDC (in the case of a sale after completion, the amount repaid shall be based on a proportionate sliding scale). Any change in use of the Property from the original agreement must be approved in advance by CRDC.
30. Any forbearance by CRDC with respect to any of the terms and conditions of this Agreement shall in no way constitute a waiver of any of Grantor's or CRDC's rights or privileges granted hereunder.
31. In the event of a default of any of the terms or conditions of this Agreement then, in that event, the entire amount of Project Grant Funds disbursed to Subgrantee shall become immediately due and payable without the necessity of demand from CRDC. The Subgrantee shall be deemed to be in default under this Agreement upon the occurrence of any or more of the following events (each an "Event of Default"):
  - a. The Subgrantee assigns this Agreement or any Project Grant Funds advanced hereunder or any interest herein to a third party or if the Property or any interest is conveyed, assigned or otherwise transferred without the prior written consent of CRDC.
  - b. The Subgrantee sells or transfers the Property prior to completion of the grant.
  - c. Any representation or warranty made herein or in any report, certificate, financial statement or other instrument furnished in connection with this Agreement shall prove to be false in any material respect.
  - d. The Subgrantee defaults in the performance of any term, covenant, or condition to be performed hereunder, and such default is not remedied within thirty (30) days,

unless a longer period of time is reasonably required to cure the default, from and after receipt of written notice by certified mail, return receipt requested, from CRDC to the Subgrantee, specifying said default. If such default cannot be remedied within that period and remedial effort is not commenced within that period and diligently and continuously pursued, then the Grantor and CRDC each shall have the right to proceed by appropriate judicial proceedings to enforce performance or observation of the applicable provisions of this Agreement and/or terminate this Agreement and recover damages from the Subgrantee to the extent allowed by law.

- e. Any proceeding involving the Subgrantee or the Property, commenced under any bankruptcy or reorganization arrangement, probate, insolvency, readjustment of debt, dissolution or liquidation law of the United States, or any state, but if such proceedings are instituted, no Event of Default shall be deemed to have occurred hereunder unless CRDC either approves, consents to, or acquiesces in such proceedings, or such proceedings are not dismissed within sixty (60) days.
- f. An order, judgment or decree is entered, without the application, approval or consent of CRDC, by any court of competent jurisdiction approving the appointment of a receiver, trustee or liquidator of the Subgrantee of all or a substantial part of its assets, and such order, judgment or decree shall continue in effect for a period of sixty (60) days.

Upon the occurrence of any one or more of the Events of Default enumerated above, all amounts of Project Grant Funds disbursed to Subgrantee by CRDC pursuant to this Agreement shall become due and payable, without presentment, demand, protest or notice of any kind to the Subgrantee, all of which are hereby expressly waived by the Subgrantee.

- 32. The Subgrantee agrees to maintain financial and programmatic records pertaining to all matters relative to this Agreement in accordance with 40 CFR Part 30 or Part 31, as applicable and generally accepted accounting principles and procedures and to retain all of its records and supporting documentation applicable to this Agreement for a period of 3 years following the completion and close out of the Agreement except as follows:
  - a. Records that are subject to audit findings shall be retained three (3) years after such findings have been resolved.
  - b. All available records and supporting documents shall be made available, upon request, for inspection or audit by CRDC or its representatives or representatives of EPA, EPA's Office of Inspector General, the Comptroller General, or other authorized representatives of the Federal Government.
  - c. Subgrantee shall document how all funds under this Agreement are used. If the Property includes cleanup of a petroleum-contaminated Brownfields site(s), the Subgrantee must maintain separate records for costs incurred at that site(s).
  - d. Subgrantee shall not dispose of any records pertinent to this Agreement or Project Grant Funds without the prior written approval from CRDC.
- 33. The Subgrantee agrees to permit the Grantor and CRDC or their respective designated

representative to inspect and/or audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances, upon reasonable notice and to copy therefrom any information that the Grantor or CRDC desires relevant to this Agreement. The Grantor or CRDC, as the case may be, shall provide written notice to the Subgrantee prior to the execution of this provision. The Subgrantee agrees to deliver the records or have the records delivered to the Grantor or CRDC, as the case may be, or their respective designated representative, at an address designated by such party. If the Grantor or CRDC or a representative finds that the records delivered by the Subgrantee are incomplete, the Subgrantee agrees to pay the Grantor or CRDC or its respective representative's costs to travel to the Subgrantee's office or other location where the books or records are located to audit or retrieve the complete records.

34. Federal cross-cutting requirements: The Subgrantee will comply with the statutes prohibiting discrimination on the grounds of race, color, national origin, sex and disability. In addition, the Subgrantee will undertake good faith efforts in compliance with 40 CFR Part 33 to give opportunities for qualified Small Business Enterprises (SBE), Minority Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE). Subgrantee must also comply with additional Federal cross-cutting requirement including, but not limited to: OSHA Worker Health & Safety Standard (29 CFR 1910.120)l the Uniform Relocation Act; National Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC 327-333); the Anti-Kickback Act (40 USC 276c); and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.
35. Additional EPA procurement regulations: Subgrantee shall comply with applicable EPA assistance regulations (40 CFR Part 31 for governmental entities of 40 CFR Part 30 for nonprofit organizations). All procurements conducted with subgrant funds under this Agreement must comply with 40 CFR Part 31.36 or 40 CFR Part 30.40-30.48, as applicable.
36. The Subgrantee shall not assign or attempt to assign directly or indirectly, any of its rights under this Agreement or under any instrument referred to herein without the prior written consent of CRDC. The Subgrantee shall not assign or transfer all or any portion of or any interest in the Property made the subject of this Agreement.
37. This Agreement is not intended to and shall not create or vest any rights in any third party or to create any third party beneficiaries.
38. All amendments to this Agreement and each and any forbearance with respect to or waiver of any of its provisions shall be in writing and signed by both parties hereto.
39. It is expressly understood that a failure or delay on the part of the Subgrantee in the performance, in whole or in part, of any of the terms of this Agreement, if such failure is

attributable to an Act of God, fire, flood, riot, insurrection, embargo, emergency or governmental orders, regulations, priority, or other limitations or restrictions, or other similar unforeseen causes beyond the reasonable control of such party, the failure or delay shall not constitute a breach or Event of Default under this Agreement; however, the Subgrantee shall use its best effort to insure that the Project is completed in a reasonable time without unnecessary delay.

40. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
41. No failure of either party to exercise any power or right given it hereunder or to insist on strict compliance by the other party with its obligations hereunder, and some custom of practice of the parties at variance with the terms hereof, shall constitute a waiver of the other party's right to demand at any time exact compliance with the terms hereof.
42. All notices, requests, instructions or other documents to be given hereunder to either party by the other shall be in writing and delivered personally or sent by certified or registered mail, postage prepaid, to the addresses set forth in this Agreement. Any such notice, request, instruction or other document shall be conclusively deemed to have been received and be effective on the date on which personally delivered or, if sent by certified or registered mail, on the day mailed to the parties as follows:

**TO CRDC:**

CAPITAL REGIONAL DEVELOPMENT COUNCIL  
91 North State Street  
P.O. Box 664  
Concord, NH 03302-0664  
Attn: Stephen A. Heavener, Executive Director

**TO THE SUBGRANTEE:**

TOWN OF TILTON  
257 Main Street  
Tilton, NH 03276  
Attn: Joyce M. Fulweiler, Town Administrator

or to such other address as a party may subsequently specify in writing to the other party.

43. If any provision or item of this Agreement is held invalid, such invalidity shall not affect other provisions or items of this Agreement that can be given effect without the invalid provisions or items, and to this end, the provisions of this Agreement are hereby declared severable.
44. Except for any exhibits, attachments, plats or other documents as may be affixed hereto, made a part hereof, and properly identified herewith, this Agreement constitutes the entire contract between the parties, and shall not be otherwise affected by any other purported undertaking, whether written or oral.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed in the name and on behalf of each of them (acting individually or by their respective officers or appropriate legal representatives, as the case may be, hereunto duly authorized) as of the day and year first written above.

[Signatures appear on the following page]

**CAPITAL REGIONAL  
DEVELOPMENT COUNCIL:**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Stephen A. Heavener  
Its Executive Director  
Hereunto Duly Authorized

**SUBGRANTEE:  
TOWN OF TILTON**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
\_\_\_\_\_  
Its \_\_\_\_\_  
Hereunto Duly Authorized

**BROWNFIELDS CLEANUP REVITALIZATION LOAN FUND  
SUBGRANT AGREEMENT  
Exhibit 1 – Property**

**BROWNFIELDS CLEANUP REVITALIZATION LOAN FUND  
SUBGRANT AGREEMENT  
Exhibit 2 - Budget**

See attached Budget.

**BROWNFIELDS CLEANUP REVITALIZATION LOAN FUND  
SUBGRANT AGREEMENT  
Exhibit 3 – Schedule of Work**

**BROWNFIELDS CLEANUP REVITALIZATION LOAN FUND  
SUBGRANT AGREEMENT**

**Schedule 2  
Cost Share Detail**

*Cost Share requirement of 20% in the CAR is hereby waived by CRDC with approval of Grantor per terms of Award Letter to Subgrantee dated November 3, 2014.*

**BROWNFIELDS CLEANUP REVITALIZATION LOAN FUND  
SUBGRANT AGREEMENT  
Schedule 21**

CRDC hereby waives the following requirements of Paragraph 21 of this Subgrant Agreement:

- Sub-Sections 21a, 21b, 21d.

