



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

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**Robert R. Scott, Commissioner**

August 12, 2021

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

REQUESTED ACTION

Authorize the Department of Environmental Services to enter into a grant agreement with the City of Laconia (VC #177419 – B003), Laconia, NH, for a total of \$162,764 for the New Hampshire Boating Infrastructure Grant (BIG) project, effective upon Governor & Council Approval through June 30, 2023. 100% Federal funds.

Funding is available in the account as follows.

	<u>FY 2022</u>
03-44-44-442010-5053-072-500572	\$162,764
Dept. of Environmental Services, Clean Vessel Act, Grants – Federal	

EXPLANATION

The NHDES receives grant funds from the U.S. Fish and Wildlife Service under the provisions of the Boating Infrastructure Grant (BIG). These grants are used to implement projects for transient boats that are 26 feet long or longer. This reimbursement program helps to create variety of facilities for the boating community, ensuring that transient docks for larger boats are available. BIG funding availability is advertised on the NHDES website. Interested applicants submit proposals of the project. The NHDES chooses one applicant per year. Since the BIG program began in 2018, only one applicant has submitted a proposal each year.

There is a need for more transient dock spaces for larger boats on Lake Winnepesaukee because most locations on the lake are reserved for long-term docking. The Laconia municipal docks at Weirs Beach are spaced very tightly together and close to shore making it difficult for larger boats to use them. This project will expand the docking for transient boaters. This request is to assist the City of Laconia in cost recovery for the construction of three dock extensions and removal of five finger docks at the Laconia Municipal Docks using federal funds from the Boating Infrastructure Grant (BIG). Costs that will be covered include supplies, engineering services, and labor.

The total project costs are budgeted at \$226,064. NHDES will provide \$162,764 (72%) of the project costs through the federal grant, and the City of Laconia will provide the remaining costs through cash and in-kind services. A budget is provided in Attachment A.

His Excellency, Governor Christopher T. Sununu  
and The Honorable Council

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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.



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Robert R. Scott, Commissioner

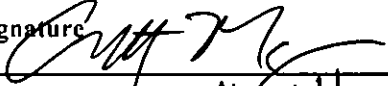
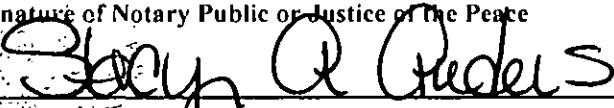
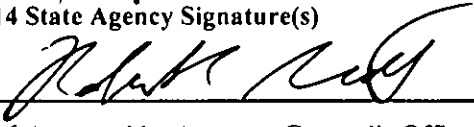
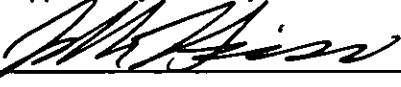
**Subject:** Boating Infrastructure Grant Funding for Laconia Municipal Docks in Laconia

**GRANT AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATIONS**

<b>1.1 State Agency Name</b> NH Department of Environmental Services		<b>1.2 State Agency Address</b> 29 Hazen Drive, Concord, NH 03302-0095	
<b>1.3 Grantee Name:</b> City of Laconia		<b>1.4 Grantee Address</b> 45 Beacon Street East, Laconia, NH 03246	
<b>1.5 Effective Date</b> Upon G&C approval	<b>1.6 Completion Date</b> June 30, 2023	<b>1.7 Audit Date</b> N/A	<b>1.8 Grant Limitation</b> \$162,764
<b>1.9 Grant Officer for State Agency</b> Melanie Cofrin		<b>1.10 State Agency Telephone Number</b> (603) 271- 8803	
<b>1.11 Grantee Signature</b> 		<b>1.12 Name &amp; Title of Grantee Signor</b> Scott Myers, City Manager	
<b>1.13 Acknowledgment:</b> State of <u>New Hampshire</u> , County of <u>Belknap</u> On <u>7/13/21</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> (Seal) 			
<b>1.13.2 Name &amp; Title of Notary Public or Justice of the Peace</b> <u>Stacy A Anders, Notary Public</u>			
<b>1.14 State Agency Signature(s)</b> 		<b>1.15 Name/Title of State Agency Signor(s)</b> Robert R. Scott, Commissioner	
<b>1.16 Approval by Attorney General's Office (Form, Substance and Execution)</b> By:  Attorney, On: <u>8/16/2021</u>			
<b>1.17 Approval by the Governor and Council</b> By: _____ On: / /			

2. **SCOPE OF WORK.** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-O, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the state of New Hampshire.

4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the Effective Date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**

5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete, compensation to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.**

In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the

entity identified as the Grantee in block 1.3 of these general provisions.

8. **PERSONNEL.**

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform such Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3 The 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, formulac, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4 On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. **EVENT OF DEFAULT; REMEDIES.**

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 failure to perform the Project satisfactorily or on schedule; or

11.1.2 failure to submit any report required hereunder; or

11.1.3 failure to maintain, or permit access to, the records required hereunder; or

11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

11.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date

of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and  
11.2.2 give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and  
11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and  
11.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

**12. TERMINATION.**

12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (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 entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no 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 RELATION TO THE STATE.** In the performance of this Agreement, the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, 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 subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

**16. INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, 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 or 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 assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

**22. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**23. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

                      
7-13-21

**EXHIBIT A  
SCOPE OF SERVICES**

This Agreement consists of the following documents: Exhibits A, B, and C, and Attachment A, which are all incorporated herein by reference as if fully set forth herein.

**I. Definitions**

The following definitions apply to this document:

- A. Grantee: The City's duly-authorized representative(s).
- B. City: City of Laconia.
- C. Department: The New Hampshire Department of Environmental Services (NHDES).
- D. BIG: Boating Infrastructure Grant.
- E. Docks: The Laconia Municipal Docks at Weirs Beach located at (43°36'25.2"N, 71°27'28.8"W) that are being reconfigured with grant funds through this Agreement.
- F. Useful Life: the minimum length of time a piece of equipment is expected to last, for this project a period of 25 years, barring destruction caused by an Act of God.
- G. BIG Eligible Boats: vessels that meet the requirements of BIG funding as defined in 50 CFR 86, most notably that the vessels are transient and at least 26 feet long.

**II. Construction of the Docks**

- A. The Grantee will obtain all necessary permits prior to beginning construction. This includes any permits necessary from the NHDES as well as other state government agencies and local agencies.
- B. The expected result of this project is creating 404 feet of dock space that is dedicate to BIG eligible boats. The newly constructed BIG dedicated docks will have a minimum of 5.3 feet of water depth localized at one dock connection location, with typical depths greater than 6 feet. The dock space will be created by adding new sections of dock that extend three currently existing docks. In addition to creating new dock spaces, some of the existing finger docks will be removed to create more space between each dock.
- C. The City will insure the integrity of the docks' construction through the means of competent supervisor on the job site.
- D. The docks will be constructed in full compliance with the requirements of the Americans with Disabilities Act.

**III. Operation of the Docks**

- A. The City will make the docks available to the public and ensure access the shore via the docks is always available so long as the docks are open for use.
- B. The City will not charge a fee for use of the docks unless it is approved in writing by the Department. All revenues from user fees must be applied to the cost of operating and maintaining the facility for the useful life thereof and there will be additional accounting requirements if a fee is charged for the use of the docks.

- C. The portion of the Docks dedicated to BIG Eligible Boats will be made available to transient boaters only for the useful life of the Docks.
- D. The City will display a sign(s) that describes the dock restrictions in regards to boat size. The sign(s) must be easily viewable/readable by the boating public as they approach the docks and include the following information:
  - a. Boats docked in the BIG spaces must be at least 26 feet long.
  - b. City contact information.
  - c. Department and United States Fish and Wildlife Service Sport Fish Restoration (USFWS SFR) logos (as provided by the Department).
  - d. Language (as provided by the Department) describing the federal funding source and Department's administrative role in the project.
- E. The Docks will be painted to indicate where the BIG spaces are and to indicate the restriction of those spaces to boats that are at least 26 feet long.
- F. The Docks will be open for public use at a minimum during summer (approximately June 15 – September 15).
- G. The City will notify the Department if the Docks will have a planned closure during the summer at any point during the useful life of the dock. If the Docks are closed due to an unplanned event, the City will notify the Department as soon as possible.
- H. The docks will remain operational in accordance with the terms of this Agreement for the useful life of the docks. The docks will be maintained and repaired if necessary in order to keep the docks in good operating condition for the useful life of the docks. The City shall be responsible for all such repairs and maintenance, both in identifying the need and assuming all resulting costs.

#### IV. Inspection of Docks

- A. The Grantee will visit the docks at least every other day during the summer (approximately June 15 – September 15) to inspect the docks and ensure they are accessible to the public and in compliance with the designated use, namely that the dedicated spaces for BIG Eligible Boats are used only by BIG Eligible Boats.
- B. The City agrees to take prompt action to correct any violation of the usage of the docks and work to prevent future violations.
- C. The docks shall be subject to inspection by the Department at any time during the useful life of the docks.

#### V. Effective Date

- A. This Agreement shall be effective on the date it is approved by the Governor and Executive Council.
- B. The effective end date shall be June 30<sup>th</sup>, 2023.
- C. The effective end date represents the end date for project funding, however, the requirements expressed herein for dock operation, maintenance, and inspection (Exhibits A and C) remain in effect for the entire useful life of the dock.

**EXHIBIT B  
GRANT AWARD**

**I. Specifications**

- A. The grant award is limited to \$162,764.
- B. If the City complies with all terms of this Agreement, the Department agrees to reimburse for up to 75% of the total cost of the Docks project through BIG funding.
- C. The City will provide at least 25% match. This match will be documented in an invoice. Qualifying match includes:
  - 1. Eligible BIG expenses as paid by the City and not reimbursed by the Department using federal funds of any kind.
  - 2. In-kind goods or services that are necessary to complete the Docks project.
- D. Invoices submitted by the Grantee must be supported by documentation of payment such as copies of paid receipts and cancelled checks, may include the following items:
  - 1. Dock supplies.
  - 2. Labor for construction, engineering services, administration, and other services as needed and allowable.
  - 3. Additional expenses that are required to meet the obligations listed in this Agreement.

**II. Reimbursement Requests**

- A. Invoices for reimbursement may be submitted at any time, and multiple invoices may be submitted if desired. All invoices should be submitted within six months of when the expenses were incurred. Any reimbursement request submitted outside this timeframe will be considered at the discretion of the Department.
- B. The Department will consider reimbursement requests submitted between the effective start date and the effective end date. Any reimbursement request submitted after this date range will be considered at the discretion of the Department.
- C. To request reimbursement, the Grantee must complete and submit a reimbursement request to the Department. The reimbursement request must include an invoice outlining expenses and copies of paid receipts, cancelled checks, paid invoices and/or any additional documentation supporting eligible, paid expenses for the Docks.
- D. The Department will review the submittal and calculate/verify the reimbursement amount. The Department may, at its discretion, deny, reduce, or increase payment to the City. Reimbursement may be denied or reduced if the request contains insufficient supporting information or erroneous data, if the expenses detailed are not reimbursable, if any item of required documentation is not included, or if the minimum 25 percent contribution is not met.
- E. Invoices are subject to the approval of the Department before payment is processed. Invoices may be mailed to the billing address as listed below, scanned and sent to [CVA@des.nh.gov](mailto:CVA@des.nh.gov), or submitted using an online system that is permitted by the Department.


ATTN: Watershed, BIG Program  
NH Dept. of Environmental Services  
29 Hazen Drive, P.O. Box 95  
Concord, NH 03302-0095

Initial   *Q*    
Date   7-13-21



**EXHIBIT C  
SPECIAL PROVISIONS**

- A. Subparagraph 1.7 of the Form P-37, *General Provisions*, shall not apply to this Agreement.
- B. The Docks are not considered high risk, therefore Paragraph 17.1.2 of the Form P-37, *General Provisions*, is deleted and replaced with the following language: "comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts of not less than \$1,000,000 for bodily injury or death any one incident, and \$100,000 for property damage in any one incident;"
- C. The Docks must be maintained in proper operating condition and with 404 feet of dock space reserved for use by boats that are at least 26 feet long for a minimum of 25 years.
- D. Federal funds paid under this agreement are from a grant to the state from U.S. Fish and Wildlife Service, Sport Fish Restoration and Boating Trust Fund under the Boating Infrastructure Grant (CFDA #15.622). All applicable requirements, regulations, provisions, terms and conditions of this federal grant agreement are hereby adopted in full force and effect to the relationship between this Department and the City. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing the Department with the City's Data Universal Numbering System (DUNS) number.
- E. The Grantee agrees to and certifies compliance with all applicable federal laws, regulations, and policies, including but not limited to the Boating Infrastructure Grant Program regulations (50 CFR Part 86).
- F. It shall be the full responsibility of the Grantee to determine if a permit is needed for any work done under the provisions of this Agreement. All necessary permits for work done related to this grant shall be obtained by the Grantee from the appropriate state and local government entities. This includes, but is not limited to, compliance with the New Hampshire Division of Historical Resources and New Hampshire Natural Heritage Bureau.
- G. The Department will determine at its sole discretion if documentation for payment or documentation related to any other stipulation in this Agreement is valid and complete. Any documentation determined by the Department to be invalid, incomplete, or for any other reason unusable will be rejected. Any payments or other actions to be performed by the Department that were contingent on the rejected documents will not be performed until such a time as proper documentation, as determined by the Department, are proffered.
- H. In the event of a failure on the part of the City or Grantee to comply with any provision of this Agreement, the Department may, at its sole discretion, without any liability to the Grantee, deny or reduce payment to the Grantee and/or immediately terminate this agreement.
- I. In the event of a failure on the part of the City or Grantee to comply with any provision of this Agreement during the dock's useful life, the Department may request repayment of grant funds that have been provided to the City, require the docks to be temporarily closed until such time as the funding has been repaid, and/or take additional legal action. The City shall be solely responsible for paying such reimbursement to the Department.

Initial   
Date 7-13-21

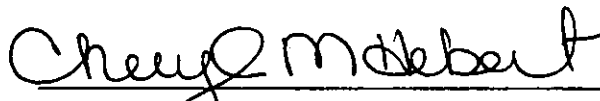
CERTIFICATE of AUTHORITY

I, Cheryl M. Hebert, City Clerk of the city of Laconia, NH, do hereby certify that:

- (1) I am the duly appointed City Clerk;
- (2) at the meeting held on July 12, 2021, the Laconia City Council voted to accept NHDES funds and to enter into a contract with the Department of Environmental Services;
- (3) the city of Laconia, NH further authorized the City Manager 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:

Scott Myers

IN WITNESS WHEREOF, I have hereunto set my hand as the City Clerk of the city of Laconia, NH this 13th day of July, 2021.



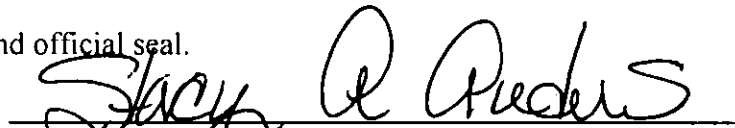
Cheryl M. Hebert, City Clerk

STATE OF NEW HAMPSHIRE

County of Belknap

On this the 13th day of July, 2021, before me Stacey A. Anders, the undersigned officer, personally appeared, Cheryl M. Hebert, who acknowledged herself to be the City Clerk of the city of Laconia, NH and 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.

  
Stacy A. Anders

Commission Expiration Date:

(Seal)





## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) 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, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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 Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> 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 Primex<sup>3</sup>. 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.

<b>Participating Member:</b> City of Laconia 45 Beacon Street East Laconia, NH 03246	<b>Member Number:</b> 213	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <input type="checkbox"/> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2020	7/1/2021	Each Occurrence	\$ 1,000,000
	7/1/2021	7/1/2022	General Aggregate	\$ 2,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>			<input type="checkbox"/> Statutory	
			Each Accident	
			Disease - Each Employee	
			Disease - Policy Limit	
<input type="checkbox"/> <b>Property (Special Risk Includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	

**Description:** Grant. The certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered. Pollution and hazardous waste related liabilities, expenses and claims are excluded from coverage in the coverage document.

<b>CERTIFICATE HOLDER:</b>	<input checked="" type="checkbox"/>	Additional Covered Party	<input type="checkbox"/>	Loss Payee	Primex <sup>3</sup> - NH Public Risk Management Exchange
					By: <i>Mary Beth Purcell</i>
State of NH Department of Environmental Services 29 Hazen Dr. PO Box 95 Concord, NH 03302					Date: 6/23/2021    mpurcell@nhprimex.org
					Please direct Inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax



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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 type="checkbox"/> <b>General Liability (Occurrence Form)</b> <input type="checkbox"/> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence		
			General Aggregate		
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)		
		Aggregate			
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2021	1/1/2022	X Statutory		
			Each Accident		\$2,000,000
			Disease - Each Employee		\$2,000,000
			Disease - Policy Limit		
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)		
Description: Proof of Primex Member coverage only.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
State of NH Department of Environmental Services 29 Hazen Dr. PO Box 95 Concord, NH 03302			By: <i>Mary Beth Purcell</i>
			Date: 6/23/2021 mpurcell@nhprimex.org Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax



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



**Robert R. Scott, Commissioner**

April 19, 2021

Colleen Sculley  
Division of Wildlife and Sport Fish Restoration  
Northeast Region  
U.S. Fish and Wildlife Service  
300 Westgate Center  
Hadley, MA 01035-9589

Dear Ms. Sculley:

The New Hampshire Clean Vessel Act (CVA) Program submitted a request for project review by the NH Division of Historical Resources for proposed actions under the 2021 NH Inland Clean Vessel Act Grant proposal. In order to comply with the National Historic Preservation Act of 1966 (P.L. 89-655), as amended, and as implemented by regulations of the Federal Advisory Council on Historic Preservation ("36 CFR Part 800: Protection of Historic Properties"), the New Hampshire Division of Historical Resources/State Historic Preservation Office reviewed the submittal to identify potential effects on properties listed, or potentially eligible for listing, in the National Register of Historic Places.

It was determined by NH Division of Historical Resources staff that the Identified activities will have "No Historic Properties Affected." Please see the enclosed review document from the State Historic Preservation Office.

We respectfully request your approval for the Section 106 federal compliance requirement.

Susan A. Carlson  
Chief Operations Officer

SAC/mkc

Please mail the completed form and required materials to:

New Hampshire Division of Historical Resources  
State Historic Preservation Office  
Attention: Review & Compliance  
19 Pillsbury Street, Concord, NH 03301-3570

**RECEIVED**  
**MAR 10 2021**

DHR Use Only	
R&C #	12539
Log In Date	3/10/21
Response Date	3/17/21
Sent Date	3/18/21

### Request for Project Review by the New Hampshire Division of Historical Resources

- This is a new submittal  
 This is additional information relating to DHR Review & Compliance (R&C) #:

<b>GENERAL PROJECT INFORMATION</b>	
Project Title 2021 NH Inland Clean Vessel Act Program	
Project Location NH inland waterbodies large enough to have boats with onboard toilets/plumbing	
City/Town Multiple	Tax Map Multiple Lot # Multiple
NH State Plane - Feet Geographic Coordinates: Easting Northing (See RPR Instructions and R&C FAQs for guidance.)	
Lead Federal Agency and Contact (if applicable) US Fish and Wildlife Services (Agency providing funds, licenses, or permits) Permit Type and Permit or Job Reference #	
State Agency and Contact (if applicable) NHDES, Melanie Cofrin Melanie.K.Cofrin@des.nh.gov Permit Type and Permit or Job Reference #	
<b>APPLICANT INFORMATION</b>	
Applicant Name Clean Vessel Act Coordinator, Melanie Cofrin	
Mailing Address 29 Hazen Drive, PO Box 95	Phone Number 603-271-8803
City Concord State NH Zip 03302	Email CVA@des.nh.gov
<b>CONTACT PERSON TO RECEIVE RESPONSE</b>	
Name/Company State of NH, DES WMB Clean Vessel Act	
Mailing Address 29 Hazen Drive, PO Box 95	Phone Number 6032718803
City Concord State NH Zip 03302	Email CVA@des.nh.gov

RECEIVED

MAR 24 2021

By \_\_\_\_\_  
NHDES

This form is updated periodically. Please download the current form at [www.nh.gov/nhdhr/review](http://www.nh.gov/nhdhr/review). Please refer to the Request for Project Review Instructions for direction on completing this form. Submit one copy of this project review form for each project for which review is requested. Include a self-addressed stamped envelope to expedite review response. Project submissions will not be accepted via facsimile or e-mail. This form is required. Review request form must be complete for review to begin. Incomplete forms will be sent back to the applicant without comment. Please be aware that this form may only initiate consultation. For some projects, additional information will be needed to complete the Section 106 review. All items and supporting documentation submitted with a review request, including photographs and publications, will be retained by the DHR as part of its review records. Items to be kept confidential should be clearly identified. For questions regarding the DHR review process and the DHR's role in it, please visit our website at: [www.nh.gov/nhdhr/review](http://www.nh.gov/nhdhr/review) or contact the R&C Specialist at [marika.julian@dncc.nh.gov](mailto:marika.julian@dncc.nh.gov) or 603.271.3558.

**PROJECTS CANNOT BE PROCESSED WITHOUT THIS INFORMATION**

Project Boundaries and Description

- Attach the Project Mapping using *EMMIT* or relevant portion of a 7.5' USGS Map. (See RPR Instructions and R&C FAQs for guidance.)
- Attach a detailed narrative description of the proposed project.
- Attach a site plan. The site plan should include the project boundaries and areas of proposed excavation.
- Attach photos of the project area (overview of project location and area adjacent to project location, and specific areas of proposed impacts and disturbances.) (Informative photo captions are requested.)
- A DHR records search must be conducted to identify properties within or adjacent to the project area. Provide records search results via *EMMIT* or in Table 1. (Blank table forms are available on the DHR website.)  
EMMIT or in-house records search conducted on     /     /     .

Architecture

Are there any buildings, structures (bridges, walls, culverts, etc.) objects, districts or landscapes within the project area?    Yes  No  
If no, skip to Archaeology section. If yes, submit all of the following information:

Approximate age(s):

- Photographs of *each* resource or streetscape located within the project area, with captions, along with a mapped photo key. (Digital photographs are accepted. All photographs must be clear, crisp and focused.)
- If the project involves rehabilitation, demolition, additions, or alterations to existing buildings or structures, provide additional photographs showing detailed project work locations. (i.e. Detail photo of windows if window replacement is proposed.)

Archaeology

Does the proposed undertaking involve ground-disturbing activity?    Yes  No  
If yes, submit all of the following information:

- Description of current and previous land use and disturbances.
- Available information concerning known or suspected archaeological resources within the project area (such as cellar holes, wells, foundations, dams, etc.)

Please note that for many projects an architectural and/or archaeological survey or other additional information may be needed to complete the Section 106 process.

**DHR Comment/Finding Recommendation** *This Space for Division of Historical Resources Use Only*

- Insufficient information to initiate review.    Additional information is needed in order to complete review.
- No Potential to cause Effects    No Historic Properties Affected    No Adverse Effect    Adverse Effect

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*If plans change or resources are discovered in the course of this project, you must contact the Division of Historical Resources as required by federal law and regulation.*

Authorized Signature: Neeshi Mulla, DS/PO     Date: 3/17/21