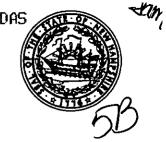


The State of New Hampshire

Department of Environmental Services

Robert R. Scott, Commissioner

March 20, 2020



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

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to amend a grant agreement (PO#9005503) with the Lake Winnipesaukee Association (VC# 155053 B001), by extending the completion date to December 31, 2020 from May 31, 2020 to complete a project to better protect drinking water from contamination. No additional funding is involved in this time extension. The grant agreement was originally approved by Governor and Council on March 13, 2019 as Item #69. 100% Federal Funds.

EXPLANATION

This amendment to the grant agreement is being requested in order to provide the Lake Winnipesaukee Association additional time in which to complete the agreed upon scope of services. The Association is working to perform a hydrologic assessment of the Reservoir Brook watershed, and to evaluate the functionality of Monkey pond. Unfortunately, no proposals were received for the project and NHDES requested the development of a Site Specific Project Plan (SSPP) in October 2019. The extension will allow the Association to re-issue the request for proposal and complete the SSPP for approval by NHDES.

The Department of Environmental Services issued a request for proposals for 2019 Local Source Water Protection Grants. These grants are funded by set-asides under the Drinking Water State Revolving Loan Fund. Twenty proposals were received. The proposals were evaluated and ranked based on criteria included in the request for proposals. Based on the available federal funding and eligibility criteria, the Department determined that it could offer grants to nine source protection planning projects and three source security projects, including this project with the Lake Winnipesaukee Association. To date, none of the original grant award of \$16,000 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 of this item.

Robert R. Scott, Commissioner

Grant Agreement with the Lake Winnipesaukee Association Local Source Water Protection Grant Amendment No. 1

This Agreement (hereinafter referred to as the "Amendment") dated this <u>27th</u> day of <u>February</u>, 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 the Lake Winnipesaukee Association, acting by and through its President, Ms. Diane Hanley (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter referred to as 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. <u>Amendment and Modification of Agreement</u>: 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 May 31, 2020 to December 31, 2020.
- 2. <u>Effective Date of Amendment</u>: 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. <u>Continuance of Agreement</u>: 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.

Grantee Initials DXB Date 2/20/20

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

LAKE WINNIPESAUKEE ASSOCIATION

By: Diane Hanley, President, Lake Winnipesaukee Association
STATE OF NEW HAMPSHIRE

COUNTY OF __Belknap____

On this the _27th day of February, 2020, before the undersigned officer, personally appeared Diane Hanley, who acknowledged herself 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.

Notary Public/Justice of the Peace

My Commission Expires: 3.25.2020

MY COMMISSION EXPIRES MARCH 25, 2020

THE STATE OF NEW HAMPSHIRE Department of Environmental Services

Robert R. Scott, Commissioner

Approved by Attorney General this 24th day of March, 2020, as to form, substance and execution.

OFFICE OF ATTORNEY GENERAL

Bv:

Assistant Attorney General

Grantee Initials

Date of 10

Page 2 of 2

CERTIFICATE of AUTHORITY

- I, Patricia Tarpey, Executive Director of the Lake Winnipesaukee Association, do hereby certify that:
- (l) I am the duly appointed Executive Director;
- (2) at a meeting held on February 25, 2020, the <u>Lake Winnipesaukee Association</u> voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the <u>Lake Winnipesaukee Association</u> further authorized the <u>President</u> 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:

Diane Hanley

IN WITNESS WHEREOF, I have hereunto set my hand as the Executive Director of the Lake Winnipesaukee Association, this <u>27th</u> day of <u>February</u>, <u>2020</u>.

Patricia Tarpey (Executive Director)

STATE OF NEW HAMPSHIRE

County of Belknap

On this the <u>27th</u> day of <u>February, 2020</u>, before me <u>Duvo</u> E. Difference undersigned officer, personally appeared Patricia Tarpey who acknowledged herself to be the Executive Director of the Lake Winnipesaukee Association 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.

Name:

(signature above)

Commission Expiration Date:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/06/2020

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). CONTACT Fairley Kenneally PRODUCER PHONE (A/C, No. Ext): E-MAIL ADDRESS: (603) 293-2791 (603) 293-7188 E & S Insurance Services LLC 21 Meadowbrook Lane fairley@esinsurance.net P O Box 7425 INSURER(S) AFFORDING COVERAGE NAIC # NH 03247-7425 Ohlo Security Insurance Co. 24082 Gilford INSURER A : INSURED INSURER B Lake Winnipesaukee Association INSURER C :

PO Box 1624				INSURER D :					
					INSURER E :				
	Meredith			NH 03253	INSURER F:				
COV	/ERAGES CER	TIFIC	ATE I	NUMBER: 2019-20			REVISION NUMBER:		
IN CE	IIS IS TO CERTIFY THAT THE POLICIES OF DICATED. NOTWITHSTANDING ANY REQU ERTIFICATE MAY BE ISSUED OR MAY PERT (CLUSIONS AND CONDITIONS OF SUCH PO	IREMEI AIN, TH	NT, TE	ERM OR CONDITION OF ANY (SURANCE AFFORDED BY THE	CONTRACT OR OTHER POLICIES DESCRIBE REDUCED BY PAID C	R DOCUMENT I D HEREIN IS S	WITH RESPECT TO WHICH TH		
INSR	TYPE OF INSURANCE	ADDL		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMITS		
2110	CLAIMS-MADE OCCUR	11135	****				DAMAGE TO RENTED PREMISES (Ea occurrence)	1,000, 300,00	00
Α		_Y		BKS57237472	03/24/2020	03/24/2021		1,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE 1	2,000,	
	POLICY DECT LOC						PRODUCTS - COMP/OP AGG 1 Expense Mod Factor 1 1	2,000.	.000
	OTHER:	-				<u> </u>	Expense Mod Factor 1 \$ COMBINED SINGLE LIMIT (Ea accident)		
	ANYAUTO			•			BODILY INJURY (Per person) \$;	
	OWNED SCHEDULED AUTOS ONLY AUTOS				<u> </u>		BODILY INJURY (Per accident)	;	
	HIRED NON-OWNED AUTOS ONLY	1			İ		PROPERTY DAMAGE (Per accident)	,	
							1	į	
	UMBRELLA LIAB OCCUR	li	i				EACH OCCURRENCE \$	<u>; </u>	
	EXCESS LIAB CLAIMS-MADE	1 1					AGGREGATE 1	<u> </u>	
	DED RETENTION \$	\sqcup					4 850 1 1079	<u>; </u>	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE ER	400.01	
Α	ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A		XWS57237472	01/23/2020	01/23/2021	E.L. EACH ACCIDENT 5		
	(Mandatory In NH) If yes, describe under						E.L. DISEASE - EA EMPLOYEE \$	100,00	
	DESCRIPTION OF OPERATIONS below	igsquare					E.L. DISEASE - POLICY LIMIT \$	500,00	00
	:								
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (AC	ORD 1	01, Additional Remarks Schedule,	may be attached if more s	pace is required)			ľ
Cert	ificate Holder is an additional insured (CGL) as red	quirec	d by signed contract					
CFF	TIFICATE HOLDER				CANCELLATION				
	State of New Hampshire NH De	pt of E	nviro	nmental Services	SHOULD ANY OF T THE EXPIRATION O ACCORDANCE WIT	PATE THEREOF TH THE POLICY	SCRIBED POLICIES BE CANC , NOTICE WILL BE DELIVERE / PROVISIONS.		3EFORE
					AUTHORIZED REPRESE		1		
	Concord			NH 03302-0095	3	toub!	3 Kennesely	-	

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 LAKE WINNIPESAUKEE ASSOCIATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 18, 1976. 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: 64097

Certificate Number: 0004835254



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 10th day of March A.D. 2020.

William M. Gardner

Secretary of State



The State of New Hampshire Department of Environmental Services

Robert S. Scott, Commissioner



į

the transfer of the state of th

February 15, 2019

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

REQUESTED ACTION

Authorize the Department of Environmental Services to award a Local Source Water Protection grant to the Lake Winnipesaukee Association (VC #155053B001) in the amount of \$16,000 to complete a project to protect a public drinking water system, effective upon Governor and Council approval through May 31, 2020. 100% Federal Funds.

Funding is available as follows:

FY2019 \$16,000

03-44-44-441018-4718-072-500574

Dept. Environmental Services, DWSRF Administration, Grants-Federal

EXPLANATION

The Department of Environmental Services issued a request for proposals for 2019 Local Source Water Protection Grants. These grants are funded by set-asides under the Drinking Water State Revolving Loan Fund. Twenty proposals were received. The proposals were evaluated and ranked based on criteria included in the request for proposals, such as whether the project fulfills a component of a source water protection program, that the proposed project addresses appropriate threats, and that the project will deliver a valuable and useful product. Based on the available federal funding, the Department determined that it could offer grants to nine source protection planning projects and three source security projects. See attachment A for the full list of grants awarded and list of reviewers.

Lake Winnipesaukee Association (LWA) will use New Hampshire Department of Environmental Services (NHDES) grant funds to perform a hydrologic assessment of the Reservoir Brook watershed, and to evaluate the functionality of Monkey pond. Reservoir Brook watershed is estimated to provide the second highest level of phosphorous to Lake Waukewan, a primary source of drinking water to Meredith. LWA will map and characterize existing conditions in the watershed, identify the hydrologic characteristics of the watershed, assess what function Monkey Pond performs with regard to water quality in Lake Waukewan, evaluate management options, and report these findings to the Town of Meredith and NHDES.

This agreement has been approved as to form, substance, and execution by the Office of the Attorney General. In the event that federal funds no longer become available, General funds will not be requested to support this program.

Respectfully submitted,

Robert R. Scott, Commissioner

www.des.nh.gov 29 Hazen Drive • Concord, NH 03301 (603) 271-2950 • TDD Access: Relay NH 1-800-735-2964

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATIONS			· · · · · · · · · · · · · · · · · ·					
1.1 State Agency Name NH Department of Env	ironmental Services	1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302-0095						
1.3 Grantee Name: Lake Winnipesaukee A	ssociation	1.4 Grantee Address PO Box 1624, Meredith, NH 03253						
1.5 Effective Date Upon G&C approval	1.6 Completion Date May 31, 2020	1.7 Audit Date N/A	1.8 Grant Limitation \$16,000					
1.9 Grant Officer for Stat Andrew Madison, NH Department of Envi	-	1.10 State Agency Tel (603) 271- 2950	ephone Number					
1.11 Grantee Signature	an Orn	1.12 Name & Title of Diane Ham	Grantee Signor Ley, President					
or satisfactorily proven to b	efore the undersigned office	er, personally appeared the signed in block 1.11., and	person identified in block 1.12.,					
147	1.13 Signature of Notary Public or Justice of the Peace							
1,13.2 Names Gife of No	tary Public or Justice of t	he Peace	· · · · · · · · · · · · · · · · · · ·					
1.14 State Agency Signatu	re(s)	1.15 Name/Tid	tle of State Agency Signor(s)					
RASTA	Resel	Robert R. Scot NH Departme	nt of Environmental Services					
1.16 Approval by Attorne	y General's Office (Form,	Substance and Execution	n)					
By: Aptily		Attorney, On: 2 12	5, 19					
1.17 Approval by the Gov	ernor and Council		,·					
By:		On: /	1					

- 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 COYERED. 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: VOUCHERS: PAYMENT.
- 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 Grant officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the Interpretation of this Agreement by the Grant 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 (hereinaster 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. I 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 (hereinafter referred to as the "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 emittle 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 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 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 of 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 RECATION 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, worker's 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 subgranteed 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, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee of 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 worker's 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 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation of modification of the policy earlier than ten (10) days after written notice 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 assignces. 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.

Contractor Initials DyA Date No 2-12-19

EXHIBIT A SCOPE OF WORK

Lake Winnipesaukee Association:

Lake Winnipesaukee Association (LWA) will use New Hampshire Department of Environmental Services (NHDES) grant funds to perform a hydrologic assessment of the Reservoir Brook watershed, and to evaluate the functionality of Monkey pond. Reservoir Brook watershed is estimated to provide the second highest level of phosphorous to Lake Waukewan, a primary source of drinking water to Meredith. LWA will map and characterize existing conditions in the watershed, identify the hydrologic characteristics of the watershed, assess what function Monkey Pond performs with regard to water quality in Lake Waukewan, evaluate management options, and report these findings to the Town of Meredith and NHDES. Specifically, the following tasks, as described in the application submitted to NHDES, will be accomplished:

Task 1. Identify and map existing conditions in the Reservoir Brook watershed.

Create a GIS-based map of the Reservoir Brook watershed including roads, culverts, parcels, utilities, wetlands, soils, and topography utilizing LIDAR. Model the estimated nutrient load for each catchment of Reservoir Brook utilizing the same models used in the 2016 Waukewan-Winona Watershed Restoration Plan. A summary report detailing mapping and nutrient modeling will be provided to NHDES.

Deliverables: Detailed maps of the Reservoir Brook watershed and a summary report of modeled nutrient loads.

Task 2. Conduct a drainage analysis and hydrologic assessment of the Reservoir Brook watershed.

Develop and issue a Request for Proposals, interview, and contract with a sub-contractor to complete the drainage analysis and hydrologic assessment of the Reservoir Brook watershed. Conduct the drainage analysis and hydrologic assessment, which will include an assessment of the hydrologic capacity of railroad culverts connecting Monkey Pond to Lake Waukewan. A summary report detailing the hydrologic assessment and drainage analysis will be submitted to NHDES for review and approval.

Deliverables: A report describing the hydrologic characteristics of the Reservoir Brook watershed and railroad culverts connecting Monkey Pond to Lake Waukewan.

Task 3. Evaluate the wetland functional capacity of Monkey Pond.

Develop and issue a Request for Proposals, interview, and contract with a sub-contractor to complete the functional wetland evaluation. This work will be performed by a Certified Wetland Scientist utilizing a NHDES approved method. The wetland evaluation will address three primary questions:

- -How is Monkey Pond is functioning with regard to water quality in Lake Waukewan?
- -Is dredging an appropriate course of action to improve Monkey Pond's functionality?
- -Is Monkey Pond a good candidate for wetland enhancement?

Grantee Initials DH Date 2-12-19 A draft report detailing the results of the wetland evaluation will be provided to NHDES and to the Town of Meredith for comment.

Deliverables: A report detailing the findings of the functional wetland evaluation of Monkey Pond.

Task 4. Public education and Outreach

Present the results of Tasks 1-3 to the Waukewan Advisory committee, as well as the Town of Meredith Select and Planning Boards. Provide summary report on outreach efforts to NHDES.

Deliverables: Presentations made to the Waukewan Advisory Committee and the Town of Meredith. A summary report detailing outreach efforts provided to NHDES.

Quarterly progress report forms must be completed by grant recipients or their subcontractor and submitted to NHDES every three months, beginning with the first full three (3) month quarter after grant approval from Governor & Council.

EXHIBIT B BUDGET & PAYMENT METHOD

All services shall be performed to the satisfaction of the Department of Environmental Services before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of the associated invoice. If the invoice is less than the initial estimate, only the amount on the invoice will be paid. Payments shall be made in accordance with the following schedule, based upon completion of specific tasks:

Task Number/Description	Source Water Protection Grant
Task 1: Identify and map existing conditions in the Reservoir	\$1,500
Brook watershed.	
Task 2: Conduct a drainage analysis and hydrologic assessment	\$7,500
of the Reservoir Brook watershed.	
Task 3: Evaluate the wetland functional capacity of Monkey	\$5,500
Pond.	
Task 4: Public Education and Outreach	\$1,500
TOTAL	\$16,000.00

<u>EXHIBIT C</u> SPECIAL PROVISIONS

Subparagraph 1.7 of the General Provisions shall not apply to this Agreement. The comprehensive public liability insurance against all claims of bodily injuries, death, or property damage under Subparagraph 17.1.2 of the General Provisions shall be reduced from \$2,000,000 to \$1,000,000 for bodily injury or

Grantee Initials DXN Date 220)9

death in any one incident. A reduction from the State's standard liability coverage is warranted in light of the minimal risk associated with the activities required under this contract.

Changes to the Scope of Work or reallocation of grant funds require NHDES approval in advance.

Work must be completed by the completion date listed on the grant agreement (section 1.6). Requests for payment along with required proof of work must be submitted no later than 90 days after the completion date or the grant will be closed out and funds will no longer be available.

If a deadline extension is requested, the grantee must make that request for approval at least two months before the completion date. Failure to do so may result in lower rankings of future grant applications.

Federal Funds paid under this agreement are from a Grant to the State from the U.S. Environmental Protection Agency, Drinking Water State Revolving Fund Set-Asides under CFDA #66.468. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant are hereby adopted in full force and effect to the relationship between this Department and the grantee.

Grantee Initials DALL
Date 2-12-14

CERTIFICATE of AUTHORITY

I, Rick DeMark, Secretary of the Lake Winnipesaukee Association, do hereby certify that:

(1) I am the duly elected Secretary;

- (2) at the meeting held on February 6, 2019, the <u>Lake Winnipesaukee Association</u> voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the <u>Lake Winnipesaukee Association</u> further authorized the <u>President</u> 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:

Diane Hanley

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Lake Winnipesaukee Association, this <u>Many</u> day of <u>February</u>, 2019.

Rick DeMark (Secretary)

STATE OF NEW HAMPSHIRE

County of Belknap

On this the 1/th day of February, 2019, before me Rock Sandra 56 lavey the undersigned officer, personally appeared Rick DeMark who acknowledged himself to be the Secretary of the Lake Winnipesaukee Association 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.

Sandia SSlavier Name: Sandra S Glaver

(signature above)

Commission Expiration Date: 9-7-21

(Seal)



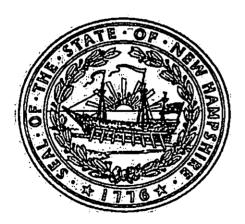
State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LAKE WINNIPESAUKEE ASSOCIATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 18, 1976. 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: 64097

Certificate Number: 0004393122



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 January A.D. 2019.

William M. Gardner

Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

OATE (MM/DOYYYY) 02/11/2019

<u> </u>									02/	11/2019
CEF BEL	S CERTIFICATE IS ISSUED AS A MAT RTIFICATE DOES NOT AFFIRMATIVE LOW. THIS CERTIFICATE OF INSURI PRESENTATIVE OR PRODUCER, AND	LY O	R NE	GATIVELY AMEND, EXTEI S NOT CONSTITUTE A C	ND OR	ALTER THE C	OVERAGE A	FFORDED BY THE POLIC	CIES	•
istP	ORTANT: If the certificate holder is a UBROGATION IS WAIVED, subject to	ın Al	DITIO	DNAL INSURED, the polic						
	certificate does not confer rights to									
PRODU	CER				CONTAC NAME:	Fairley Ke	nneally			-
E & S	Insurance Services LLC				PHONE (A/C. No E-MAIL	(603) 29	3-2791	FAX (A/C; No):	(603) 2	93-7188
21 Me	adoworook Lane			4	E-MAIL ADDRE	fairley@es	insurance.net			
POB	ox 7425				7.00.10		LIRERIRI AFFOR	DING COVERAGE	Ť	NAIC #
Gliford	1			NH 03247-7425	INSURER A.: Ohio Security Insurance Co. 24082					
INSURE	iD				INSURE					
	Lake Winnipesaukee Associatio	n			INSURE	•	-			-
	PO Box 1624				INSURE				- 1	
					INSURE				- 1	
	Meredith			NH 03253	INBURE				1	
COVE	RAGES CER	TIFIC	ATE	NUMBER: 18				REVISION NUMBER:		
CER	S IS TO CERTIFY THAT THE POLICIES OF I CATED. NOTWITHSTANDING ANY REQUI ITIFICATE MAY BE ISSUED OR MAY PERTA LUSIONS AND CONDITIONS OF SUCH PO	REME VIN, TI LICIE	NT, TE HE INS S. LIM	ERM OR CONDITION OF ANY SURANCE AFFORDED BY THE	CONTRA	ACT OR OTHER ES DESCRIBEI ED BY PAID CL	DOCUMENT V HEREIN IS SI AIMS.	WITH RESPECT TO WHICH T	HIS	· ::
	TYPE OF INSURANCE	INSD	WYD	POLICY NUMBER		POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMIT		
	COMMERCIAL GENERAL LIABILITY		- 1			•		EACH OCCURRENCE	1,00	
Ĺ	CLAIMS-MADE 🔀 OCCUR					'		PREMISES (En pocurrence)	\$ 300,0	
L		i i						MED EXP (Any one person)	s 15,0	00
^ L	. == . ** - 25	Y		BK\$57237472		03/24/2018	03/24/2019	PERSONAL & ADV INJURY	•	0,000
Ġ	SENTLAGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	2,00	0,000
	POUCY PRO LOC	•				İ		PRODUCTS - COMP/OP AGG	2,00	0,000
	OTHER:			L				Expense Mod Factor 1	B	
1	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Pa accident)		
_ [- ANYAUTO			l I				BODELY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS		1	ŀ				BODILY INJURY (Per accident)	3	
	HIRED NON-OWNED AUTOS ONLY						ļ.	PROPERTY DAMAGE	\$	
			i				١. ,			············
	UMBRELL'A LIAB OCCUR		1		-			EACH OCCURRENCE	6	_
r	EXCESS LIAB CLAIMS-MADE		İ					AGGREGATE	:	
	DED RETENTION \$	1							\$	
	ORKERS COMPENSATION		1					PER OTH-		
۸ا	ND EMPLOYERS' LIABILITY NY PROPRIETORIPARTNER/EXECUTIVE							E.L. EACH ACCIDENT	3	
lo	FFICERALEMBER EXCLUDED?	N/A	1			,	(E.L. DISEASE - EA EMPLOYEE	.5	
i , ir	yes, describe linder ESCRIPTION OF OPERATIONS below		•	·				E.L. DISEASE - POLICY LIMIT		
	V.C					,				
	· · · · · · · · · · · · · · · · · · ·							<u> </u>		
	IPTION OF OPERATIONS / LOCATIONS / VEHICLI cate Holder is an additional insured (CGL)				-	-	pace is required)	•		
							- <u> </u>	· · · · · · · · · · · · · · · · · · ·		· · · · · · ·
CERT	IFICATE HOLDER				CANO	ELLATION				
	State of New Hampshire NH De	pt of I	Enviro	nmental Services	ACC	EXPIRATION	PATE THEREO	ESCRIBED POLICIES BE CAN F, NOTICE WILL BE DELIVER Y PROVISIONS.		DEFORE
	Concord			NH 03302-0095			Line	& Kenneweliz		
-	• •			-			C 1988-2016	ACORD CORPORATION.	All rig	hts reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DDYYYY) 02/11/2019

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(les) 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). CONTACT Fairley Kennezily PHÒNE (A/C, No. Ext): E-MAR. E & S Insurance Services LLC (803) 293-2791 (803) 293-7188 21 Meadowbrook Lane fairley@esinsurance.net ADDRŪSS: P O Box 7425 INSURER(S) AFFORDING COVERAGE NAIC # Gilford NH 03247-7425 Ohio Security Insurance Co. 24082 INSURER A INSURED INSURER B : Lake Winnipesaukee Association INSURER C : PO Box 1824 INSURER D : INSURER E Meredith NH 03253 INSURER F COVERAGES 2019-20 **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, ADDE SUBR TYPE OF INSURANCE **POLICY NUMBER** LIMITE COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED: PREMISES (Ea occurrence) 300,000 CLAIMS-MADE | X OCCUR 15,000 MED EXP (Any one person) BK\$57237472 03/24/2019 03/24/2020 1,000,000 PERSONAL & ADV INJURY 2.000.000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE PRO-JECT 2,000,000 POLICY PRODUCTS - COMP/OP AGG Expense Mod Factor 1 OTHER: COMBINED SINGLE LIMIT (Es accident) AUTOMOBILE LIABILITY ANY AUTO BODILY INJURY (Per person) OWNED SCHEDULED BOO(LY INJURY (Per accident) AUTOS NON-OWNED AUTOS ONLY AUTOS ONLY PROPERTY DAMAGE HIRED AUTOS ONLY UMBRELLA LIAB OCCUR EAÇH ÇÇÇURRENÇE EXCESS LIAB CLAIMS-MADE **AGGREGATE** DED RETENTION \$ KERS COMPENSATION X PEATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 100,000 E.L. EACH ACCIDENT N XWS57237472 01/23/2019 01/23/2020 100,000 E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 500,000 EL DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate Holder is an additional insured (CGL) as required by signed contract CERTIFICATE HOLDER 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. State of New Hampshire NH Dept of Environmental Services P O Box 95 AUTHORIZED REPRESENTATIVE

Concord

NH 03302-0095

Attachment A 2019 Local Source Water Protection Grant Rankings

Grant Reviewer List

Name	Department	Bureau	Title	Justification (Experience)
Paul Susca	NHDES	Drinking Water &	Administrator III	Source Water Protection
:		Groundwater Bureau		Program Manager (13 years)
Pierce Rigrod	NHDES	Drinking Water &	Supervisor VII	Grant Project Management
	ĺ	Groundwater Bureau	· -	(13 years)
Andrew Madison	NHDES	Drinking Water &	Program Specialist III	Grant Project Management
		Groundwater Bureau		(8 years)

Applications and Status

Source Protection Planning Projects

Grant Applicant	Project Location	Grant Amount	Notes
Lakes Region Planning Commission	Plymouth and New Hampton	\$14,000	
Lake Winnipesaukee Association	Meredith	\$16,000	
Strafford Regional Planning Commission	18 Towns included within the Strafford Planning Commission region	\$20,000	
Rockingham Planning Commission	27 Towns included within the Rockingham Planning Commission region	\$20,000	
Stony Brook Cooperative	Rochester	\$20,000	1
Merrimack Village District	Merrimack	\$20,000	
Granite State Rural Water Association	Claremont, Cornish, Croydon	\$19,981	<u> </u>
Pennichuck Water Works	Nashua and Amherst	\$20,000	,
Manchester Water Works	Auburn and Candia	\$20,000	1
Pennichuck Water Works	Nashua	\$20,000	Unable to fund
Manchester Water Works	Manchester, Auburn, Candia, Chester, Hooksett, Allenstown	\$20,000	Unable to fund
Pennichuck Water Works	Nashua, Amherst, Merrimack, Hollis, Milford	\$20,000	Unable to fund
Manchester Water Works	Manchester, Auburn, Candia, Chester, Hooksett, Allenstown	\$20,000	Unable to fund

Source Security Projects

Grant Applicant	Project Location	Grant Amount	Notes
City of Keene	Keene	\$14,500	
Garland Woods Homeowners Assn.	Pelham	\$20,000	
Town of Newport	Newport	\$3,350	
	Berlin	\$20,000	Unable to fund
Town of Errol	Errol	\$18,935	Unable to fund
Town of Newport	Newport	\$8,950	Incligible
Town of Newport	Newport	\$10,875	Ineligible