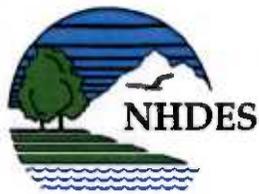


372



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

Robert R. Scott, Commissioner

86



January 13, 2025

Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Environmental Services (NHDES) to amend a grant agreement (PO#1093195) to the Merrimack Village District (VC#160038-B001), Merrimack NH, by increasing the grant amount by \$525,000 to \$2,025,000 from \$1,500,000, and extending the completion date to December 31, 2027, from June 1, 2025, for water system improvements under the provisions of RSA 485:F, effective upon Governor & Council approval through December 31, 2027. The original agreement was approved by Governor & Council on June 28, 2023, Item #194. 100% Drinking Water and Groundwater Trust Fund (DWGTF).

Funding is available in the following account:

03-44-44-444010-7428-073-500580

FY 2025

\$525,000

Dept. Environmental Services, Drinking Water and Groundwater Trust Fund, Grants Non-Federal

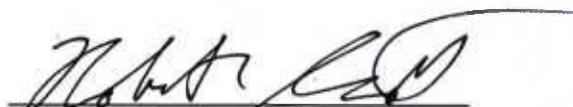
**EXPLANATION**

We are requesting approval of this amendment in order to provide the Merrimack Village District (MVD) additional time and funds to complete the agreed-upon scope of services. The project will extend public water mains into the Mason Road, Farmer Road, and Foster Road areas of Merrimack that have private wells contaminated with PFAS above state and Federal drinking water standards. With the current \$1,500,000 Per- and Polyfluoroalkyl Substances Remediation Loan Fund (PRLF) grant, only a portion of the project can be completed due to increasing construction costs. Additional funds from the DWGTF are needed to supplement the \$1,500,000 to complete the project and extend public water service to all residences in the area.

The Drinking Water and Groundwater Advisory Commission approved the additional grant funding on November 18, 2024. To date, \$403 of \$1,500,000 has been spent.

The grant amendment has been approved by the Attorney General's Office as to form, substance and execution.

We respectfully request your approval of this item.

  
Robert R. Scott, Commissioner

**Merrimack Village District**  
**Per- and Polyfluoroalkyl Substances Remediation Loan Fund (PFAS-RLF) Grant**  
**Drinking Water and Groundwater Trust Fund (DWGTF) Grant**  
**Amendment #1**

This Agreement (hereinafter called the Amendment) is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the State) and the Merrimack Village District acting by and through their Superintendent, Ronald Miner Jr. (hereinafter referred to as the Grantee).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on June 28, 2023, Item #194, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

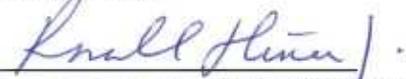
WHEREAS, The Grantee and the State have agreed to amend the Agreement in certain respects;

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

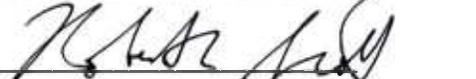
1. **Amendment and Modification of Agreement:** The Agreement is hereby amended as follows:
  - (A) The Grant Limitation as set forth in sub-paragraph 1.8 of the Agreement shall be changed to \$2,025,000 from \$1,500,000.
  - (B) The Completion Date as set forth in sub-paragraph 1.7 of the Agreement shall be changed to December 31, 2027, from June 1, 2025.
  - (C) The Account Number as set forth in sub-paragraph 1.6 of the Agreement shall include 03-44-44-444010-7428-073.
  - (D) Delete Exhibit C and replace with Exhibit C – Amendment 1. Exhibit C – Amendment 1 is attached hereto and incorporated into this amendment and agreement by reference.
2. **Effective Date of Amendment:** This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.
3. **Continuance of Agreement:** Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

**Merrimack Village District**  
**Per- and Polyfluoroalkyl Substances Remediation Loan Fund (PFAS-RLF) Grant**  
**Drinking Water and Groundwater Trust Fund (DWGTF) Grant**  
**Amendment #1**

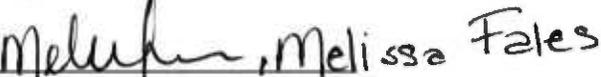
Accepted by:

  
Ronald Miner Jr., Superintendent  
Merrimack Village District

11/25/2024  
Date

  
Robert R. Scott, Commissioner  
Department of Environmental Services

1/13/25  
Date

  
Melissa Fales  
Assistant Attorney General  
Department of Justice

1/16/25  
Date

*Approved as to form, substance and execution*

**Grant Agreement with the Merrimack Village District  
Per- and Polyfluoroalkyl Substances Remediation Loan Fund (PFAS-RLF) Grant  
Drinking Water and Groundwater Trust Fund (DWGTF) Grant  
Amendment #1**

**Exhibit C- Amendment 1  
METHOD OF PAYMENT**

The New Hampshire Department of Environmental Services (NHDES) shall pay to the Grantee the total reimbursable program costs up to \$2,025,000 for eligible drinking water improvements costs not to exceed the total Grant Limitation of \$2,025,000 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 applicable Disbursement Form as supplied by NHDES, which shall be completed and signed by the Grantee. The disbursement form shall be accompanied by proper supporting documentation based upon direct costs. The Grantee will maintain adequate documentation to substantiate all project related costs. All work shall be performed to the satisfaction of NHDES before payment is made.

The funding is a combination of a PFAS-RLF grant of \$1,500,000, and a DWGTF grant of \$525,000. To the greatest extent practicable, PFAS-RLF funds shall be fully disbursed prior to disbursing the DWGTF grant funds. Each DWGTF disbursement will be 100% grant and the total DWGTF grant reimbursement shall not exceed the grant award of \$525,000.

Project-related changes to the Scope of Services outlined in Exhibit B require NHDES approval in advance, approval by the Drinking Water and Groundwater Advisory Commission, and a Grant Agreement amendment subject to approval by the Governor and Executive Council. All work must be completed prior to the completion date (section 1.7) in this Grant Agreement to be eligible for reimbursement.

Grantee Initials RM  
Date 11/25/24

**Certificate of Vote of Authorization**  
MERRIMACK VILLAGE DISTRICT (MVD)  
2 Greens Pond Road, Merrimack, NH 03054

I, Donald Provencher, Chairman of the MVD Board of Commissioners (BOC) do hereby certify that at a meeting held on November 18, 2024 the MVD voted to enter into a Drinking Water & Groundwater Trust Fund Grant agreement with the New Hampshire Department of Environmental Services to fund the Mainline Extension in the Mason Road and Farmer Road area.

The BOC further authorized the MVD Superintendent, Ronald Miner, Jr. to execute any documents which may be necessary to effectuate said grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Donald Provencher, Chairman of the Merrimack Village District Board of Commissioners.

Signature: Donald A. Provencher  
Donald Provencher, MVD BOC Chairman

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

On this 18<sup>th</sup> day of November, Jill Lavoie before me (Notary Public) the undersigned Officer personally appeared. Donald Provencher, who acknowledged himself to be the Chairman of the MVD Board of Commissioners, being authorized so to do, execute the foregoing instrument for the purpose therein contained.

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

Notary Public Jill Lavoie  
Printed Name  
Jill Lavoie  
Signature



My Commission Expires: 6/28/28

(SEAL)



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<b>Participating Member:</b> Merrimack Village District 2 Greens Pond Road Merrimack, NH 03054		<b>Member Number:</b> 561	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> PO Box 23 Hooksett, NH 03106-9716	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2024	7/1/2025	Each Occurrence	\$ 2,000,000
			General Aggregate	\$ 10,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input checked="" type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000  <input type="checkbox"/> Any auto	7/1/2024	7/1/2025	Combined Single Limit (Each Accident)	\$2,000,000
			Aggregate	\$10,000,000
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> Statutory	
	1/1/2025	1/1/2026	Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input checked="" type="checkbox"/> <b>Property (Special Risk Includes Fire and Theft)</b>	7/1/2024	7/1/2025	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
<b>Description:</b> Proof of Primex Member coverage only. Pollution and hazardous waste related liabilities, expenses and claims are excluded from coverage in the coverage document.				

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>  By: <i>Mary Beth Purcell</i>  Date: 12/4/2024    mpurcell@nhprimex.org  Please direct inquiries to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax:
NH Department of Environmental Services 29 Hazen Drive PO Box 95 Concord, NH 03302-0095			



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



Robert R. Scott, Commissioner

May 31, 2023

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

**APPROVED G & C**  
DATE 28 June 2023  
ITEM # 194

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to award a grant to the Merrimack Village District in Merrimack, NH (VC# 160038-8001) in the amount not to exceed \$1,500,000 to extend the existing distribution system to replace private drinking water supplies impacted by per- and polyfluoroalkyl substances (PFAS), effective upon Governor & Council approval through June 1, 2025. 100% General Funds.

Funding is available in the following account:

03-44-44-444010-8873-073-500580

Dept. Environmental Services, Emerging Contaminants, Grants Non-Federal

FY 2023

\$1,500,000

EXPLANATION

The Per- and Polyfluoroalkyl Substances Remediation Loan Fund (PFAS RLF) was created, as authorized by RSA 485-H, to provide low interest loans and grants to community public water systems; non-profit, non-transient, non-community public water systems; municipalities; and wastewater facilities to address exceedances of PFAS standards for costs incurred after September 30, 2019. Grant and loan applications are accepted year-round and reviewed for eligibility in the order in which the applications are received.

NHDES approved grant funding up to \$1,500,000 for the Merrimack Village District to extend the existing distribution system to multiple residences in the Mason Rd/Farmer Rd area, to address per- and poly-fluoroalkyl substances ("PFAS") present within the private drinking water wells. Grant funds will be used for the required environmental review, engineering design, construction of water main, and associated infrastructure, engineering design and construction phase observation and other associated eligible project costs.

This grant agreement has been approved by the Attorney General's Office as to form, substance, and execution.

We respectfully request your approval.

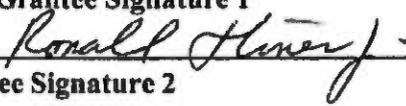
Robert R. Scott  
Commissioner

GRANT AGREEMENT

Area 3

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> NH Department of Environmental Services		<b>1.2. State Agency Address</b> 29 Hazen Drive, PO Box 95 Concord, NH 03301-0095	
<b>1.3. Grantee Name</b> Merrimack Village District		<b>1.4. Grantee Address</b> 2 Greens Pond Rd, Merrimack NH 03054	
<b>1.5. Grantee Phone #</b> (603) 424-9241	<b>1.6. Account Number</b> 03-44-44-444010-8873-073	<b>1.7. Completion Date</b> June 1, 2025	<b>1.8. Grant Limitation</b> \$ 1,500,000
<b>1.9. Grant Officer for State Agency</b> Jennifer Brady, PFAS RLF Program Manager		<b>1.10. State Agency Telephone Number</b> 603-271-8522	
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> Ronald Miner, Jr, Superintendent	
<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, NHDES	
<b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b> By:  (K. Allen Brooks) Assistant Attorney General, On: 6/18/23			
<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

8.1. **PERSONNEL.**

The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized 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.

8.3. 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,

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

RJH  
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- 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.

RM  
4/24/03

EXHIBIT A

SPECIAL TERMS & CONDITIONS

1. 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 PFAS Revolving Loan Fund and a grant amendment subject to approval by the Governor and Executive Council.
2. 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 September 30, 2019 and ends on the completion date listed on the grant agreement (section 1.7).
3. Work must be completed and request for reimbursement must be made by the completion date listed on the grant agreement (section 1.7).

EXHIBIT B

SCOPE OF SERVICES

Merrimack Village District

Merrimack Village District (MVD) will use the grant funds to extend the existing distribution system to multiple residences in the Mason Rd/Farmer Rd area, to address per- and poly-fluoroalkyl substances ("PFAS") present within the private drinking water wells. Grant funds will be used for the required environmental review, engineering design, construction of water main, and associated infrastructure, engineering design and construction phase observation and other associated eligible project costs.

This Agreement consists of the following documents: Exhibits A, B, C, and attachments, which are all incorporated herein by reference as if fully set forth herein.

EXHIBIT C

METHOD OF PAYMENT

NHDES shall pay to the Grantee the total reimbursable program costs for eligible drinking water improvements costs in accordance with the following requirements:

Reimbursement requests for program costs shall be made no more than once per calendar month by the Grantee using the Request for Disbursement form as supplied by the NHDES, which shall be completed and signed by the Grantee. The disbursement form shall be accompanied by proper supporting documentation based upon direct costs.

AM  
4/24/23

The Grantee will maintain adequate documentation to substantiate all Program related costs. All work shall be performed to the satisfaction of NHDES before payment is made.

This grant is not combined with any other funding source. The total reimbursement shall not exceed the grant award of \$1,500,000. Each disbursement request for costs incurred after September 30, 2019 will be paid 100% grant funds up to \$1,500,000.

Changes to the Scope of Services require NHDES approval in advance. All work must be completed prior to the completion date (section 1.7) in this Grant Agreement to be eligible for reimbursement.

Grantee Initials EM  
Date 4/24/23

REV 11/19

**CERTIFICATE OF AUTHORITY**

I, Donald Provencher, of the Merrimack Village District (MVD) Board of Commissioners (BOC) do hereby certify that:

- (1) I am the duly elected Chairman of the Board;
- (2) at the meeting held on January 31, 2023, the BOC voted to accept NHDES funds and to enter into a contract with the Department of Environmental Services;
- (3) the BOC further authorized the Superintendent, Ronald Miner, Jr. to execute any documents which may be necessary for this contract;
- (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (5) the following person has been appointed to and now occupies the office indicated in (3) above:

Ronald Miner, Jr., Superintendent

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman of the MVD BOC this 24<sup>th</sup> day of April 2023.

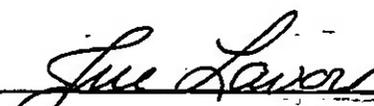
  
 \_\_\_\_\_  
 Donald Provencher, Chairman of the BOC

STATE OF NEW HAMPSHIRE

County of Hillsborough

On this the 24<sup>th</sup> day of April 2023 before me, Jill Lavoie undersigned officer, personally appeared Donald Provencher who acknowledged him/herself to be the Chairman of the BOC being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

  
 \_\_\_\_\_  
 Jill Lavoie, Notary Public 8/22/23

Commission Expiration Date  
(Seal)





## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<b>Participating Member:</b> Merrimack Village District 2 Greens Pond Road Merrimack, NH 03054		<b>Member Number:</b> 561	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not		
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2022	7/1/2023	Each Occurrence	\$ 5,000,000	
			General Aggregate	\$ 5,000,000	
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input checked="" type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2022	7/1/2023	Combined Single Limit (Each Accident)	\$5,000,000	
			Aggregate	\$5,000,000	
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> Statutory		
			Each Accident	\$2,000,000	
			Disease - Each Employee	\$2,000,000	
			Disease - Policy Limit		
<input checked="" type="checkbox"/> <b>Property (Special Risk Includes Fire and Theft)</b>	7/1/2022	7/1/2023	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000	
<b>Description:</b> Proof of Primex Member coverage only.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b> By: <i>Mary Beth Purcell</i> Date: 2/3/2023    mpurcell@nhprimex.org Please direct inquiries to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax
NH Department of Environmental Services 29 Hazen Drive PO Box 95 Concord, NH 03302-0095			