The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

October 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 Volkswagen Environmental Mitigation Trust grant to the City of Concord (VC# 177376-B001), by extending the completion date to December 31, 2027 from December 31, 2026, effective upon Governor & Council approval through December 31, 2027. No additional funding is involved in this time extension. The original grant was approved by Governor & Council on January 28, 2026, Item #73. 100% Volkswagen Environmental Mitigation Trust funds.

EXPLANATION

We are requesting approval of this no-cost grant amendment in order to provide the City of Concord additional time to complete the agreed upon project to replace one (1) engine model year (EMY) 2008 and one (1) EMY 2009 diesel-powered dump trucks. Extension of the completion date to December 31, 2027 will allow the City of Concord the time necessary to procure the new dump trucks, whose availability has been negatively impacted due to manufacturer building and supply chain delays.

To date, no funds of the $421,574 Volkswagen Environmental Mitigation Trust 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. 1

Grant Number: NH-VW-2025-02-010
Project Title: NH Volkswagen Environmental Mitigation Trust – Granite State Clean Fleets
Grant Program Agreement with City of Concord
Subgrant Program for New Hampshire Government Entities to Reduce Diesel Emissions

This Agreement (hereinafter called the Amendment) dated this 10th day of September, 2026, is by and between the New Hampshire Department of Environmental Services (NHDES) and City of Concord (hereinafter referred to as the Grantee), 311 N. State Street, Concord, NH 03301.

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on January 28, 2026 the Grantee agreed to undertake the replacement of two (2) dump 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 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 December 31, 2026 to December 31, 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.

Grantee Initials TAA
Date 9.10.26

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

City of Concord

By _____

(Signature of Certifying Officer)
Thomas J. Aspell, Jr.
City Manager

Notarization

State of New Hampshire

County of Merrimack

On 9/10/2026 (Date), before me, Suzanne M. Stevens (Name of Notary or Justice of the Peace) the undersigned officer, personally appeared Thomas J. Aspell, Jr. (Printed Name of Certifying Officer), who acknowledged him/herself to be the City Manager (Office/Position), of Concord (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.

Suzanne M. Stevens
Notary Public ~~or Justice of the Peace~~

(affix seal)

Commission Expires: SUZANNE M. STEVENS
NOTARY PUBLIC - State of New Hampshire
My Commission Expires
January 12, 2027

The State of New Hampshire
Department of Environmental Services

By: _____
Robert R. Scott, Commissioner

Approved by Attorney General this 8th day of October 2026, as to form, substance and execution.

Office of Attorney General

_____

Certificate of Vote of Authorization

City of Concord NH 03301

City of Concord NH Water Department

I, Marco Philippon, Acting Director of General Services for the City of Concord do hereby certify that at a meeting duly called and held on October 14th, 2025 at which a quorum of the City Councilors were present and voting.

RESOLVED: That Thomas J. Aspell, Jr., City Manager is duly authorized to enter into contracts or agreements on behalf of the City of Concord with the State of New Hampshire, Department of Environmental Services, and is further authorized to execute any documents on behalf of the City of Concord NH which may be in his judgement desirable or necessary to affect the purpose of this resolution.

IN WITNESS WHEREOF, I have hereunto set my hand as Acting Director of General Services for the City of Concord, the 10th day of September 2026.

Marco Philippon
Acting Director General Services

NOTARIZATION

STATE OF NEW HAMPSHIRE,

County of Merrimack, on the 10th day of September 2026.

Before me the undersigned Officer, personally appeared. Marco Philippon, who acknowledged himself to be the Acting Director of General Services for the City of Concord, NH.

In witness thereof, I have set my hand and official seal.

Brenda M. Daniels

Notary Public My commission expires: 3-22-2028

BRENDA M. DANIELS
STATE OF
-MY-
COMMISSION
EXPIRES
MARCH 22, 2028
NEW HAMPSHIRE
NOTARY PUBLIC

Primex³
NH Public Risk Management Exchange

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 Concord 41 Green Street Concord, NH 03301	145	NH Public Risk Management Exchange - Primex³ 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:	
X **General Liability (Occurrence Form)**	7/1/2026	7/1/2027	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)	
X **Automobile Liability**	7/1/2026	7/1/2027	Combined Single Limit (Each Accident)	$2,000,000
Deductible Comp and Coll: $1,000			Aggregate	$10,000,000
☐ Any auto				
X **Workers' Compensation & Employers' Liability**	7/1/2026	7/1/2027	X Statutory	
			Each Accident	$2,000,000
			Disease – Each Employee	$2,000,000
			Disease – Policy Limit	
X **Property (Special Risk includes Fire and Theft)**	7/1/2026	7/1/2027	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**
	By: *Mary Beth Purcell*
State of NH Department of Environmental Services 29 Hazen Drive PO Box 95 Concord, NH 03302-0095	**Date:** 9/16/2026 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**