



The State of New Hampshire
Department of Environmental Services



Clark B. Freise, Assistant Commissioner

April 13, 2017

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

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to amend a grant agreement (PO#9005231) with the Lake Winnepesaukee Association (VC#155053-B001), by extending the completion date to September 1, 2017 from May 31, 2017 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 April 20, 2016 as Item 43. 100% Federal Funds.

EXPLANATION

This amendment is being requested in order to provide the Lake Winnepesaukee Association additional time in which to complete the agreed upon scope of services. The Lake Winnepesaukee Association (LWA) is using grant funds to assist the Town of Meredith to install a rain garden bio-retention basin and improve treatment of stormwater that discharges to Lake Waukewan. LWA wants to ensure the weather conditions are optimal for installation of the rain garden. Additionally, they will be holding a public event at the rain garden and want to ensure it is complete for that event, which will be held in the summer and thereby include seasonal residents.

The Department of Environmental Services issued a request for proposals for 2016 Local Source Water Protection Grants. These grants are funded by set-asides under the Drinking Water State Revolving Loan Fund. Twelve 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 two source security projects, including this project with Lake Winnepesaukee Association.

All other conditions of the original agreement will remain in full effect. This amendment 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.

Clark B. Freise
Assistant Commissioner

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

This Agreement (hereinafter referred to as the "Amendment") dated this 11 day of April, 2017, 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 Lake Winnepesaukee Association, acting by and through its President, 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 April 20, 2016, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

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

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

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

(A) The Completion Date as set forth in sub-paragraph 1.6 of the Agreement shall be changed from May 31, 2017 to September 1, 2017.

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

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

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

LAKE WINNIPESAUKEE ASSOCIATION

By: *Diane Hanley*
Diane Hanley, President, Lake Winnepesaukee Association

STATE OF NEW HAMPSHIRE
COUNTY OF *Belknap*

On this the *11* day of *April*, 2017, before the undersigned officer, personally appeared *Diane Hanley* who acknowledged himself to be the person who executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Dawn E. DiRenzo
Notary Public/Justice of the Peace



My Commission Expires: *3.25.2020*

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By: *Clark Freise*
Clark Freise, A. Commissioner

Approved by Attorney General this *18th* day of *April*, 2017, as to form, substance and execution.

OFFICE OF ATTORNEY GENERAL

By: *Christopher G. Aslin*
Christopher G. Aslin, Assistant Attorney General

CERTIFICATE of AUTHORITY

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

- (1) I am the duly elected Secretary;
- (2) at the meeting held on February 12, 2016, the Lake Winnepesaukee Association voted to accept NHDES funds and to enter into a contract with the NH Department of Environmental Services to complete a source water protection project;
- (3) the Lake Winnepesaukee Association further authorized the President 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 Winnepesaukee Association, this 11th day of April, 2017.



Rick DeMark, Secretary

STATE OF NEW HAMPSHIRE

County of Belknap

On this the 11 day of April, 2017, before me MARIBETH RYAN (Notary Public) the undersigned officer, personally appeared Rick DeMark who acknowledged him/herself to be the Secretary of the Lake Winnepesaukee 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 of Notary Public:

(signature above)

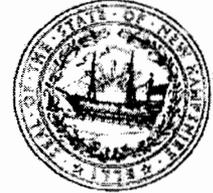
Commission Expiration Date:





The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Amy Hudson



Thomas S. Burack, Commissioner

March 21, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

APPROVED G & C
DATE 4/20/16
ITEM # 43

REQUESTED ACTION

Authorize the Department of Environmental Services to award a Local Source Water Protection grant to the Lake Winnepesaukee Association (VC # 155053B001), Meredith, NH in the amount of \$16,770 to complete a project to protect public drinking water systems, effective upon Governor and Council approval through May 31, 2017. 100% Federal Funds.

Funding is available as follows:

03-44-44-441018-4718-072-500574
Dept. Environmental Services, DWSRF Administration, Grants- Federal

FY2016
\$16,770

EXPLANATION

The Department of Environmental Services issued a request for proposals for 2016 Local Source Water Protection Grants. These grants are funded by set-asides under the Drinking Water State Revolving Loan Fund. Twelve 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 two source security projects. See attachment A for the proposal rankings and list of reviewers.

The Lake Winnepesaukee Association (LWA) will use grant funds to assist the Town of Meredith to install a rain garden bio-retention basin and improve treatment of stormwater that discharges to Lake Waukewan.

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.

We respectfully request your approval.

Thomas S. Burack
Thomas S. Burack
Commissioner

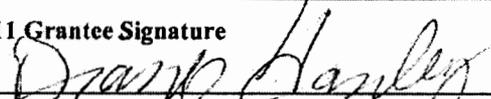
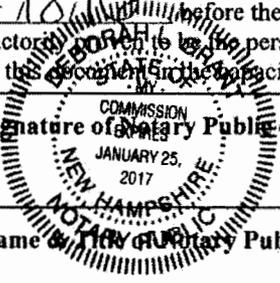
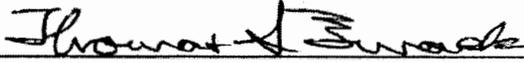
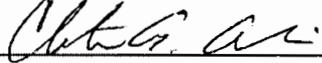
Subject: Lake Winnepesaukee Association

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 Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302-0095	
1.3 Grantee Name: Lake Winnepesaukee Association		1.4 Grantee Address PO Box 1624, Meredith, NH 03253	
1.5 Effective Date Upon G&C approval	1.6 Completion Date May 31, 2017	1.7 Audit Date N/A	1.8 Grant Limitation \$16,770
1.9 Grant Officer for State Agency Amy Hudnor NH Department of Environmental Services		1.10 State Agency Telephone Number (603) 271- 2950	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor Diane Hanley, President	
1.13 Acknowledgment: State of <u>New Hampshire</u> , County of <u>Solknap</u> On <u>2/18/16</u> before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactory proof is by 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.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2 Name of Notary Public or Justice of the Peace			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Thomas S. Burack, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By:  Attorney, On: <u>3/28/16</u>			
1.17 Approval by the Governor and Council 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, 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 (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.

EXHIBIT A
SCOPE OF WORK

Lake Winnepesaukee Association:

The Lake Winnepesaukee Association (LWA) will use NHDES Local Source Water Protection grant funds to assist the Town of Meredith to install a rain garden bio-retention basin and improve treatment of stormwater that discharges to Lake Waukegan. The lake is the Town's municipal drinking water supply source and is currently listed on the state's 303(d) list of impaired waters due to a dissolved oxygen (DO) and DO saturation impairment and a cyanobacteria (hepatotoxic microcystins) impairment.

Stormwater improvements will be made at the Waukegan Bath House site located on Waukegan Street at the southern end of the lake. Improvements will include installation of a rain garden and re-grading of the parking lot to a centrally located catch basin. Site improvements will be constructed according to site plans developed by the University of New Hampshire (UNH) Stormwater Center (dated 1/15/2016). Stormwater improvements will reduce contaminants in untreated runoff from entering into the lake. The Town will be responsible for maintenance and repair of the stormwater system under an *operations and maintenance agreement* developed as part of this agreement. Specifically, the following tasks as described in the application submitted to NHDES will be accomplished:

Task 1: Planning and Project Management

- a. LWA will review UNH site design plans, scope of work and timeline with Meredith Department of Public Works (DPW) and Meredith Parks and Recreation.
- b. LWA will assist in determining and obtaining all necessary permits and report to NHDES when permits are obtained in advance of construction.
- c. LWA will solicit volunteers from Meredith Community Garden Club and Waukegan residents to assist with the installation of rain garden plantings. A list of volunteers and summary of volunteer activities will be provided to NHDES.

Task 2: Construction of best management practices

- a. The Town of Meredith Department of Public Works (DPW) will pave the parking area and grade so that runoff is directed toward a paved swale.
- b. Meredith DPW will construct a paved swale to receive parking lot runoff and convey run-off to a rain garden.
- c. Meredith DWP will complete the construction of a rain garden and install a new catch basin with oil and floating debris trap other improvements necessary to complete the final design. Volunteers will assist with rain garden plantings.

Grantee Initials *DJA*
Date *2/12/16*

- d. Meredith DPW and UNH will conduct final inspection confirming stormwater practices are properly installed and functional. A record of that inspection will be provided to NHDES.
- e. LWA will draft an operations and maintenance agreement for the DPW to maintain the parking lot and catch basin with oil/water separator. Meredith Parks and Recreation, in the same or a separate agreement, will be responsible for maintaining the rain garden. LWA will forward draft maintenance plans to NHDES for review and comment. Final copies signed by authorized municipal representatives will be provided to NHDES.

Task 3: Educate watershed residents and businesses through outreach

- a. Draft two press releases and convene a stormwater workshop to review highlight the improvements at the site. The workshop will review the rain garden design, maintenance requirements and highlight the reductions in contaminants entering the lake. A copy of the agenda, presentation(s), and list of attendees will be forwarded to NHDES. The presentation will be made available on either the LWA or Town of Meredith's website.

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 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 associated invoice. **If invoice is less than 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: Planning and Project Management	\$1,470.00
Task 2: Construction of best management practices	\$ 14,390.00
Task 3: Educate watershed residents and businesses through outreach	\$ 660.00
Task 4: Final Report	\$ 250.00
TOTAL	\$16,770.00

Grantee Initials *DJA*
Date *2/18/16*

EXHIBIT C
SPECIAL PROVISIONS

Subparagraphs 1.7 of the General Provisions shall not apply to this Agreement. The comprehensive public liability insurance requirement against all claims of bodily injuries, death, or property damage under Subparagraph 17.1.2 of the General Provisions shall be reduced to \$1,000,000 for bodily injury, death or property damage 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 Services or reallocation of grant funds require DES approval in advance. Payments will be made based on submitted invoices.

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.

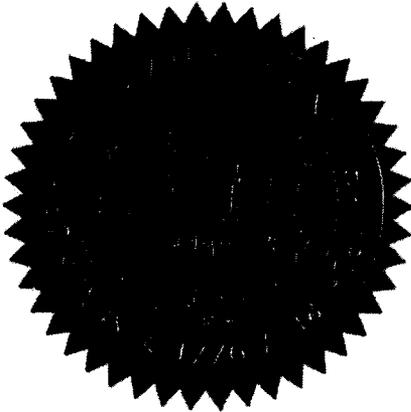
Federal Funds paid under this agreement are from a Grant to the State from the U.S. Environmental Protection Agency, Drinking Water State Revolving Fund Set-Asides under CFDA #66.468. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant are hereby adopted in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

Grantee Initials *DGH*
Date *2/18/10*

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 formed November 18, 1976. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of March, A.D. 2016

A handwritten signature in black ink, appearing to read "William M. Gardner", is written in a cursive style.

William M. Gardner
Secretary of State

CERTIFICATE of AUTHORITY

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

- (1) I am the duly elected Secretary;
- (2) at the meeting held on February 12, 2016, the Lake Winnepesaukee Association voted to accept NHDES funds and to enter into a contract with the NH Department of Environmental Services to complete a source water protection project;
- (3) the Lake Winnepesaukee Association further authorized the President 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 Winnepesaukee Association, this 12th day of February, 2016.



Rick DeMark, Secretary

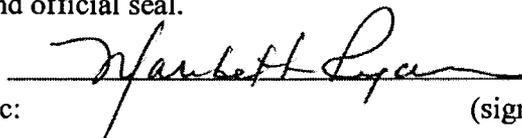
STATE OF NEW HAMPSHIRE

County of Belknap

On this the 12th day of February, 2016, before me MARIBETH RYAN (Notary Public) the undersigned officer, personally appeared Rick DeMark who acknowledged him/herself to be the Secretary of the Lake Winnepesaukee Association being authorized so to do, executed the foregoing instrument for the purpose therein contained.

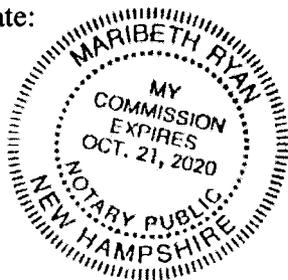
In witness whereof, I have set my hand and official seal.

Name of Notary Public:



(signature above)

Commission Expiration Date:
(Seal)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/24/2016

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Fairley Kenneally PHONE (A/C No, Ext): (603)293-2791 FAX (A/C No): (603)293-7188 E-MAIL ADDRESS: fairley@esinsurance.com
INSURED Lake Winnepesaukee Association PO Box 1624 Meredith NH 03253	INSURER(S) AFFORDING COVERAGE INSURER A: Markel INSURER B: Liberty Mutual Agency Corporation INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES	CERTIFICATE NUMBER: 2016	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	850266422040-1	1/23/2016	1/23/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC5-316-608964-016	1/23/2016	1/23/2017	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 100,000

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

CERTIFICATE HOLDER State of New Hampshire NH Dept of Environmental Services 29 Hazen Drive; P O Box 95 Concord, NH 03302-0095	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE F Kenneally/FAIRLE <i>Fairley Kenneally</i>
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Attachment A
2016 Local Source Water Protection Grant Rankings

Grant Reviewer List

Name	Department	Bureau	Title	Justification (Experience)
Paul Susca	NHDES	Drinking Water & Groundwater Bureau	Administrator III	Source Water Protection Program Manager (11 years)
Pierce Rigrod	NHDES	Drinking Water & Groundwater Bureau	Supervisor VII	Grant Project Management (11 years)
Amy Hudnor	NHDES	Drinking Water & Groundwater Bureau	Program Planner I	Grant Project Management (3 years)

Applications and Rankings
Source Protection Planning Projects

Grant Applicant	Project Location	Grant Amount	Rank	Notes
Rockingham Planning Commission	Seabrook	\$9,500	1	
Green Mountain Conservation Group	Eaton, Effingham, Freedom, Ossipee, Madison, Sandwich, Tamworth	\$19,387	2	
Lake Winnepesaukee Association	Meredith	\$16,770	3	
Town of Merrimack	Merrimack	\$19,800	4	
City of Concord	Concord	\$20,000	5	
Strafford Regional Planning Commission	Newmarket	\$19,960	6	
Lower Bartlett Water Precinct	Bartlett	\$8,908	7	
Pennichuck Water Works	Nashua, Amherst, Merrimack, Hollis, Milford	\$20,000	8	
City of Manchester	Manchester, Auburn, Candia, Chester, Hooksett	\$20,000	9	
Town of Ashland	Ashland	\$0		<i>Unable to fund</i>

Source Security Projects

Grant Applicant	Project Location	Grant Amount	Rank	Notes
Town of Northumberland	Northumberland	\$6,300	1	
Town of Exeter	Exeter	\$16,045	2	

