

The State of New Hampshire
Department of Environmental Services

85- 7/29/26



Robert R. Scott, Commissioner

June 30, 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 **RETROACTIVELY** amend a Drinking Water and Groundwater Trust Fund grant (PO # 1096060) to the City of Claremont (VC# 177373-B005), NH, by extending the completion date to December 31, 2027, from June 1, 2026, for water system improvements under the provisions of RSA 485:F, effective as of June 2, 2026 through December 31, 2027 upon Governor and Council approval. The original agreement was approved by Governor and Council on October 18, 2023, Item #98, and amended on May 21, 2025, Item #5P. This is a no cost time extension. 100% Drinking Water and Groundwater Trust Fund

EXPLANATION

We are requesting **retroactive** approval of this amendment to provide the City of Claremont with additional time to complete the agreed upon scope of services. The project is funded by a \$2,150,000 Drinking Water State Revolving Fund (DWSRF) loan, a \$350,000 American Rescue Plan Act (ARPA) grant, and a \$1,168,000 Drinking Water and Groundwater Trust Fund (DWGTF) grant. Work includes phased replacement of water main, lead service lines, valves, hydrants, and associated services within the City of Claremont's distribution system. Additional time is needed to complete the project due to supply chain issues. This request is **retroactive** due to delayed communication from the Grantee regarding necessary amendment documents. To date, \$2,029,778, of the total \$3,668,000 grant and loan awards, has been spent.

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

City of Claremont
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 City of Claremont, acting by and through its City Manager, Nancy Bates (hereinafter referred to as the Grantee).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on October 18, 2023, Item #98, and amended on May 21, 2025, Item #5P, 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:

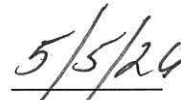
1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:

(A) The Completion Date as set forth in sub-paragraph 1.7 of the Agreement shall be changed to December 31, 2027, from June 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.

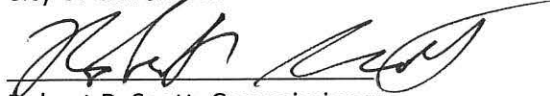
Accepted by:



Nancy Bates, City Manager
City of Claremont



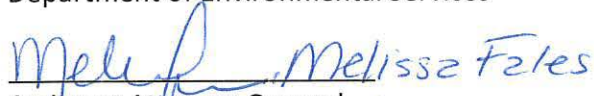
Date



Robert R. Scott, Commissioner
Department of Environmental Services



Date



Assistant Attorney General
Department of Justice



Date

Approved as to form, substance and execution

FORM GUIDANCE

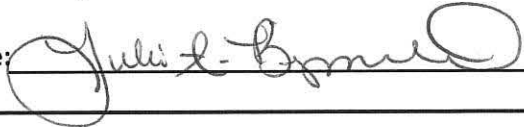
- Please fill out areas highlighted in **yellow** DIGITALLY before printing for final wet signature.
- The Witness must have a titled position at the Grantee's address listed below.
- The Authorized Representative listed under item 3 does not sign this form.

**City of Claremont
56 Opera House Square
Claremont, NH 03743**

I, Julia Bizzarro do hereby certify that:

1. I am the Executive Assistant to the City Manager of the City of Claremont.
2. At a meeting held on May 24, 2023, the City of Claremont 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 City of Claremont further authorized Nancy Bates, City Manager, 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 Executive Assistant to the City Manager of the City of Claremont on the date signed below.

Witness Signature:  Date: 5-5-26

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:		Member Number:	Company Affording Coverage:	
City of Claremont 58 Opera House Square Claremont, NH 03743		141	NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716	

X	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
☒	General Liability (Occurrence Form)	1/1/2026	1/1/2027	Each Occurrence	\$2,000,000
	Professional Liability (describe)			General Aggregate	\$10,000,000
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
☒	Automobile Liability	1/1/2026	1/1/2027	Combined Single Limit (Each Accident) \$ 2,000,000	
	Deductible Comp and Coll: \$1,000			Aggregate \$ 10,000,000	
	☐ Any auto				
☒	Workers' Compensation & Employers' Liability	1/1/2026	1/1/2027	☒ Statutory	
				Each Accident	\$2,000,000
				Disease - Each Employee	\$2,000,000
				Disease - Policy Limit	
☒	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: State of New Hampshire Dept. 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: 1/21/2026 mpurcell@nhprimex.org Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
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