



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



127

August 9, 2024

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

REQUESTED ACTIONS

1. Authorize the Department of Environmental Services (NHDES) to award a grant to the Fitzwilliam Village Water District (VC #173078-B001), NH, in the amount not to exceed \$741,000 for drinking water system improvements, effective upon Governor & Council approval through September 30, 2026. 43% Federal Funds, 57% Drinking Water and Groundwater Trust Fund (DWGTF).

Funding is available in the following accounts:

03-44-44-442010-2187-072-500574 FY 2025
\$321,000
Dept. Environmental Services, Water Infrastructure Improvements for the Nation, Grants Federal

03-44-44-444010-7428-073-500580 FY 2025
\$420,000
Dept. Environmental Services, Drinking Water and Groundwater Trust Fund, Grants Non-Federal

2. Authorize the NHDES to approve a loan agreement with the Fitzwilliam Village Water District (VC #173078-B001), NH, in the amount not to exceed \$980,000 to finance drinking water system improvements subject to conditions as outlined in documents substantially in the form presented, under the provisions of RSA 485:F and N.H. Code of Administrative Rules Env-Dw 1300 et seq. effective upon Governor & Council approval. 100% Drinking Water and Groundwater Trust Fund.

Funding is available in the following account:

03-44-44-444010-7428-301-504059 FY 2025
\$980,000
Dept Environmental Services, Drinking Water and Groundwater Trust Fund, Loans

EXPLANATION

The Fitzwilliam Village Water District (District) requested a total of \$1,721,000 in funding from NHDES for needed water system improvements. NHDES, through the Drinking Water and Groundwater Trust Fund (DWGTF) and Water Infrastructure Improvements for the Nation Act (WIIN) has awarded the District the full amount in a combination of grants and loan.

The Drinking Water and Groundwater Trust Fund (DWGTF) was created in 2016 using \$276 million of MtBE trust judgment funds, as authorized by RSA 485:F. The purpose of the DWGTF is to provide sustainable long-term funding for the protection, preservation, and enhancement of the drinking water and groundwater resources of the state. The Drinking Water and Groundwater Advisory Commission (Advisory Commission) was established to administer and provide guidance on the use of the DWGTF. On November 14, 2022, the Advisory Commission voted to authorize \$420,000 DWGTF grant funds and \$980,000 DWGTF loan funds to the District.

Grant monies have been made available to NHDES through the WIIN Act, Assistance for Small and Disadvantaged Communities Drinking Water Grant administered by the United States Environmental Protection Agency (USEPA). NHDES proposes to use the funds to assist a select list of small and disadvantaged water systems to provide funding assistance for improvements to their drinking water systems necessary to comply with the Safe Drinking Water Act (SDWA), address water supply capacity issues or respond to a drinking water contaminant. The District was identified as meeting eligibility requirements for the subawards to receive \$321,000 in grant funds. Additional eligible recipients will be identified as funding allows.

The project includes development of a water supply source and associated infrastructure to consolidate and replace the three existing small community systems serving the village area, including construction of new wells, pump station, and storage tank, and replacement of distribution water main, service connections, valves, flushing hydrants, and associated appurtenances. This project will improve system reliability and drinking water quality.

In the event that these funds become no longer available, General funds will not be requested to support this project. This agreement has been approved by the Attorney General's Office as to form, substance, and execution.

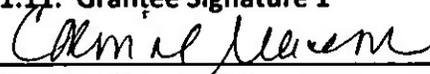
We respectfully request your approval of this item.


Robert R. Scott, Commissioner

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name Department of Environmental Services		1.2. State Agency Address 29 Hazen Drive, P.O. Box 95 Concord, NH 03302-0095	
1.3. Grantee Name Fitzwilliam Village Water District		1.4. Grantee Address PO BOX 12, Fitzwilliam, NH 03447	
1.5. Grantee Phone # 603-209-1764	1.6. Account Number 03-44-44-444010-7428-073 03-44-44-442010-2187-072	1.7. Completion Date 9/30/2026	1.8. Grant Limitation \$741,000
1.9. Grant Officer for State Agency Cheryl Bondi, Drinking Water and Groundwater Trust Fund Administrator		1.10. State Agency Telephone Number 603-271-8321	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Corinne Marcou, <i>Commissioner</i>	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Robert R. Scott, Commissioner Department of Environmental Services	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: 		Assistant Attorney General, On: 8/16/2024	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

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

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
 - 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
 - 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
 - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
 - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
 - 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
 - 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
 - 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
 - 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
 - 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership 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. 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 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.
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 CM
Date 6/6/24

- 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 TERMS & CONDITIONS

Federal funds paid under this agreement are from a Grant Agreement to the State from the U.S. Environmental Protection Agency, under CFDA #66.442, Assistance for Small and Disadvantaged Communities Drinking Water Grant Program (SDWA 1459A). All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force in effect to the relationship between this Department and the grantee.

FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA). The Subrecipient shall comply with the terms of the FFATA by providing NHDES with their Unique Entity Identifier (Unique Entity ID), and all applicable Executive Compensation Data information as required under the FFATA. A Unique Entity ID may be obtained by visiting <https://www.sam.gov>.

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

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

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

In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, NHDES may collect and review information from subrecipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations,

Grantee Initials WVCM
Date 6/10/24

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).

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.

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

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

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 critical technology as part of any system. As described in Public Law 115-232,

Grantee Initials *CM*
Date *10/16/24*

section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, Subrecipients, and borrowers also may not use federal funds to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) GENERAL COMPLIANCE

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33 except as described below based upon the associated class deviation. EPA MBE/WBE CERTIFICATION, 40 CFR, Part 33, Subpart B: A class exception to the following provisions of Subpart B of 40 CFR Part 33 has been issued suspending the EPA MBE/WBE certification program: §33.204(a)(3) providing that an entity may apply to EPA MBE or WBE certification after unsuccessfully attempting to obtain certification as otherwise described in §33.204; and §33.205 through and including §33.211. The

Grantee Initials *CM*
Date *6/6/24*

class exception was authorized pursuant to the authority in 2 CFR 1500.3(b).

Project-related changes to the Scope of Services outlined in Exhibit B require New Hampshire Department of Environmental Services (NHDES) approval in advance and if applicable as determined by NHDES, may require approval by the Drinking Water and Groundwater Advisory Commission and a grant amendment subject to approval by the Governor and Executive Council.

Work must be completed by the completion date listed on the grant agreement (section 1.7).

EXHIBIT B

SCOPE OF SERVICES

Fitzwilliam Village Water District, New Hampshire

The Fitzwilliam Village Water District (District) will use a combination of Drinking Water and Groundwater Trust Fund (DWGTF) grant and loan funds and Water Infrastructure Improvements for the Nation Act (WIIN) grant funds totaling \$1,721,000 for water system improvements. The project consists of the development of a new water supply source and associated infrastructure to consolidate and replace the 3 existing small community systems serving the village area, including new wells, pump station, storage, approximately 9,200 feet of water main and associated service connections, valves, flushing hydrants, and appurtenances.

Grant funds will be used to complete the design, bidding, construction, and engineering oversight of the construction contract for the project. Land and easement purchases are not an eligible WIIN expense. Eligible non-construction project costs incurred prior to Governor and Council approval are eligible for WIIN reimbursement retroactively to the date of US EPA approval of the environmental review process.

As a requirement of this grant funding, the District is required to complete a water audit, water conservation plan, a rate analysis, and develop and adhere to an asset maintenance and renewal plan for the funded improvements and provide documentation supporting compliance with this requirement.

Grantee Initials CM
Date 10/16/24

EXHIBIT C

METHOD OF PAYMENT

The New Hampshire Department of Environmental Services (NHDES) shall pay to the Fitzwilliam Village Water District, hereinafter referred to as the Grantee, the total reimbursable project costs up to \$741,000 for eligible drinking water improvement costs in accordance with the following requirements:

Reimbursement requests for project costs shall be made no more than once per calendar month by the Grantee using the Drinking Water and Groundwater Trust Fund (DWGTF) and Water Infrastructure Improvements for the Nation Act (WIIN) disbursement forms as supplied by the NHDES, which shall be completed and signed by the Grantee. The disbursement forms shall be accompanied by proper supporting documentation based upon direct costs. The Grantee will maintain adequate documentation to substantiate all project related costs. All work shall be performed to the satisfaction of the NHDES before payment is made.

The funding for eligible drinking water system improvements is a combination of \$420,000 DWGTF grant, \$980,000 DWGTF loan, and \$321,000 WIIN grant. To the greatest extent practicable, WIIN funds shall be fully disbursed before disbursing DWGTF grant and loan funds. Each WIIN disbursement request will be paid 100% of eligible expenses as grant funds, not to exceed the \$321,000 WIIN grant limitation. Each DWGTF disbursement request will be paid 30% grant funds and 70% loan funds, not to exceed the \$420,000 DWGTF grant limitation.

Grantee Initials CM
Date 10/16/24



DRINKING WATER INFRASTRUCTURE PROJECT
CERTIFICATE OF VOTE – GRANTS ONLY



Drinking Water and Groundwater Bureau Grants,
Drinking Water and 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 (COV) is a certificate that states that a grantee is willing to enter into a grant agreement with the State of New Hampshire Department of Environmental Services (NHDES) and that whoever signs the Grant Agreement (provided under separate cover) has the authority to do so. Do not complete this form until you have received a Grant Agreement from NHDES. Follow the steps below:

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

Certificate of Vote of Authorization
FITZWILLIAM VILLAGE DISTRICT
PO BOX 12, FITZWILLIAM, NH 03447

1. I, PAVED TURNBULL (name) of the Fitzwilliam Village District do hereby certify that at a meeting held on 5-20-2024 (mm/dd/yyyy), the Fitzwilliam Village District voted to accept the WIIN and DWGTF grant and enter into a grant agreement with the New Hampshire Department Environmental Services to fund a Drinking Water Infrastructure improvement project.

2. The Fitzwilliam Village District further authorized the Corinne Marcou, Commissioner to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Treasurer (title) of Fitzwilliam Village District, the 6 (day) day of June 2024 (month and year).

Name: Paved Turnbull Signature:

3. On this 6 (day) day of June (month/year), Debbie Favreau (notary name), before me (Notary Public) the undersigned Officer, personally appeared Corinne Marcou (name), who acknowledged themselves to be the Commissioner (title) of Fitzwilliam Village District, 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: Debbie Favreau
Debbie Favreau
Notary Public, State of New Hampshire
My Commission Expires April 12, 2028

My commission expires:

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



FITZVIL-01

SSHORT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/29/2024

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

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

PRODUCER The Frank Massin Insurance Agency 32 NH Route 119W PO Box 430 Fitzwilliam, NH 03447	CONTACT NAME: PHONE (A/C, No, Ext): (603) 585-3411	FAX (A/C, No):	
	E-MAIL ADDRESS:		
INSURED Fitzwilliam Village Water District, Inc. PO Box 12 Fitzwilliam, NH 03447	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Liberty Mutual Insurance Company		23043
	INSURER B: AmTrust North America, Inc.		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BKS57506517	3/3/2024	3/3/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAS57506517	3/3/2024	3/3/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WWC3722815	7/30/2024	7/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER State of New Hampshire Department of Environmental Services 29 Hazen Drive Concord, NH 03302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

STATE OF NEW HAMPSHIRE

DRINKING WATER AND GROUNDWATER TRUST FUND

FITZWILLIAM VILLAGE WATER DISTRICT, NEW HAMPSHIRE
(Project No. DWGT-122)

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ORIGINAL LOAN AGREEMENT

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I. This Agreement is between the State of New Hampshire Drinking Water and Groundwater Trust Fund Loan Program (State) and the Fitzwilliam Village Water District, New Hampshire (Loan Recipient) in accordance with RSA 485-F and New Hampshire Code of Administrative Rules Env-Dw 1300 (Rules) for the purpose of financing, to the extent of the aggregate amount of funds transferred (Disbursements) to the Loan Recipient made hereunder, the **Water System Improvements Project (Project)** now being undertaken by the Loan Recipient. The Project is described in Exhibit A. The Loan Recipient shall abide by all of the requirements of RSA 485:F and the Rules.

II. The State agrees to loan to the Loan Recipient, and the Loan Recipient agrees to repay to the State, in accordance with the terms of this Agreement, the principal sum of **Nine Hundred Eighty Thousand and 00/100 Dollars (\$980,000) (Principal Sum)** or such lesser amount as shall equal the aggregate of Disbursements made hereunder by the State to the Loan Recipient. In addition to the principal sum, the Loan Recipient agrees to pay the applicable interest accrued as described in Paragraphs III, V, and VI. Any Disbursement or other payment from the State to the Loan Recipient is contingent upon the availability of funds.

III. Disbursements shall be made on a periodic basis, as requested by the Loan Recipient, but not more frequently than monthly, subject to the approval of the amount of each Disbursement by the State. The State shall approve the amount requested if it determines that the costs covered by the request are eligible under the Rules, as applicable, and consistent with the purposes of RSA485-F and with the project

1 application as approved by the N.H. Drinking Water and Groundwater Advisory Commission. Such
2 approval shall be within the sole discretion of the State but shall not be unreasonably withheld. The total
3 reimbursement shall not exceed the loan amount of \$980,000. Interest on each Disbursement shall accrue
4 on the outstanding principal balance from the date of the Disbursement at the rate of 1% per annum
5 computed on the basis of 30-day months and 360-day years until the date of Substantial Completion of
6 the Project or the date of Scheduled Completion as noted in Paragraph VI, whichever is earlier. At the
7 option of the Loan Recipient, such interest may be paid (1) prior to the commencement of Loan
8 repayment, (2) at the time of the first Loan repayment, or (3) by adding the charges to the outstanding
9 principal Loan balance so long as the Loan Recipient's authority to borrow is not exceeded.

10
11 IV. The aggregate of the Disbursements shall be consolidated by a Promissory Note (Note) of the Loan
12 Recipient in a Supplemental Loan Agreement issued under and in accordance with the applicable
13 provisions of this Agreement and the Municipal Finance Act, RSA 33, as amended and supplemented,
14 including the provisions of RSA 485-F. The Note shall be substantially in the form of Exhibit B.

15
16 V. The interest rate applicable to the Note will be 3.5%.

17
18 VI. The Loan Recipient hereby authorizes the State to compute the payments of principal and interest on
19 the Note. The principal shall be paid in full within **twenty-five (25)** years from the date of the Note. Note
20 payments shall commence within one year of the Substantial Completion date of the Project or the
21 Scheduled Completion date of the project, whichever is earlier. The Scheduled Completion date is hereby
22 determined to be **September 30, 2026**; however, should the project experience an excusable delay, an
23 extension may be granted by the Commissioner of the Department of Environmental Services upon
24 request in writing by the Loan Recipient.

1 VII. The Loan Recipient reserves the right to prepay, at any time and without penalty, all or any part of
2 the outstanding principal or interest of the Note.

3
4 VIII. In the event of a default in the full and timely remittance of any Note payment, any State Grant funds
5 payable to the Loan Recipient under RSA 486-A may be offset against and applied to the payment of any
6 obligations that are due hereunder. The Loan Recipient agrees to be liable for all costs of collection, legal
7 expenses, and attorney's fees incurred or paid by the State in enforcing this Agreement or in collecting
8 any delinquent payments due hereunder.

9
10 IX. No delay or omission on the part of the State in exercising any right hereunder shall operate as a
11 waiver of such right or of any other right under this Agreement. A waiver on any one occasion shall not
12 be construed as a bar to any right and/or remedy on any future occasion.

13
14 X. The Loan Recipient agrees to comply, and to require all of its contractors to comply, with all
15 applicable state requirements contained in the Rules and applicable state and federal laws.

16
17 XI. The Loan Recipient is required to develop an asset maintenance and renewal plan for the assets(s)
18 being funded under the loan or incorporate the funded asset(s) into an existing asset management plan.
19 At a minimum the plan must include a commitment to asset management, financing and
20 implementation strategy and an inventory of the funded asset(s).

21
22 XII. The Loan Recipient agrees to permit an authorized representative of the State of New Hampshire to
23 have access to and the right to:

1 (i) Examine any of the Loan Recipient's, the contractor's or any subcontractor's records that
2 pertain to and involve transactions relating to this Agreement, the Construction Contract, the
3 Engineering Contract or a subcontract thereunder; and

4
5 (ii) Interview any officer or employee regarding such transactions.
6

7 The Loan Recipient shall insert subparagraphs (i). and (ii). into the Construction Contract and require the
8 Contractor to insert subparagraphs (i). and (ii). into all subcontracts thereunder.
9

10 XIV. The effective date of this Agreement shall be the date of its approval by the Governor and Executive
11 Council. This Agreement may be amended, waived, or discharged only by a written instrument signed by
12 the parties hereto and only after approval of such amendment, waiver, or discharge by the Governor and
13 Executive Council.
14

15 XV. This Agreement shall be construed in accordance with the laws of the State of New Hampshire and is
16 binding upon and inures to the benefit of the parties and their respective successors. The parties hereto
17 do not intend to benefit any third parties and, consequently, the Agreement shall not be construed to
18 confer any such benefit.
19

20 XVI. This Agreement, which may be executed in a number of counterparts, each of which shall be
21 deemed an original, constitutes the entire agreement and understanding between the parties and
22 supersedes all prior agreements and understandings relating thereto. Nothing herein shall be construed
23 as a waiver of sovereign immunity; such immunity being hereby specifically reserved.
24
25

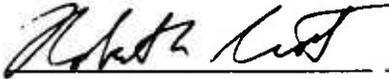
1 STATE OF NEW HAMPSHIRE by:

FITZWILLIAM VILLAGE WATER DISTRICT, NEW

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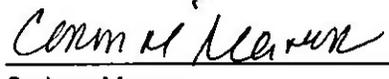
HAMPSHIRE by:

3

 8/12/24

Robert R. Scott Date

4 Commissioner
Department of Environmental Services

 6/6/24

Corinne Marcou Date

5 Commissioner
Fitzwilliam Village Water District

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This Agreement was approved by Governor and Executive Council on _____
11 _____ as Item No. _____

12

13

EXHIBIT A

**STATE OF NEW HAMPSHIRE
DRINKING WATER AND GROUNDWATER TRUST FUND**

PROJECT DESCRIPTION

The Fitzwilliam Village Water District has applied for a Loan to complete needed water system improvements. The project consists of the development of a new water supply source and associated infrastructure to consolidate and replace the 3 existing small community systems serving the village area, including new wells, pump station, storage, approximately 9,200 feet of water main and associated service connections, valves, flushing hydrants, and appurtenances.

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EXHIBIT B

**STATE OF NEW HAMPSHIRE
DRINKING WATER AND GROUNDWATER TRUST FUND**

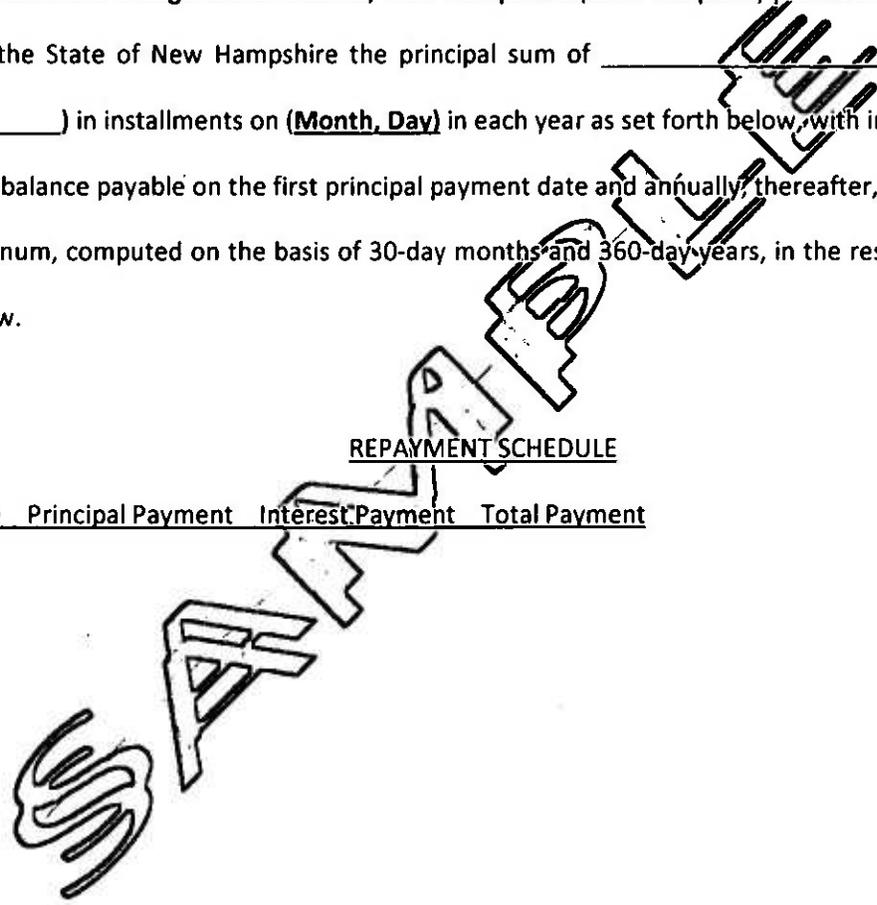
PROMISSORY NOTE AND REPAYMENT SCHEDULE

The Fitzwilliam Village Water District, New Hampshire (Loan Recipient) promises to pay to the Treasurer of the State of New Hampshire the principal sum of _____ Dollars (_____) in installments on (Month, Day) in each year as set forth below, with interest on the entire unpaid balance payable on the first principal payment date and annually, thereafter, at the rate of ____% per annum, computed on the basis of 30-day months and 360-day years, in the respective years set forth below.

REPAYMENT SCHEDULE

Payment Date Principal Payment Interest Payment Total Payment

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SAMPLE

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

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

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

3
4 It is hereby certified and recited that all acts, conditions, and things required to be done
5 precedent to and in the issuing of this Note have been done, have happened, and have been performed
6 in regular and due form and, for the payment hereof when due, the full faith and credit of the Loan
7 Recipient are hereby irrevocably pledged.

8 IN WITNESS whereof the Loan Recipient has caused this Note to be signed by its Commissioner,
9 on the date below.

10
11 **FITZWILLIAM VILLAGE WATER DISTRICT, NEW HAMPSHIRE by:**

12 _____
13
14 _____
15 Corinne Marcou
16 Commissioner
17 Fitzwilliam Village Water District

18 _____
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23 _____
24 _____
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26 _____
27 _____
Date

SAMPLE