



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

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Robert R. Scott, Commissioner

December 10, 2025

JAN 07 2026

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 Per- and Polyfluoroalkyl Substances Remediation Grant and Loan Fund (PFAS RLF), loan agreement (PO#1103293) with Century Community Association, Inc., Londonderry, NH (VC# 342188-B001) by increasing the loan limitation by \$502,000 to \$774,287, from \$272,287, for an interconnection to a larger public water system, subject to conditions as outlined in documents substantially in the form presented, effective upon Governor & Council approval. The original loan agreement was approved on October 30, 2024, Item #89. 100% PFAS Response Fund.

Funding is available in the following account:

03-44-44-444010-8873-301-501976

Dept Environmental Services, Emerging Contaminants, Loans

FY 2026  
\$502,000

**EXPLANATION**

The purpose of this loan amendment is to provide Century Community Association, Inc. (Century Village) additional funding from the PFAS RLF to complete their interconnection project to a larger municipal system. This project has experienced significant cost overruns requiring additional loan funding.

The PFAS RLF was created, as authorized by RSA 485-H, to provide low interest loans and grants to community public water systems; non-profit, non-transient, non-community public water systems; municipalities; and wastewater facilities to address exceedances of PFAS standards for costs incurred after September 30, 2019. Grant and loan applications are accepted year-round and reviewed for eligibility in the order in which the applications are received. To date, a total of \$1,543,558.94 of the \$1,778,492 ARPA grant and \$0 of the original \$272,287 loan has been spent.

The final loan amount will be based on the total PFAS RLF funds disbursed and may be less than \$774,287. The loan interest rate may be adjusted downward if the loan rate in effect upon project completion is less than the current rate of 3.84% for 20 years. In the event that these funds become no longer available, general funds will not be requested to support this project.

We respectfully request your approval of this item.

  
Robert R. Scott  
Commissioner

**CLOSING AGENDA**

**STATE OF NEW HAMPSHIRE**

**PER- AND POLYFLUOROALKYL SUBSTANCES REMEDIATION LOAN FUND**

RE: CENTURY COMMUNITY ASSOCIATION, INC.

LONDONDERRY, NEW HAMPSHIRE

Project # PRLF - 09

DATE: \_\_\_\_\_

- A. State of New Hampshire "SNH"  
B. Applicant "B"  
C. State's Counsel: Kim Burgess "KB"

No.	Item:	Responsible Party:
1	Certified Copy of Articles of Agreement of Borrower	B
2	Certified Bylaws of Borrower	B
3	Declaration of Covenants, Easements and Restrictions	B
4	Certificate of Existence of Borrower	B
5	Certificate of Resolution of Borrower	B
6	Amended Schedule of Costs (Budget) (Exhibit B)	B
7	First Amendment to Loan Agreement and Security Instruments	SNH
8	Second Allonge to Promissory Note (Exhibit C)	SNH
9	First Amendment to Collateral Assignment of Association Assessments	SNH
10	Certificate of Insurance: <i>A certificate of insurance on Accord Form 27 naming the NH Department of Environmental Services as loss payee and additional insured as to liability insurance.</i>	B
11	Governor and Council approval	SNH
12	399-B Disclosure	SNH

## FIRST AMENDMENT TO LOAN AGREEMENT AND SECURITY INSTRUMENTS

This First Amendment to Loan Agreement and Security Instruments is made this \_\_\_\_ day of \_\_\_\_\_, 2025 between Century Community Association, Inc. a New Hampshire non-profit corporation with a principal place of business at and mailing address of 24 Winding Pond Road, Londonderry New Hampshire 03053 (the "Borrower") and the State of New Hampshire with an address of c/o Department of Environmental Services, 29 Hazen Drive, P.O. Box 95, Concord, New Hampshire 03302-0095 (hereinafter the "Lender") for themselves and their successors and assigns.

### RECITALS

A. The Lender has provided a loan of up to \$272,287 (the "Loan") to the Borrower as evidenced by a Promissory Note of the Borrower dated December 9, 2024 in the original principal amount of \$272,287 as amended by the First Allonge to Promissory Note dated September 26, 2025 (the "Note") pursuant to a Loan Agreement dated December 9, 2024 between the Borrower and the Lender (the "Loan Agreement") to finance an interconnection to a larger public water system.

B. The Loan is secured by certain Security Instruments (as defined in the Loan Agreement), including, without limitation, a Security Agreement dated December 9, 2024 between the Borrower and the Lender and a UCC-1 Financing Statement (filed with the New Hampshire Secretary of State, File No.2412110000408) (collectively, the "Security Agreement"), a Collateral Assignment of Contracts, Plans and Permits dated December 9, 2024 between the Borrower and the Lender (the "Collateral Assignment of Contracts, Plans and Permits"), and a Collateral Assignment of Association Assessments dated December 9, 2024 of the Borrower to the Lender (recorded on December 11, 2024 at the Rockingham County Registry of Deeds, Book 6591, Page 1845);

C. The parties desire to increase the amount of the Loan to \$774,287 and are amending the Note pursuant to a Second Allonge to Promissory Note of even date to increase its principal amount and amend other terms (the "Allonge"); and

D. The parties desire to amend the Loan Agreement and certain Security Instruments in accordance with this agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. Defined Terms. All capitalized terms used in this agreement shall have the meaning assigned to them in the Loan Agreement unless otherwise defined herein.

2. Amendment of the Loan Agreement.

(a) The third sentence of Recital Paragraph B on the first page of the Loan Agreement is hereby amended by replacing "\$272,287" with "\$774,287":

(b) Section 1, Definitions of the Loan Agreement is hereby amended by replacing the definition of "Note" with the following:

"Note" means the Borrower's Promissory Note dated December 9, 2024 in the original principal amount of \$272,287 payable to the order of the State in the form attached hereto as Exhibit C, as amended by a Second Allonge to Promissory Note dated \_\_\_\_\_, 2025 between the Borrower and the Lender increasing the principal amount to \$774,287."

(c) Exhibit C to the Loan Agreement is hereby amended by replacing it with Exhibit C attached hereto.

3. Amendment of Security Instruments.

(a) *Security Agreement.* Recital Paragraph B on the first page is hereby amended by replacing it with the following:

(b) The Secured Party has agreed to extend credit to the Debtor in the amount not to exceed Seven Hundred Seventy-Four Thousand Two Hundred Eighty-Seven Dollars (\$774,287) in exchange for the Debtor's Promissory Note dated December 9, 2024, as amended by a Second Allonge to Promissory Note dated \_\_\_\_\_, 2025 between the Debtor and the Secured Party (as amended thereby and from time to time hereafter, the "Note").

(b) *Collateral Assignment, Plans and Permits.* Section 1 is hereby amended by replacing it with the following:

1. Security. This Assignment is made as additional security for the performance of all the Assignor's obligations under the Loan Agreement, Assignor's Promissory Note in the original amount of \$272,287 as amended by a Second Allonge to Promissory Note dated \_\_\_\_\_, 2025 between the Assignor and the Assignee increasing the principal amount thereof to \$774,287 and certain

security instruments as described in the First Amendment to Loan Agreement and Security Instruments (the "Security Instruments"), each dated as of even date and delivered to or to be delivered to Assignee.

(c) Collateral Assignment of Association Assessments. The provisions of the Collateral Assignment of Association Assessments shall be amended consistent with the terms of this document as set forth in a separate document entitled, "Amendment to Collateral Assignment of Association Assessments", incorporated herein by reference.

5. Representations. The Borrower represents and warrants that all of the representations and warranties set forth in the Loan Agreement are true and correct as of the date hereof.

6. Ratification. The Borrower ratifies and confirms all of the terms, conditions, covenants and provisions of the Loan Agreement, the Security Instruments, as amended hereby, and the Note as amended by the Allonge, which shall remain in full force and effect.

7. Further Assurances. The Borrower shall execute such additional documents, instruments and assurances and take such additional actions as are necessary to carry out the terms and intent hereof and to preserve any and all collateral securing the Note.

8. Fees. Borrower shall be responsible for any fees associated with amending the Promissory Note pursuant to the 399-B Disclosure.

EXECUTED on the day and year first above written.

**BORROWER:**

**CENTURY COMMUNITY ASSOCIATION, INC.**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Douglas H. Currie  
President  
Duly Authorized

**LENDER:**

**THE STATE OF NEW HAMPSHIRE**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Robert R. Scott, Commissioner  
Department of Environmental Services  
Duly Authorized

## SECOND ALLONGE TO PROMISSORY NOTE

Second Allonge made this \_\_\_\_ day of \_\_\_\_\_, 2025 between Century Community Association, Inc., a New Hampshire non-profit corporation with a principal place of business at 24 Winding Pond Road, Londonderry, New Hampshire 03053 (the "Maker"), and the State of New Hampshire with an address of c/o Department of Environmental Services, 29 Hazen Drive, P.O. Box 95, Concord, New Hampshire 03302-0095 (the "Payee") for themselves and their successors and assigns.

### RECITALS

A. Pursuant to a Loan Agreement dated December 9, 2024 between the Maker and the Payee (the "Loan Agreement"), the Payee agreed to provide a loan to the Maker of up to \$272,287, which is evidenced by the Promissory Note dated December 9, 2025, of the Maker in the principal amount of up to \$272,287, (the "Note") as amended by the First Allonge to Promissory Note dated September 26, 2025;

B. The parties desire to increase the amount of such loan evidenced by the Note to up to \$774,287 and to modify the terms of repayment of the Note pursuant to the terms of this Allonge.

NOW THEREFORE, the parties agree as follows:

1. The Note is hereby amended as follows:

(a) The face amount of the Note as expressed in the top left corner of the first page of the Note is hereby increased from \$272,287 to \$774,287.

(b) The amount of "Two Hundred Seventy-Two Thousand Two Hundred Eighty-Seven Dollars (\$272,287)" in the fifth and sixth lines of the first paragraph of the Note is hereby replaced with "Seven Hundred Seventy-Four Thousand Two Hundred Eighty-Seven Dollars (\$774,287)".

(c) Paragraph 1(b) of the Note is hereby amended by replacing "\$272,287" in the eleventh and twelfth lines with "\$774,287".

2. The Note, as amended hereby, and the Loan Agreement and the Security Instruments, as amended by the First Amendment to Loan Agreement and Security Instruments, are hereby ratified and confirmed and shall remain in full force and effect.

Executed as of the day and year first above written.

**MAKER:**

**CENTURY COMMUNITY ASSOCIATION, INC.**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Douglas H. Currie  
President  
Duly Authorized

**PAYEE:**

**THE STATE OF NEW HAMPSHIRE**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Robert R. Scott, Commissioner  
Department of Environmental Services  
Duly Authorized

**Return to:**

Kimberlee G. Burgess, Esq., P.L.L.C.  
56 Hopkins Green Road  
Hopkinton, NH 03229

**FIRST AMENDMENT TO COLLATERAL ASSIGNMENT OF ASSOCIATION ASSESSMENTS**

This First Amendment to Collateral Assignment of Association Assessments is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025 between Century Community Association, Inc., a New Hampshire non-profit corporation with a principal place of business at and mailing address of 24 Winding Pond Road, Londonderry, New Hampshire 03053 (the "Assignor") and the State of New Hampshire with an address of c/o Department of Environmental Services, 29 Hazen Drive, P.O. Box 95, Concord, New Hampshire 03302-0095 for themselves and their successors and assigns (the "Assignee").

RECITALS

A. The Assignee has provided a loan of up to \$272,287 (the "Loan") to the Assignor as evidenced by a Promissory Note of the Assignor dated December 9, 2024, in the original principal amount of \$272,287 as amended by the First Allonge to Promissory Note dated September 26, 2025 (the "Note") pursuant to a Loan Agreement dated December 9, 2024 between the Assignor and the Assignee (the "Loan Agreement") to finance the construction of certain water system improvements in Londonderry, New Hampshire;

B. The Loan is secured by, among other things, a Collateral Assignment of Assignment of Association Assessments dated December 9, 2024 from the Assignor to the Assignee, recorded on December 11, 2024 at the Rockingham County Registry of Deeds at Book 6591, Page 1845 (the "Collateral Assignment") with respect to real property identified therein and situated in Londonderry, New Hampshire;

C. The parties desire to increase the amount of the loan evidenced by the Note to \$774,287 and are amending the Note pursuant to a Second Allonge to Promissory Note of even date to increase its principal amount and amend other terms (the "Allonge"); and

D. The parties desire to amend the Collateral Assignment in accordance with this agreement and the Allonge.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. Collateral Assignment. Page 1, Recital Paragraph A, line 2 of the Collateral Assignment is hereby amended by inserting the following after "\$272,287":

as amended by a Second Allonge to Promissory Note dated \_\_\_\_\_, 2025 between the Assignor and the Assignee, increasing the principal amount such Note to \$774,287

[The remainder of this page is intentionally blank; signature pages follow.]

EXECUTED on the day and year first above written.

**CENTURY VILLAGE ASSOCIATION, INC.**

By: \_\_\_\_\_

Douglas H. Currie  
President  
Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by Douglas H. Currie, President, \_\_\_\_\_, of Century Community Association, Inc., a New Hampshire non-profit corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public/Justice of the Peace

Name:

My commission expires: \_\_\_\_\_ [seal]

**THE STATE OF NEW HAMPSHIRE**

By: \_\_\_\_\_  
Robert R. Scott, Commissioner  
Department of Environmental Services  
Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Robert R. Scott as Commissioner, New Hampshire Department of Environmental Services, on behalf of the State of New Hampshire.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
Name:  
My commission expires: [seal]

DISCLOSURE OF FINANCE CHARGES  
PER- AND POLYFLUOROALKYL SUBSTANCES REMEDIATION LOAN FUND

Pursuant to New Hampshire RSA Chapter 399-B:2

To: CENTURY COMMUNITY ASSOCIATION, INC.

Date: \_\_\_\_\_

Amount of Loan: original principal amount of \$272,287 as amended by the Second Allonge to Promissory Note increasing the principal amount to \$774,287 (the "Note")

Payable: As provided in the Note.

Interest Rate Change Date: as defined in the Note dated December 9, 2024 in the original principal amount of \$272,287, amended by the First Allonge to Promissory Note

Finance Charges:

1% until the Interest Rate Change Date then the annual rate of 3.84% as determined in Env-Dw 1405.06.

Late fee: 5% of each payment will be assessed if not paid within 7 days of its due date.

Above interest is based on the number of days elapsed over a 360-day year.

Recording and filing fees: Rockingham County Registry

Of Deeds for First Amendment to Collateral Assignment

Of Association Assessments

\$ Payable by NHDES

Title search fee:

\$ NA

Environmental Site Assessment:

\$ 0

Appraisal:

\$ 0

Acknowledged.

**CENTURY COMMUNITY ASSOCIATION, INC.**

Borrower

By: \_\_\_\_\_

Douglas H. Currie

President

Duly Authorized