

August 7, 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 Diesel Emissions Reduction Act (DERA) State Clean Diesel grant (PO# 1107190) to the Town of Hudson, NH (VC# 177415-B001), by extending the completion date to September 30, 2027 from September 30, 2026, effective upon Governor & Council approval through September 30, 2027. This is a no cost time extension. The original grant was approved by Governor & Council on June 25, 2025, Item #117, and amended on September 17, 2025, Item #5D. 98% federal DERA funds, 2% New Hampshire Volkswagen Environmental Mitigation Trust funds.

EXPLANATION

We are requesting approval of this no-cost grant amendment in order to provide the Town of Hudson additional time to complete the agreed upon project to replace three (3) plow trucks. Extension of the completion date to September 30, 2027 will allow the Town of Hudson the time necessary to submit additional payments for reimbursement for the plow trucks, whose availability was negatively impacted due to manufacturer building and supply chain delays.

To date, no funds of the \$225,126.75 DERA grant have been spent. In the event grant funds become no longer available, general funds will not be requested to support this program. This amendment has been approved by the Office of the Attorney General as to form, substance and execution.

We respectfully request your approval of this item.

Robert R. Scott
Commissioner

AMENDMENT No. 2

Grant Number: 00A00749-2025-002
Project Title: NH Clean Diesel Program Agreement with
Town of Hudson – Plow Trucks Replacement Project
Subgrant Program for Diesel Emissions Reduction Projects
Federal Award Identification Number (FAIN): 00A00749
(Awarded September 23, 2021)
CFDA Number and Name: 66.040, State Clean Diesel Grant Program

This Agreement (hereinafter called the Amendment) dated this 28 day of MAY, 2026, is by and between the New Hampshire Department of Environmental Services (NHDES) and the Town of Hudson, NH (hereinafter referred to as the Grantee), 2 Constitution Drive, Hudson, NH 03051.

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on June 25, 2025, and its first Amendment (hereinafter called Amendment 1), approved by the Governor and Council on September 17, 2025, the Grantee agreed to undertake the replacement of three (3) plow trucks upon the terms and conditions specified in the Agreement and in consideration of payment by NHDES of a certain sum as specified therein; and

WHEREAS, the Grantee and NHDES 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 Amendment 1 and set forth herein, the parties hereto do hereby agree as follows:

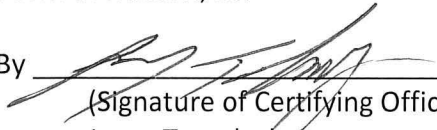
1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
 - (A) The Completion Date as set forth in sub-paragraph 1.7 of the Agreement shall be changed from September 30, 2026 to September 30, 2027.
2. Effective Date of Amendment: This Amendment shall take effect upon the 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.


5/28/26

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

Town of Hudson, NH

By


(Signature of Certifying Officer)
Jason Twardosky
Director of Public Works

Notarization

State of New Hampshire

County of Hillsborough

On 5/28/2026, before me, Michelle Brewster,
Date Name of Notary or Justice of the Peace

the undersigned officer, personally appeared Jason Twardosky, who
Printed Name of Certifying Officer

acknowledged him/herself to be the Director of Public Works of Town of Hudson,
Office/Position Name of Municipality

and that she/he, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.


Notary Public or Justice of the Peace

MICHELLE A. BREWSTER
NOTARY PUBLIC
State of New Hampshire (affix seal)
My Commission Expires
October 30, 2029

Commission Expires: _____

The State of New Hampshire
Department of Environmental Services

By:


Robert R. Scott, Commissioner

Approved by Attorney General this 11th day of August, as to form, substance and execution.

Office of Attorney General

Keely Lovato-Latham

Keely Lovato-Latham, AAG

Certificate of Authority

(Board of Selectman Vote - Municipality))

Board of Selectman Vote

Certificate of Vote of Authorization

Grant Recipient: The municipality of Hudson 2 Constitution Dr. Hudson, NH 03051
(Municipality name & address)

I, Roy E. Sorenson, of the Town/City of Hudson, NH, do
(Name & Title) (Municipality)

hereby certify that at a Board of Selectmen vote held on 7/28/25, granted
(Date of vote)

Hudson, NH the authority to enter into a NH Clean Diesel Program Grant
(Municipality) (Title of Grant)

Agreement with the New Hampshire Department of Environmental Services, Air Resources
Division, which is a reimbursement project only, and voted that

Jason Twardosky, Director of Public Works is duly authorized to enter into said agreement on
(Name & Title)

behalf of the Town/City of Hudson, NH and is further authorized to
(Municipality)

execute any documents which may, in their judgement, be desirable or necessary to effect the
purpose of this vote.

IN WITNESS WHEREOF, I have hereunto set my hand as Town Administrator of and for
(Title)

the Town/City of Hudson, NH.
(Municipality)

Roy E. Sorenson,  05/27/2026
(Print name) (Signature) (Date of signature)

STATE OF NEW HAMPSHIRE



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 Hudson 12 School Street Hudson, NH 03051		Member Number: 206	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716	
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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) Professional Liability (describe) ☐ Claims Made ☐ Occurrence	7/1/2025	7/1/2026	Each Occurrence	\$ 2,000,000
	7/1/2026	7/1/2027	General Aggregate	\$ 10,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
☒ Automobile Liability Deductible Comp and Coll: \$1,000 Any auto	7/1/2025	7/1/2026	Combined Single Limit (Each Accident)	\$ 2,000,000
	7/1/2026	7/1/2027	Aggregate	\$ 10,000,000
☒ Workers' Compensation & Employers' Liability	7/1/2025	7/1/2026	☒ Statutory	
	7/1/2026	7/1/2027	Each Accident	\$ 2,000,000
			Disease – Each Employee	\$ 2,000,000
			Disease – Policy Limit	
☒ Property (Special Risk includes Fire and Theft)	7/1/2025	7/1/2026	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
	7/1/2026	7/1/2027		

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 NH, Department of Environmental Services 29 Hazen Drive, P.O. Box 95 Concord, NH 03302-0095	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange By: <i>Mary Beth Purcell</i> Date: 5/28/2026 mpurcell@nhprimex.org Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
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