



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



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DEC 17 2025

November 17, 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 amend a Drinking Water and Groundwater Trust Fund grant agreement (PO # 1092761) to the Town of Winchester (VC# 159981-B001), NH, by extending the completion to December 31, 2027, from December 31, 2025, for water system improvements under the provisions of RSA 485:F, effective upon Governor and Council approval through December 31, 2027. The original agreement was approved by Governor and Council on May 17, 2023, Item #81 and amended on December 4, 2024, Item #5E. This is a no cost time extension. 100% Drinking Water and Groundwater Trust Fund (DWGTF).

EXPLANATION

We are requesting approval of this amendment in order to provide the Town of Winchester with additional time to complete the agreed upon scope of services. The project includes construction of a new storage tank, water main replacement, and installation of a booster pump station. The storage tank and watermain work was bid first and separately from the booster pump station work and was completed using other funding sources. Negotiations surrounding bid prices for the booster pump station caused delays; this part of the project has since been awarded and construction is expected for spring of 2026. To date, none of the \$200,000 DWGTF grant 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

Town of Winchester
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 Town of Winchester, acting by and through its Town Administrator, Karey Miner (hereinafter referred to as the Grantee).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on May 17, 2023, Item #81, and amended on December 4, 2024, Item #5E, 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, 2027, from December 31, 2025.
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:

Karey Miner
Karey Miner, Town Administrator
Town of Winchester

11/13/25
Date

Robert R. Scott
Robert R. Scott, Commissioner
Department of Environmental Services

11/18/25
Date

[Signature]
Assistant Attorney General
Department of Justice
Approved as to form, substance and execution

11/21/2025
Date

Town of Winchester
1 Richmond Road
Winchester, NH 03470

CERTIFICATE OF VOTE

I, Herbert Stephens, do hereby certify that:

1. I am the Board Vice Chairman of the Town of Winchester.
2. At a meeting held on March 8, 2023, the Town of Winchester voted to accept funds and enter into a Grant Agreement with the **State of New Hampshire Department of Environmental Services** for a water system improvements project.
3. The Town of Winchester further authorized Karey Miner, Town Administrator, 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 Herbert Stephens, Board Vice Chairman of the Town of Winchester.

Signature:



Date:

11/6/25



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> Town of Winchester 1 Richmond Street Winchester, NH 03470		<i>Member Number:</i> 328	<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 checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2025	7/1/2026	Combined Single Limit (Each Accident)	\$2,000,000
			Aggregate	\$10,000,000
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2025	7/1/2026	<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)	7/1/2025	7/1/2026	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 NH, Department of Environmental Services 29 Hazen Drive, P.O. Box 95 Concord, NH 03302-0095			By: <i>Mary Beth Purcell</i>
			Date: 11/6/2025 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax