

The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

83 - 6/17/26

May 13, 2026

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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to **RETROACTIVELY** amend an American Rescue Plan Act grant (PO# 1097380) to the Town of Newmarket, NH (VC# 177449 B003), for necessary septage receiving improvements to the town's wastewater treatment facility by increasing the grant limitation by \$131,900 to \$731,900 from \$600,000, and by extending the completion date to September 30, 2026, from March 1, 2026, effective **retroactively** to March 2, 2026, upon Governor and Council approval through September 30, 2026. The original grant agreement was approved by Governor and Council on January 10, 2024, Item #46 and amended on October 30, 2024, Item #83. 100% federal funds.

Funding is available in the following account:

03-44-44-440010-2476-072-500574	<u>FY 2026</u>
Dept. Environmental Services, ARPA DES Loans, Grants Federal	\$131,900
Activity Code: 00FRF602WB4401E	

EXPLANATION

We are requesting **RETROACTIVE** approval of this amendment in order to provide the Town of Newmarket with additional time and grant funding to complete the agreed upon scope of services for necessary septage receiving improvements to the Town's wastewater treatment facility (WWTF). The Town's need for additional funding became apparent early in the project construction, but this request is **retroactive** because additional funds only became available after March 1, 2026, when surplus monies were returned from recently closed projects.

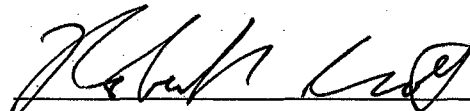
The Town is upgrading the WWTF septage receiving system, a project that has proven more costly and time-intensive than originally anticipated. The additional funding will support completion of these upgrades, improving septage receiving capacity, enhancing secondary treatment and total nitrogen removal, and enabling Newmarket to accept septage from surrounding seacoast communities that either do not have their own wastewater treatment plants or currently lack sufficient capacity at their wastewater treatment plant thereby strengthening overall septage management in the region. Project costs have already exceeded the original ARPA grant amount, and additional time is needed to fully

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utilize the new funds, increasing reimbursement eligibility for project costs occurring after March 1, 2026, through project completion. This is an allowable use of ARP FRF funds under Section 602 (c)(1)(D) to make necessary investments in water, sewer, or broadband infrastructure. To date, \$599,000 of the original \$600,000 grant has 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.

A handwritten signature in black ink, appearing to read "Robert R. Scott", written over a horizontal line.

Robert R. Scott
Commissioner

**Grant Agreement with the Town of Newmarket
American Rescue Plan Act (ARPA) Grant
CW-334162-03
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 Town of Newmarket acting by and through its Town Manager, Stephen Fournier (hereinafter referred to as the Grantee).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on January 10, 2024 and amended on October 30, 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 March 1, 2026, to September 30, 2026.
 - (B) The Grant Limitation as set forth in sub-paragraph 1.8 of the Agreement shall be changed to \$731,900 from \$600,000.
 - (C) The grant award as set forth in the first paragraph of Exhibit C, the Grant Limitation shall be changed to \$731,900 from \$600,000.
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:



Stephen Fournier, Town Manager
Town of Newmarket

5/4/26


Date



Robert R. Scott, Commissioner
Department of Environmental Services

5/14/26

Date



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

5/27/2026

Date

CERTIFICATE OF VOTE OF AUTHORIZATION

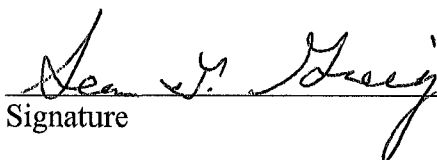
**Town of Newmarket
186 Main Street
Newmarket, NH 03857**

I, Sean T. Greig, do hereby certify/attest that I am the Environmental Services Director of the Town of Newmarket, a municipality in the State of New Hampshire, county of Rockingham, in the United States of America.

I do further certify that the Town Council, during its duly warned and convened meetings at the time of the original project and grant agreement approval for the Septage Receiving Upgrades, voted to authorize the Town Manager, Stephen Fournier, to enter into contracts or agreements on behalf of the Town of Newmarket with the State of New Hampshire, Department of Environmental Services, and to execute any documents on behalf of the municipality which may, in his judgement, be desirable or necessary to effect the purpose of the grant agreement. This authority was granted during an official meeting of the Town Council of the Town of Newmarket on the following date: November 15, 2023.

I further certify that such authority has not been replaced, rescinded, or amended.

IN WITNESS WHEREOF, I have hereunto set my hand as the Environmental Services Director, Sean T. Greig, of the Town of Newmarket.



Signature

5/4/26

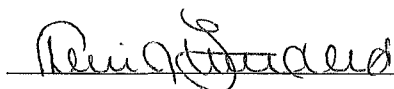
Date

NOTARIZATION

State of New Hampshire
County of Rockingham

On this 4 day of May 2026, before me the undersigned officer, personally appeared Sean T. Greig, who acknowledged himself to be the Environmental Services Director to be the person who executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



My Commission Expires: February 22, 2028

**TERRI J LITTLEFIELD
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
February 22, 2028**



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 Newmarket 186 Main Street Newmarket, NH 03857		Member Number: 255	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	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 New Hampshire Department of Environmental Services 29 Hazen Drive PO Box 95 Concord, NH 03302-0095			By: <i>Mary Beth Purcell</i>
			Date: 5/5/2026 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



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<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2026	7/1/2027	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	7/1/2026	7/1/2027	Combined Single Limit (Each Accident)	\$2,000,000
			Aggregate	\$10,000,000
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2026	7/1/2027	<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)	7/1/2026	7/1/2027	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
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