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DEC 17 2025



October 28, 2025

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

Requested Action

The Community Development Finance Authority (CDFA) requests to place this item on the Consent Calendar.

Authorize the Community Development Finance Authority (CDFA), under the Community Development Block Grant (CDBG) program, to enter into a no cost grant amendment with the County of Rockingham (vendor ID#235138), 119 North Road, Brentwood, New Hampshire in the amount of \$355,850 by extending the completion date to June 30, 2026, from the grant completion date of December 30, 2025. The original grant was approved by the Governor and Council on August 18, 2021, agenda item #49. On November 29, 2023, agenda item #5D, Governor and Council granted a one-year time extension from December 30, 2023 to December 31, 2024. On November 13, 2024 consent agenda item 5C, Governor and Counsel granted a subsequent one-year extension from December 31, 2024 to December 31, 2025. This extension, if granted, will allow for the completion of the water system improvement project. Said extension shall be effective upon Governor and Council approval for period effective through June 30, 2026. **100% federal funds.**

Explanation

The County of Rockingham, on behalf of the Rock Rimmon Cooperative, is requesting an extension of its CDBG award for its water system improvements project situated at 112 Long Pond Road, Danville, New Hampshire. The large project was initially delayed due the need for additional funding. This additional funding was secured from DES through the American Rescue Plan Act (ARPA). The project was divided into three phases, two of which have been completed. The completed work includes a cross-country waterline, box culvert installation and well house upgrades. This final extension will enable phase 3, water distribution replacement, to be completed. Work on this phase is underway and will be complete by the end of June 2026. The grantee anticipates this extension of time, if granted, will allow the project to be completed and achieve its goal of benefiting 120 people of which 88 percent (88%) are currently of low and moderate income.

This Agreement allocates a portion of the Community Development Block Grant (CDBG) funds provided to New Hampshire by the U. S. Department of Housing and Urban Development (HUD). CDFA is administering this program as provided by RSA 162-L.

CDFA has determined that the vendor is in good standing with the Secretary of State's Office, has secured the required levels of insurance, and has provided evidence of authority to execute and be bound by the contract.

Sincerely,

Katherine Easterly Martey

Executive Director

KEM/ms

Attachments

Rockingham County – \$355,850 – (Public Facilities)

Applicant	Rockingham County
Subrecipient	Rock Rimmon Cooperative, Inc.
Project Name	Water Infrastructure Improvements
Project Location	112 Long Pond Road, Danville, NH
Request	\$355,850
LMI Beneficiaries	120 individuals (88% LMI)
HUD CDBG National Objective	03J (Water & Sewer Infrastructure)
NH State Category	Public Facilities

Project Summary: Rockingham County is seeking \$355,850 in order to upgrade the water system at Rock Rimmon Cooperative, a manufactured home park in Danville, NH. These improvements will respond to serious safety concerns on the part of the NH Department of Environmental Services (NHDES) that indicates urgency in remedying water system deficiencies in this 30+ year old community that began its life as a campground.

The water distribution system includes undersized pipes and lacks adequate valves and blow offs. Leaks in the system are common; some sections of the water distribution lines have, on occasion, frozen during winter months. NHDES has required four (4) log monitoring for chlorine residuals after the park experienced an E Coli event in 2017.

Application for the CDBG funding is needed to assist and/or offset the costly repairs and upgrades to the pump house and water distribution system. Daily maintenance of the water system is required, and includes recording water gallon usage, chlorine residual levels, water quality testing, chemical pump maintenance and leak detection throughout the park. This daily process is costly and time consuming for the cooperative.

The community has applied for NHDES funding and was approved for a loan of \$702,500 and a grant of \$250,000. Given the cost of the project and the high percentage (88%) of low- and moderate-income residents in the community, and a median household income of \$27,731, CDBG funding is needed to help make this an affordable project for the community by reducing the size of the NHDES loan.

Long term benefit (20+ years) will be achieved by nature of the improvements. The infrastructure upgrades have a life expectancy of greater than twenty years. Additionally, Rockingham County will place a performance lien on the property to assure primarily low- and moderate-income benefit.

Sources and Uses

Sources	CDBG	NHDES Grant	NHDES Loan	
Uses				Total Uses \$
Construction	\$330,850	\$250,000	\$58,350	\$639,200
Architectural/Engineering			\$47,500	\$47,500
CDBG Admin Costs	\$25,000			\$25,000
Committed Total		\$250,000	\$105,850	\$355,850
Pending Total	\$355,850			\$355,850
Grand Total	\$355,850	\$250,000	\$105,850	\$711,700

Administrative Costs

Grant Administrator	\$17,500
Legal	\$1,000
Advertising	\$500
Audit	\$2,000
Application Writing	\$4,000
Total	\$25,000

Summary

- The project scored **290** points
- The project will improve water infrastructure for a minimum 20-year period
- The project will provide needed funds to upgrade the Cooperative's water system and safety
- The project will benefit 93 affordable home sites in an area of otherwise high-priced homes
- The project meets a CDBG National Objective by providing a direct benefit to people of Low- and Moderate-Income

AMENDMENT #3
21-408-CDPF

This Agreement (hereinafter called the "Amendment") dated this 30 day of October, 2025 by and between the State of New Hampshire acting by and through the Community Development Finance Authority (CDFA) (hereinafter referred to as "Grantor") and the County of Rockingham (hereinafter referred to as the "Contractor").

WHEREAS, pursuant to an initial agreement (hereinafter called the "Agreement") which was first entered into upon Governor and Council approval on August 18, 2021, agenda item #49, the Contractor agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payments by Grantor of certain sums specified therein, and;

WHEREAS, pursuant to paragraph 18 of the General Provisions of the Agreement, the contract may be amended, waived or discharged by written instrument executed by the parties hereto and approved by the Governor and Council, and;

WHEREAS, CDFA has received a written request from the Contractor to amend the Agreement by extending the completion date from December 31, 2023 to December 31, 2024;

WHEREAS, said request to extend the completion date was approved by Governor and Council on November 29, 2023, consent agenda item D; and

WHEREAS, CDFA has received a subsequent written request from the Contractor to further amend the Agreement by extending the completion date from December 31, 2024 to December 31, 2025.

WHEREAS, said request to extend the completion date was approved by Governor and Council on November 13, 2024, consent agenda item 5C;

WHEREAS, CDFA has received a subsequent written request from the Contractor to further amend the Agreement by extending the completion date from December 31, 2025 to June 30, 2026;

NOW THEREFORE, in consideration of the foregoing and the covenants and conditions contained in the Agreement as set forth herein, the Contractor and CDFA hereby agree to amend the Agreement as follows:

1. Amendment of Agreement

A. To amend Section 1.7 of the General Provisions by extending the completion date from December 31, 2025 to June 30, 2026.

2. Effective Date of Amendment

This Amendment shall be effective upon its approval by the Governor and Council of the State of New Hampshire. If such approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.

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 as set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands:

CONTRACTOR:

GRANTOR:

County of Rockingham

State of New Hampshire acting through the
Community Development Finance Authority

By: Kathryn Coyle
Kathryn Coyle
Chair, Board of Commissioners

By: Katherine Easterly Martey
Katherine Easterly Martey
Executive Director

NOTARY STATEMENT - FOR GRANTEE CONTRACTOR SIGNATURE ONLY:

On this the 30 day of October, 2025 there appeared before me the undersigned officer personally appeared Kathryn Coyle, who acknowledged herself as Chairman, Board of Commissioners of the County of Rockingham and that such officer, authorized to do so, executed the foregoing instrument for the purposes herein contained, by signing himself in the name of the municipality.

In witness whereof I hereunto set my hand and official seal (provide seal, stamped name and expiration date)

By: Leila M. Mattila
Notary Public
My Commission Expires:

LEILA M. MATTILA
Notary Public - New Hampshire
My Commission Expires August 18, 2026

APPROVAL BY NEW HAMPSHIRE ATTORNEY GENERAL AS TO FORM, SUBSTANCE AND EXECUTION:

By: Christopher Bond, Assistant Attorney General, on 11/10/25

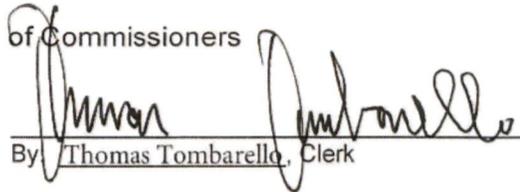
APPROVAL BY THE NEW HAMPSHIRE GOVERNOR AND COUNCIL:

By: _____, on _____

CERTIFICATE
21-408-CDPF

I, Thomas Tombarello, Clerk of Rockingham County, New Hampshire do hereby certify that: (1) at the public hearing held on January 22, 2021, the County Commissioners voted to submit an application for Community Development Block Grant funds and if awarded; (2) enter into a contract with the Community Development Finance Authority and further authorize the Chair of the Board of Commissioners to execute any documents which may be necessary to effectuate this contract and any amendments thereto; (3) I further certify that this authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and (4) the following person has been appointed to and now occupies the office indicated under item (2) above:

Kathryn Coyle, Chair, Board of Commissioners


By Thomas Tombarello, Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, SS.

The foregoing instrument was acknowledged before me this 30 day of October, 2025, by the above-named Thomas Tombarello, Clerk of the County of Rockingham, New Hampshire.

 (Seal)
Notary Public
My commission expires: _____

LEILA M. MATTILA
Notary Public - New Hampshire
My Commission Expires August 18, 2026



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<i>Participating Member:</i> Rockingham County 119 North Road Brentwood, NH 03833	<i>Member Number:</i> 609	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2025	1/1/2026	Each Occurrence	\$ 2,000,000
			General Aggregate	\$10,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
<input type="checkbox"/> Workers' Compensation & Employers' Liability			Statutory	
			Each Accident	
			Disease – Each Employee	
			Disease – Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
CDFA 14 Dixon Ave. Concord, NH 03301			By: <i>Mary Beth Purcell</i>
			Date: 6/27/2025 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



Arch
Insurance Group Inc.®
ARCH INSURANCE COMPANY
 (A Missouri Corporation)

Home Office Address:
 2345 Grand Blvd, Suite 900
 Kansas City, MO 64108

Administrative Address:
 Harborside 3
 210 Hudson Street, Suite 600
 Jersey City, NJ 07311-1107
 Tel: (866) 413-5550

**SPECIFIC EXCESS WORKERS COMPENSATION AND
 EMPLOYERS LIABILITY INSURANCE POLICY**

DECLARATIONS

Policy Number: WCX 0070770 00

Item 1: Named Insured: County of Rockingham				
Address: 119 North Road, Brentwood, NH 03833				
Producer Name: USI Insurance Services, LLC				
Address: 3 Executive Park Drive, Suite 300, Bedford, NH 03110				
Item 2: Policy Period:	Inception Date:	January 1, 2025	Expiration Date:	January 1, 2026

at 12:01 A.M. Standard Time at your mailing address as shown in Item 1 above.

Item 3: This insurance applies to the Workers Compensation and Occupational Disease Laws of the following states: Pennsylvania

Item 4: Premiums
 Estimated Total Annual Remuneration: \$ 30,881,627
 Rate per \$100 of Remuneration: .3261
 Deposit Premium: \$ 100,705
 (Terrorism Premium Included In Policy Premium): \$ 3,021
 Minimum Premium: \$ 100,705

Item 5: Your Retained Limit

Part One – Excess Workers Compensation Insurance and Part Two - Excess Employers Liability Insurance:

Your Retained Limit of Liability – Each Accident	\$1,250,000
Your Retained Limit of Liability – Disease, Each Employee	\$1,250,000

Item 6: Our Limit of Liability

A. Part One – Excess Workers Compensation Insurance:

Our Limit of Liability – Each Accident Statutory

Our Limit of Liability – Disease, Each Employee Statutory

B. Part Two – Excess Employers Liability Insurance:

Our Limit of Liability - Each Accident \$1,000,000

Our Limit of Liability - Disease, Each Employee \$1,000,000

Our Limit of Liability - Aggregate \$1,000,000

Policy Forms and Endorsements: See Schedule of Endorsements Forming a Part of this Policy.

Authorized Representative: 

Date: January 9, 2025