



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



**Thomas S. Burack**  
Commissioner

July 25, 2014

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

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a grant agreement with Goodhue & Hawkins Navy Yard, LLC (VC#259844 B001), Wolfeboro, NH, not to exceed \$13,000 to complete the installation for an existing pumpout station and to pay for seasonal operation and maintenance costs, effective upon Governor and Council approval through January 31, 2016. 100% Federal Funds.

Funding is available in the account as follows:

	<u>FY2015</u>
03-44-44-442010-2061-072-500572	\$13,000
Dept of Environmental Services, Clean Vessel Act, Grants-Federal	

EXPLANATION

The Department of Environmental Services (DES) receives grants from the U.S. Fish and Wildlife Service under the provisions of the Clean Vessel Act (CVA). This funding is used to provide grants to marinas to build, repair, and maintain boat sewage pumpout and dump station facilities. These federal funds provide 75% of the total cost to install or repair a boat sewage pumpout facility. The grantee must supply a minimum of 25% contribution towards the total.

This funding availability is advertised on the DES website and in annual communication with the marinas. Interested applicants submit site and pumpout facility information to the CVA program for review and approval. Participation is limited to facilities willing to comply with the agreement scope of services. Since the initial award, participation has not exceeded the available funds and typically involves eight marinas or less per season. The operation and maintenance funding helps to ensure New Hampshire's existing pumpout stations remain in proper working condition.

Since 1975, all NH inland waters are designated as a "No Discharge Area." Sewage, treated or untreated, and greywater is prohibited in overboard discharge per RSA 487:2-3. Stationary pumpout facilities offer a public service to remove sewage and greywater in order to comply with this law. Goodhue & Hawkins is a public facility on Lake Winnepesaukee offering boat

[www.des.nh.gov](http://www.des.nh.gov)

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095  
(603) 271-3503 • TDD Access: Relay NH 1-800-735-2964

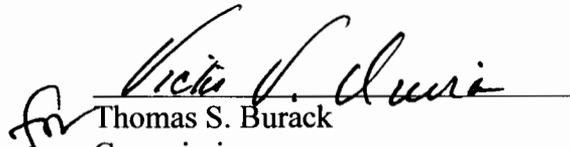


sales and storage, and gasoline service. In 2002, Goodhue & Hawkins installed a CVA funded pumpout station. The first two years of operation for the pumpout station were under the management of ExpoNorth and involved a holding tank. The holding tank was removed during renovations which left the pumpout station inoperable when ownership of the marina changed in March 2004. Now, the NH DES Clean Vessel Act Program and the marina have determined that this pumpout station is needed in Wolfeboro Bay to ensure that boats in that part of the lake will have easy access to pumpout facilities, which, in turn, will help to protect water quality in the lake.

The request for federal funding is to repair the pumpout system and continue seasonal operation and maintenance once operation resumes. The grantee will provide matching funds of at least 25% of the total cost or \$4334 if the total grant amount is used. This repaired facility will bring the number of operational, public stationary disposal facilities on Lake Winnepesaukee to fourteen.

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

We respectfully request your approval.

  
Thomas S. Burack  
Commissioner



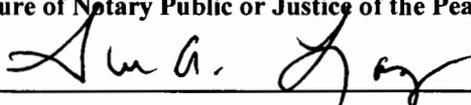
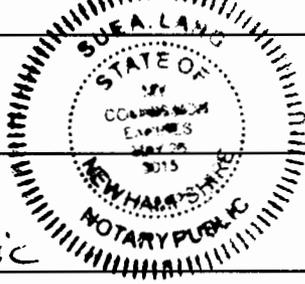
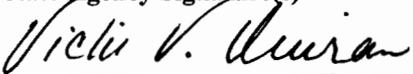
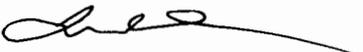
## GRANT AGREEMENT

Subject: Pumpout Facility Repair

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

### GENERAL PROVISIONS

#### 1. IDENTIFICATIONS AND DEFINITIONS

<b>1.1 State Agency Name</b> Department of Environmental Services		<b>1.2 State Agency Address</b> 29 Hazen Drive PO Box 95 Concord, NH 03301	
<b>1.3 Grantee Name</b> Goodhue & Hawkins Navy Yard, LLC		<b>1.4 Grantee Address</b> 244 Sewall Fall Road PO Box 853 Wolfeboro NH 03894	
<b>1.5 Effective Date</b> Upon G&C approval	<b>1.6 Completion Date</b> January 31, 2016	<b>1.7 Audit Date</b> N/A	<b>1.8 Grant Limitation</b> \$13,000
<b>1.9 Grant Officer for State Agency</b> Melanie Titus, CVA Program Coordinator		<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> Steve Durgan, Manager Goodhue & Hawkins Navy Yard, LLC	
<b>1.13 Acknowledgment:</b> State of <u>New Hampshire</u> , County of <u>Merrimack</u> On <u>5/19/14</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>Sue A. Lang, Notary Public</u>			
<b>1.14 State Agency Signature(s)</b> 		<b>1.15 Name/Title of State Agency Signor(s)</b> <u>for</u> Thomas S. Burack, Commissioner	
<b>1.16 Approval by Attorney General's Office (Form, Substance and Execution)</b> By:  Attorney, On: <u>8/7/2014</u>			
<b>1.17 Approval by the Governor and Council</b> By: _____ On: <u> / /</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 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 SERVICES**

**I. Definitions**

The following definitions apply to this document:

- A. Grantee: The owner of the Marina or the owner's duly-authorized representative.
- B. Boat sewage pumpout station (also called "pumpout station"): A location with equipment designed and used for the sole purpose of removing human wastes from boats, from either plumbed systems or portable toilets on such boats. The term includes fixed (stationary) and trailered (portable) units.
- C. Department: The New Hampshire Department of Environmental Services (DES), Clean Vessel Act (CVA) Program.
- D. Grant Officer for CVA Program (DES): Clean Vessel Act Coordinator
- E. Marina: The Grantee's facility that is the subject of this Agreement, where boats are stored and/or serviced, and/or where boats otherwise congregate and where a pumpout station is available.
- F. O&M Funds: Money provided from the Department to the Grantee for the sole purpose of operation and maintenance (O&M) of a boat sewage pumpout station in accordance with this Agreement.
- G. Operations Period: The boating season (approximately April 1 through November 30).

**II. Initial Certification**

The Grantee hereby certifies that the following conditions are true as of the date of this application:

- A. The Marina has a boat wastewater pumpout station that is in compliance with all applicable State and local permit and health requirements and all applicable State and local codes;
- B. The pumpout station is intended to be used for the collection of boat wastewater (sewage and greywater) only, and no bilge water or oily waste will be collected;



- C. The pumpout station is located such that it is reasonably available to transient boats of sufficient size to be equipped with holding tanks; and
- D. The estimate for costs to finish the pumpout installation is accurately described in Attachment A.

### **III. Grantee Tasks**

The grantee shall perform the following tasks:

- A. Provide for all necessary electrical service installation, hook up to the town sewer, and miscellaneous supplies/labor. Regarding all work done to complete the installation of the pumpout station, the grantee must:
  - 1. Submit itemized invoices to DES for reimbursement when payment is needed, following the guidelines in Exhibit B.
  - 2. Provide the necessary documentation of the grantee's 25% match. This will include any time spent by personnel assembling the pumpout system.
- B. Obtain any local or State permits as noted in Exhibit C.
- C. Erect a sign, provided by the DES, indicating the facility is equipped to receive boat sewage from portable toilets and fixed toilet systems.
- D. Make the pumpout station at the Marina available to the general public during the Marina's regular business hours throughout the Operations Period in accordance with the terms of this Agreement. The Grantee will not discriminate against any person on the basis of sex, age, handicap, race, color, creed, or national origin, in the use of the pumpout station. The Grantee will not charge a fee in excess of \$5.00 (or following the guidelines in 50CFR85.44) per pumpout service.
- E. Keep pumpout usage logs throughout the Operations Period on forms provided by the Department, and will submit the logs to the Department with the request for reimbursement (following guidelines in Exhibit B). Usage logs will contain each pumpout service performed at the marina during the boating season and the fees, if any, that were collected.
- F. If unusually cold or severe weather places the pumpout station at risk of damage, the Grantee may delay the opening of the pumpout station until after April 1st or winterize the system prior to November 30th. No penalty shall be incurred by the Grantee for a delayed opening or early shutdown that is due to a reasonable cause.
- G. If a marina encounters substantial expense due to unusual maintenance problems, the Grantee may request an exception, and if the request is approved, an amount



over the grant limitation may be awarded subject to availability of funds and paperwork processing.

H. O&M Funds may not be provided to the Grantee if:

1. The Marina's pumpout station is out of service for an extended period of time, whether consecutively or not, unless a reasonable effort is being made to address the issue.
2. During the Operations Period, the Department receives three or more complaints from boaters regarding the availability of the Marina's pumpout station and the Grantee has not made a reasonable effort to remedy the issue.

#### **IV. Department Tasks**

The department shall perform the following tasks:

- A. Inspect the facility upon completion of the installation.
- B. Provide the sign indicating the facility is equipped to receive boat sewage from portable toilets and fixed toilet systems.
- C. Review and submit for reimbursement any applicable invoices.

#### **V. Effective Date**

This Agreement shall be effective on date it is approved by:

- A. The Department of Justice Attorney General's office, for applicants who will receive less than \$5,000 in total from the Department as a result of this agreement in combination with any other agreement still pending; or
- B. The Governor and Executive Council, for applicants who will receive \$5,000 or more from the Department as a result of this agreement in combination with any other agreement still pending.



**EXHIBIT B  
GRANT AWARD**

**I. Specifications**

- A. The grant award is limited to \$13,000 and is contingent upon funds appropriated by the U.S. Fish and Wildlife Service under the Clean Vessel Act. Reimbursement could be reduced or eliminated based on federal funding availability.
- B. If the Grantee complies with all terms of this Agreement, the Department agrees to pay 75 percent of the total expenses to make the pumpout station operational and operation and maintenance expenses minus any income from pumpout fees. The Grantee must provide a minimum 25 percent contribution to the total. Invoices submitted by the Grantee may include, but are not limited to, the following items (all items must be supported by copies of paid receipts, canceled checks, or other documentation):
- Payments to licensed plumbers and/or electricians for pumpout related expenses;
  - Payments to contractors and engineers regarding the planning and implementing of pumpout related work;
  - Time paid to marina staff spent working on the pumpout installation, operating, maintaining, or repairing the pumpout. The marina must submit the name of the employee, the date(s) the employee worked on the pumpout station, the nature of the work performed, and the total hours. Marinas that use volunteer/unpaid staff are not eligible to claim this expense;
  - \$350 for keeping and submitting a seasonal pumpout logbook and, if applicable, a record of pumpout fees;
  - Excavation expenses related to installation of pumpout electrical/plumbing;
  - Work done to dock area necessary to connect plumbing and electrical;
  - Purchase of pumpout replacement parts/equipment;
  - Pumpout winterization; and
  - Municipal sewage removal/connection fees. This expense applies only to the portion of a marina's sewage bill that pertains to the pumpout.

**II. Reimbursement Requests**

- A. The Department will consider reimbursement requests submitted between the approval date and January 31, 2016.



- B. To request reimbursement, the Marina must complete and submit a written reimbursement request to the Department. The reimbursement request must include the following:
1. Itemized invoices that outline the expenses;
  2. Copies of receipts, cancelled checks, paid invoices, and/or other supporting documentation for eligible expenses for the pumpout station; and
  3. Completed pumpout station usage logs that were supplied by the Department (for O&M reimbursement only).
- C. 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 Grantee as appropriate. Reimbursement may be denied or reduced if the request contains insufficient supporting information or erroneous data, if the expenses detailed are not reimbursable, if paid invoices are not included, or if the minimum 25 percent contribution is not met. Greater than 75 percent reimbursement of total eligible expenses, up to the grant limitation, is possible if the minimum 25 percent contribution is exceeded.

The following provisions will apply to the reimbursement calculation:

1. If pumpout station income exceeds eligible expenses, the amount of the excess will be carried forward to the following year's O&M Funding Agreement, if one is offered, and incorporated into reimbursement calculations for that year.
  2. If pumpout station O&M expenses exceed the maximum reimbursement level, the deficit will be carried forward and applied to the following year's O&M Funding Agreement, if one is offered, and incorporated into reimbursement calculations for that year.
  3. No excess as described in C.1. or deficit as described in C.2. will be carried forward more than one year. The availability of future O&M funds cannot be guaranteed.
- D. Invoices are subject to the approval of the Grant Officer before payment is processed. The billing address shall be as follows:

NH Department of Environmental Services  
Watershed Management Bureau Water Division  
ATTN: Biology, CVA Program Coordinator  
P.O. Box 95  
Concord, NH 03302-0095



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

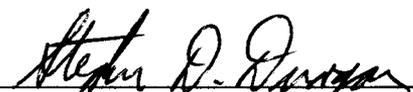
- A. Subparagraph 1.7 of the General Provisions shall not apply to this Agreement.
- B. Paragraph 17.1.2 of the Form P-37, *General Provisions*, is deleted and replaced with the following language: “comprehensive general liability insurance against all claims of bodily injuries or death in amounts of not less than \$1,000,000 per occurrence, and \$100,000 for property damage per occurrence;”
- C. Any necessary permits for the pumpout station installed or assembled under this grant shall be obtained by the grantee from the DES Wetlands Bureau and other state and local government entities.
- D. The Grantee agrees to maintain the pumpout station in proper operating condition for a minimum of five years. This stipulation remains with the pumpout station regardless of a business transfer or sale. During those five years, the marina may apply for maintenance funds to replace/repair broken equipment. The five year timeframe would restart upon the receipt of every new award of CVA funding.
- E. The pumpout station shall be available for use by the general boating public at a reasonable fee (following the guidelines of 50CFR85), during reasonable business hours, and shall be available for inspection on initial start-up and periodically by DES personnel. Should the pumpout station be out of service for longer than one week, the Grantee shall notify DES.
- F. In the event of a failure on the part of the 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.
- G. Federal funds paid under this agreement are from a Grant to the State from the U.S. Fish and Wildlife Service, Sport Fish Restoration and Boating Trust Fund under CFDA #15.616. 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.



CERTIFICATE OF AUTHORITY

I, B. Cameron Pratt, owner, of Goodhue & Hawkins Navy Yard, LLC  
(Printed Name of Certifying Officer) (Office/position) (Name of Company)

do hereby certify that Steve Durgan is a  
(Printed Name of Person Authorized to Sign)  
member/manager/managing member of Goodhue & Hawkins Navy Yard, LLC and is  
(Name of Company)  
authorized to execute any documents that may be necessary to enter into a contract with the State  
of New Hampshire.

  
(Signature of Person Authorized to Sign)

IN WITNESS WHEREOF, I have hereunto set my hand as the owner  
(Office/position of the Certifying Officer)  
of Goodhue & Hawkins Navy Yard, LLC, this 15 day of May 2014.  
(Name of Company)

  
(Signature of Certifying Officer)

STATE OF NEW HAMPSHIRE  
County of CARROLL

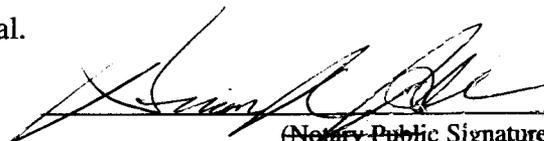
On this the 15th day of May 2014, before me BRIAN R. BLACK, Justice of the Peace  
My Commission Expires May 12, 2015  
(Notary Public)

the undersigned officer, personally appeared B. Cameron Pratt who acknowledged  
(Printed Name of Certifying Officer)

him/herself to be a owner of Goodhue & Hawkins Navy Yard, LLC,  
(Office/Position) (Name of Company)

and that ~~she~~/he, being authorized so to do, executed the foregoing instrument for the purposes  
therein contained.

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

  
(Notary Public Signature)  
JUSTICE OF THE PEACE  
(affix seal)

Commission Expires: MAY 12, 2015



# 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 Goodhue & Hawkins Navy Yard, LLC is a New Hampshire limited liability company formed on May 10, 2012. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 23<sup>rd</sup> day of June, A.D. 2014

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

William M. Gardner  
Secretary of State



ATTACHMENT A  
PROJECT STATEMENT

Application: Inland

Project: Goodhue & Hawkins Navy Yard, LLC

Location: Lake Winnepesaukee, 244 Sewall Road PO Box 853 Wolfeboro, NH 03894

Proposal: Connect pumpout station to Wolfeboro Municipal sewer system and operate and maintain the pumpout station.

Need: The current pumpout facility is not operational due to past management changes and renovations. The owners are eager to resurrect the pumpout services at their marina. To preserve the quality of Lake Winnepesaukee and the surrounding area, Goodhue Hawkins Navy Yard wishes to continue providing the boating public with this service.

Objective: Connect the existing pumpout facility to municipal service and operate and maintain the pumpout station.

Expected Results or Benefits: Operation of this facility will benefit transient recreational boaters by providing a readily available resource to all those requiring pumpouts.

Approach: Connection at the boat yard dock to an existing municipal sewer system with necessary plumbing will require an outside contractor as well as the time of boat yard staff. The new connection will be discharging to the municipal sewer system. Marina staff will operate and maintain the pumpout station as needed.

Estimated Cost:

Estimated Total Costs for the Pumpout Facility Connection	\$15,334
Possible Costs for Operation and Maintenance	\$2,000
Total	\$17,334
CVA Grant Share (75%)	\$13,000
Goodhue & Hawkins Provided Match (25%)	\$4,334