



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

March 2, 2026

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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# 1101693) to the Town of Plaistow, Plaistow, NH (VC# 177462-B001) to finance a watermain extension to remediate per- and polyfluoroalkyl substances (PFAS), by extending the completion date to December 1, 2026, from April 30, 2026, effective upon Governor & Council approval. The original grant was approved by Governor and Council on August 7, 2024, Item #45. This is a no cost time extension. 100% Federal Funds.

EXPLANATION

We are seeking approval for this amendment to allow the Town of Plaistow additional time to complete the water main extension project to address per- and polyfluoroalkyl substances (PFAS), 1,4-dioxane, arsenic, and manganese contamination in the groundwater. Electrical and plumbing updates still need to be completed in addition to final paving. Based on winter weather conditions and coordination with the NH Department of Transportation (NHDOT), paving may not be concluded until the end of the summer. This extension will provide sufficient time in case any further delays are encountered.

Grant funding totaling \$18,914,000 was made available to NHDES through the Bipartisan Infrastructure Law (BIL), Emerging Contaminants in Small or Disadvantaged Communities (EC-SDC) grant program administered by the United States Environmental Protection Agency (EPA). NHDES is using a portion of the funding for an emerging contaminant infrastructure grant program to mitigate the occurrence of emerging contaminants in eligible public water systems. NHDES identified ten public water systems that have exceedances of NH's Maximum Contaminant Levels (MCLs) for PFAS to be eligible for funding. Additional eligible recipients will be identified as funding allows.

To date, \$1,692,023 of the original \$2,080,500 in EC-SDC grant funds has been spent.

In the event grant funds no longer become 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.

Robert R. Scott
Commissioner

Town of Plaistow
Emerging Contaminant, Small and Disadvantaged Community (EC-SDC) Grant
Amendment 1

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 Plaistow acting by and through the Town Manager, Gregory A. Colby (hereinafter referred to as the Grantee).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on August 7, 2024, 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;

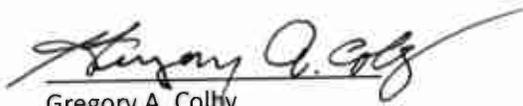
NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

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 30, 2026, to December 1, 2026.
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:



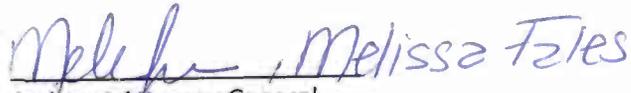
Gregory A. Colby
Town Manager
Town of Plaistow

1/24/2020
Date



Robert R. Scott, Commissioner
Department of Environmental Services

3/3/20
Date



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

3/4/20
Date

TOWN OF PLAISTOW, NH
145 MAIN STREET, PLAISTOW NH 03865

CERTIFICATE OF VOTE

I, William Coye, do hereby certify that:

1. I am the Chairman of the Selectboard of the Town of Plaistow.
2. At a meeting held on July 8, 2024, the Town of Plaistow 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 Town of Plaistow further authorized Gregory A Colby, Town Manager/Finance Director 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 William Coye, Chairman Selectboard of Town of Plaistow on January, 26, 2026.

Signature: William Coye

Date: 1/26/2026



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: Town of Plaistow 145 Main Street Plaistow, NH 03865		Member Number: 273	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) 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
State of New Hampshire Department of Environmental Services 29 Hazen Drive, PO Box 95 Concord, NH 03302-0095			By: <i>Mary Beth Purcell</i>
			Date: 1/27/2026 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax