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The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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FEB 11 2026



December 29, 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 to **RETROACTIVELY** amend a Drinking Water and Groundwater Trust Fund grant (PO# 1094736) to the Plymouth Village Water and Sewer District (VC# 159943-B001), NH, by extending the completion date to December 31, 2026, from December 1, 2025, effective as of December 2, 2025 upon Governor and Council approval. No additional funding is involved in this time extension. The original grant was approved by Governor and Council on August 2, 2023, Item #51 and amended on May 1, 2024, Item #103. 100% Drinking Water and Groundwater Trust Fund.

EXPLANATION

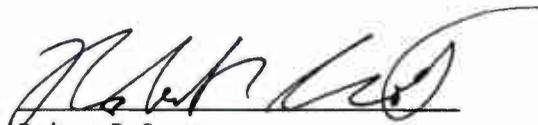
We are requesting **retroactive** approval of this amendment in order to provide Plymouth Village Water and Sewer District (District) additional time to complete the agreed upon scope of services for the Holderness Well source development. The Holderness Well project has been delayed due to extenuating circumstances, notably the stalled delivery of well parts that directly impacted the critical path to getting the well online and consequently delaying site restoration. The request is retroactive because the District was told by the contractor the parts would be delivered on time, it was an unanticipated delay in delivery that caused final site restoration to get rescheduled for spring 2026. Extension of the completion date to December 31, 2026 will allow the District the time necessary to get the final work completed.

The funding is a combination of a \$240,000 American Rescue Plan Act (ARPA) grant and a \$428,781 Drinking Water and Groundwater Trust Fund (DWGTF) grant. To date, all ARPA funds have been expended, and none of the original \$428,781 DWGTF grant award has been spent.

In the event these funds become unavailable, general funds will not be requested to support this project.

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 and Sewer District
Drinking Water and Groundwater Trust Fund (DWGTF) 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 and Sewer District, acting by and through the Chair, Christopher Woods (hereinafter referred to as the Grantee).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor & Council on August 2, 2023, Item #51, and amended on May 1, 2024, Item #103, 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 to December 31, 2026, from December 1, 2025.
2. Effective Date of Amendment; This Amendment shall take effect upon the date of approval of this Amendment by the Governor & 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.

Grantee Initials CW
Date 12/09/25

Accepted by:

Chris Woods

Christopher Woods, Chair
Plymouth Village Water and Sewer District

12/09/25

Date

Robert R. Scott

Robert R. Scott, Commissioner
Department of Environmental Services

12/30/25

Date

Melissa Fyles

Assistant Attorney General
Department of Justice

1/2/26

Date

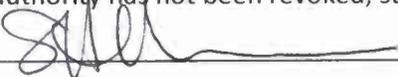
Approved as to form, substance and execution

Plymouth Village Water & Sewer District
227 Old North Main St. Plymouth, NH 03264

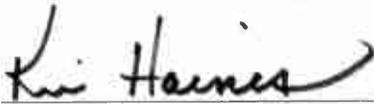
CERTIFICATE OF VOTE

I, Stephanie Halter do hereby certify that:

1. I am the Commissioner of the Plymouth Village Water & Sewer District.
2. At a meeting held on December 9, 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, 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.

Signature: 

IN WITNESS WHEREOF, I have hereunto set my hand as the Kim Haines, Business Administrator of Plymouth Village Water & Sewer District on December 9, 2025.

Witness
Signature: 

Date: 12/9/25



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.

<i>Participating Member:</i>		<i>Member Number:</i>	<i>Company Affording Coverage:</i>	
Plymouth Village Water & Sewer District 227 Old North Main Street Plymouth, NH 03264-1624		559	NH Public Risk Management Exchange - Primex ³ 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"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2026	1/1/2027	Each Occurrence	\$ 2,000,000
			General Aggregate	\$ 10,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	1/1/2026	1/1/2027	Combined Single Limit (Each Accident)	\$2,000,000
			Aggregate	\$10,000,000
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2026	1/1/2027	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease – Each Employee	\$2,000,000
			Disease – Policy Limit	
<input checked="" type="checkbox"/> Property (Special Risk includes Fire and Theft)	1/1/2026	1/1/2027	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
			By: <i>Mary Beth Purcell</i>
State of New Hampshire Department of Environmental Services 29 Hazen Drive, PO Box 95 Concord, NH 03302-0095			Date: 12/22/2025 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax