



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

Clark B. Freise, Assistant Commissioner



April 17, 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#9005229) with the Green Mountain Conservation Group (VC#158389B001), by extending the completion date to December 31, 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 40. 100% Federal Funds.

EXPLANATION

This amendment to the grant agreement is being requested in order to provide the Green Mountain Conservation Group additional time in which to complete the agreed upon scope of services. Green Mountain Conservation Group is providing outreach and education programs that focus on groundwater protection and minimizing the release of harmful contaminants into groundwater within the Ossipee Watershed. Due to unforeseen projects that took important staff time away from this project, GMCG needs additional time to ensure the success of this project.

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 Green Mountain Conservation Group. To date, none of the grant funds have 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.

  
\_\_\_\_\_  
Clark B. Freise  
Assistant Commissioner

**Grant Agreement with the Green Mountain Conservation Group  
Local Source Water Protection Grant  
Amendment No. 1**

This Agreement (hereinafter referred to as the "Amendment") dated this 20 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 the Green Mountain Conservation Group, acting by and through its Executive Director, Blair Folts (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 December 31, 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.

GREEN MOUNTAIN CONSERVATION GROUP

By: *Blair Folts*  
Blair Folts, Executive Director, Green Mountain Conservation Group

STATE OF NEW HAMPSHIRE  
COUNTY OF *Carroll*

On this the *20<sup>th</sup>* day of *April*, 2017, before the undersigned officer, personally appeared Blair Folts 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.

*Celine M. Bergeron*  
Notary Public/Justice of the Peace  
CELINE M. BERGERON, Notary Public  
My Commission Expires: ~~My~~ Commission Expires September 18, 2018

THE STATE OF NEW HAMPSHIRE  
Department of Environmental Services

By: *Sarah King*  
*Sarah King, Administrator, Commissioner's Office*

Approved by Attorney General this *2<sup>nd</sup>* day of *May*, 2017, as to form, substance and execution.

OFFICE OF ATTORNEY GENERAL

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

at the Office Certificate of Vote of Authorization

I, Mr. Wogman, Board Chair of Green Mountain Conservation Group (GMCG), do hereby certify that (1) I am the duly elected and acting board chair of the GMCG, a non-profit organization dedicated to promoting watershed protection practices; (2) I sign and maintain or cause to be maintained and am familiar with the minutes of the GMCG; (3) I am duly authorized to issue certificates with respect to the contents of such minutes; (4) at the vote of the trustees held through email communication on April 12<sup>th</sup> and 13<sup>th</sup>, 2017, GMCG Board of Trustees voted to extend the grant agreement with the NH Department of Environmental Services to complete source water protection project number SWP-260 by December 31, 2017. GMCG trustees further authorized the Executive Director to execute any documents which may be necessary to effectuate this grant agreement; (5) 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 (6) the following person has been appointed to and now occupies the office indicated under item (4) above: Blair Folts

IN WITNESS WHEREOF, I have hereunto set my hand as the Board Chair of GMCG this 13<sup>th</sup> day of April, 2017.

*Lawrence N. Wogman*

Signature Mr. Lawrence N. Wogman

STATE OF NEW HAMPSHIRE

County of Carroll

On this the 13<sup>th</sup> day of April, 2017, before me Cheryle A. Feirick (Notary Public) the undersigned officer, personally appeared Mr. Lawrence N. Wogman who acknowledged himself to be the Board Chair of Green Mountain Conservation Group 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

*Cheryle A. Feirick*

Notary Public



My Commission Expires: June 29, 2021



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/11/2017

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).

<b>PRODUCER</b> Infinger Insurance 234 White Mountain Highway P.O. Box 2010 Conway NH 03818	<b>CONTACT NAME:</b> Kimberly Wood <b>PHONE (A/C, No, Ext):</b> (603) 447-5123 <b>FAX (A/C, No):</b> (603) 447-5126 <b>E-MAIL ADDRESS:</b>													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Ohio Security Insurance Co</td> <td></td> </tr> <tr> <td>INSURER B: Ohio Casualty Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ohio Security Insurance Co		INSURER B: Ohio Casualty Insurance Company		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> Green Mountain Conservation Group PO Box 95 Effingham NH 03882														

**COVERAGES**                      **CERTIFICATE NUMBER:** CL1741174887                      **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.

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		BKS (17) 56770149	9/1/2016	9/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		BAS (17) 56770149	9/1/2016	9/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		USO (17) 56770149	9/1/2016	9/1/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A XWS (17) 56770149 3A States Included - NH	9/1/2016	9/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Department of Environmental Services 29 Hazen Drive Concord, NH 03302-0095	<b>CANCELLATION</b>  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  M Infinger, AAI/KWOOD
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The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**

*Amy Heald*

Thomas S. Burack, Commissioner

March 28, 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 # 40

REQUESTED ACTION

Authorize the Department of Environmental Services to award a Local Source Water Protection grant to the Green Mountain Conservation Group (VC # 158389B001), Effingham, NH in the amount of \$19,387 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  
\$19,387

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.

Green Mountain Conservation Group will use the funds to provide outreach and education programs that focus on groundwater protection and minimizing the release of harmful contaminants into groundwater within the Ossipee Watershed.

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: Green Mountain Conservation Group**

**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> Green Mountain Conservation Group		<b>1.4 Grantee Address</b> 196 Huntress Bridge Rd. PO Box 95, Effingham, NH 03882	
<b>1.5 Effective Date</b> Upon G&C approval	<b>1.6 Completion Date</b> May 31, 2017	<b>1.7 Audit Date</b> N/A	<b>1.8 Grant Limitation</b> \$19,387
<b>1.9 Grant Officer for State Agency</b> Amy Hudnor NH Department of Environmental Services		<b>1.10 State Agency Telephone Number</b> (603) 271- 2950	
<b>1.11 Grantee Signature</b> <i>Brian Polts</i>		<b>1.12 Name &amp; Title of Grantee Signor</b> Brian Polts, EXECUTIVE DIRECTOR	
<b>1.13 Acknowledgment:</b> State of <u>New Hampshire</u> , County of <u>Carroll, ss</u> On <u>03/16/2016</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) <i>A. Elizabeth Priebe</i>		<b>My commission expires</b> <u>02-06-2018</u>	
<b>1.13.2 Name &amp; Title of Notary Public or Justice of the Peace</b> <i>A. Elizabeth Priebe Notary Public</i>			
<b>1.14 State Agency Signature(s)</b> <i>Thomas S. Burack</i>		<b>1.15 Name/Title of State Agency Signor(s)</b> Thomas S. Burack, Commissioner	
<b>1.16 Approval by Attorney General's Office (Form, Substance and Execution)</b> By: <i>[Signature]</i> Sr. Assist. Attorney, On: <u>4/2/2016</u>			
<b>1.17 Approval by the Governor and Council</b> By: _____ On: <u>1/1</u>			

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 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 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**

Green Mountain Conservation Group:

Green Mountain Conservation Group (GMCG) will use New Hampshire Department of Environmental Services (NHDES) grant funds to provide outreach and education programs that focus on groundwater protection and minimizing the release of harmful contaminants into groundwater within the Ossipee Watershed.

Specifically, the following tasks, as described in the application submitted to NHDES, will be accomplished:

**1. Form a Groundwater Protection Advisory Committee**

A Groundwater Protection Advisory Committee will be formed and consist of representatives from the community including town planning and select boards, public water systems, conservation commissions and businesses throughout the Ossipee Watershed. The Committee will meet on at least five (5) occasions throughout the grant period and assist with outreach and educational tasks listed below. Committee members list, meeting minutes and other meeting materials will be provided to NHDES.

**2. Host Two Educational Presentations**

GMCG will organize two public presentations concerning best management practices (BMPs) for groundwater protection. One of the presentations will summarize research in the watershed including a water well study with 100 residents and businesses. The presentation will review methods to analyzing soil, surface water and different fish species for a variety of parameters, including mercury levels, throughout the Ossipee Watershed. The second presentation will be on the topic of groundwater protection. Speaker profiles and outlines of presentations will be forwarded to NHDES for review in advance of announcing the speakers. Agendas, presentations and other meeting materials used will be provided to NHDES.

*not done for Sept 26  
Dr. Newton*

**3. Host NHDES Green SnowPro Training**

Promote and host a UNH Green Snow Pro training and certification to certify and offer a refresher to keep local road agents and independent contractors up to date with certification. List of attendees will be provided to NHDES.

**4. GET WET! Education in Eight NH Schools**

Provide environmental education services to fourth, fifth or sixth grades in eight elementary schools in the watershed focused on safe drinking water and following the Groundwater Education Through Water Evaluation and Testing! (Get Wet!) curricula (October 2008, Thorton). Visit each classroom three times to provide students grade-appropriate presentations consistent with Get Wet! curricula regarding aquifers, well water testing and water chemistry. List of schools, dates of presentations and number of students attending educational programs and copies of relevant teaching materials and provide to NHDES in advance for review and comment. Teacher and/or student feedback will be requested immediately after the visits, summarized and submitted to NHDES.

Grantee Initials *PA*

Date *16 March 11*

## 5. Ossipee Aquifer Protection Brochure

Drawing upon available NHDES guidance documents, two high-quality brochures will be created and distributed. Brochures will be provided to 5,000 homeowners in the watershed (at least 1,300 will be mailed and the remaining distributed throughout the community at town buildings, some local businesses and at GMCG presentations) and a second brochure will be provided to businesses considered to be PCSs that are or may be using regulated substances. Following NHDES guidance, brochures will include:

- a) Information about the Ossipee Aquifer and its value to residents.
- b) Groundwater vulnerability to contamination, best management practices, emergency spill response and local case studies that underscore the public health concerns and economic importance of groundwater protection.
- c) Homeowner and business guidance that provides simple, realistic actions to protect shared drinking water resources.
- d) Emergency contact information that is current and verified by local and/or state emergency response managers.

Brochures will be reviewed by a cross-section of residents and businesses in a focus group and feedback will be solicited by the project manager for the Advisory Committee. The Committee will finalize and provide a final draft of brochures to NHDES for review and comment.

## 6. Contact PCSs for BMP/Education Using NHDES Guidance and Plan for On-going BMP Education

- a) Determine a sustainable approach to continue educational activities (BMP surveys and mailings) to continue after the grant ends. Discuss participation by municipal or public water systems as possible options for continuation of these activities. Summarize discussions and agreements to continue activities will be provided to NHDES.
- b) Draft a brief written PCS outreach plan, consistent with NHDES PCS guidance, to achieve groundwater education goals. Submit outreach plan, strategies and methods to meet educational goals and objectives to NHDES for review.
- c) Identify other entities (e.g., public water systems, towns) that currently distribute NHDES' groundwater education every three years in the watershed to PCSs or local residents and coordinate efforts. Summarize other similar educational activities and coordination of those activities.
- d) Building on the tasks noted above, prioritize outreach to PCSs identified in GMCG's "*An Assessment of Groundwater Vulnerability in the Ossipee Watershed*" (2009) using regulated substances within "regulated containers" having a capacity to hold five or more

Grantee Initials BJA  
Date 16 MARCH 14

gallons. Consistent with NHDES guidance, GMCG will contact PCSs to determine whether regulated substances are present in regulated containers. GMCG staff or volunteers will then provide PCSs with regulated containers brochures developed in Task 5, NHDES BMP guidance materials (brochures, fact sheets) and copies of Env-Wq 401, *Best Management Practices for Groundwater Protection*. Informational materials will be delivered through on-site visits or email/mail sent to PCSs unable to accommodate an in-person visit. All questions regarding compliance with Env-Wq 401, *Best Management Practices for Groundwater Protection* will be referred to an appropriate local authority or NHDES. Provide NHDES a list indicating which PCSs were contacted, visited or emailed/mailed educational materials.

- e) Develop a feedback loop through a paper and/or online survey to receive comment on the PCS educational programs (clarity and effectiveness) delivered to businesses and/or residents. Submit survey link and summary of feedback to NHDES.

#### **7. Outreach and Education to the Community on BMPs for Groundwater Protection**

- a) Perform outreach and education to the community on BMPs for groundwater protection through press releases, posters and new display for businesses and homeowners. Drafts of all community outreach materials will be provided to NHDES in advance for review and comment.

**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.**

Grantee Initials BJ

Date 16 JAN 16

**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:

<b>Task Number/Description</b>	<b>Source Water Protection Grant</b>
1. Groundwater Protection Advisory Committee	\$2,650.00
2. Host Two Educational Presentations	\$2,000.00
3. Host Green SnowPro Training	\$900.00
4. GET WET! Education in NH Schools	\$4,137.00
5. Ossipee Aquifer Protection Brochure and Magnets	\$2,500.00
6. Visit Businesses for BMP/Education and Produce Model for Ongoing BMP Surveys and Education	\$5,000.00
7. Community Outreach/Education on Groundwater Protection	\$2,200.00
<b>TOTAL:</b>	<b>\$19,387.00</b>

**EXHIBIT C**  
**SPECIAL PROVISIONS**

Subparagraph 1.7 of the General Provisions shall not apply to this Agreement. Subparagraph 17.1.2 of the General Provisions is amended to reduce the comprehensive general liability coverage for all claims of bodily injuries, death or property damage to amounts not less than \$1,000,000 per occurrence.

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 BJ  
Date 16 MARCH 16

# 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 THE GREEN MOUNTAIN CONSERVATION GROUP is a New Hampshire nonprofit corporation formed January 9, 1998. 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 17<sup>th</sup> day of March, A.D. 2016

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# Certificate of Vote of Authorization

I, Mr. Knirk, Board Chair of Green Mountain Conservation Group (GMCG), do hereby certify that (1) I am the duly elected and acting board chair of the GMCG, a non-profit organization dedicated to promoting watershed protection practices; (2) I sign and maintain or cause to be maintained and am familiar with the minutes of the GMCG; (3) I am duly authorized to issue certificates with respect to the contents of such minutes; (4) at the vote of the trustees held through email communication on February 11, 2016, GMCG Board of Trustees voted to enter into a grant agreement with the NH Department of Environmental Services to complete a source water protection project. GMCG trustees further authorized the Executive Director to execute any documents which may be necessary to effectuate this grant agreement; (5) 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 (6) the following person has been appointed to and now occupies the office indicated under item (4) above: Blair Folts

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of GMCG this 17<sup>th</sup> day of March, 2016.

Jerry Knirk

Signature Mr. Jerry Knirk

STATE OF NEW HAMPSHIRE

County of ~~Watertown~~ Carroll

On this the 17<sup>th</sup> day of March, 2016, before me Anger Brownell (Notary Public) the undersigned officer, personally appeared Mr. Jerry Knirk who acknowledged himself to be the Board Chair of Green Mountain Conservation Group 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.

Anger D. Brownell  
Notary Public

My Commission Expires: 6/10/20



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/11/2016

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).

<b>PRODUCER</b> Infinger Insurance 234 White Mountain Highway P.O. Box 2010 Conway NH 03818	<b>CONTACT NAME:</b> Kimberly Wood <b>PHONE (A/C, No, Ext):</b> (603) 447-5123 <b>E-MAIL ADDRESS:</b> <b>FAX (A/C, No):</b> (603) 447-5126													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Ohio Security Insurance Co</td> <td></td> </tr> <tr> <td>INSURER B: Ohio Casualty Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ohio Security Insurance Co		INSURER B: Ohio Casualty Insurance Company		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> Green Mountain Conservation Group PO Box 95 Effingham NH 03882														

**COVERAGES**      **CERTIFICATE NUMBER:** CL1621173681      **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			BKS (16) 56770149	9/1/2015	9/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			BAS (16) 56770149	9/1/2015	9/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO (16) 56770149	9/1/2015	9/1/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ PER STATUTE   OTH-ER
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	XWS (16) 56770149	9/1/2015	9/1/2016	E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

### CERTIFICATE HOLDER

clane@gmcg.org

State of NH  
Dept. of Environmental Services  
29 Hazen Drive  
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

M Infinger, AAI/MMAC

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**Attachment A**  
**2016 Local Source Water Protection Grant Rankings**

**Grant Reviewer List**

<b>Name</b>	<b>Department</b>	<b>Bureau</b>	<b>Title</b>	<b>Justification (Experience)</b>
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*

<b>Grant Applicant</b>	<b>Project Location</b>	<b>Grant Amount</b>	<b>Rank</b>	<b>Notes</b>
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*

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