The State of New Hampshire

Department of Environmental Services

Robert R. Scott, Commissioner

62

July 8, 2025

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

REQUESTED ACTIONS

1. Authorize the Department of Environmental Services to **RETROACTIVELY** amend a Drinking Water and Groundwater Trust Fund grant (PO #1096421) to the Base Hill Cooperative, Inc. (VC# 449650-R001), Keene, NH, by extending the completion date to December 31, 2027, from May 1, 2025, for water system improvements under the provisions of RSA 485:F, upon Governor and Council approval through December 31, 2027. The original grant was approved by Governor and Council on November 8, 2023, Item #113. This is a no cost time extension. 100% Drinking Water and Groundwater Trust Fund (DWGTF).

2. Authorize the Department of Environmental Services amend a Drinking Water and Groundwater Trust Fund loan (PO # 1096422) to the Base Hill Cooperative, Inc. (VC# 449650-R001), Keene, NH, by increasing the loan amount by $415,198, to $458,959 from $43,761, for water system improvements under the provisions of RSA 485:F and N.H Code of Administrative Rules Env-Dw 1300 effective upon Governor and Council approval. The original loan was approved by Governor and Council on November 8, 2023, Item #113. 100% Drinking Water and Groundwater Trust Fund (DWGTF).

   Funding is available in the following account:

	FY 2026
03-44-44-444010-7428-301-504059 Dept. Environmental Services, Drinking Water and Groundwater Trust Fund, Loans	$415,198

EXPLANATION

We are requesting **RETROACTIVE** approval of this time extension in order to provide Base Hill Cooperative, Inc. (Grantee) additional time to complete the agreed upon scope of services. Because the Grantee needed to apply for and secure additional funding, there were delays to the start of construction. Additional loan funds are required to accommodate bid prices that exceeded the original budget. The project will replace the distribution system, interconnect with the Keene municipal metering pit, and install new service connections, residential water meters, isolation valves, and flushing hydrants. This request is **retroactive** because there was uncertainty whether the project would proceed due to lack of sufficient funding. Base Hill was not approved for the additional loan until May 12, 2025 by the Drinking Water Groundwater Advisory Commission, at that time DES provided amendment paperwork

to the Grantee, however it took several weeks to receive signed copies. To date, $280,360 out of $1,043,761 combination of grant and loan funds has been disbursed.

Funding through the DWGTF is a combination of grant and loan funds. The final grant and loan amounts will be based on the total funds disbursed and may be less than the approved amount. If these funds become unavailable, general funds will not be requested to support this project.

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

We respectfully request your approval of this item.

Robert R. Scott, Commissioner

Base Hill Cooperative, Inc.
Drinking Water and Groundwater Trust Fund (DWGTF) Grant
Amendment #1

This Agreement (hereinafter called the Amendment) is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the State) and Base Hill Cooperative, Inc., acting by and through its President, Jennifer Bush (hereinafter referred to as the Grantee).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on November 8, 2023, Item #113, 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 retroactively 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 to December 31, 2027, from May 1, 2025.

   (B) Delete Exhibit C and replace with Exhibit C — Amendment 1. Exhibit C — Amendment 1 is attached hereto and incorporated into this amendment and agreement by reference.

2. Effective Date of Amendment; This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.

3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Base Hill Cooperative, Inc.
Drinking Water and Groundwater Trust Fund (DWGTF) Grant
Amendment #1

Accepted by:

Jennifer Bush, President
Base Hill Cooperative, Inc.

6/24/25
Date

Robert R. Scott, Commissioner
Department of Environmental Services

7/10/25
Date

Melissa Fales
Assistant Attorney General
Department of Justice
Approved as to form, substance and execution

7/10/25
Date

Base Hill Cooperative, Inc.
Drinking Water and Groundwater Trust Fund (DWGTF) Grant
Amendment #1

Exhibit C- Amendment 1
METHOD OF PAYMENT

The New Hampshire Department of Environmental Services (NHDES) shall pay to the Grantee the total reimbursable program costs up to $1,000,000 for eligible drinking water improvements costs not to exceed the total Grant Limitation of $1,000,000 in accordance with the following requirements:

Reimbursement requests for project costs shall be made no more than once per calendar month by the Grantee using the applicable Disbursement Form as supplied by NHDES, which shall be completed and signed by the Grantee. The disbursement form shall be accompanied by proper supporting documentation based upon direct costs. The Grantee will maintain adequate documentation to substantiate all project related costs. All work shall be performed to the satisfaction of the NHDES before payment is made.

The funding is a combination of a DWGTF grant of $1,000,000 and DWGTF loan of $458,959. Each disbursement will be paid as 96% grant and 4% loan until the $1,000,000 grant is expended, followed by disbursements paid as 100% loan. The total DWGTF grant reimbursement shall not exceed the grant award of $1,000,000.

Grantee Initials JB
Date 6/24/25

Base Hill Cooperative, Inc.

180 Base Hill Rd, Keene, NH 03431

CERTIFICATE OF VOTE

I, Sarah Thompson, do hereby certify that:

1. I am a member of the Board of the Base Hill Cooperative, Inc.
2. At a meeting held on 7/19/2023, the Members and Directors of the Board voted to accept funds and enter into a Grant Agreement with the **State of New Hampshire Department of Environmental Services** for a water system improvement project.
3. The Base Hill Cooperative, Inc. further authorized Board President, Jennifer Bush, to execute any documents necessary to effectuate this Grant Agreement.
4. This authority has not been revoked, superseded, or amended as of the date of this certification.

IN WITNESS WHEREOF, I have hereunto set my hand as the Sarah Thompson / operations of the Base Hill Cooperative, Inc. on 6/24/2025.

Signature: Sarah Thompson

Date: 6/24/25

BASEH50 OP ID: BJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/17/2025

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 603-335-4300
PO Box 300 3 Brittany Lane
Barrington, NH 03825-0300
IMMANUEL Ins Agy Inc &

CONTACT NAME: IMMANUEL Ins Agy Inc
PHONE (A/C, No, Ext): 603-335-4300 FAX (A/C, No):
E-MAIL ADDRESS: brian@immanuelins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Preferred Mutual	15024
INSURER B : MSA Main Street America	13026
INSURER C : Mount Vernon Fire	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Base Hill Coop Inc
PO Box 484
Keene, NH 03431

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 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			CPP0170589987	02/08/2025	02/08/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Dishonesty Bond			F270377	02/08/2025	02/08/2026	Limit	25,000
C	Director & Officer			CAP2551023C	08/10/2024	08/10/2025	Limit	1,000,000

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

CERTIFICATE HOLDER

NH Dept of Environmental Services
PO Box 95 29 Hazen Dr
Concord, NH 03301

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
Brian Jacobsen

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Marysa Boire
Drinking Water and Groundwater Trust Fund Specialist
MtBE Remediation Bureau, Waste Management Division
New Hampshire Department of Environmental Services
29 Hazen Drive, Concord, NH 03301

Base Hill Cooperative Inc. – Certificate of Insurance

Dear Ms. Boire,

This letter is intended to note that Base Hill Cooperative Inc. does not currently have any employees, has not had any employees in the past, and has no expectation that it will have any in the future. As such, Base Hill does not hold any Worker's Compensation insurance.

Base Hill Cooperative, Inc. is a small cooperatively owned manufactured housing community operated by a volunteer board of directors that hires contractors for work to be done on site.

Please reach out with any questions.

Yours in Cooperation,

Jen Bush, President

Base Hill Cooperative, Inc.

State of New Hampshire

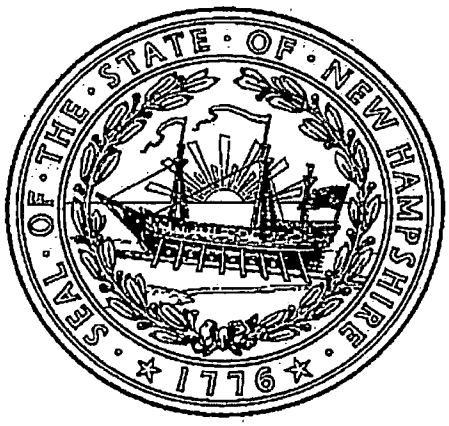
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that BASE HILL COOPERATIVE, INC is a New Hampshire Consumer Cooperative registered to transact business in New Hampshire on June 30, 2006. 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: **560529**

Certificate Number: **0007205078**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of June A.D. 2025.

David M. Scanlan
Secretary of State

CLOSING AGENDA

STATE OF NEW HAMPSHIRE
DRINKING WATER AND GROUNDWATER TRUST FUND

RE: AMENDMENT OF LOAN TO BASE HILL COOPERATIVE, INC.
KEENE, NEW HAMPSHIRE
Project #DWGT-99

DATE: _____, 2025

1. State of New Hampshire "SNH"
2. Base Hill Cooperative, Inc. "B"
3. State's Counsel, Kimberlee G. Burgess "KB"
4. Borrower's Counsel, Nicholas A. Kanakis, Hamblett & Kerrigan, PA "BC"

No.	Item:	Responsible Party:
1	Certified Copies of Articles of Incorporation of the Borrower	B
2	Certificate of Existence of Borrower	B
3	Certificate of Resolution of Borrower	B
5	Amended Schedule of Costs (Budget)	B
6	Amendment to Loan Agreement and Security Instruments	SNH
7	Allonge to Promissory Note	SNH
9	Amendment to Mortgage Deed and Collateral Assignment of Leases and Rents	SNH
11	Governor and Council approval	SNH
12	399-B Disclosure	SNH
13	Endorsements to title insurance policy – increased loan amount (additional premium due); mortgage modification endorsement; mechanics' lien documents as loan draws occur	BC
14	New Hampshire Community Loan Fund: Consent to increased debt/loan amount; Subordination of NHCLF new mortgage (if recorded prior to Amendment to Mortgage Deed)	SNH/KB

AMENDMENT TO LOAN AGREEMENT AND SECURITY INSTRUMENTS

This Amendment to Loan Agreement and Security Instruments is made this _____ day of _____, 2025 between Base Hill Cooperative, Inc. a New Hampshire consumer cooperative with a principal place of business at and mailing address of 180 Base Hill Road, Keene, New Hampshire 03431 (the "Borrower") and the State of New Hampshire with an address of c/o Department of Environmental Services, 29 Hazen Drive, P.O. Box 95, Concord, New Hampshire 03302-0095 (hereinafter the "Lender") for themselves and their successors and assigns.

RECITALS

A. The Lender has provided a loan of up to $43,761 (the "Loan") to the Borrower as evidenced by a Promissory Note of the Borrower dated January 22, 2024 in the original principal amount of $43,761 (the "Note") pursuant to a Loan Agreement dated January 22, 2024 between the Borrower and the Lender (the "Loan Agreement") to finance the improvements to the Borrower's water system in Keene, New Hampshire;

B. The Loan is secured by certain Security Instruments (as defined in the Loan Agreement), including, without limitation, a Security Agreement dated January 22, 2024 between the Borrower and the Lender and a UCC-1 Financing Statement (filed with the New Hampshire Secretary of State, File No. 2401260000091) (collectively, the "Security Agreement"), a Collateral Assignment of Contracts, Plans and Permits dated January 22, 2024 between the Borrower and the Lender (the "Collateral Assignment of Contracts, Plans and Permits"), a Mortgage Deed dated January 22, 2024 between the Borrower and the Lender (recorded at the Cheshire County Registry of Deeds, Book 3268, Page 1237), and a Collateral Assignment of Leases and Rents dated January 22, 2024 of the Borrower to the Lender (recorded at the Cheshire County Registry of Deeds, Book 3268, Page 1242);

C. The parties desire to increase the amount of the Loan to $458,959 and are amending the Note pursuant to an Allonge to Promissory Note of even date to increase its principal amount and amend other terms (the "Allonge"); and

D. The parties desire to amend the Loan Agreement and certain Security Instruments in accordance with this agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. Defined Terms. All capitalized terms used in this agreement shall have the meaning assigned to them in the Loan Agreement unless otherwise defined herein.

2. Amendment of the Loan Agreement.

(a) The third sentence of Recital Paragraph B on the first page of the Loan Agreement is hereby amended by replacing "$43,761" with "$458,959":

(b) Section 1, Definitions of the Loan Agreement is hereby amended by replacing the definition of "Note" with the following:

> "Note" means the Borrower's Promissory Note dated January 22, 2024 in the original principal amount of $43,761 payable to the order of the State in the form attached hereto as Exhibit C, as amended by an Allonge to Promissory Note dated _____, 2025 between the Borrower and the Lender increasing the principal amount to $458,959."

(c) Exhibit C to the Loan Agreement is hereby amended by replacing it with Exhibit C attached hereto.

3. Amendment of Security Instruments.

(a) *Security Agreement*. Recital Paragraph B is hereby amended by replacing it with the following:

> (b) The Secured Party has agreed to extend credit to the Debtor in the amount not to exceed Four Hundred Fifty Eight Thousand Nine Hundred Fifty Nine Dollars ($458,959) in exchange for the Debtor's Promissory Note dated January 22, 2024, as amended by an Allonge dated _____, 2025 between the Debtor and the Secured Party (as amended thereby and from time to time hereafter, the "Note").

(b) *Collateral Assignment, Plans and Permits.* Section 1 is hereby amended by replacing it with the following:

1. Security. This Assignment is made as additional security for the performance of all the Assignor's obligations under the Loan Agreement, Assignor's Promissory Note in the original amount of $43,761 as amended by an Allonge to Promissory Note dated _____, 2025 between the Assignor and the Assignee increasing the principal amount thereof to $458,959 and certain

security instruments as described in the Loan Agreement (the "Security Instruments"), each dated as of even date and delivered to or to be delivered to Assignee.

(c) *Mortgage Deed and Collateral Assignment of Leases and Rents.* The provisions of the Mortgage Deed and Collateral Assignment of Leases and Rents shall be amended consistent with the terms of this document as set forth in separate documents entitled, "Amendment to Mortgage Deed and Collateral Assignment of Leases and Rents", incorporated herein by reference.

5. Representations. The Borrower represents and warrants that all of the representation and warranties set forth in the Loan Agreement are true and correct as of the date hereof.

6. Ratification. The Borrower ratifies and confirms all of the terms, conditions, covenants and provisions of the Loan Agreement, the Security Instruments, as amended hereby, and the Note as amended by the Allonge, which shall remain in full force and effect.

7. Further Assurances. The Borrower shall execute such additional documents, instruments and assurances and take such additional actions as are necessary to carry out the terms and intent hereof and to preserve any and all collateral securing the Note.

8. Fees. Borrower shall be responsible for the following fees associated with amending the Promissory Note: [insert any fees to be charged to Borrower].

EXECUTED on the day and year first above written.

BORROWER:

BASE HILL COOPERATIVE, INC.

_____
Witness

By: _____
Jennifer Bush
President
Duly Authorized

_____
Witness

By: _____
Glenda Ollikkala
Board Secretary
Duly Authorized

LENDER:

THE STATE OF NEW HAMPSHIRE

_____
Witness

By: _____
Robert R. Scott, Commissioner
Department of Environmental Services
Duly Authorized

FIRST ALLONGE TO PROMISSORY NOTE

Allonge made between Base Hill Cooperative, Inc., a New Hampshire consumer cooperative with a principal place of business at and mailing address of 180 Base Hill Road, Keene, New Hampshire 03431 (the "Maker"), and the State of New Hampshire with an address of c/o Department of Environmental Services, 29 Hazen Drive, P.O. Box 95, Concord, New Hampshire 03302-0095 (the "Payee") for themselves and their successors and assigns.

RECITALS

A. Pursuant to a Loan Agreement dated January 22, 2024, between the Maker and the Payee (the "Loan Agreement"), the Payee agreed to provide a loan to the Maker of up to $43,761 which is evidenced by the Promissory Note dated January 22, 2024, of the Maker in the principal amount of up to $43,761 (the "Note"); and

B. The parties desire to amend the loan amount pursuant to the terms of this Allonge.

NOW THEREFORE, the parties agree as follows:

1. The Note is hereby amended as follows:

   (a) The face amount of the Note as expressed in the top left corner of the first page of the Note is hereby increased from $43,761 to $458,959.

   (b) The amount of "Forty-Three Thousand Seven Hundred Sixty-One Dollars ($43,761)" in the fifth and sixth lines of the first paragraph of the Note is hereby replaced with "Four Hundred Fifty-Eight Thousand Nine Hundred Fifty-Nine Dollars ($458,959)".

   (c) Paragraph 1(b) of the Note is herby amended by replacing "$43,761" in the eleventh and twelfth lines with "$458,959".

2. The Note, as amended hereby, and the Loan Agreement and the Security Instruments, as amended by the Amendment Agreement and the Collateral Assignment Amendment are hereby ratified and confirmed and shall remain in full force and effect.

Executed as of the day and year first above written.

Maker:
BASE HILL COOPERATIVE, INC.

_____ By: _____
Witness
Jennifer Bush
President Duly
Authorized

_____ By: _____
Witness
Glenda Ollikkala
Board Secretary
Duly Authorized

Payee:
THE STATE OF NEW HAMPSHIRE

_____ By: _____
Witness
Robert R. Scott, Commissioner
Department of Environmental Services
Duly Authorized

Return to:
Kimberlee G. Burgess, Esq., P.L.L.C.
56 Hopkins Green Road
Hopkinton, NH 03229

AMENDMENT TO MORTGAGE DEED AND COLLATERAL ASSIGNMENT OF LEASES AND RENTS

This Amendment to Mortgage Deed and Collateral Assignment of Leases and Rents is made this _____ day of _____, 2025 between Base Hill Cooperative, Inc. a New Hampshire consumer cooperative with a principal place of business at and mailing address of 180 Base Hill Road, Keene New Hampshire 03431 (the "Borrower") and the State of New Hampshire with an address of c/o Department of Environmental Services, 29 Hazen Drive, P.O. Box 95, Concord, New Hampshire 03302-0095 (hereinafter the "Lender") for themselves and their successors and assigns.

RECITALS

A. The Lender has provided a loan of up to $43,761 (the "Loan") to the Borrower as evidenced by a Promissory Note of the Borrower dated January 22, 2024, in the original principal amount of $43,761 (the "Note") pursuant to a Loan Agreement dated January 22, 2024 between the Assignor and the Assignee (the "Loan Agreement") to finance the improvements to the Borrower's water system in Keene, New Hampshire;

B. The Loan is secured by, among other things, a Mortgage Deed dated January 22, 2024 between the Borrower and the Lender recorded at the Chesire County Registry of Deeds at Book 3268, Page 1237 (the "Mortgage") and a Collateral Assignment of Leases and Rents dated January 22, 2024 from the Borrower to the Lender, recorded at the Chesire County Registry of Deeds at Book 3268, Page 1242 (the "Collateral Assignment") with respect to real property identified therein and situated in Keene, New Hampshire;

C. The parties desire to increase the amount of the loan evidenced by the Note to $458,959 and are amending the Note pursuant to a First Allonge to Promissory Note of even date to increase its principal amount and amend other terms (the "Allonge"); and

D. The parties desire to amend the Mortgage and the Collateral Assignment of in accordance with this agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. Mortgage Deed: The first paragraph of the Mortgage Deed is hereby amended by replacing in the sixth through eighth lines "Forty-Three Thousand Seven Hundred Sixty-One Dollars ($43,761) with interest and other charges as provided in the Mortgagor's Promissory Note of even date" with the following:

> Four Hundred Fifty-Eight Thousand Nine Hundred Fifty-Nine Dollars ($458,959) with interest and other charges as provided in the Mortgagor's Promissory Note dated January 22, 2024 as amended by an Allonge to Promissory Note dated _____, 2025 between the Mortgagor and the Mortgagee (as amended, the "Note").

2. Collateral Assignment. Recital Paragraph A of the Collateral Assignment is hereby amended by inserting the following after "$43,761":

> as amended by an Allonge to Promissory Note dated _____, 2025 between the Assignor and the Assignee, increasing the principal amount such Note to $458,959

[The remainder of this page is intentionally blank; signature pages follow.]

EXECUTED on the day and year first above written.

MORTGAGOR:
BASE HILL COOPERATIVE, INC.

By: _____
Jennifer Bush
President
Duly Authorized

By: _____
Glenda Ollikkala
Board Secretary
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by Ronald Bush, President, and Glenda Ollikkala, Board Secretary, of Base Hill Cooperative, Inc., a New Hampshire consumer cooperative, on behalf of said cooperative.

_____
Notary Public/Justice of the Peace
Name:
My commission expires: [seal]

MORTGAGEE:
THE STATE OF NEW HAMPSHIRE

By: _____
Robert R. Scott, Commissioner
Department of Environmental Services
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Robert R. Scott as Commissioner, New Hampshire Department of Environmental Services, on behalf of the State of New Hampshire.

_____
Notary Public/Justice of the Peace
Name:
My commission expires: [seal]

DISCLOSURE OF FINANCE CHARGES
Pursuant to New Hampshire RSA Chapter 399-B: 2
DRINKING WATER AND GROUNDWATER TRUST FUND
New Hampshire RSA 6-D:1

To: BASE HILL COOPERATIVE, INC.

Date: _____

Amount of Loan: $458,959

Payable: As provided in the Note.

Finance Charges: 1% until the Interest Rate Change Date (as defined in the Promissory Note dated January 23, 2024 in the principal amount of $43,761, as amended on July __, 2025 by a First Allonge to Promissory Note increasing the principal amount to $458,959 (the "Note")), then 3.17%.

Late fee: 5% of each payment will be assessed if not paid within 7 days of its due date.

Above interest is based on the number of days elapsed over a 360 day year.

Recording and filing fees payable to Hamblett & Kerrigan:	$0
Endorsement to title insurance policy payable to Hamblett & Kerrigan:	$0
Title update payable to Hamblett & Kerrigan:	$0
Environmental Site Assessment payable to _____:	$ 0

Acknowledged.

BASE HILL COOPERATIVE, INC.
Borrower

By:_____
Jennifer Bush
President
Duly Authorized

By:_____
Glenda Ollikkala
Board Secretary
Duly Authorized

The State of New Hampshire

Department of Environmental Services

Robert R. Scott, Commissioner

Marysa Boire

October 10, 2023

APPROVED G & C
DATE 11/8/2023
ITEM # 113

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

REQUESTED ACTIONS

1. Authorize the Department of Environmental Services to award a grant to the Base Hill Cooperative Inc. (VC# 449650-R001), Keene, New Hampshire, in the amount not to exceed $1,000,000 for water system improvements under the provisions of RSA 485:F, effective upon Governor & Council approval through May 1, 2025. 100% Drinking Water and Groundwater Trust Fund.

   Funding is available in the following account:

	FY 2024
03-44-44-444010-7428-073-500580	$1,000,000

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

2. Authorize the Department of Environmental Services to approve a loan agreement with Base Hill Cooperative Inc. (VC# 449650-R001), Keene, New Hampshire, in the amount not to exceed $43,761 to finance water system improvements under the provisions of RSA 485:F and N.H. Code of Administrative Rules Env-Dw 1300 et seq. effective upon Governor & Council approval. 100% Drinking Water and Groundwater Trust Fund.

   Funding is available in the following account:

	FY 2024
03-44-44-444010-7428-301-504059	$43,761

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

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

(Advisory Commission) was established to administer the Trust Fund and to provide guidance to the State on the use of the Trust Fund.

On November 14, 2022, the Advisory Commission voted to authorize a $1,000,000 grant and $43,761 loan to the Base Hill Cooperative Inc. to upgrade their existing water distribution system. The water system is over 60 years old and experiences chronic leaks that result in water losses and costly repairs. The project will replace the entire watermain system, interconnect with the Keene municipal metering pit, and install a new insulated meter pit, individual residential water meters, isolation valves, and flushing hydrants. This project will provide a reliable water supply to the users and support longevity and efficiency of the system.

Funding through the DWGTF is a combination of grant and loan funds. The final grant and loan amounts will be based on the total funds disbursed and may be less than the approved amount. In the event that these funds become no longer available, General Funds will not be requested to support this project.

The grant agreement 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