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DEC 03 2025

CJG

October 20, 2025

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

Requested Action for Consent Agenda

Authorize the Community Development Finance Authority (CDFA), under the Community Development Block Grant (CDBG) program, to enter into a no cost grant amendment with the Town of Northumberland, (vendor ID#177454) 19 Main Street, Northumberland, New Hampshire, in the amount of \$500,000 by extending the completion date to December 31, 2026 from the original completion date of December 31, 2025. The original grant was approved by Governor and Council on July 24, 2024, agenda item #31. This extension if granted, will allow for completion of its water and sewer system improvement project at the Brookview Cooperative Mobile Home Park, Inc. situated at 16 Marietta Lane, Northumberland, New Hampshire, effective upon Governor and Council approval for the period effective through December 31, 2026. **100% federal funds.**

Explanation

The Town of Northumberland has requested a time extension of its CDBG funds on behalf of the Brookview Cooperative Mobile Home Park, Inc. to support its water and sewer system improvement project at 16 Marietta Lane, Northumberland, New Hampshire location. The project was delayed due to a long bid process and the wastewater pump has a long specifications phase which takes several months. The project will replace the aging sewer lines and wastewater pump station which are no longer functioning properly and do not meet state environmental codes. The project will benefit 43 people, of which 39 (90.7% percent) are currently of low and moderate income. Matching funds will be provided by the DES and Wastewater Grant Program.

This Agreement allocates a portion of the Community Development Block Grant (CDBG) funds provided to New Hampshire by the U. S. Department of Housing and Urban Development (HUD). CDFA is administering this program as provided by RSA 162-L. The funds for this contract are from the Community Development Block Grant Fund, which is intended to help municipalities solve development problems.

CDFA has determined that the vendor is in good standing with the Secretary of State's Office, has secured the required levels of insurance, and has provided evidence of authority to execute and be bound by the contract.

Sincerely,

A handwritten signature in cursive script, appearing to read "Katherine Easterly Martey".

Katherine Easterly Martey
Executive Director

KEM/ms
Attachments

Town of Northumberland –\$ 500,000 – Brookview MHP Sewer and Water (Public Facilities)

| | |
|------------------------------------|--|
| Applicant | Town of Northumberland |
| Subrecipient | Brookview Cooperative Mobile Home Park, Inc. |
| Project Name | Brookview MHP Sewer and Water |
| Project Location | 16 Marietta Lane, Northumberland, NH |
| Request | \$500,000 |
| LMI Beneficiaries | 39 / 43 LMI beneficiaries (90.7 % LMI) |
| HUD CDBG National Objective | LMC- 03J: Water Sewer Improvements |
| NH State Category | Public Facilities |

Project Summary

The Town of Northumberland is requesting \$500,000 to be subgranted to Brookview Cooperative Mobile Home Park, Inc, to upgrade its sewer and water system. There are 43 residents who live in the 18 homes within the park, with 39 (90.7%) qualifying as individuals of low-to moderate- income.

Brookview's systems are privately owned by the Cooperative and connected to the Town of Northumberland's municipal water and sewer infrastructure. The floats on the master sewage pump have been defective for years, forcing manual purging. Every time the tank is purged, a massive surge of sewage enters the Town's sewer lines and jams the pumps, which then sets off the Town alarms. It has cost the Town a significant amount of money in overtime and repairs to their pump station. The location of this tank/pump is near Dean Brook and is most likely environmentally hazardous. The New Hampshire Department of Environmental Services has visited the site because of anonymous calls about sewage leaks into the ground and brook. No violations were issued but the Town was notified and warned by NHDES.

A CDBG Planning grant was awarded in 2021 to fund a comprehensive engineering study to determine the extent and cost of infrastructure needs. The report indicated a failing water pump, blocked and undersized sewage pipes with some undefined outlets and substandard soil protection. The project will replace the existing sewer lines and wastewater pump station. The existing water system is in decent condition, however, undersized water service lines in part of the park need to be replaced and individual water meters will be installed.

Total project costs are over \$767,050, with \$500,000 from CDBG and \$267,050 from the Department of Environmental Services ARPA funded Disadvantaged Communities Drinking Water and Wastewater Grant Program. CDBG funds are needed to make the project financially feasible. Long-term benefit of at least 20 years is demonstrated due to the nature of the project.

Sources & Uses

| Sources | CDBG | Other Funds | |
|-------------------------------|------------------|------------------|----------------------|
| Uses | | | Total Uses \$ |
| Acquisition | | | \$0 |
| Site Improvements | | | \$0 |
| Construction | \$422,110 | \$72,000 | \$494,160 |
| Architectural/ Engineering | \$45,000 | \$45,000 | \$90,000 |
| Residential Rehabilitation | | | \$0 |
| Soft Costs | | | \$0 |
| Equipment/Furnishings | | \$150,000 | \$150,000 |
| CDBG Admin Costs | \$26,000 | | \$26,000 |
| Environmental Review | \$5,000 | | \$5,000 |
| Legal Fee | | | \$0 |
| Audit Costs | \$1,890 | | \$1,890 |
| Committed Total | | \$267,050 | \$267,050 |
| Pending Total | \$500,000 | | \$500,000 |
| Grand Total | | | \$767,050 |

Administrative Costs

| | |
|---------------------|----------|
| Application Writing | \$22,000 |
| Grant Administrator | \$4,000 |

Summary

- The project scored **120 points**;
- The project will ensure that 43 residents, 39 of whom qualify as LMI, have safe and sanitary water and sewer infrastructure which meets DES regulations;
- The project will greatly improve water conservation and improve residents' water bills by controlling leaks and tracking for future leaks; and
- The project meets a CDBG National Objective by providing a direct benefit to Low- and Moderate-Income persons.

AMENDMENT #1
23-065-CDPF

This Agreement (hereinafter called the "Amendment") dated this 16 day of Oct., 2025 by and between the State of New Hampshire acting by and through the Community Development Finance Authority (CDFA) (hereinafter referred to as "Grantor") and the Town of Northumberland (Vendor ID 177454)(hereinafter referred to as the "Contractor").

WHEREAS, pursuant to an initial agreement (hereinafter called the "Agreement") which was first entered into upon Governor and Council approval on July 24, 2024, agenda item #31, the Contractor agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payments by Grantor of certain sums specified therein, and;

WHEREAS, pursuant to paragraph 20 of the General Provisions of the Agreement, the contract may be amended, waived or discharged by written instrument executed by the parties hereto and approved by the Governor and Council, and;

WHEREAS, CDFA has received a written request from the Contractor to amend the Agreement.

NOW THEREFORE, in consideration of the foregoing and the covenants and conditions contained in the Agreement as set forth herein, the Contractor and CDFA hereby agree to amend the Agreement as follows:

1. Amendment of Agreement

A. To amend Section 1.7 of the General Provisions by extending the completion date from December 31, 2025, to December 31, 2026.

2. Effective Date of Amendment

This Amendment shall be effective upon its approval by the Governor and Council of the State of New Hampshire. If such approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.

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 as set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands:

CONTRACTOR:

Town of Northumberland

By: James Weagle
James Weagle
Vice Chair of Select Board

GRANTOR:

State of New Hampshire acting through the
Community Development Finance Authority

By: Katherine Easterly Martey
Katherine Easterly Martey
Executive Director

NOTARY STATEMENT - FOR GRANTEE CONTRACTOR SIGNATURE ONLY:

On this the 16 day of October, 2025 there appeared before me the undersigned officer personally appeared James Weagle, who acknowledged himself as Vice Chair of the Select Board of the Town of Northumberland and that such officer, authorized to do so, executed the foregoing instrument for the purposes herein contained, by signing himself in the name of the municipality.

In witness whereof I hereunto set my hand and official seal (provide seal, stamped name and expiration date)

By: Kathryn D Wiles
Notary Public
My Commission Expires: March 27, 2029

APPROVAL BY NEW HAMPSHIRE ATTORNEY GENERAL AS TO FORM, SUBSTANCE AND EXECUTION:

By: Christopher Bond, Assistant Attorney General, on 11/5/25

APPROVAL BY THE NEW HAMPSHIRE GOVERNOR AND COUNCIL:

By: _____, on _____

CERTIFICATE
23-065-CDPF

I, Kathy D. Wiles, Town Clerk of Northumberland, New Hampshire do hereby certify that: (1) at the public hearing held on August 7, 2023, the Board of Selectmen voted to submit an application for Community Development Block Grant funds and if awarded; (2) enter into a contract with the Community Development Finance Authority and further authorize the Town Administrator to execute any documents which may be necessary to effectuate this contract or any amendments thereto; (3) I further certify that 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 (4) the following person has been appointed to and now occupies the office indicated under item (2) above:

James Weagle, Vice Chair of the Select Board

Kathy D. Wiles
By: KATHY D. WILES, Town Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF COOS, SS.

The foregoing instrument was acknowledged before me this 16 day of October, 2025 by the above-named Kathy D. Wiles, Town Clerk of the Town of Northumberland, New Hampshire.

Romy J. McMann (Seal)
Notary Public
My commission expires
ROMY J MCMANN
Notary Public - New Hampshire
My Commission Expires
March 26, 2030



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> Town of Northumberland 19 Main Street Groveton, NH 03582 | | <i>Member Number:</i> 260 | <i>Company Affording Coverage:</i> 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 | 7/1/2025 | 7/1/2026 | Each Occurrence | \$ 2,000,000 |
| | | | General Aggregate | \$10,000,000 |
| | | | Fire Damage (Any one fire) | |
| | | | Med Exp (Any one person) | |
| <input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto | | | Combined Single Limit (Each Accident) | |
| | | | Aggregate | |
| <input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability | 1/1/2025 | 1/1/2026 | <input checked="" type="checkbox"/> Statutory | |
| | | | Each Accident | \$2,000,000 |
| | | | Disease -- Each Employee | \$2,000,000 |
| | | | Disease -- Policy Limit | |
| <input type="checkbox"/> Property (Special Risk includes Fire and Theft) | | | Blanket Limit, Replacement Cost (unless otherwise stated) | |
| Description: Proof of Primex Member coverage only. | | | | |

| | | | |
|--|---------------------------------|-------------------|--|
| CERTIFICATE HOLDER: | Additional Covered Party | Loss Payee | Primex³ – NH Public Risk Management Exchange |
| CDFA 14 Dixon Ave. Concord, NH 03301 | | | By: <i>Mary Beth Purcell</i> |
| | | | Date: 10/17/2025 mpurcell@nhprimex.org |
| | | | Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax |