



The State of New Hampshire
Department of Environmental Services

DEC 07 '22 AM 10:35 RCVD
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Sam



Robert R. Scott, Commissioner

November 2, 2022

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Retroactive

Authorize the Department of Environmental Services to amend a Drinking Water and Groundwater Trust Fund (DWGTF) grant (PO# 1082337) to Rock Rimmon Cooperative, Inc. (VC# 341041-B001), Danville, NH, by extending the completion date to December 1, 2025, from December 1, 2022, for water system improvements under the provisions of RSA 485:F. The original grant was approved by Governor and Council on April 21, 2021, Item #67. This is a no cost time extension. 100% Drinking Water & Groundwater Trust funds.

EXPLANATION

We are requesting approval of this amendment to provide Rock Rimmon Cooperative, Inc. (Cooperative) additional time to develop and implement a comprehensive infrastructure improvement plan that includes both drinking water and wastewater projects.

Rock Rimmon was awarded funding by the DWGTF Advisory Commission on November 9, 2020, for drinking water system improvements. In 2022, the Cooperative was awarded an additional \$1 million dollars in ARPA funding for disadvantage systems to widen the scope of the project to include wastewater elements. It was decided to temporarily stop continuation of the drinking water project to accommodate design and planning for the ARPA-funded wastewater components, because it is more cost effective to complete the two projects at the same time. The drinking water portion of this project has been delayed providing time for the final wastewater design, and aligning contractors and supplies for the increased scope of the project. The new scheduled completion date is expected for December 2025.

To date, \$74,580.09 of the original \$250,000 grant has been spent. In the event that other funds become no longer available, general funds will not be requested to support this program.

We respectfully request your approval of this item.

Robert R. Scott
Commissioner

**Grant Agreement with Rock Rimmon Cooperative, Inc.
Drinking Water and Groundwater Trust Fund Grant
Amendment No. 1**

This Agreement (hereinafter called the Amendment) dated this 25th day of SEPTEMBER, 2022, 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 Rock Rimmon Cooperative, Inc. acting by and through the President, Michele Bardsley (hereinafter referred to as the Grantee).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on April 21, 2021, 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.

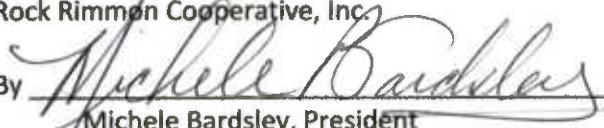
NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
 - (A) The Completion Date as set forth in sub-paragraph 1.6 of the Agreement shall be changed from December 1, 2022, to December 1, 2025.
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.

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

Rock Rimmon Cooperative, Inc.

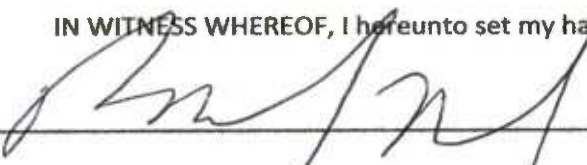
By


Michele Bardsley, President

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

On this the 25th day of SEPT, before the undersigned officer, personally appeared MICHELE BARDSEY who acknowledged himself 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:
12/2/25

Richard E. Weisberg
Notary Public, State of New Hampshire
My Commission Expires December 2, 2025

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By:  11/14/22
Robert R. Scott, Commissioner Date

Approved by Attorney General this 2nd day of December 2022, as to form, substance, and execution.

OFFICE OF ATTORNEY GENERAL





CERTIFICATE OF VOTE OF AUTHORIZATION
INFRASTRUCTURE PROJECTS
GRANTS ONLY



American Rescue Plan Act (ARPA)

A Certificate of Vote of Authorization is a certificate that states that a grant applicant is willing to enter into a grant agreement with the State of NH Department of Environmental Services and that whoever signs the Grant Agreement (provided under separate cover) has the authority to do so. The Certificate must be signed and notarized on the same date as, or within 30 days of, the Grant Agreement signature. This is a three-person form: Person Completing this Form, Authorized Representative, and a Public Notary.

- Completed and signed by someone other than the person being given authority.
Must be notarized.
Original is required for submittal.

Certificate of Vote of Authorization

ROCK RIMMON COOPERATIVE
112 Long Pond Road, PO Box 183, East Hampstead, NH 03826

I, Barbara Jordan Insert of the ROCK RIMMON COOPERATIVE, INC., do hereby certify that at a meeting held on February 14, 2022, the BOARD OF DIRECTORS OF ROCK RIMMON COOPERATIVE, INC., voted to enter into a American Rescue Plan Act Fund (ARPA) grant agreement with the New Hampshire Department Environmental Services to fund a drinking water/wastewater improvement project.

The ROCK RIMMON COOPERATIVE, INC., further authorized Michele Bardsley, President, to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Barbara Jordan, Treasurer of ROCK RIMMON BOARD OF DIRECTORS, the 19 day of September 2022.

Barbara Jordan Signature: Barbara Jordan
STATE OF NEW HAMPSHIRE, County of Rockingham

On this 19th day of September 2022, BARBARA JORDAN, before me (Notary Public) the undersigned Officer, personally appeared. Barbara Jordan, who acknowledged herself to be the Treasurer, of ROCK RIMMON BOARD OF DIRECTORS of ROCK RIMMON COOPERATIVE, INC., being authorized so to do, execute the foregoing instrument for the purpose therein contained.

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

Notary Public Susan T. Griffiths My commission expires: 5/6/25

SUSAN T. GRIFFITHS
Notary Public - New Hampshire
My Commission Expires May 6, 2025

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ROCK RIMMON COOPERATIVE, INC. is a New Hampshire Consumer Cooperative registered to transact business in New Hampshire on January 28, 2013. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 686069

Certificate Number: 0005721736



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of March A.D. 2022.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

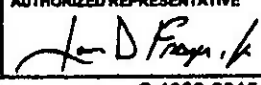
PRODUCER Haylor, Freyer & Coon, Inc PO Box 4743 Syracuse NY 13221	CONTACT NAME: Amanda Warwick PHONE (A/C No. Exp): 315-451-1500 FAX (A/C No.): E-MAIL ADDRESS: Awarwick@haylor.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Hanover Insurance Company</td> <td></td> <td>22292</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Hanover Insurance Company		22292	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURED Rock Rimmon Cooperative Inc. PO Box 183 East Hampstead NH 03826	ROCKRIMMON																				

COVERAGES **CERTIFICATE NUMBER: 1103891538** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZHSA73776806	1/28/2022	1/28/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER NH Department of Environmental Services Drinking Water & Groundwater Bureau 29 Hazen Drive, PO Box 95 Concord NH 03302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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State of New Hampshire

Department of State

2022 ANNUAL REPORT

Filed
Date Filed: 3/24/2022
Effective Date: 3/24/2022
Business ID: 686069
William M. Gardner
Secretary of State

BUSINESS NAME: ROCK RIMMON COOPERATIVE, INC.
BUSINESS TYPE: Domestic Consumer Cooperative
BUSINESS ID: 686069
STATE OF INCORPORATION: New Hampshire

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
112 Long Pond Rd Danville, NH, 03819, USA	PO Box 183 East Hampstead, NH, 03826, USA

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
OTHER / manufactured housing park	

OFFICER / DIRECTOR INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
Michele Bardsley	PO Box 855, Danville, NH, 03819, USA	President
Leo Bourbeau	PO Box 434, Danville, NH, 03819, USA	Vice President
Christine Sortwell	PO Box 94, Danville, NH, 03819, USA	Secretary
Barbara Jordan	PO Box 573, Danville, NH, 03819, USA	Treasurer
William Galinsky	PO Box 231, Danville, NH, 03819, USA	Director

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Title: **Treasurer**

Business Name: **Hodges Development Corp**

Signature: **Wendy Thibeault**

Name of Signer: **Wendy Thibeault**

Title of Signer: **Authorized Signer**



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

March 30, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

APPROVED G & C

DATE 21 April 2021
ITEM # 67

REQUESTED ACTIONS

1. Authorize the Department of Environmental Services to award a grant to the Rock Rimmon Cooperative, Inc. (VC#341041-B001), Danville, NH, in the amount not to exceed \$250,000 for water system improvements under the provisions of RSA 485-F, effective upon Governor & Council approval through December 1, 2022. 100% Drinking Water and Groundwater Trust Fund.

Funding is available in the following account:

03-44-44-442010-3904-073-500580

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

FY 2021
\$250,000

2. Authorize the Department of Environmental Services to approve a loan agreement with the Rock Rimmon Cooperative, Inc. (VC# 341041-B001), Danville, NH, in the amount not to exceed \$452,500 to finance water system improvements subject to conditions as outlined in documents substantially in the form presented, under the provisions of RSA 486:14 and N.H. Code of Administrative Rules Env-Dw 1100 et seq. effective upon Governor & Council approval. 100% Drinking Water State Revolving Loan Fund (DWSRF) Repayment Funds.

Funding is available in the following account:

03-44-44-441018-4791-301-500833

Dept Environmental Services, DWSRF Loan Repayments, Loans

FY 2021
\$452,500

EXPLANATION

The Rock Rimmon Cooperative, Inc. requested a total of \$702,500 in funding from NHDES for needed water system improvements. NHDES, through the Drinking Water and Groundwater Trust Fund (DWGTF) and the Drinking Water State Revolving Loan Fund (DWSRF) has arranged with the Cooperative to provide the full \$702,500 in a combination of grant and loan funds.

The water system provides water to 121 manufactured homes for approximately 200 people. The piping is sub-standard and not buried below frost lines with minimal valves for isolation. There are continuous breaks with water system disruptions resulting in the need for added disinfection. These improvements include water main replacement, and pump house improvements including installation of a SCADA system and backup generator. These project will improve reliability, efficiency and water quality.

DES Website: www.des.nh.gov

P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095

Telephone: (603) 271-3449 • Fax: (603) 271-5171 • TDD Access: Relay NH 1-800-735-2964

The Cooperative requested grant funding through the DWGTF in 2020. The Cooperative's request for \$250,000 was approved by the Advisory Commission on November 9, 2020. The final grant amount will be based on the total funds disbursed not to exceed \$250,000, and may be less than the approved amount. In the event that grant funds no longer become available, General funds will not be requested to support this program. This grant agreement has been approved by the Attorney General's Office as to form, substance and execution.

The final DWSRF loan amount will be based on the total DWSRF funds disbursed, and may be less than \$452,500. The loan interest rate may be adjusted downward if the DWSRF loan rate in effect upon project completion is less than the current rate of 1.296% for thirty years. The Cooperative is eligible for principal forgiveness under the 2020 DWSRF Intended Use Plan. The amount of principal forgiveness will be determined when the aggregate principal amount is established and the project is complete. There is currently a balance of \$33,609,862.40 in the DWSRF available for new loans. Attached is a tabulation of the DWSRF showing the effect of this loan on the funds available for loans.

We respectfully request your approval of this item:



Robert R. Scott, Commissioner



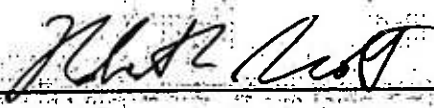

Subject: Rock Rimmon Cooperative, Inc.

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

1. Identification.

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03301	
1.3 Grantee Name Rock Rimmon Cooperative, Inc.		1.4 Grantee Address P.O. Box 183, East Hampstead, NH 03826	
1.5 Effective Date Upon G&C Approval	1.6 Completion Date December 1, 2022	1.7 Audit Date N/A	1.8 Grant Limitation \$250,000
1.9 Grant Officer for State Agency Erin Holmes, Drinking Water & Groundwater Trust Fund, NH Department of Environmental Services		1.10 State Agency Telephone Number 603-271-8321	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor MICHELE BARDSLEY, RRC, PRESIDENT	
1.13 Acknowledgment: State of, County of NH, Rockingham On, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <small>Notary Public - New Hampshire Commission Expires May 6, 2025</small> [SEAL] 			
1.13.2 Name & Title of Notary Public or Justice of the Peace SUSAN T. GRIFFITHS, NOTARY PUBLIC			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Robert R. Scott, Commissioner NH Department of Environmental Services	
1.16 Approval by Attorney General (Form, Substance and Execution) By: On:  4/5/2021			

2. **SCOPE OF WORK.** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-O, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as the "Effective Date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as the "Completion Date").

5. **GRANT AMOUNT; LIMITATION ON AMOUNT; PAYMENT.**

5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete, compensation to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.**

In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities, which shall impose any obligations, or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. **PERSONNEL.**

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform such Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3 The Grantee officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grantee Officer, and his/her decision on any dispute, shall be final.

9. **DATA; RETENTION OF DATA; ACCESS.**

9.1 As used in this Agreement, the word data shall mean all information and things developed or obtained during the performance of, or acquired or developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulas, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4 On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. **EVENT OF DEFAULT; REMEDIES.**

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Event of Default"):

- 11.1.1 failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 failure to submit any report required hereunder; or
- 11.1.3 failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

11.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 11.2.1 give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the grant amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

- 11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

12. **TERMINATION.**

12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no

Grantee Initials *[Signature]*

3-15-21

event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4 Notwithstanding anything in this Agreement to the contrary, either the State or except where notice of default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. **CONFLICT OF INTEREST.** No officer, member or employee of the Grantee and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workers' compensation or emoluments provided by the State to its employees.

15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

17. **INSURANCE AND BOND.**

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injury, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New

Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Grantee Initials *HB*
3-15-21

EXHIBIT A
SCOPE OF SERVICES

Rock Rimmon Cooperative, Inc. (PWS 0583050):

The Rock Rimmon Cooperative, Inc. community water system will use grant funding to supplement funding from the Drinking Water State Revolving Fund (DWSRF) to design and construct upgrades to the existing aging water distribution system, which has a history of leaks. This includes replacing the mains, service connections, inadequate valves, blow offs, and curb stops. An evaluation will be made during design whether to interconnect to a small community water system nearby. If this is found not to be feasible, the system's pump house will be upgraded to include a SCADA system, chlorine residual meter and a backup power supply generator. If the connection is feasible, these funds will be directed toward facilitating the interconnection rather than the pump house upgrade.

The Cooperative is required to prepare and file or update a small water system business plan with NHDES and provide documentation that the funded assets have been incorporated into the Cooperative's asset management plan.

EXHIBIT B
BUDGET & PAYMENT METHOD

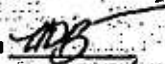
The NHDES shall pay to the Grantee the total reimbursable program costs in accordance with the following requirements:

Reimbursement requests for program costs shall be made no more than once per calendar month by the Grantee using the Drinking Water and Groundwater Trust 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 Program related costs. All work shall be performed to the satisfaction of the NHDES before payment is made.

This grant is combined with a \$452,500 DWSRF loan. Each disbursement request will be paid 35% of eligible expenses as DWGTF grant funds not to exceed \$250,000.

EXHIBIT C
SPECIAL PROVISIONS

Changes to the Scope of Services require NHDES approval in advance. Work must be completed and request for reimbursement must be made by the completion date listed on the grant agreement. (section 1.6).

Grantee Initials 
Date 3-13-21

A Certificate of Vote of Authorization is a certificate that states that a grant applicant is willing to enter into a grant agreement with the State of NH Department of Environmental Services, that whoever signs the Grant Agreement has the authority to do so. All certificates must include:

- Certificate should be completed and signed by someone other than the person being given authority (a signature other than the person that will sign the Grant Agreement)
- Must state that the person who signed the Grant Agreement has the authority to do so
- Must be notarized
- Original is needed for submittal. No copies.

Certificate of Vote of Authorization

ROCK RIMMON COOPERATIVE, INC., DANVILLE, NH
PO BOX 193, E. HAMPSTEAD, NH 03826

I, Gloria Bergeron/Secretary, (NAME/TITLE) of the Rock Rimmon Cooperative, Inc., Danville, NH, (WATER SYSTEM/TOWN) do hereby certify that at a meeting held on, September 27, 2020, (DATE) the Membership (governing body) voted to enter into a Drinking Water and Groundwater Trust Fund grant agreement with the NH Department Environmental Services to fund a water system improvement project.

The Rock Rimmon Cooperative, Inc., Danville, NH (WATER SYSTEM/TOWN) further authorized the Michele Bardsley/President (NAME/TITLE) to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary (TITLE) of Rock Rimmon Cooperative, Inc., Danville, NH, (WATER SYSTEM NAME/TOWN) the 17 day of March 2021.

Signature Gloria Bergeron

STATE OF NEW HAMPSHIRE

County of ROCKINGHAM

On this 17th day of MARCH, 2021, before me SUSAN GRIFFITHS (Notary Public) the undersigned Officer, personally appeared GLORIA BERGERON, who acknowledged himself to be the SECRETARY (TITLE) of DANVILLE, NH (WATER SYSTEM NAME/TOWN), being authorized so to do, execute the foregoing instrument for the purpose therein contained.

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

Notary Public Susan T. Griffiths My commission expires: 5/6/25

SUSAN T. GRIFFITHS
Notary Public - New Hampshire
My Commission Expires May 6, 2025

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ROCK RIMMON COOPERATIVE, INC. is a New Hampshire Consumer Cooperative registered to transact business in New Hampshire on January 28, 2013. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 686069

Certificate Number: 0005278395



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of March A.D. 2021.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Haylor, Freyer & Coon, Inc. PO Box 4743 Syracuse NY 13221	CONTACT NAME: Debble Goodfellow PHONE (A/C, No, Ext): 315-451-1500 FAX (A/C, No): E-MAIL ADDRESS: dgoodfellow@haylor.com
	INSURER(S) AFFORDING COVERAGE
INSURED Rock Rimmon Cooperative Inc. PO Box 183 East Hampstead NH 03826	INSURER A: Hanover Insurance Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 2108034361 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (M&D) (W/D)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ZHSA73778605	1/28/2021	1/28/2022	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMPROP AGG	\$ 2,000,000
							\$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			PER STATUTE	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 181, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER NH Department of Environmental Services Drinking Water & Groundwater Bureau 29 Hazen Drive, PO Box 95 Concord NH 03302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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