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The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

57

February 25, 2020

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

REQUESTED ACTION

Authorize the Department of Environmental Services to amend a Drinking Water and Groundwater Trust Fund grant (PO # 1066439) to the Acorn Terrace Cooperative, Inc. (VC# 271377-B001), Rochester, NH, by extending the completion date from July 1, 2020 to June 1, 2021 and increasing the grant amount by \$205,000 from \$527,000 to \$732,000 for water system improvements under the provisions of RSA 485:F, effective upon Governor & Council approval through June 1, 2021. The original grant was approved by G&C on March 13, 2019, Item #76. 100% Drinking Water and Groundwater Trust Fund.

Funding is available in the following account:

	<u>FY 2020</u>
03-44-44-442010-3904-073-500580	\$205,000
Dept. Environmental Services, Drinking Water and Groundwater Trust, Grants Non-Federal	

EXPLANATION

We are requesting approval of this amendment in order to provide the Acorn Terrace Cooperative, Inc. additional time and funds to complete the agreed upon scope of services. The Cooperative has been using grant funds to complete Phase III of a water line replacement project, however, there was substantial cost overruns due to unanticipated ledge blasting and excavation. Because of the project cost increases, additional funds were requested from the Drinking Water and Groundwater Trust Fund. On December 9, 2019, the Advisory Commission authorized the increase in grant funding. The completion date is also being extended to allow the Cooperative the time to complete the construction work. To date, \$250,013 of the original grant 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

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

This Agreement (hereinafter called the Amendment) dated this 28th day of February, 2020, 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 Acorn Terrace Cooperative, Inc. acting by and through its Treasurer, Fran Gray (hereinafter referred to as the Grantee).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on March 13, 2019, 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 from \$527,000 to \$732,000.
 - (B) The Completion Date as set forth in sub-paragraph 1.6 of the Agreement shall be changed from July 1, 2020 to June 1, 2021.
 - (C) The grant award as set forth in the third paragraph of Exhibit B shall be changed from \$527,000 to \$732,000.
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.

Acorn Terrace Cooperative, Inc.

By Fran Gray, Treasurer
Fran Gray, Treasurer

By Walter Devine
Walter Devine, Operations Manager

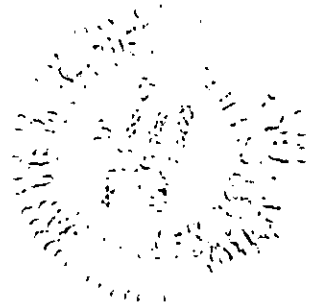
STATE OF NEW HAMPSHIRE
COUNTY OF Stratford

On this the 11 day of February before the undersigned officer, personally appeared Fran Gray and Walter Devine 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.

Janine Allfrey
My Commission Expires: 11/8/2022

JANINE M. ALLFREY
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
November 8, 2022



THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By: Robert R. Scott 2/28/20
Robert R. Scott, Commissioner Date

Approved by Attorney General this 5th day of March 2020, as to form, substance and execution.

OFFICE OF ATTORNEY GENERAL
[Signature]

EXHIBIT A
SCOPE OF SERVICES

Acorn Terrace Cooperative, Inc.:

The Acorn Terrace Cooperative (Cooperative) will use the grant funds to complete Phase III of their Water System Improvement project. Under Phase I and II, the Cooperative replaced approximately one-half of the distribution mains and service connections along with the installation of a new pump house and storage tank. This project will replace the remaining water mains and service connections along Tonka Street and Buffy Street within the Cooperative, as well as locate, permit, and install a new water supply well to meet source water requirements. Grant funds will cover engineering, bidding and construction costs for the project.

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 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.

The total reimbursement shall not exceed the grant award of \$732,000. Requests for grant funds will be no more than monthly. Drinking Water State Revolving Fund (DWSRF) loan funds must be expended prior to receiving grant funds.

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 WD
Date 2-11-2020

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

WATER SYSTEM NAME/TOWN

Address, Town, NH Zip

I, Acorn Terrace, (NAME/TITLE) of the Rochester NH (WATER SYSTEM/TOWN) do hereby certify that at a meeting held on 1-29-20 (DATE) the Acorn Terrace Board (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 ACORN TERRACE ROCHESTER NH (WATER SYSTEM/TOWN) further authorized the WATER PURVEY OPERATIONS (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 PRESIDENT (TITLE) of ACORN TERRACE (WATER SYSTEM NAME/TOWN) the 2 day of FEB. 2020.

Signature Richard Williams

STATE OF NEW HAMPSHIRE

County of Wraftford

On this 5th day of February 2020 before me Janine Allfrey (Notary Public) the undersigned Officer, personally appeared Richard Williams, who acknowledged himself to be the President (TITLE) of Acorn Terrace (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 Janine Allfrey My commission expires: 11/8/2020

JANINE M. ALLFREY
 NOTARY PUBLIC
 State of New Hampshire
 My Commission Expires
 November 8, 2022

State of New Hampshire

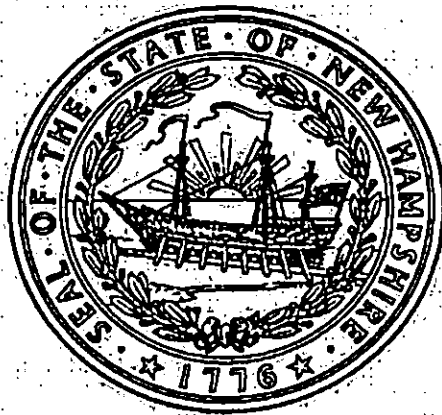
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ACORN TERRACE COOPERATIVE, INC. is a New Hampshire Consumer Cooperative registered to transact business in New Hampshire on April 30, 2010. 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: 630132

Certificate Number: 0004807756



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed

the Seal of the State of New Hampshire,

this 18th day of February A.D. 2020.

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)
02/06/2020

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 IMMANUEL Insurance Agy-SAN PO Box 300 3 Brittany Lane Barrington, NH 03825-0300 IMMANUEL Ins Agy Inc &	603-335-4300	CONTACT NAME: IMMANUEL Ins Agy Inc & PHONE (A/C, No, Ext): 603-335-4300 FAX (A/C, No): 603-822-7101 E-MAIL ADDRESS: david@immanuelins.com																					
	INSURED Acorn Terrace Coop Inc PO Box 653 Rochester, NH 03866	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Preferred Mutual</td> <td>15024</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:	Preferred Mutual	15024	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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COVERAGES **CERTIFICATE NUMBER:** **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 CERTIFICATION 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 INSD	SUBR WOOD	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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	CPP0190602003	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 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 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 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE 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)
NHDES is named as Additional insured with respects to liability as their interest may appear. They are also listed as mortgagee.
 This policy includes casualty insurance.

CERTIFICATE HOLDER NHDES 29 Hazen Drive 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 IMMANUEL Ins Agy Inc &
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The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

February 14, 2019

APPROVED G & C

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

DATE 3/13/19
ITEM # 16

REQUESTED ACTION

Authorize the Department of Environmental Services to award a grant to the Acorn Terrace Cooperative, Inc. (VC# 271377 R001); Rochester, NH in the amount not to exceed \$527,000 for water system improvements under the provisions of RSA 485-F, effective upon Governor & Council approval through July 1, 2020. 100% Drinking Water and Groundwater Trust Fund.

Funding is available in the account as follows:

03-44-44-442010-3904-073-504059 FY 2019
Dept Environmental Services, Drinking Water and Groundwater Trust, Grants Non-Federal \$527,000

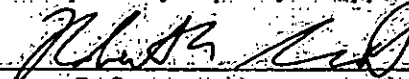
EXPLANATION

The Drinking Water and Ground Water Trust Fund was created in 2016, using \$276 million of MtBE trial judgement funds, as authorized by RSA 485-F. The purpose of the Trust Fund is to provide sustainable, long-term funding for the protection, preservation, and enhancement of the drinking water and groundwater resources of the state. The Drinking Water and Groundwater Advisory Commission was established to administer the Trust Fund and to provide guidance to the State on the use of the Trust Fund.

On August 30, 2018, the Advisory Commission voted to authorize grants and loans for nineteen drinking water improvement projects. The Acorn Terrace Cooperative's Phase III Water Line Replacement Project request for \$527,000 was selected for grant funding from the Drinking Water and Groundwater Trust Fund. The Cooperative will use the grant funds to complete Phase III of their Water System Improvement project. Under Phase I and II, the Cooperative replaced approximately one-half of the distribution mains and service connections along with the installation of a new pump house and storage tank. This project will replace the remaining water mains and service connections along remaining streets within the Cooperative, as well as locate, permit, and install a new water supply well to meet source water requirements. This is part of a combined project with loan funding from the Drinking Water State Revolving Loan Fund.

This agreement has been approved by the Attorney General's Office as to form, substance and execution.

We respectfully request your approval.


Robert R. Scott
Commissioner


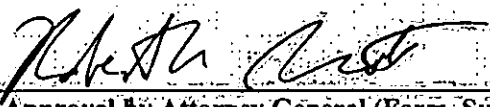

Subject: Acorn Terrace Cooperative, Inc.

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 Acorn Terrace Cooperative, Inc.		1.4 Grantee Address PO Box 653, Rochester, NH 03866.	
1.5 Effective Date Upon G&C Approval	1.6 Completion Date July 1, 2020	1.7 Audit Date N/A	1.8 Grant Limitation \$527,000
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 Walter P. DeWine Fran Gray		1.12 Name & Title of Grantee Signor WALTER DEWINE - OPERATIONS MANAGER FRAN GRAY - TREASURER	
1.13 Acknowledgment: State of <u>NH</u> , County of <u>Strafford</u>			
On <u>2/19/19</u> , 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 [SEAL] 		JANINE M. ALLFREY NOTARY PUBLIC State of New Hampshire My Commission Expires November 8, 2022	
1.13.2 Name & Title of Notary Public or Justice of the Peace <u>Janine Allfrey Notary Public</u>			
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: <u>2/25/19</u>			
1.17 Approval by the Governor and Executive Council By: _____ On: _____			

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, formulae, 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 "Events 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: WJ

Date: 2-8-19

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 injuries, 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 18.1 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 assignees. 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 W.D.
Date 2-6-19

EXHIBIT A
SCOPE OF SERVICES

Acorn Terrace Cooperative, Inc.:

The Acorn Terrace Cooperative (Cooperative) will use the grant funds to complete Phase III of their Water System Improvement project. Under Phase I and II, the Cooperative replaced approximately one-half of the distribution mains and service connections along with the installation of a new pump house and storage tank. This project will replace the remaining water mains and service connections along Tonka Street, Cross Road, Joshua Street, Atwood Street, and Buffy Street within the Cooperative, as well as locate, permit, and install a new water supply well to meet source water requirements. Grant funds will cover engineering, bidding and construction costs for the project.

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 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.

The total reimbursement shall not exceed the grant award of \$527,000. Requests for grant funds will be no more than monthly. Drinking Water State Revolving Fund (DWSRF) loan funds must be expended prior to receiving grant funds.

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 WJ
Date 2-8-19

Acorn Terrace Minutes

October 24, 2018

Fran, Walter, Maureen, Dick, Cindy

- Meeting called to order at 6:00 pm
- Secretary's Report
 - Motion to accept Cindy, second Walter, accepted 5/0
- Treasurer's Report
 - Review of Cash Flow Statement
 - Motion by Fran to write off balance owed co-op by previous owner at 1 Atwood for \$350.00. Cindy Second, accepted 5/0
 - Motion by Fran to resign contract with Hodges, Dick second, accepted 5/0
 - Motion to accept Treasurers report Maureen, second Walter accepted 5/0
- Operations Report
 - Review of Operations Report
 - Motion by Walter to vote for second promissory note for water project, Maurcen second, accepted 5/0
 - Motion by Bear to spend no more than \$18,000 (balance of original loan) on design plan bid for Phase 3 of water project, second Dick, accepted 5/0
 - Motion by Walter to send all residents reminder letter roads need to be kept clear of cars and trash containers for snow plow, second Fran, accepted 5/0
 - Motion by Walter to accept trust fund monies offered by NHDES for continuation of water project, accepted 5/0
 - Motion to accept Operations Report Maureen, Cindy second, accepted 5/0
- Other Business
 - Motion by Fran to send letter to members at 5 Tonka that all further court costs and Lawyer fees will be charged back if complaint is denied or dismissed by court.
- Next meeting 11/28/2018 at 6 pm

JANINE M. ALLFREY
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
November 8, 2022

Walter B. Devine OPERATIONS MANAGER
Richard Williams PRESIDENT

Walter Devine
Richard Williams

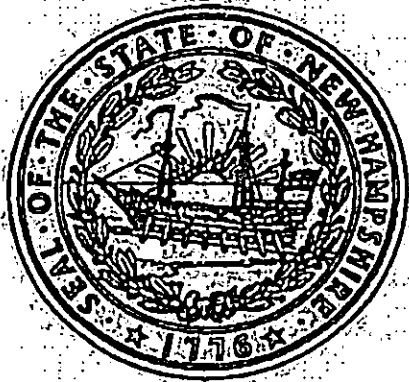
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ACORN TERRACE COOPERATIVE, INC. is a New Hampshire Consumer Cooperative registered to transact business in New Hampshire on April 30, 2010. 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: 630132

Certificate Number: 0004225507



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of December A.D. 2018.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



INSURANCE BINDER

OP ID: BJ

DATE (MM/DD/YYYY)
1/7/2019**THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.**

AGENCY IMMANUEL Insurance Agy- SAN PO Box 300 3 Brittany Lane Barrington, NH 03825-0300 IMMANUEL Ins Agy Inc &		COMPANY Preferred Mutual		BINDER # 6251	
PHONE (A/C, No, Ext): 603-335-4300 CODE: 28-021		FAX (A/C, No): 603-822-7101 SUB CODE:		DATE EFFECTIVE TIME 10/01/18 12:00	
AGENCY CUSTOMER ID: ACORN50 INSURED Acorn Terrace Coop Inc PO Box 653 Rochester NH 03866		X THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY # CPP0160602003		EXPIRATION DATE TIME 10/01/19 X 12:01 AM NOON	
DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) Mobil Home Park Mobil Home Parks or Courts					

COVERAGES		LIMITS		
TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input checked="" type="checkbox"/> SPEC	PUMP HOUSE Pump House	500 500		9800 9800
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES \$ 50000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMPROP AGG \$ 2000000
RETRO DATE FOR CLAIMS MADE:				
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROT \$ UNINSURED MOTORIST \$
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION <input type="checkbox"/> OTHER THAN COL	<input type="checkbox"/> ALL VEHICLES <input checked="" type="checkbox"/> SCHEDULED VEHICLES			<input checked="" type="checkbox"/> ACTUAL CASH VALUE <input type="checkbox"/> STATED AMOUNT \$ <input type="checkbox"/> OTHER
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:			EACH OCCURRENCE \$ AGGREGATE \$ SELF-INSURED RETENTION \$ <input type="checkbox"/> WC STATUTORY LIMITS
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
SPECIAL CONDITIONS/ OTHER COVERAGES				FEES \$ TAXES \$ ESTIMATED TOTAL PREMIUM \$

NAME & ADDRESS: NHDES 29 Hazen Drive Concord NH 03302		<input checked="" type="checkbox"/> MORTGAGEE <input checked="" type="checkbox"/> LOSS PAYEE	<input checked="" type="checkbox"/> ADDITIONAL INSURED
		LOAN #	
		AUTHORIZED REPRESENTATIVE <i>Brian Jacobsen</i>	

CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

Applicable in Colorado

With respect to binders issued to renters of residential premises, home owners, condo unit owners and mobile home owners, the insurer has thirty (30) business days, commencing from the effective date of coverage, to evaluate the issuance of the insurance policy.

Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

NOTES:

INSURED'S NAME Acorn Terrace Coop Inc

ACORN50

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OP ID: BJ

DATE 1/7/2019

NHDES is named as Additional insured with respects to liability as their interest may appear. They are also listed as mortgagee.