



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

92 - 10/21/26



September 9, 2026

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

REQUESTED ACTIONS

1. Authorize the Department of Environmental Services to amend a grant (PO# 1088167) to the Emerald Lake Village District (VC# 170090-B001), Hillsborough, NH, by increasing the grant amount by \$90,000, to \$672,000 from \$582,000 and extending the completion date to June 1, 2028 from June 1, 2027 for the Meetinghouse Water Treatment Plant project under the provisions of RSA 485:F, effective upon Governor and Council approval through June 1, 2028. The original grant was approved by Governor and Council on August 17, 2022, Item #45, and amended on October 30, 2024, Item #5L, and November 12, 2025, Item #44. 30% Federal Funds, 70% Drinking Water and Groundwater Trust Fund (DWGTF).

Funding is available in the following account:

03-44-44-444010-7428-073-500580

Dept. Environmental Services, Drinking Water and Groundwater Trust, Grants Non-Federal

FY 2027

\$90,000

2. Authorize the Department of Environmental Services to award a Drinking Water and Groundwater Trust Fund loan to the Emerald Lake Village District (VC# 170090-B001), Hillsborough, NH, for the Meetinghouse Water Treatment Plant project in the amount not to exceed \$210,000 under the provisions of RSA 485:F and N.H. Code of Administrative Rules Env-Dw 1300 et seq., effective upon Governor and Council approval. 100% Drinking Water and Groundwater Trust Fund (DWGTF).

Funding is available in the following account:

03-44-44-444010-7428-301-504059

Dept. Environmental Services, Drinking Water and Groundwater Trust Fund, Loans

FY 2027

\$210,000

EXPLANATION

The Emerald Lake Village District (District) received \$5,475,000 in grants and loans for four projects: Meeting House Water Treatment Plant (WTP), Patten Hill WTP, Water Distribution, and Hummingbird Well WTP. NHDES offered the full amount as a combination of American Rescue Plan Act of 2021 (ARPA), Drinking Water and Groundwater Trust Fund (DWGTF), and Drinking Water State Revolving Loan Fund (DWSRF) funds.

The District is using these funds to make significant upgrades to the water system through four different projects:

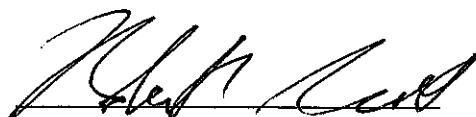
- Meetinghouse Water Treatment Plant upgrades (WTP) Project includes installing water main to connect the new Eastman well to the existing water treatment plant and provide necessary upgrades to the treatment and associated structures.
- Patten Hill WTP includes building upgrades, installation of new treatment media, and electrical, instrumentation, piping, and chemical system improvements.
- Water Distribution Project includes replacing water mains along numerous roads within the distribution system.
- Hummingbird WTP Project includes construction of a new arsenic treatment facility at the Hummingbird Well site and distribution piping modification to connect to the system.

We are requesting approval of this amendment to provide the Emerald Lake Village District (District) with an additional \$90,000 grant and \$210,000 loan, and more time to complete the Meetinghouse WTP Upgrades project. More funds are needed to complete this project because federal ARPA funds were reallocated to the Hummingbird WTP Project because the bid results for that project came in \$300,000 over budget. Work for the Meetinghouse WTP Upgrades project includes installation of new water main to connect the new Eastman well to the existing water treatment plant, and upgrades to the treatment system and associated structures.

The Drinking Water and Groundwater Advisory Commission approved the District's funding request on November 17, 2025. To date, \$786,000 of the existing \$960,000 grant/loan balances have been spent for the Meetinghouse WTP Upgrades.

If these funds become unavailable, general funds will not be requested to support this project. 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

**Emerald Lake Village District - Meetinghouse
American Rescue Plan Act (ARPA) Grant
Drinking Water and Groundwater Trust Fund (DWGTF) Grant
Amendment #3**

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 Emerald Lake Village District (ELVD) acting by and through its Commissioner, Mark Przybyla, (hereinafter referred to as the Grantee).

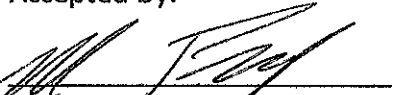
WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on August 17, 2022, Item #45, and amended on October 30, 2024, Item #5L, and November 12, 2025, Item #44, the Grantee agreed to perform certain services upon the terms and conditions specified in 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;

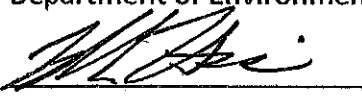
NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
 - (A) The Grant Limitation as set forth in sub-paragraph 1.8 of the Agreement shall be changed to \$672,000 from \$582,000.
 - (B) The Completion Date as set forth in sub-paragraph 1.7 of the Agreement shall be changed to June 1, 2028, from June 1, 2027.
 - (C) Delete Exhibit C Amendment #2 and replace with Exhibit C – Amendment #3. Exhibit C – Amendment #3 is 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.

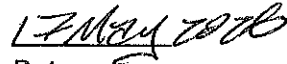
Accepted by:


Mark Przybyla, Commissioner
Emerald Lake Village District

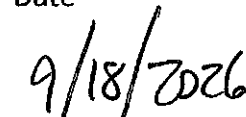

Robert R. Scott, Commissioner
Department of Environmental Services


Assistant Attorney General
Department of Justice

Approved as to form, substance and execution


Date


Date


Date

**Emerald Lake Village District - Meetinghouse
American Rescue Plan Act (ARPA) Grant
Drinking Water and Groundwater Trust Fund (DWGTF) Grant
Amendment #3**

**Exhibit C- Amendment #3
METHOD OF PAYMENT**

The NHDES shall pay to the Grantee the total reimbursable program costs up to \$672,000 for eligible drinking water improvements costs not to exceed the total Grant Limitation of \$672,000 in accordance with the following requirements:

Reimbursement requests for project costs shall be made no more than once per calendar month by the Grantee using the ARPA Disbursement form or DWGTF 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 project related costs. All work shall be performed to the satisfaction of the NHDES before payment is made.

The funding is a combination of a \$204,000 ARPA grant, a \$468,000 DWGTF grant, a \$210,000 DWGTF loan, and a \$378,000 Drinking Water State Revolving Fund (DWSRF) loan. Each disbursement request will be paid 100% of eligible expenses as ARPA grant funds not to exceed \$204,000, second from the DWSRF loan not to exceed \$378,000, and third from the DWGTF. Each DWGTF disbursement will be paid 31% DWGTF loan funds, not to exceed \$210,000, and 69% as DWGTF grant funds, not to exceed \$468,000.

Project-related changes to the Scope of Services outlined in Exhibit B require NHDES approval in advance, approval by the Drinking Water and Groundwater Advisory Commission, and a Grant Agreement amendment subject to approval by the Governor and Executive Council. All work must be completed prior to the completion date (section 1.7) in this Grant Agreement to be eligible for reimbursement.

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.

**Emerald Lake Village District
147 West Main St, Hillsborough, NH 03244**

I, Brett Taber, do hereby certify that:

1. I am a Commissioner of the Emerald Lake Village District.
2. At a meeting held on 4/25/2026 the Emerald Lake Village District 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 Emerald Lake Village District further authorized Mark Przybyla, a Commissioner, 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 Brett Taber, a Commissioner of the Emerald Lake Village District on the date signed below.

Witness Signature: _____

Brett Taber

Date: 5-17-2026

COMMISSIONER

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: Emerald Lake Village District PO Box 1753 147 West Main St. Hillsboro, NH 03244		Member Number: 535	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	1/1/2026	1/1/2027	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Each Occurrence</td> <td style="width: 40%;">\$ 2,000,000</td> </tr> <tr> <td>General Aggregate</td> <td>\$ 10,000,000</td> </tr> <tr> <td>Fire Damage (Any one fire)</td> <td></td> </tr> <tr> <td>Med Exp (Any one person)</td> <td></td> </tr> </table>	Each Occurrence	\$ 2,000,000	General Aggregate	\$ 10,000,000	Fire Damage (Any one fire)		Med Exp (Any one person)					
Each Occurrence	\$ 2,000,000														
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	1/1/2026	1/1/2027	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Combined Single Limit (Each Accident)</td> <td style="width: 40%;">\$2,000,000</td> </tr> <tr> <td>Aggregate</td> <td>\$10,000,000</td> </tr> </table>	Combined Single Limit (Each Accident)	\$2,000,000	Aggregate	\$10,000,000								
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Aggregate	\$10,000,000														
☒ Workers' Compensation & Employers' Liability	1/1/2026	1/1/2027	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">X</td> <td style="width: 55%;">Statutory</td> <td style="width: 40%;"></td> </tr> <tr> <td></td> <td>Each Accident</td> <td>\$2,000,000</td> </tr> <tr> <td></td> <td>Disease - Each Employee</td> <td>\$2,000,000</td> </tr> <tr> <td></td> <td>Disease - Policy Limit</td> <td></td> </tr> </table>	X	Statutory			Each Accident	\$2,000,000		Disease - Each Employee	\$2,000,000		Disease - Policy Limit	
X	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	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Blanket Limit, Replacement Cost (unless otherwise stated)</td> <td style="width: 40%;">Deductible: \$1,000</td> </tr> </table>	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000										
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 Dr, PO Box 95 Concord, NH 03302-0095			By: Mary Beth Purcell
			Date: 5/20/2026 mpurcell@nhprimex.org
			Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

STATE OF NEW HAMPSHIRE
DRINKING WATER AND GROUNDWATER TRUST FUND
EMERALD LAKE VILLAGE DISTRICT, NEW HAMPSHIRE
(Project No. DWGT-87)

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ORIGINAL LOAN AGREEMENT

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I. This Agreement is between the State of New Hampshire Drinking Water and Groundwater Trust Fund Loan Program (State) and the **Emerald Lake Village District, New Hampshire** (Loan Recipient) in accordance with RSA 485-F and New Hampshire Code of Administrative Rules Env-Dw 1300 (Rules) for the purpose of financing, to the extent of the aggregate amount of funds transferred (Disbursements) to the Loan Recipient made hereunder, the **Meetinghouse Water Treatment Plant Upgrades Project** (Project) now being undertaken by the Loan Recipient. The Project is described in Exhibit A. The Loan Recipient shall abide by all of the requirements of RSA 485:F and the Rules.

II. The State agrees to loan to the Loan Recipient, and the Loan Recipient agrees to repay to the State, in accordance with the terms of this Agreement, the principal sum of **Two Hundred Ten Thousand and 00/100 Dollars (\$210,000)** (Principal Sum) or such lesser amount as shall equal the aggregate of Disbursements made hereunder by the State to the Loan Recipient. In addition to the principal sum, the Loan Recipient agrees to pay the applicable interest accrued as described in Paragraphs III, V, and VI. Any Disbursement or other payment from the State to the Loan Recipient is contingent upon the availability of funds.

III. Disbursements shall be made on a periodic basis, as requested by the Loan Recipient, but not more frequently than monthly, subject to the approval of the amount of each Disbursement by the State. The State shall approve the amount requested if it determines that the costs covered by the request are eligible under the Rules, as applicable, and consistent with the purposes of RSA485-F and with the project

1 application as approved by the N.H. Drinking Water and Groundwater Advisory Commission. Such
2 approval shall be within the sole discretion of the State but shall not be unreasonably withheld. The total
3 reimbursement shall not exceed the loan amount of \$210,000. Interest on each Disbursement shall accrue
4 on the outstanding principal balance from the date of the Disbursement at the rate of 1% per annum
5 computed on the basis of 30-day months and 360-day years until the date of Substantial Completion of
6 the Project or the date of Scheduled Completion as noted in Paragraph VI, whichever is earlier. At the
7 option of the Loan Recipient, such interest may be paid (1) prior to the commencement of Loan
8 repayment, (2) at the time of the first Loan repayment, or (3) by adding the charges to the outstanding
9 principal Loan balance so long as the Loan Recipient's authority to borrow is not exceeded.

10
11 IV. The aggregate of the Disbursements shall be consolidated by a Promissory Note (Note) of the Loan
12 Recipient in a Supplemental Loan Agreement issued under and in accordance with the applicable
13 provisions of this Agreement and the Municipal Finance Act, RSA 33, as amended and supplemented,
14 including the provisions of RSA 485-F. The Note shall be substantially in the form of Exhibit B.

15
16 V. The interest rate applicable to the Note will be **1.256%**.

17
18 VI. The Loan Recipient hereby authorizes the State to compute the payments of principal and interest on
19 the Note. The principal shall be paid in full within **twenty (20)** years from the date of the Note. Note
20 payments shall commence within one year of the Substantial Completion date of the Project or the
21 Scheduled Completion date of the project, whichever is earlier. The Scheduled Completion date is hereby
22 determined to be **June 1, 2028**; however, should the project experience an excusable delay, an extension
23 may be granted by the Commissioner of the Department of Environmental Services upon request in
24 writing by the Loan Recipient.

1 VII. The Loan Recipient reserves the right to prepay, at any time and without penalty, all or any part of
2 the outstanding principal or interest of the Note.

3
4 VIII. In the event of a default in the full and timely remittance of any Note payment, any State Grant funds
5 payable to the Loan Recipient under RSA 486-A may be offset against and applied to the payment of any
6 obligations that are due hereunder. The Loan Recipient agrees to be liable for all costs of collection, legal
7 expenses, and attorney's fees incurred or paid by the State in enforcing this Agreement or in collecting
8 any delinquent payments due hereunder.

9
10 IX. No delay or omission on the part of the State in exercising any right hereunder shall operate as a
11 waiver of such right or of any other right under this Agreement. A waiver on any one occasion shall not
12 be construed as a bar to any right and/or remedy on any future occasion.

13
14 X. The Loan Recipient agrees to comply, and to require all of its contractors to comply, with all
15 applicable state requirements contained in the Rules and applicable state and federal laws.

16
17 XI. The Loan Recipient is required to develop an asset maintenance and renewal plan for the assets(s)
18 being funded under the loan or incorporate the funded asset(s) into an existing asset management plan.
19 At a minimum the plan must include a commitment to asset management, financing and
20 implementation strategy and an inventory of the funded asset(s).

21
22 XII. The Loan Recipient agrees to permit an authorized representative of the State of New Hampshire to
23 have access to and the right to:

1 (i) Examine any of the Loan Recipient's, the contractor's or any subcontractor's records that
2 pertain to and involve transactions relating to this Agreement, the Construction Contract, the
3 Engineering Contract or a subcontract thereunder; and
4

5 (ii) Interview any officer or employee regarding such transactions.
6

7 The Loan Recipient shall insert subparagraphs (i). and (ii). into the Construction Contract and require the
8 Contractor to insert subparagraphs (i). and (ii). into all subcontracts thereunder.
9

10 XIV. The effective date of this Agreement shall be the date of its approval by the Governor and Executive
11 Council. This Agreement may be amended, waived, or discharged only by a written instrument signed by
12 the parties hereto and only after approval of such amendment, waiver, or discharge by the Governor and
13 Executive Council.
14

15 XV. This Agreement shall be construed in accordance with the laws of the State of New Hampshire and is
16 binding upon and inures to the benefit of the parties and their respective successors. The parties hereto
17 do not intend to benefit any third parties and, consequently, the Agreement shall not be construed to
18 confer any such benefit.
19

20 XVI. This Agreement, which may be executed in a number of counterparts, each of which shall be
21 deemed an original, constitutes the entire agreement and understanding between the parties and
22 supersedes all prior agreements and understandings relating thereto. Nothing herein shall be construed
23 as a waiver of sovereign immunity; such immunity being hereby specifically reserved.
24
25

1 **STATE OF NEW HAMPSHIRE by:**

EMERALD LAKE VILLAGE DISTRICT, NEW HAMPSHIRE

2 **by:**

3  9/17/26
4 Robert R. Scott Date
5 Commissioner
6 Department of Environmental Services

 17 May 2020
Mark Przybyla Date
Commissioner
Emerald Lake Village District

9
10 This Agreement was approved by Governor and Executive Council on _____
11 _____ as Item No. _____
12
13

EXHIBIT A

**STATE OF NEW HAMPSHIRE
DRINKING WATER AND GROUNDWATER TRUST FUND**

PROJECT DESCRIPTION

The **Emerald Lake Village District** has applied for a loan to install water main to connect the new Eastman Well to the existing Meetinghouse Water Treatment Plant and provide necessary upgrades to treatment and structures. Water Treatment Plant upgrades include, but are not limited to, sitework, building exterior and interior architectural and structural upgrades, installation of new treatment media, electrical, instrumentation, piping, and chemical system improvements.

1 EXHIBIT B

2 STATE OF NEW HAMPSHIRE
3 DRINKING WATER AND GROUNDWATER TRUST FUND

4 PROMISSORY NOTE AND REPAYMENT SCHEDULE

5
6 The **Emerald Lake Village District, New Hampshire** (Loan Recipient) promises to pay to the
7 Treasurer of the State of New Hampshire the principal sum of _____
8 Dollars (_____) in installments on **(Month, Day)** in each year as set forth below, with interest on the
9 entire unpaid balance payable on the first principal payment date and annually, thereafter, at the rate of
10 ____% per annum, computed on the basis of 30-day months and 360-day years, in the respective years
11 set forth below.

12
13 REPAYMENT SCHEDULE

14 Payment Date Principal Payment Interest Payment Total Payment

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This Promissory Note (Note) is issued under and by virtue of the New Hampshire Municipal Finance Act, an agreement duly entered into by the Loan Recipient and the Drinking Water and Groundwater Trust Fund, and is issued for the purpose of financing the cost of the Project as described in Exhibit A of the Supplemental Loan Agreement (Agreement).

The Loan Recipient reserves the right to prepay, at any time and without penalty, all or any part of the outstanding principal or interest on this Note.

1 The terms and provisions of the Agreement are hereby incorporated in and made a part of this
2 Note to the same extent as if said terms and provisions were set forth in full herein.
3

4 It is hereby certified and recited that all acts, conditions, and things required to be done
5 precedent to and in the issuing of this Note have been done, have happened, and have been performed
6 in regular and due form and, for the payment hereof when due, the full faith and credit of the Loan
7 Recipient are hereby irrevocably pledged.

8 IN WITNESS whereof the Loan Recipient has caused this Note to be signed by its Commissioner,
9 on the date below.
10

11 **EMERALD LAKE VILLAGE DISTRICT, NEW HAMPSHIRE by:**
12
13
14

15 _____
16 Mark Przybyla
17 Commissioner
18 Emerald Lake Village District
19
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26
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Date