The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

May 6, 2025

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

REQUESTED ACTIONS

1. Authorize the Department of Environmental Services to amend a Drinking Water and Groundwater Trust Fund (DWGTF) grant (PO#1089265) to the Plymouth Village Water and Sewer District (VC# 159943-B001), NH, by increasing the grant amount by $916,000, to $2,285,600 from $1,369,600, for water system improvements under the provisions of RSA 485:F, effective upon Governor and Council approval through December 1, 2026. The original grant was approved by Governor and Council on October 19, 2022, Item #79, and amended on October 16, 2024, Item #5C. 100% Drinking Water and Groundwater Trust Fund (DWGTF).

   Funding is available in the following account:

	FY 2025
03-44-44-444010-7428-073-500580	$916,000
Dept. Environmental Services, Drinking Water and Groundwater Trust Fund, Grants Non-Federal	

2. Authorize the Department of Environmental Services to amend a Drinking Water and Groundwater Trust Fund (DWGTF) loan agreement (PO#1092676) to the Plymouth Village Water and Sewer District (VC# 159943-B001), NH, by increasing the loan amount by $3,664,000, to $4,664,000 from $1,000,000, under the provisions of RSA 485:F, effective upon Governor and Council approval. The original loan was approved by Governor and Council on October 19, 2022, Item #79. 100% Drinking Water and Groundwater Trust Fund.

   Funding is available in the following account:

	FY 2025
03-44-44-444010-7428-301-504059	$3,664,000
Dept. Environmental Services, Drinking Water and Groundwater Trust Fund, Loans	

EXPLANATION

We are requesting approval of this amendment in order to provide the Plymouth Village Water and Sewer District (PVWSD) additional funds to complete the agreed-upon scope of services. The project will replace water main, and install curb stops and other appurtenances along several streets including, but not limited to, Highland Street, Russell Street, and Emerson Street. Additional funding is needed for this project due to updated pricing based on recent bids since the original estimates were completed in 2022, and an increase in the project scope to include rehabilitation of approximately 4,000 feet of adjacent water main within in the Highland Street Area.

The Drinking Water and Groundwater Advisory Commission approved the $916,000 grant and $3,664,000 loan on March 3, 2025, to address the $4,580,000 funding shortfall. The DWGTF funding will be used in conjunction with

a $1,169,600 ARPA grant and $235,000 Drinking Water State Revolving Fund (DWSRF) loan approved by Governor & Council on October 19, 2022. To date, none of the DWGTF grant or loan funds have been spent, and $381,761 of ARPA grant funds have been spent.

This 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

Plymouth Village Water & Sewer District
American Rescue Plan Act (ARPA) and
Drinking Water and Groundwater Trust Fund (DWGT) Grant
Amendment 2

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 Plymouth Village Water & Sewer District (District) acting by and through the District's Commissioner Chair, Christopher Woods (hereinafter referred to as the Grantee).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on October 19, 2022 and amended on October 16, 2024, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

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

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

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
   (A) The Grant Limitation as set forth in sub-paragraph 1.7 of the Agreement shall be changed to $2,285,600 from $1,369,600.
   (B) Delete Exhibit C and replace with Exhibit C – Amendment 2. Exhibit C – Amendment 2 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.

Accepted by:

Christopher Woods, Chair — 13 March 2025
Commissioner — Date
Plymouth Village Water & Sewer District

Robert R. Scott, Commissioner — 4/23/25
Department of Environmental Services — Date

Melissa Fales — 5/1/25
Assistant Attorney General — Date
Department of Justice
Approved as to form, substance and execution

Plymouth Village Water & Sewer District
ARPA and DWGT Grant
Exhibit C- Amendment 2

The NHDES shall pay to the Grantee the total reimbursable program costs up to $2,285,600 for eligible drinking water improvements costs not to exceed the total Grant Limitation of $2,285,600 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 ARPA Disbursement form or DWGTF Disbursement Form as applicable and 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. The Grantee will maintain adequate documentation to substantiate all Program related costs. All work shall be performed to the satisfaction of the NHDES before payment is made.

The funding for eligible drinking water system improvement costs is a combination of an ARPA grant of $1,169,600, a DWGTF grant of $1,116,000, a DWSRF loan of $235,000, and a DWGTF loan of $4,644,000.

Funding Source	Original Amount	Amendment Amount	Revised Total
ARPA Grant	$1,169,600	$0	$1,169,600
DWGTF Grant	$200,000	$916,000	$1,116,000
DWSRF Loan	$235,000	$0	$235,000
DWGTF Loan	$1,000,000	$3,664,000	$4,664,000
Total	$ 2,604,600	$4,580,000	$7,184,600

Each disbursement request will be paid 100% of eligible expenses as ARPA grant funds not to exceed $1,169,600. To the greatest extent practicable, ARPA funds shall be fully disbursed prior to disbursing the DWGTF or DWSRF funds and no later than June 1, 2026, and the DWSRF loan shall be fully disbursed prior to disbursing DWGTF funds. In concert with the District's DWGTF loan of $4,664,000 each DWGTF disbursement will be paid 81% DWGTF loan funds and 19% as DWGTF grant funds not to exceed S1,116,000.

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

Grantee Initials CCW
Date 3/13/25

AMENDMENT #2
TO
STATE OF NEW HAMPSHIRE
DRINKING WATER AND GROUNDWATER TRUST FUND

Plymouth Village Water and Sewer District
ORIGINAL LOAN AGREEMENT
For Project #DWGT-77

Whereas the **Plymouth Village Water and Sewer District #DWGT-77** wishes to increase the amount of their loan from $1,000,000 to $4,664,000, an increase of $3,664,000, in order to finance the *Highland Street and Emerson Road Utility Improvements Project.*

Now Therefore, amend the ORIGINAL LOAN AGREEMENT for **Project DWGT-77** as approved by Governor and Council on October 19, 2022, as Item #79 and amended on October 16, 2024, as Item #5C in the following manner:

Change Page 1, Line 6 through Page 1 Line 13 of the ORIGINAL LOAN AGREEMENT to read:

"I. This Agreement is between the State of New Hampshire Drinking Water and Groundwater Trust Fund Loan Program (State) and the **Plymouth Village Water & Sewer 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 **Highland and Emerson Street Utility improvements** (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.

Change Page 1, Line 15 through Page 1 Line 21 of the ORIGINAL LOAN AGREEMENT to read:

"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 **Four Million Six Hundred Sixty-Four Thousand and 00/100 Dollars ($4,664,000)** (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 lo the Loan Recipient is contingent upon the availability of funds."

Change Page 1, Line 23 through Page 2 Line 5 of the ORIGINAL LOAN AGREEMENT to read:

"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 RSA 4B5-F and with the project application as approved by the N.H.

Drinking Water and Groundwater Advisory Commission. Such approval shall be within the sole discretion of the State but shall not be unreasonably withheld. The total reimbursement shall not exceed the loan amount of $4,664,000.

Accepted By:
Plymouth Village Water and Sewer District

Christopher C. Woods
Commission Chair

04/08/25
Date

Accepted By:
State of New Hampshire

Robert R. Scott, Commissioner
NH Department of Environmental Services

4/24/25
Date

NHDES-W-03-277

Plymouth Village Water & Sewer District

227 Old North Main Street

Plymouth NH 03264

CERTIFICATE OF VOTE

I, Kim Haines do hereby certify that:

1. I am the Business Administrator of the Plymouth Village Water & Sewer District.
2. At a meeting held on March 13, 2025 the Plymouth Village Water & Sewer District voted to accept funds and enter into a Grant Agreement with the **State of New Hampshire Department of Environmental Services** for a water system improvement project.
3. The Plymouth Village Water & Sewer District further authorized Christopher Woods, Board Chair to execute any documents necessary to effectuate this Grant Agreement.
4. This authority has not been revoked, superseded, or amended as of the date of this certification.

IN WITNESS WHEREOF, I have hereunto set my hand as the Business Administrator of Plymouth Village Water & Sewer on March 13, 2025.

KIM A HAINES NOTARY PUBLIC EXP. May 29, 2029 NEW HAMPSHIRE

Signature: Kim Haines

Date: 3/13/2025

Primex
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) 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, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ 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 Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ 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 Primex³. 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.

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Plymouth Village Water & Sewer District. 227 Old North Main Street Plymouth, NH 03264-1624	559	NH Public Risk Management Exchange - Primex³ 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:*	
X	**General Liability (Occurrence Form)**	1/1/2025	1/1/2026	Each Occurrence	$ 2,000,000
	Professional Liability (describe)			General Aggregate	$ 10,000,000
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability			Combined Single Limit (Each Accident)	
	Deductible Comp and Coll: $1,000			Aggregate	
	☐ Any auto				
X	**Workers' Compensation & Employers' Liability**	1/1/2025	1/1/2026	X Statutory	
				Each Accident	$2,000,000
				Disease – Each Employee	$2,000,000
				Disease – Policy Limit	
	Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only. Pollution and hazardous waste related liabilities, expenses and claims are excluded from coverage in the coverage document.

CERTIFICATE HOLDER: ☐ Additional Covered Party ☐ Loss Payee	Primex³ – NH Public Risk Management Exchange
State of New Hampshire Department of Environmental Services 29 Hazen Drive, PO Box 95 Concord, NH 03302-0095	By: *Mary Beth Purcell* Date: 3/4/2025 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

September 17, 2024

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

APPROVED G & C
DATE 10/16/2024
ITEM # 5C

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to amend an American Rescue Plan Act (ARPA) (PO#1089264) and Drinking Water and Groundwater Trust Fund (DWGTF) grant (PO#1089265) to the Plymouth Village Water & Sewer District (VC#159943-B001) Plymouth, NH, by extending the completion date to December 1, 2026 from December 1, 2024 for water system improvements, upon Governor and Council approval. The original grant was approved by Governor and Council on October 19, 2022, Item #79. This is a no cost time extension. 85% Federal Funds, 15% Drinking Water and Groundwater Trust Fund (DWGTF).

EXPLANATION

We are requesting approval of this amendment in order to provide the Plymouth Village Water & Sewer District additional time to complete the agreed upon scope of services. The District will use the ARPA and DWGTF funds, in concert with Drinking Water State Revolving Fund (DWSRF) loan, to replace water main, including installation of service lines to curb stops and water main appurtenances along Emerson and Highland Street. An extension of the completion date is needed due to construction and engineering delays with the significant volume of water, sewer, and stormwater work being performed by the Plymouth Village Water & Sewer District. To date, $294,699.65 of the original $1,369,600 grant has been spent.

In the event federal funds become no longer available, general funds will not be requested to support this program. This 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

Plymouth Village Water & Sewer District
American Rescue Plan Act (ARPA) and
Drinking Water and Groundwater Trust Fund (DWGT) 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 Plymouth Village Water & Sewer District acting by and through the District's Commissioner Chair, Christopher Woods (hereinafter referred to as the Grantee).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on October 19, 2022, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

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

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

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
   (A) The Completion Date as set forth in sub-paragraph 1.7 of the Agreement shall be changed from December 1, 2024 to December 1, 2026.
   (B) Delete Exhibit C and replace with Exhibit C – Amendment 1. Exhibits 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.

Accepted by:

Christopher Woods, Chair
Commissioner
Plymouth Village Water & Sewer District
Date: 08-13-24

Robert R. Scott, Commissioner
Department of Environmental Services
Date: 9/19/24

Melissa Fales
Assistant Attorney General
Department of Justice
Date: 9/26/24

Plymouth Village Water & Sewer District
ARPA and DWGT Grant
Exhibit C- Amendment 1

The NHDES shall pay to the Grantee the total reimbursable program costs up to $1,369,600 for eligible drinking water improvements costs not to exceed the total Grant Limitation of $1,369,600 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 ARPA Disbursement form or DWGTF Disbursement Form as applicable and 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. The Grantee will maintain adequate documentation to substantiate all Program related costs. All work shall be performed to the satisfaction of the NHDES before payment is made.

The funding for eligible drinking water system improvement costs is a combination of an ARPA grant of $1,169,600, a DWGTF grant of $200,000, a DWSRF loan of $235,000 and a DWGTF loan of $1,000,000.

Project Area	ARPA Grant	DWGTF Grant	DWGTF Loan	DWSRF Loan
Highland Street	$800,000	$200,000	$1,000,000	$0
Russell Street	$212,800	$0	$0	$0
Emerson Street	$156,800	$0	$0	$235,000
Totals	*$1,169,600*	*$200,000*	*$1,000,000*	*$235,000*

Each disbursement request will be paid 100% of eligible expenses as ARPA grant funds not to exceed $1,169,600. To the greatest extent practicable, ARPA funds shall be fully disbursed prior to disbursing the DWGTF or DWSRF funds and no later than June 1, 2026. In concert with the District's DWGTF loan of $1,000,000 for the Highland Street project, each DWGTF disbursement will be paid 83.3% DWGTF loan funds and 16.7% as DWGTF grant funds not to exceed $200,000.

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

NEW HAMPSHIRE DEPARTMENT OF Environmental Services

DRINKING WATER INFRASTRUCTURE PROJECT
CERTIFICATE OF VOTE – GRANTS ONLY

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

Env-Dw 1300; Env-Dw 1400

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

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

Certificate of Vote of Authorization

PLYMOUTH WATER AND SEWER DISTRICT
227 Old N Main St, Plymouth, NH

I, Thomas McGlauflin of the Plymouth Water and Sewer District do hereby certify that at a meeting held on August 13 , 2024, the Board of Commissioners voted to enter into a ARPA and DWGTF grant agreement with the New Hampshire Department Environmental Services to fund a water system improvement project.

The Plymouth Water and Sewer District further authorized the Christopher Woods, Board Chair to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Commissioner of Plymouth Water and Sewer District, the 13th day of August 2024.

Plymouth Water and Sewer District Signature: Thom McGl

STATE OF NEW HAMPSHIRE, County of Grafton

On this 13th day of August 2024, Kim A. Haines, before me (Notary Public) the undersigned Officer, personally appeared. Thomas McGlauflin, who acknowledged himself to be the Commissioner (TITLE) of Plymouth Water and Sewer 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: Kim A. Haines My commission expires: May 29, 2029

KIM A. HAINES NOTARY PUBLIC Exp. May 29, 2029 NEW HAMPSHIRE

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

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) 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, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ 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 Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ 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 Primex³. 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.

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Plymouth Village Water & Sewer District 227 Old North Main Street Plymouth, NH 03264-1624	559	NH Public Risk Management Exchange - Primex³ 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)	
X **General Liability (Occurrence Form)** **Professional Liability (describe)** ☐ Claims Made ☐ Occurrence	1/1/2024	1/1/2025	Each Occurrence	$2,000,000
			General Aggregate	$10,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
X **Automobile Liability** Deductible Comp and Coll: $1,000 ☐ Any auto	1/1/2024	1/1/2025	Combined Single Limit (Each Accident)	$2,000,000
			Aggregate	$10,000,000
X **Workers' Compensation & Employers' Liability**	1/1/2024	1/1/2025	X Statutory	
			Each Accident	$2,000,000
			Disease – Each Employee	$2,000,000
			Disease – Policy Limit	
X **Property (Special Risk Includes Fire and Theft)**	1/1/2024	1/1/2025	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: $1,000

Description: Proof of Primex Member coverage only. Pollution and hazardous waste related liabilities, expenses and claims are excluded from coverage in the coverage document.

CERTIFICATE HOLDER: ☐ Additional Covered Party ☐ Loss Payee	Primex³ – NH Public Risk Management Exchange
State of New Hampshire Dept. of Environmental Services 29 Hazen Dr. PO Box 95 Concord, NH 03302-0095	By: Mary Beth Purcell Date: 8/20/2024 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

September 15, 2022

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

APPROVED G & C
DATE 19 October 2022
ITEM # 79

REQUESTED ACTIONS

1. Authorize the New Hampshire Department of Environmental Services (NHDES) to award a grant to the Plymouth Village Water & Sewer District (VC #159943-B001), Plymouth, NH, in the amount not to exceed $1,369,600 for water system improvements, under the provisions of RSA 485:F and N.H. Code of Administrative Rules Env-Dw 1300 et seq. effective upon Governor & Council approval through December 1, 2024. 85% Federal Funds, 15% Drinking Water and Groundwater Trust Funds (DWGTF).

   Funding is available in the following accounts:

	FY 2023
03-44-44-440010-2476-072-500574 Dept Environmental Services, ARPA DES Loans, Grants Federal Activity Code: 00FRF602WB4401M	$1,169,600
03-44-44-444010-7428-073-500580 Dept Environmental Services, DWGTF, Grants Non-Federal	$200,000

2. Authorize NHDES to approve a loan agreement with the Plymouth Village Water & Sewer District (VC #159943-B001), Plymouth, NH, in the amount not to exceed $235,000 to finance water system improvements under the provisions of RSA 486:14 and N.H. Code of Administrative Rules Env-Dw 1100 et seq. effective upon Governor & Council approval. 100% Drinking Water State Revolving Loan Fund (DWSRF) Repayment Funds.

   Funding is available in the following account:

	FY 2023
03-44-44-441018-4791-301-500833 Dept Environmental Services, DWSRF Loan Repayments, Loans	$235,000

3. Authorize NHDES to approve a loan agreement with the Plymouth Village Water & Sewer District (VC #159943-B001), Plymouth, NH in the amount not to exceed $1,000,000 to finance water system improvements 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 Funds (DWGTF).

Funding is available in the following account:

	FY 2023
03-44-44-444010-7428-301-504059	$1,000,000
Dept Environmental Services, DWGTF Loan Repayments, Loans	

EXPLANATION

Plymouth Village Water & Sewer District requested a total of $2,604,600 in funding from NHDES for needed drinking water system improvements. NHDES, through the American Rescue Plan Act of 2021 (ARPA) funds, the Drinking Water and Groundwater Trust Fund (DWGTF), and the Drinking Water State Revolving Loan Fund (DWSRF) has offered the District $2,604,600 in a combination of grant and loan funds for the proposed project.

Plymouth Village Water & Sewer District will use the grant and loan funds to replace water main including the installation of service lines to curb stops and water main appurtenances along Emerson Street, Russell Street and Highland Street. The funding for each project is summarized below.

Project Area	ARPA Grant	DWGTF Grant	DWGTF Loan	DWSRF Loan
Highland Street	$800,000	$200,000	$1,000,000	$0
Russell Street	$212,800	$0	$0	$0
Emerson Street	$156,800	$0	$0	$235,000
Totals	*$1,169,600*	*$200,000*	*$1,000,000*	*$235,000*

ARPA is a $1.9 trillion economic stimulus bill passed by the 117th United States Congress and signed into law by President Biden on March 11, 2021, to speed up the United States' recovery from the economic health effects of the COVID-19 pandemic and the resultant recession. The Act defines eligible uses of the state and local funding, including responding to public health emergencies, responding to workers performing essential work during the COVID-19 emergency, providing revenue relief to states and making investments in water, sewer, and broadband infrastructure. All three projects are eligible DWSRF infrastructure projects and are allowable uses of ARP FRF funds under Section 602 (c)(1)(D) of the US Treasury Department final rule to make necessary investments in water, sewer, or broadband infrastructure.

The DWGTF was created in 2016, using $276 million of MtBE trial judgement funds, as authorized by RSA 485-F. The purpose of the Trust Fund 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 was established to administer the Trust Fund and to provide guidance to the State on the use of the Trust Fund. On February 14, 2022, the Advisory Commission voted to authorize $1,200,000 in grant and loan funds to the District to fund water main replacement on Highland Street.

The DWSRF loan amount will be based on the total DWSRF funds disbursed and may be less than $235,000. The loan interest rate may be adjusted downward if the DWSRF loan rate in effect upon project completion is less than the current annual rate of 1.256% for twenty years. Plymouth Village Water & Sewer District is eligible for principal forgiveness under the 2021 DWSRF Intended Use Plan. The amount of principal forgiveness will be determined when the aggregate principal amount is established, and the project is complete. There is currently a balance of $40,270,056 in the DWSRF available for new loans.

If these funds become no longer available, General funds will not be requested to support this program. 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 NH Department of Environmental Services		**1.2. State Agency Address** 29 Hazen Drive, Concord, NH 03302	
1.3. Grantee Name Plymouth Village Water & Sewer District		**1.4. Grantee Address** 227 Old North Main Street, Plymouth, NH 03264	
1.5 Grantee Phone # 603-536-1733	**1.6. Account Number** 03-44-44-441010-2476-072 03-44-44-441010-7428-073	**1.7. Completion Date** December 1, 2024	**1.8. Grant Limitation** $1,369,600
1.9. Grant Officer for State Agency Johnna McKenna		**1.10. State Agency Telephone Number** 603-271-7017	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1		**1.12. Name & Title of Grantee Signor 1** Donald Jutton, District Administrator	
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	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) **By:** **Assistant Attorney General, On:** 10/3/2022			
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.

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. DATA; RETENTION OF DATA; ACCESS.

9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials
Date 8/11/22

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 intend 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.

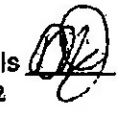
Grantee Initials 
Date 8/4/22

EXHIBIT A
SPECIAL PROVISIONS

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

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

FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA). The Subrecipient shall comply with the terms of the FFATA by providing NHDES with their 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).

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

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

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

Grantee Initials _____
Date 9/14/22

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, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients and subrecipients (see 28 CFR 42.406).

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

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

Grantee Initials _____
Date 9/14/22

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

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

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

For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, subrecipients, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies

Grantee Initials _____
Date 8/11/22

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

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

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

Grantee Initials _____
Date 8/4/22

5.9	Clean Water: Nonpoint Source
5.10	Drinking water: Treatment
5.11	Drinking water: Transmission & Distribution
5.12	Drinking water: Transmission & Distribution: Lead Remediation
5.13	Drinking water: Source
5.14	Drinking water: Storage
5.15	Drinking water: Other water infrastructure

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

All Clean Water and Drinking Water infrastructure projects:

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

For water and sewer projects:

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

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

For projects over $10 million (based on expected total cost) a recipient shall provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed. All contracts and subcontracts for the construction of treatment works shall insert in full in any contract the standard Davis-Bacon contract clause as specified by 29 CFR §5.5(a).

III. OTHER SPECIAL PROVISIONS

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

1. ***Financial management.*** *The Contractor shall comply with 2 CFR part 200 Subpart D* and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.

Grantee Initials _____
Date 6/14/22

2. ***Allowable costs.*** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in *2 CFR part 200 Subpart E.*

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

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

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

6. ***Protection for Whistleblowers.*** The Contractor shall comply with the terms of 41 U.S.C. §471 regarding Whistleblower protections. As described in 41 USC §471 "an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant."

Grantee Initials _____
Date 8/4/22

EXHIBIT B
SCOPE OF SERVICES

Plymouth Village Water & Sewer District (PWS #1941010):

The Plymouth Village Water & Sewer District will use the American Rescue Plan Act (ARPA) and Drinking Water and Groundwater Trust Fund (DWGTF) grant funds to replace water main including the installation of service lines to curb stops and water main appurtenances along Emerson Street, Russell Street and Highland Street. Grant funds will be used in conjunction with NH Drinking Water State Revolving Fund (DWSRF) and DWGTF loan funds to complete the engineering, design, bidding, and construction for the project.

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

EXHIBIT C
METHOD OF PAYMENT

The NHDES shall pay to the Grantee the total reimbursable program costs up to $1,369,600 for eligible drinking water improvements costs not to exceed the total Grant Limitation of $1,369,600 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 ARPA Disbursement form or DWGTF Disbursement Form as applicable and 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. The Grantee will maintain adequate documentation to substantiate all Program related costs. All work shall be performed to the satisfaction of the NHDES before payment is made.

The funding for eligible drinking water system improvement costs is a combination of an ARPA grant of $1,169,600, a DWGTF grant of $200,000, a DWSRF loan of $235,000 and a DWGTF loan of $1,000,000.

Project Area	ARPA Grant	DWGTF Grant	DWGTF Loan	DWSRF Loan
Highland Street	$800,000	$200,000	$1,000,000	$0
Russell Street	$212,800	$0	$0	$0
Emerson Street	$156,800	$0	$0	$235,000
Totals	*$1,169,600*	*$200,000*	*$1,000,000*	*$235,000*

Grantee Initials _____
Date 8/9/22

Each disbursement request will be paid 100% of eligible expenses as ARPA grant funds not to exceed $1,169,600. To the greatest extent practicable, ARPA funds shall be fully disbursed prior to disbursing the DWGTF or DWSRF funds. In concert with the District's DWGTF loan of $1,000,000 for the Highland Street project, each DWGTF disbursement will be paid 83.3% DWGTF loan funds and 16.7% as DWGTF grant funds not to exceed $200,000.

Changes to the Scope of Services require NHDES approval in advance. Work must be completed and request for reimbursement must be made by the completion date listed on the grant agreement (section 1.7).

Grantee Initials
Date 8/14/22

NEW HAMPSHIRE DEPARTMENT OF Environmental Services

DRINKING WATER INFRASTRUCTURE PROJECT
CERTIFICATE OF VOTE – GRANTS ONLY

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

Env-Dw 1300; Env-Dw 1400

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

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

Certificate of Vote of Authorization

PLYMOUTH WATER AND SEWER DISTRICT
227 Old N Main St, Plymouth, NH

I, Christopher Woods of the Plymouth Water and Sewer District do hereby certify that at a meeting held on _____April 05, 2022_____, the Board of Commissioners voted to enter into a ARPA and DWGTF grant agreement with the New Hampshire Department Environmental Services to fund a water system improvement project.

The Plymouth Water and Sewer District further authorized the Don Jutton, District Adminstrator to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Commissioner of Plymouth Water and Sewer District, the _____ day of _____, 2022.

Plymouth Water and Sewer District Signature: Chris Woods

STATE OF NEW HAMPSHIRE, County of Grafton

On this 16th day of August 2022, Chris Woods, before me (Notary Public) the undersigned Officer, personally appeared Christopher Woods, who acknowledged himself to be the Commissioner (TITLE) of Plymouth Water and Sewer 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.

KIM A. HAINES
STATE OF NEW HAMPSHIRE
NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 5, 2024

Notary Public Kim A. Haines My commission expires: June 5, 2024

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

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) 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, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ 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 Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ 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 Primex³. 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.

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Plymouth Village Water & Sewer District 227 Old North Main Street Plymouth, NH 03264-1624	559	NH Public Risk Management Exchange - Primex³ 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)	
X General Liability (Occurrence Form) Professional Liability (describe) ☐ Claims Made ☐ Occurrence	1/1/2022	1/1/2023	Each Occurrence	$ 5,000,000
			General Aggregate	$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
X Automobile Liability Deductible Comp and Coll: $1,000 ☐ Any auto	1/1/2022	1/1/2023	Combined Single Limit (Each Accident)	$5,000,000
			Aggregate	$5,000,000
X Workers' Compensation & Employers' Liability	1/1/2022	1/1/2023	X Statutory	
			Each Accident	$2,000,000
			Disease – Each Employee	$2,000,000
			Disease – Policy Limit	
X Property (Special Risk Includes Fire and Theft)	1/1/2022	1/1/2023	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: $1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	☐ Additional Covered Party	☐ Loss Payee	Primex³ – NH Public Risk Management Exchange
State of New Hampshire Department of Environmental Services 29 Hazen Drive, PO Box 95 Concord, NH 03302-0095			By: *Mary Beth Purcell* Date: 3/31/2022 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax