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The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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MAR 25 2026



March 10, 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 (NHDES) to amend a grant agreement (PO#1088985) to New Hampton Village Precinct, New Hampton, NH (VC#157538-B001), by extending the completion date to August 1, 2026, from April 1, 2026, effective upon Governor and Council approval through August 1, 2026. The original grant was approved by Governor and Council on October 4, 2022, Item #32 and amended on May 29, 2024, Item #97. This is a no cost time extension. 100% Federal Funds.

EXPLANATION

We are requesting approval of this amendment to provide the New Hampton Village Precinct with additional time to complete the water system improvements. The Precinct was awarded funds to make improvements to the existing treatment system to address elevated levels of disinfection byproducts (DBPs) and improve corrosion control. The water treatment plant modifications include building upgrades, plumbing modifications, chemical treatment upgrades, a new SCADA system, and additional treatment plant interior modifications to accommodate the treatment improvements. The grant funds are being used in conjunction with a Drinking Water State Revolving Fund (DWSRF) loan of \$90,000.

Initial attempts at implementing treatment upgrades were unsuccessful and required additional time to reevaluate options. A treatment plan has been designed, and the Precinct has entered into a contract to complete chemical feed upgrades and SCADA system upgrades which require additional time beyond the original completion date for construction. Any remaining work not funded by the ARPA grant will be funded by DWSRF loan funds. To date, \$149,672 of the original \$650,000 grant funds have been spent.

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

**New Hampton Village Precinct
American Rescue Plan Act (ARPA) Grant
Amendment No. 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 New Hampton Village Precinct acting by and through its Treasurer, Sally Bevan (hereinafter referred to as the Grantee).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on October 4, 2022, Item #32, and amended on May 29, 2024, Item # 97, 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

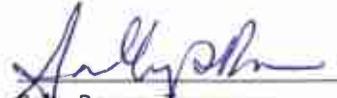
WHEREAS, The Grantee and the State have agreed to amend the Agreement in certain respects;

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:

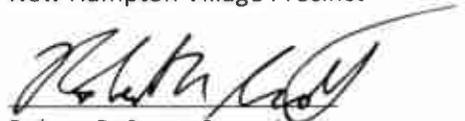
1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
 - A) The Completion Date as set forth in sub-paragraph 1.7 of the Agreement shall be changed from April 1, 2026 to August 1, 2026.
 - B) Delete Exhibit B – Amendment 1 and replace with Exhibit B – Amendment 2. Delete Exhibit C – Amendment 1 and replace with Exhibit C – Amendment 2. Exhibit B- Amendment 2 and Exhibit C – Amendment 2 are 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

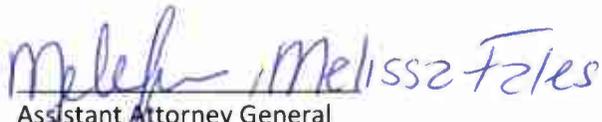
Accepted by:


Sally Bevan, Treasurer
New Hampton Village Precinct

2/11/26
Date


Robert R. Scott, Commissioner
Department of Environmental Services

3/3/26
Date


Melissa Fries
Assistant Attorney General
Department of Justice
Approved as to form, substance and execution.

3/4/26
Date

Exhibit B – Amendment 2
SCOPE OF SERVICES

The New Hampton Village Precinct will use the American Rescue Plan Act (ARPA) grant funds for improvements to the existing treatment system to address the elevated levels of disinfection byproducts (DBPs) and improve corrosion control. The water treatment plant modifications will include building upgrades, , plumbing modifications, chemical treatment upgrades, a new SCADA system, and additional treatment plant interior modifications to accommodate the treatment improvements. All work will take place within the existing treatment facility building. Grant funds will be used in conjunction with NH Drinking Water State Revolving Fund (DWSRF) loan funds to complete the engineering, design, bidding, and construction for the project.

As a requirement of this grant funding, the Precinct 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.

Grantee Initials
Date 2/11/26

Exhibit C – Amendment 2
METHOD OF PAYMENT

The NHDES shall pay to the Grantee the total reimbursable program costs 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 American Rescue Plan Act (ARPA) Disbursement form as 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.

This ARPA grant is in concert with a \$90,000 DWSRF loan. Each disbursement request will be paid 100% of eligible expenses as ARPA grant funds not to exceed \$650,000 followed by DWSRF loan funds. Final request for reimbursement of ARPA funds shall be submitted no later than 30 days after the August 1, 2026 completion date or the grant will be closed out and funds will no longer be available.

Changes to the Scope of Services require NHDES approval in advance. All work must be completed prior to the completion date (section 1.7) in this Grant Agreement to be eligible for reimbursement.

Grantee Initials SD
Date 2/11/26

New Hampton Village Precinct
27 Main St, New Hampton, NH 03256

CERTIFICATE OF VOTE

I, Jeremiah Duncan do hereby certify that:

1. I am the Water Commissioner of the New Hampton Village Precinct.
2. At meetings held on March 8, 2022, May 6, 2024, and February 9, 2026, the Board of Commissioners of the New Hampton Village Precinct 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 Board of Commissioners of the New Hampton Village Precinct further authorized Sally Bevan, Treasurer of the New Hampton Village Precinct 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 Water Commissioner of the New Hampton Village Precinct on February 12, 2026

Signature: _____



Date: _____

2/12/26



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: New Hampton Village Precinct PO Box 506 New Hampton, NH 03256		Member Number: 587	Company Affording Coverage: 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) <input type="checkbox"/> 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: State of New Hampshire Department of Environmental Services 29 Hazen Drive, PO Box 95 Concord, NH 03302-0095	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange By: <i>Mary Beth Purcell</i> Date: 2/13/2026 mpurcell@nhprimex.org Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
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