



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



**Robert R. Scott, Commissioner**

February 14, 2022

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

**REQUESTED ACTIONS**

1. Authorize the New Hampshire Department of Environmental Services to enter into a grant agreement with the New Hampshire Lakes Association, Inc. (NH LAKES), Concord, New Hampshire (VC #166610-B001), for a total of \$292,000 for aquatic invasive species prevention activities, effective upon Governor and Council approval through December 31, 2022. 100% Lakes Restoration Funds.
2. Further authorize the NHDES to award an advance payment in the amount of \$100,000 to the New Hampshire Lakes Association, Inc. (NH LAKES) (VC #166610-B001) in accordance with the terms of the grant agreement, upon Governor and Council approval. 100% Lake Restoration Program Funds.

Funding is available in the following account.

	<u>FY 2022</u>
03-44-44-442010-1430-073-500581	\$292,000
Dept. Environmental Services, Lakes Restoration Program, Grants-Nonfederal	

**EXPLANATION**

The Milfoil and Other Exotic Plants Prevention Program was established in 2003. This grant program was established to prevent and control new infestations of exotic aquatic plants through grants to non-profit and municipal organizations, as well as other state agencies. Program funding originates from boat registration fees.

NHDES issued a Request for Proposals (RFP) for the Milfoil Prevention Grant Program and received just one application. The proposal was reviewed and approved by a committee comprised of a representative from the Department of Safety and the Jody Connor Limnology Center Director at NHDES. The proposal was reviewed based on the criteria included in the Management Plan for Milfoil Prevention Grants. Based on the review criteria, the NH Lakes project was selected for funding. See Attachment A for the NH LAKES Budget estimate.

The purpose of the NH LAKES project is to prevent the introduction of aquatic invasive species into lakes and ponds in New Hampshire by continuing to expand and administer the Lake Host Program on public access sites throughout the state. This program has a proven track record of success, and since its inception in 2002, greater than 1600 saves have been catalogued (a save is when a Lake Host removes an identified piece of an invasive aquatic plant from a boat or trailer entering or leaving a waterbody). Organizations participating in the Lake Host Program will staff public access sites to conduct inspections of boats, trailers and other recreational gear as they enter and leave public waterbodies. Lake Hosts will also distribute pamphlets and other educational materials to lake recreationists and will record data on the numbers and types of recreational vessels visiting these access sites, as well as data on plants that may have been attached to recreational gear. NH Lakes will also do some work to expand the use of best available technologies for boat wash and disinfection at public access sites.

NH LAKES is a non-profit organization with limited resources, and an advance payment of \$100,000 is requested as start-up costs for the proposed activities. NH LAKES is required to provide documentation of a 50% match toward the grant they receive. In past years their match levels have been much higher than 50%, and they are capable of and committed to obtaining the required match.

This program is 100% fee funded through the Lake Restoration Fund. In the event that fee funds become no longer available, General Funds will not be requested to support this program. The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.



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Robert R. Scott, Commissioner

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby Mutually agree as follows: GENERAL PROVISIONS

I. Identification and Definitions.

<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, Inc.		<b>1.4. Grantee Address</b> 19 Chenell Drive, Suite 1, Concord, NH 03301	
<b>1.5 Grantee Phone #</b> 603-226-0299	<b>1.6 Account Number</b> 442010-1430-073	<b>1.7. Completion Date</b> December 31, 2022	<b>1.8. Grant Limitation</b> \$292,000
<b>1.9. Grant Officer for State Agency</b> Amy P. Smagula		<b>1.10. State Agency Telephone Number</b> 603-271-2248	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Grantee Signature 1</b> <i>Andrea LaMoreaux</i>		<b>1.12. Name &amp; Title of Grantee Signor 1</b> Andrea LaMoreaux, President	
<b>Grantee Signature 2</b>		<b>Name &amp; Title of Grantee Signor 2</b>	
<b>Grantee Signature 3</b>		<b>Name &amp; Title of Grantee Signor 3</b>	
<b>1.13 State Agency Signature(s)</b> <i>Robert R. Scott</i>		<b>1.14. Name &amp; Title of State Agency Signor(s)</b> Robert R. Scott, Commissioner	
<b>1.15: Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>			
By: <i>[Signature]</i>		Assistant Attorney General, On: 2/22/2022	
<b>1.16. Approval by Governor and Council (if applicable)</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"), 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 hereinafter 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 of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (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 C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, 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 payment 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 and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, 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, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, 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 of 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 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 the 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 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, paper, 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 OR 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 of employee of the Grantee, and no representative, officer or 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

Grantee Initials AML  
Date 2/2/22

- 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 interest 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, workmen'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 B 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 or 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.**
    - 17.1 The Grantee shall, at its own 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 workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
      - 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
  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 of 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, if required or by the signing State Agency.
  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.
  24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Grantee Initials AML  
Date 2/2/22

**EXHIBIT A  
SPECIAL PROVISIONS  
NH LAKES**

There are no special provisions.

Initials: AML  
Date: 2/2/22

**EXHIBIT B**  
**SCOPE OF SERVICES**  
**NH LAKES**

The New Hampshire Lakes Association, Inc. (NH LAKES) shall perform the following tasks as described in the detailed proposal titled "NH LAKES Aquatic Invasive Species Prevention Program: Preventing the Spread by Empowering Boaters to Clean, Drain, and Dry!" submitted by the NH LAKES:

1. Secure Lake Host payroll grant program participants for the 2022 boating season.
2. Create, secure and provide program materials and supplies to participants.
3. Train paid staff and volunteer participants in a series of training workshops.
4. Deliver the program at the participating launch sites.
5. Coordinate, implement and promote the AIS Spread Prevention Best Technology Program as outlined in the project proposal.
6. Provide program infrastructure support as needed, and final report by December 31, 2022.

NHDES agrees to provide technical assistance, distributional materials, and training to the Grantee as needed.

Initials: AML  
Date: 2/2/22

**EXHIBIT C  
PAYMENT TERMS  
NH LAKES**

One advance payment of \$100,000.00 shall be made upon Governor and Council approval to NH LAKES. NH LAKES is a not-for-profit organization with limited resources, and has requested an advance disbursement to begin paying hired Lake Hosts for their training period. This group has successfully carried out this program for several years now, and has consistently managed their grant effectively.

The remainder of the payments from the grant shall be upon approval of stated outputs and verification of the value of completed work through receipts and match documentation (including the value of volunteer labor) and procurement documentation forms provided by NHDES and completed by NH LAKES.

NHDES will pay the grantee up to \$292,000. Payments will be made within 30 days of receiving the invoice(s) for the activities outlined in Exhibit B. Invoices shall be approved by the Grant Officer before payment is processed. Any unexpended balance of the initial payment shall be returned to NHDES.

**Total grant amount shall not exceed** **\$ 292,000.00**

The billing address for invoices and all other correspondence shall be as follows:

NH Department of Environmental Services  
29 Hazen Drive, PO Box 95  
Concord, NH 03302-0095  
Attn: Amy Smagula, Watershed Management Bureau

Invoices may also be emailed to [Amy.P.Smagula@des.nh.gov](mailto:Amy.P.Smagula@des.nh.gov).

Initials: AML  
Date: 2/2/22

CERTIFICATE OF AUTHORITY

I, Bruce Freeman, Chair of the New Hampshire Lakes Association, do  
(Printed Name of Certifying Officer) (Office) (Grantee)

hereby certify that:

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

(2) at the meeting held on January 27, 2022, 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 further authorized the President to execute any  
(Organization) (Office of Person Authorized to Sign Grant Agreement)  
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:

Andrea LaMoreaux  
(Printed name of person who signed Grant Agreement)

IN WITNESS WHEREOF, I have hereunto set my hand as the Chair of  
(Office of Certifying Officer)  
the New Hampshire Lakes Association, this 2<sup>ND</sup> day of FEBRUARY, 2022.  
(Organization)

Bruce Freeman  
(Signature of Certifying Officer)

# 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

Certificate Number: 0005649255



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 28th day of January A.D. 2022.

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

William M. Gardner  
Secretary of State



NEWHAMP-02

ESMYTH

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/28/2022

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 have ADDITIONAL INSURED provisions or 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> Bellows-Nichols Agency Inc. 10 Main Street P.O. Box 299 Peterborough, NH 03458	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (603) 924-7155 E-MAIL ADDRESS: reception@bellowsnichols.com	<b>FAX (A/C, No):</b> (603) 924-9173
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> New Hampshire Lakes Association, Inc. DBA NH LAKES 17 Chenell Drive, Suite One Concord, NH 03301	<b>INSURER A:</b> Liberty Mutual	
	<b>INSURER B:</b> Mount Vernon Fire Insurance Co	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **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 checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		BKS59339183	1/16/2022	1/16/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BKS59339183	1/16/2022	1/16/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO59339183	1/16/2022	1/16/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	<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		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Directors and Office			NDO2554720C	1/12/2022	1/12/2023	Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder is listed as Additional Insured for General Liability

<b>CERTIFICATE HOLDER</b> NH Department of Environmental Services PO Box 95 Concord, NH 03301	<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.
	<b>AUTHORIZED REPRESENTATIVE</b> 



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/28/2022

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

**COVERAGES**      **CERTIFICATE NUMBER:** CL2212884265      **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 - COM/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						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    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
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/A	0398N26721	05/01/2021	05/01/2022	PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

New Hampshire Workers' Compensation = No Executive Officers or Members are excluded.

<b>CERTIFICATE HOLDER</b> NH Department of Environmental Services PO Box 95 Concord NH 03301	<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 
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**ATTACHMENT A - PROJECT BUDGET**

**NH LAKES 2022 NHDES Exotic Aquatic Weed Infestation Prevention Grant Budget**

<b>BUDGET ITEM</b>	<b>DESCRIPTION</b>	<b>RATE</b>	<b>TOTAL</b>	<b>GRANT (DES)</b>	<b>MATCH (in-kind &amp; cash)</b>	<b>MATCH SOURCE</b>
<b>LABOR (HOURLY RATE)</b>						
Position 1	Program Manager-Lake Host Courtesy Boat Inspection Program (Tasks 1, 2, 3, 6)	1040 hours per year @\$28.04/hr	\$29,162	\$27,000	\$2,162	Great River Hydro & NH Electric Coop (not confirmed), NH LAKES
Position 2	Program Assistant-Lake Host Courtesy Boat Inspection Program (Tasks 1, 2, 3, 6)	520 hours per year @\$19.57/hr.	\$10,176	\$9,500	\$676	NH LAKES
Position 3	Program Assistant-Lake Host Courtesy Boat Inspection Program (Tasks 1, 2, 3, 6)	520 hours per year @\$19.57/hr.	\$10,176	\$9,500	\$676	NH LAKES
Position 4	Program Coordinator-AIS Best Tech Demo Program (Task 5)	180 hours per year @\$28.04/hr. (watercraft cleaning station deployment-partnerships, permitting, scheduling, PR)	\$5,047	\$3,600	\$1,447	NH LAKES
Position 5	Business Assistant (Task 6)	120 hours per year @\$19.10/hr.	\$2,292	\$1,050	\$1,242	NH LAKES
Payroll Grant Program Participants	Lake Host Employees for approx. 85 groups at 105 ramps (Task 4)	Approx. 35,000 hours total @\$7.25 - \$14/hour (determined by local groups)	\$447,000	\$142,000	\$305,000	Groups, individuals, & foundations provide funds for additional Lake Host hours
	Volunteer Lake Hosts and Local Coordinators (Tasks 3, 4)	8,500 hrs. total (approx.) @\$28.54	\$242,590	\$0	\$242,590	2021 national volunteer rate
<b>BENEFITS/TAXES</b>						
Position 1	Program Manager-Lake Host	Social Security & Medicare, state unemployment tax, workers comp insurance & fringe benefits	\$7,582	\$7,020	\$562	NH LAKES
Position 2	Program Assistant-Lake Host		\$3,358	\$3,135	\$223	NH LAKES
Position 3	Program Assistant-Lake Host		\$3,358	\$3,135	\$223	NH LAKES
Position 4	Program Coordinator-AIS Best Tech Demo Program		\$1,312	\$936	\$376	NH LAKES
Position 5	Business Assistant		\$756	\$346	\$410	NH LAKES
Payroll Grant Program Participants	Lake Host Employees	Social Security & Medicare, state unemployment tax, workers comp insurance	\$67,050	\$21,300	\$45,750	Groups, individuals, municipalities

MATERIALS						
	Lake Host shirts, hats, pens, clipboards, tote bag	5 persons/org (ave). x 85 orgs. * \$20/person average	\$8,000	\$5,000	\$3,000	Local groups pay for specialty items
	Materials: Manual, specimen ID guides & collection sheets	700 copies (one of each for each lake host)	\$3,500	\$3,500	\$0	
	AIS Boater Brochure	approx. 50,000 - 2 years since last print	\$4,550	\$4,550	\$0	
	AIS Boater Decal	approx. 50,000 - this is a new decal	\$4,550	\$4,550	\$0	
OTHER						
	Admin. Costs - Indirect Personnel (President/support staff time for general operations, supervision, risk management, administrative oversight)	10% (approx.). NH LAKES annual non-program personnel expense	\$24,000	\$24,000	\$0	
	Admin. Costs-Indirect (utilities, rent, cleaning, phone, internet, IT maintenance/support)	12 months @ approx. \$400/month (based on 10% of total expenses)	\$4,780	\$3,940	\$840	Great River Hydro & NH Electric Coop (not confirmed)
	Admin. Costs - Indirect Seasonal (general supplies, postage, printer/fax toner, paper)	NH LAKES office: 6 months @ \$100/month	\$3,400	\$600	\$2,800	Volunteers copy forms, fax & mail
	Employee remote onboarding, timekeeping, & payroll services	May-Sept. & Jan. (300 seasonal employees only)	\$9,500	\$9,500	\$0	
	GIS for data collection/analysis		\$300	\$300	\$0	
	Insurance	Liability	\$1,500	\$1,500	\$0	
	CD3 Insurance and trailer registration		\$550	\$550	\$0	
	Audit	Project portion of NH LAKES audit	\$4,000	\$4,000	\$0	
	Travel	19,000 miles (approx.)@\$0.56/mi. Staff visit hosts/transport cleaning station.	\$10,488	\$1,488	\$9,000	Volunteer mileage to and from ramp
<b>TOTALS</b>			<b>\$908,978</b>	<b>\$292,000</b>	<b>\$616,978</b>	

**2022 Lake Host Payroll Gant Program Proposed Budget by Task**

<b>TASK (provide description)</b>	<b>GRANT FUNDS</b>	<b>MATCHING FUNDS</b>	<b>TOTAL COST OF TASK</b>
#1: Secure Lake Host Courtesy Boat Inspection Payroll Grant Program Participants (participating groups, volunteer Lake Hosts, and Lake Host employees) for the 2022 boating season	\$8,894	\$12,130	\$21,024
#2: Create/Secure and Provide/Distribute all Program Supplies and Outreach Materials for the Lake Host Program and AIS Best Tech Program	\$23,529	\$3,000	\$26,529
#3: Train Lake Host Courtesy Boat Inspection Program Participants	\$8,893	\$12,130	\$21,023
#4: Deliver the Lake Host Courtesy Boat Inspection Program at Boat Access Sites	\$163,300	\$553,822	\$717,122
#5: Coordinate, implement, promote the AIS Spread Prevention Best Technology Program by deploying and showcasing the mobile watercraft cleaning station	\$5,652	\$1,823	\$7,475
#6: Provide Program Infrastructure and Project Reporting	\$81,732	\$34,074	\$115,806
<b>TOTALS</b>	<b>\$292,000</b>	<b>\$616,979</b>	<b>\$908,979</b>