



The State of New Hampshire  
**Department of Environmental Services**

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**Robert S. Scott, Commissioner**

January 9, 2019

His Excellency, Governor Christopher T. Sununu  
and The Honorable Council  
State House  
Concord, NH 03301

REQUESTED ACTION **RETROACTIVE**

Authorize the Department of Environmental Services (DES) to retroactively amend a grant agreement (PO# 9005192) with the Southeast Land Trust of New Hampshire (VC# 155425), by extending the completion date to June 30, 2019 from December 31, 2018 in order to complete a project that will better protect drinking water from contamination. This is a "no cost" extension that involves no additional funding. The grant agreement was originally approved by Governor and Council on June 7, 2017 as Item #109. 100% Federal Funds.

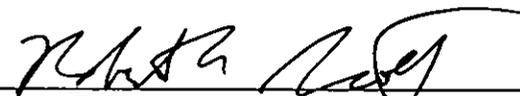
EXPLANATION

This retroactive amendment to the grant agreement is being requested in order to provide the Southeast Land Trust of New Hampshire additional time to complete the agreed upon scope of services. Southeast Land Trust of New Hampshire is working to conserve the Bullwinkle Property, 60 acres of high-priority water supply lands that contribute clean water to the city's reservoirs that serve as a primary water supply for 30,000 residents of the City of Rochester. Due of unforeseen delays involving the final conservation easement language, the real estate transaction (closing) to conserve the property has been delayed until early 2019. The Governor and Council previously authorized the use of Local Source Water Protection Program grant funds to defray land conservation transaction costs associated with this high-priority water supply area. An extension to June 30, 2019 is necessary to authorize NHDES to disburse these funds for their intended purpose.

The Department of Environmental Services issued a request for proposals for 2017 Local Source Water Protection Grants. These grants are funded by set-asides under the Drinking Water State Revolving Loan Fund. Nineteen proposals were received. The proposals were evaluated and ranked based on criteria included in the request for proposals. Based on the available federal funding, the Department determined that it could offer grants to nine source protection planning projects and six source security projects, including this project with Southeast Land Trust of NH. To date, none of the original grant award of \$20,000 has been spent.

All other conditions of the original agreement will remain in full effect. This agreement has been approved as to form, substance, and execution by the Office of the Attorney General. In the event that Federal funds become no longer available, General funds will not be requested to support this program.

We respectfully request your approval.

  
Robert R. Scott, Commissioner



December 14, 2018

Drinking Water and Groundwater Bureau  
c/o Pierce Rigrod, NH Department of Environmental Services  
29 Hazen Drive, P.O. Box 95  
Concord, NH 03302

**Re: Bullwinkle Local Source Water Protection Grant Extension Request**

Dear Pierce,

First of all, the Southeast Land Trust of NH (SELT) greatly appreciates the Department of Environmental Service's (NHDES) Local Source Water Protection grant award to the Bullwinkle project. This award will help to conserve approximately 60 acres of critical water supply lands that recharge the public water supply reservoirs that provide drinking water to more than 30,000 residents in the City of Rochester.

I am writing to request a six month no-cost extension for a NHDES Local Source Water Protection grant award totaling \$20,000 for the Bullwinkle land conservation project due to unforeseen delays concerning the negotiation and finalization of conservation easement language for the property.

The Local Source Water Protection Program grant was intended to defray land transaction costs (e.g., legal costs, etc.) associated with the conservation of this property. Governor and Council approved this grant agreement in 2017 however it expires on December 31, 2018. The real estate closing for the property is expected to occur during the winter of 2019, and we understand that to use funds in 2019 requires the approval of the Governor and Council.

We are asking for a six month no-cost extension to June 30, 2019 as these grant funds are necessary to complete the transaction costs as described in the grant agreement.

Sincerely,

Brian Hart, Executive Director  
Southeast Land Trust of NH



**Grant Agreement with Southeast Land Trust of New Hampshire  
Local Source Water Protection Grant  
Amendment No. 1**

This Agreement (hereinafter referred to as the "Amendment") dated this 20<sup>th</sup> day of December, 2018, 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 Southeast Land Trust of New Hampshire, acting by and through its Executive Director, Brian Hart (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter referred to as the "Agreement") approved by the Governor and Council on June 7, 2017, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, the Grantee and the State have agreed to amend the Agreement in certain respects;

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

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:

(A) The Completion Date as set forth in sub-paragraph 1.6 of the Agreement shall be changed from December 31, 2018 to June 30, 2019.

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.

SOUTHEAST LAND TRUST OF NEW HAMPSHIRE

By: [Signature]  
Brian Hart, Executive Director, Southeast Land Trust of New Hampshire

STATE OF NEW HAMPSHIRE  
COUNTY OF Rockingham

On this the 20<sup>th</sup> day of Dec., 2018, before the undersigned officer, personally appeared Brian Hart 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.

[Signature]  
Notary Public/Justice of the Peace

BEVERLY A. SHADLEY, Notary Public  
State of New Hampshire  
My Commission Expires March 23, 2021

My Commission Expires: 3/23/21

THE STATE OF NEW HAMPSHIRE  
Department of Environmental Services

By: [Signature]  
Robert R Scott, Commissioner

Approved by Attorney General this 9<sup>th</sup> day of January, 2019, as to form, substance and execution.

OFFICE OF ATTORNEY GENERAL

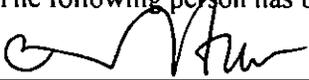
By: [Signature]  
Christopher G. Asin, Assistant Attorney General

Grantee Initials [Signature]  
Date 1/11/19

**CERTIFICATE of AUTHORITY**

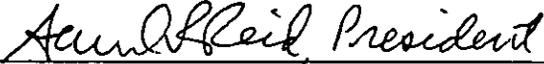
I, Sam Reid, President of the Southeast Land Trust of New Hampshire, do hereby certify that:

1. I am the duly elected President of the Southeast Land Trust of New Hampshire;
2. The Southeast Land Trust of New Hampshire has agreed to accept New Hampshire Department of Environmental Services Local Source Water Protection Grant funds and to enter into a contract with the New Hampshire Department of Environmental Services for the Bullwinkle project in Farmington;
3. The Board for the Southeast Land Trust of New Hampshire further authorized the Executive Director to execute any documents which may be necessary for this contract;
4. 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
5. The following person has been appointed to and now occupies the office indicated in (3) above:



\_\_\_\_\_  
Brian Hart, Executive Director

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the Southeast Land Trust of New Hampshire, on December 20, 2018.



\_\_\_\_\_  
Sam Reid, President

**STATE OF NEW HAMPSHIRE**

**County of Strafford**

On this the 20<sup>th</sup> day of December, before me

Beverly Shadley  
Notary Public

the undersigned officer, personally appeared Sam Reid who acknowledged him to be the President of the Organization being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

  
\_\_\_\_\_  
Notary Public Signature

Commission Expiration Date:  
(Seal)

3/23/21

**BEVERLY A. SHADLEY, Notary Public**  
State of New Hampshire  
My Commission Expires March 23, 2021

# State of New Hampshire

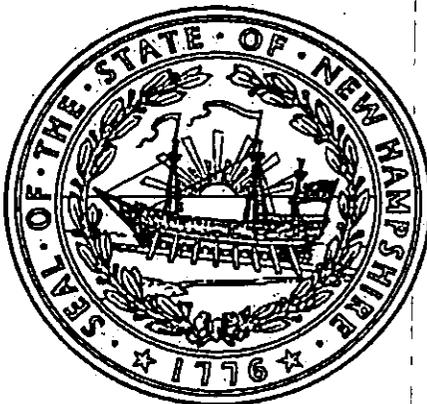
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHEAST LAND TRUST OF NEW HAMPSHIRE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 21, 1980. 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: 64227

Certificate Number: 0004225129



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 20th day of December A.D. 2018.

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

William M. Gardner  
Secretary of State