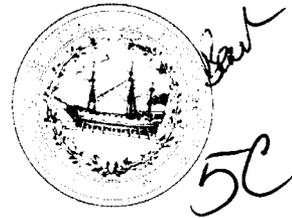




The State of New Hampshire  
**Department of Environmental Services**

**Robert R. Scott, Commissioner**



March 14, 2018

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

REQUESTED ACTION

Authorize the Department of Environmental Services to amend a **SOLE SOURCE** grant (PO #9005373) to New Hampshire Lakes Association, Inc. (VC #166610-B001) by extending the completion date to June 30, 2019 from August 31, 2018, to contribute to the preparation of a report on the economic importance of water and water services in New Hampshire. No additional funding is involved in this time extension. The original grant was approved by Governor and Council on September 13, 2017, Item #62. 100% Federal Funds.

EXPLANATION

We are requesting approval of this amendment to the grant agreement in order to provide New Hampshire Lakes Association (NH LAKES) additional time in which to complete the agreed upon scope of services. NH LAKES, acting as a fiscal agent for New Hampshire Lives on Water: A Public-Private Partnership (NHLOW), will commission a study by the University of New Hampshire (UNH) on the economic importance of water and water services in NH. NHDES is contributing \$10,000 to support this study, which will further NHDES's mission by generating data that will help build public support for investment in water infrastructure and the stewardship of water resources. The funds from this grant will be matched with \$28,575 from non-federal, non-state sources. This is a **sole source** grant.

The need for this extension request is due to a change in the contractor commissioned to perform the study. As a result, the contractor will not be able to complete the study and execute all project deliverables prior to the August 31, 2018 deadline. This extension should provide an ample period to complete the study and all associated deliverables.

To date, no requests for reimbursement have been submitted. The amount of funds necessary for the completion of this project shall not exceed \$10,000, which was approved by Governor and Council on September 13, 2017.

We respectfully request your approval.

Robert R. Scott  
Commissioner

**Grant Agreement with the New Hampshire Lakes Association**  
**Amendment No. 1**

This Agreement (hereinafter called the Amendment) dated this 23 day of FEBRUARY, 2018, 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 New Hampshire Lakes Association, acting by and through its President, THOMAS O'BRIEN (hereinafter referred to as the Grantee).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on September 13, 2017, 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:

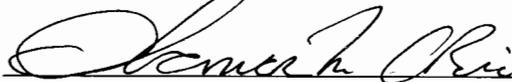
1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:  
  
(A) The Completion Date as set forth in sub-paragraph 1.6 of the Agreement shall be changed from August 31, 2018 to June 30, 2019.
2. Effective Date of Amendment: This Amendment shall take effect upon the date 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.

**Grant Agreement with the New Hampshire Lakes Association  
Amendment No. 1**

Page 2

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

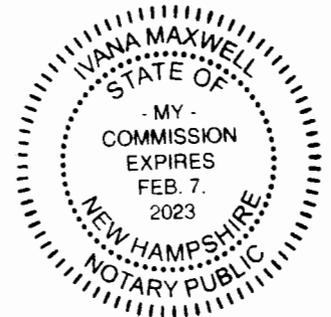
NEW HAMPSHIRE LAKES ASSOCIATION

By   
Thomas O'Brien, President

STATE OF NEW HAMPSHIRE  
COUNTY OF

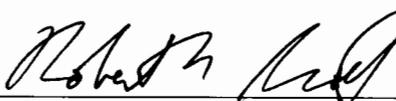
On this the 23 day of FEBRUARY, 2018 before the undersigned officer, personally appeared THOMAS O'BRIEN who acknowledged himself to be the person who executed the foregoing instrument for the purpose therein contained.  
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Notary Public



My Commission Expires: 2/2023

THE STATE OF NEW HAMPSHIRE  
Department of Environmental Services

By   
Robert R. Scott, Commissioner

Approved by Attorney General this 20 day of March, ~~2009~~ <sup>2018</sup>  as to form, substance and execution.

OFFICE OF ATTORNEY GENERAL



CERTIFICATE

I, Stuart P. Lord, Chairman of the New Hampshire Lakes Association, do  
(Printed Name of Certifying Officer) (Office) (Grantee)  
hereby certify that:

(1) I am the duly elected Chairman ;  
(Office)

(2) at the meeting held on 19 July 2017, the New Hampshire Lakes Association voted to accept  
(Date) (Organization)  
DES funds and to enter into a contract with the Department of Environmental Services;

(3) the New Hampshire Lakes Association, Inc. further authorized the President to execute any  
(Organization) (Office of Person Authorized to Sign)  
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:

Thomas O'Brien  
(Printed name of person that signed contract)

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman of  
(Office of Certifying Officer)  
the New Hampshire Lakes Association, this 8<sup>th</sup> day of February 2018.  
(Organization)

Stuart P. Lord  
(Signature of Certifying Officer)

STATE OF New Hampshire

County of Cannell

On this the 8 day of February 2018, before me Jennifer Leiblein Martel  
(Notary Public)

the undersigned officer, personally appeared Stuart P. Lord who acknowledged  
(Printed Name of Certifying Officer)  
him/herself to be the Chairman of the Organization being authorized so to do,  
(Office)

executed the foregoing instrument for the purpose therein contained.

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

**JENNIFER K. LEIBLEIN-MARTEL**  
Notary Public - New Hampshire  
My Commission Expires October 5, 2021

Jennifer Leiblein Martel  
(Notary Public Signature)

Commission Expiration Date:  
(Seal)

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE LAKES ASSOCIATION, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 09, 1984. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 68848



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 25th day of January A.D. 2018.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



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



**Robert R. Scott, Commissioner**

August 18, 2017

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

<b>R E C E I V E</b>		<b>APPROVED G &amp; C</b>	
SEP 14 2017		DATE <u>9/13/17</u>	
DES/DWGWB		ITEM # <u>62</u>	
By _____			

**REQUESTED ACTION**

Authorize the Department of Environmental Services to award a **SOLE SOURCE** grant to New Hampshire Lakes Association (VC #166610-B001) in the amount of \$10,000 to contribute to the preparation of a report on the economic importance of water and water services in New Hampshire, effective upon Governor and Council approval through August 30, 2018. This dollar amount of this item is below the \$25,000 Governor and Council threshold for FY2018 but the vendor has received payments of \$81,000 which causes them to exceed the threshold. 100% Federal Funds.

Funding is available as follows:

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

Dept. Environmental Services, DWSRF Administration, Grants- Federal

FY2018  
 \$10,000

**EXPLANATION**

The New Hampshire Water Sustainability Commission, appointed by Governor John Lynch on April 22, 2011, was charged with identifying and prioritizing "actions necessary to ensure that both the quantity and quality of water are protected and the state's water resources are managed in a sustainable manner so as to protect New Hampshire's economy and quality of life." The Commission's 2012 report, "New Hampshire Lives on Water," called for "partnerships and management of water across political boundaries, good science, and adaptive decision-making in managing our water resources." The report proposed "the creation of a Water Advisory Task Force to advance work toward the goals outlined in this report and a multi-sector citizens' initiative to expand public engagement in and support for the specific recommendations offered by the Commission." In 2013, several members of the Commission convened an informal partnership, New Hampshire Lives on Water: A Public-Private Partnership (NHLOW). NHLOW developed a work plan in 2014 which identified as a key strategy "educate the public regarding value, cost, and status of water to our quality of life and the NH economy." NHLOW's Steering Committee has raised funds from a number of sources to enable the New Hampshire Lakes Association (NH LAKES), the fiscal agent for NHLOW, to commission a study by New Hampshire Center for Public Policy Studies (the Center) on the economic importance of water and water services in NH. NHDES proposes to contribute \$10,000 to support this study, which will further NHDES's mission by generating data that will help build public support for investment in water infrastructure and the stewardship of water resources. The funds from this grant will be matched with \$28,575 from non-federal, non-state sources. This is a **Sole Source** grant. NH LAKES is uniquely qualified to administer the funds as fiscal agent for NHLOW due to its experience successfully administering similar studies in the past. NHLOW is uniquely positioned to sponsor this study as a public-private partnership which serves as the successor to the Water Sustainability Commission (WSC) and whose Steering Committee

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

Page 2 of 2

comprises former members of the WSC. NHLOW conducted a competitive bid process which resulted in selection of the Center as the best qualified to prepare the study.

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.



 Robert R. Scott  
Commissioner

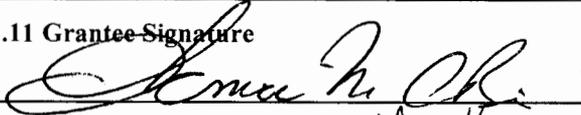
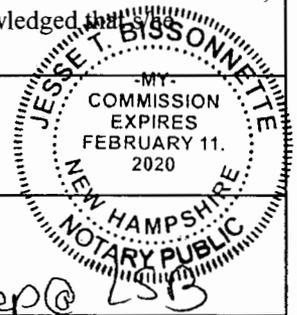
**Subject: New Hampshire Lakes Association – New Hampshire Lives on Water**

**GRANT AGREEMENT**

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

**GENERAL PROVISIONS**

**1. 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> New Hampshire Lakes Association		<b>1.4 Grantee Address</b> 14 Horseshoe Pond Lane, Concord NH 03301	
<b>1.5 Effective Date</b> Upon G&C approval	<b>1.6 Completion Date</b> August 31, 2018	<b>1.7 Audit Date</b> N/A	<b>1.8 Grant Limitation</b> \$10,000
<b>1.9 Grant Officer for State Agency</b> Paul Susca, NH Department of Environmental Services		<b>1.10 State Agency Telephone Number</b> (603) 271- 7061	
<b>1.11 Grantee Signature</b> 		<b>1.12 Name &amp; Title of Grantee Signor</b> Thomas W. O'Brien, President	
<b>1.13 Acknowledgment:</b> State of <u>New Hampshire</u> , County of <u> Merrimack</u> On <u>08/19/2017</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 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> Jesse Bissonnette Customer Service Rep @ LSI			
<b>1.14 State Agency Signature(s)</b> 		<b>1.15 Name/Title of State Agency Signor(s)</b> for Robert R. Scott, Commissioner	
<b>1.16 Approval by Attorney General's Office (Form, Substance and Execution)</b> By: <u>Gordon P. Lundregan</u> Attorney, On: <u>8/23/17</u>			
<b>1.17 Approval by the Governor and Council</b> By: _____ On: / /			

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **RECORDS AND ACCOUNTS.**

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

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

affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. **PERSONNEL.**

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

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

8.3 The Grant officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA; RETENTION OF DATA; ACCESS.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, 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**

New Hampshire Lakes Association:

The New Hampshire Lakes Association, the fiscal agent for New Hampshire Lives on Water (NHLOW), will use New Hampshire Department of Environmental Services (NHDES) grant funds to support the following work:

- 1) Assemble New Hampshire-specific analyses currently being prepared by the NH Center for Public Policy Studies (the Center) into a narrative report that explains the information, highlights critical challenges associated with it, and lays out options for policymakers. This will cover:
  - Water in the environment (ecological integrity and health, biodiversity); and
  - Natural and built water infrastructure (water quality and supply, wastewater and stormwater management, dams, flood protection);
  - In terms of public health, jobs, income, business revenue, costs, property values, state and local revenues, and quality of life.
- 2) Develop a public communications strategy for the data and accompanying report. This will include a full media release, social media, the Center's blog, and other forums. The Center will be available to make additional presentations summarizing its work to state and local officials in New Hampshire and the general public after the completion of the study.

Deliverables include:

- 1) Meetings with a Project Oversight Committee
- 2) A draft report
- 3) A final report and presentation

**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>Grant</b>
1. Complete scope of work	\$10,000
<b>TOTAL</b>	<b>\$10,000</b>

Grantee Initials   
Date 

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

Subparagraph 1.7 of the General Provisions shall not apply to this Agreement. The comprehensive public liability insurance against all claims of bodily injuries, death, or property damage under Subparagraph 17.1.2 of the General Provisions shall be reduced from \$2,000,000 to \$1,000,000 for bodily injury or death in any one incident. A reduction from the State's standard liability coverage is warranted in light of the minimal risk associated with the activities required under this contract.

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

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

If a deadline extension is requested, the grantee must make that request for approval at least two months before the completion date.

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

Date

  
8/10/17

CERTIFICATE

I, Stuart P. Lord, Chair of the New Hampshire Lakes Association, do hereby certify that:

(1) I am the duly elected Chair;

(2) at the meeting held on 7-19-17, the New Hampshire Lakes Association voted to accept DES funds and to enter into a contract with the Department of Environmental Services;

(3) the New Hampshire Lakes Association, Inc. 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:

Thomas O'Brien  
(Printed name of person that signed contract)

IN WITNESS WHEREOF, I have hereunto set my hand as the Board Chair of the New Hampshire Lakes Association, this 9 day of August.

[Signature]  
(Signature of Certifying Officer)

STATE OF New Hampshire

County of Merriamack

On this the 9<sup>th</sup> day of August, before me Jesse Bissonnette (Notary Public)

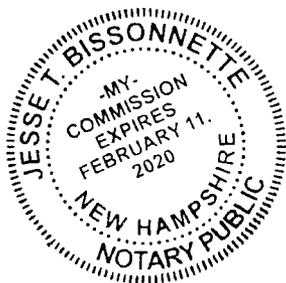
the undersigned officer, personally appeared Stuart who acknowledged (Printed Name of Certifying Officer)

him/herself to be the board chair of the Organization being authorized so to do, (Office)

executed the foregoing instrument for the purpose therein contained.

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

Commission Expiration Date: (Seal)



[Signature]  
(Notary Public Signature)

# 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 NEW HAMPSHIRE LAKES ASSOCIATION, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 09, 1984. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 68848



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 27th day of February A.D. 2017.

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

William M. Gardner  
Secretary of State







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/30/2018

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> McCrillis & Eldredge Insurance 2 North Main Street P. O. Box 539 Newport NH 03773	<b>CONTACT NAME:</b> Beth Cothran	
	<b>PHONE (A/C, No. Ext):</b> (603) 863-3636	<b>FAX (A/C, No):</b> (603) 863-5177
<b>E-MAIL ADDRESS:</b> bcothran@mccrillisaneldredge.com		
<b>INSURED</b> New Hampshire Lakes Assoc Inc 17 Chenell Drive Suite One Concord NH 03301		<b>INSURER(S) AFFORDING COVERAGE</b>
		<b>INSURER A:</b> Travelers Indemnity Co.
		<b>INSURER B:</b>
		<b>INSURER C:</b>
		<b>INSURER D:</b>
		<b>INSURER E:</b>
		<b>INSURER F:</b>

**COVERAGES**

CERTIFICATE NUMBER: CL1813038211

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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
<b>A</b>	<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 <input type="checkbox"/>	N/A	0398N2671	5/1/2017	5/1/2018	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 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)

**CERTIFICATE HOLDER****CANCELLATION**

NH Department of Environmental Services  
 PO Box 95  
 Concord, NH 03301

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

Beth Cothran/BC6

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## ADDITIONAL COVERAGES

Ref #	Description WCOT4	Coverage Code WCOT4	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium \$169.00
Ref #	Description Experience Mod Factor 1	Coverage Code EXP01	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium -\$163.00
Ref #	Description Expense constant	Coverage Code EXCNT	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium \$160.00
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium