



Department of Environmental Services

Robert R. Scott, Commissioner



66

February 14, 2023

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a contract with New Hampshire Lakes Association, Inc. (DBA: NH LAKES) (VC 166610-B001), Concord, NH, in the amount of \$15,000 to complete a public outreach project relative to the impacts of cyanobacteria on the state's surface waters and the solutions needed to address this contaminant of emerging concern, effective upon Governor and Council approval through June 30, 2023. 100% General Funds.

Funds are available in the following account:

03-44-44-442010-1000-102-500731

FY 2023

\$15,000

Department of Environmental Services, Pollution Control Program, Contracts for Program Services

EXPLANATION

NHDES requests approval to enter into a contract with NH LAKES to complete outreach work associated with preparing a plan to prevent and manage cyanobacteria blooms in New Hampshire surface waters. In 2022, the Legislature passed HB 1066, directing NHDES to prepare a statewide strategy for preventing and addressing cyanobacteria blooms in New Hampshire surface water bodies. The bill further provided \$30,000 to support NHDES's preparation of the plan. The fund expenditure requested herein is one of two projects NHDES has elected to pursue in order to complete its obligation relative to HB1066. The project provides funding to NH LAKES in order solicit stakeholder input about how cyanobacteria blooms impact them, or their use of the state's surface waters. Data collected from this project will be used by NHDES to inform the development of a statewide plan to prevent and address cyanobacteria blooms.

Competitive bids were solicited via email and from the NH Administrative Services website. Two bids were received. The NHDES Biology Section Supervisor reviewed the proposal for cost, qualifications, and consistency with the RFP. The bids were evaluated and scored by four NHDES staff using a standardized scoring matrix based upon the qualification elements in the RFP. Possible total scores ranged from 0 to 50. See Attachment A for the average scores according to each qualification element and total score.

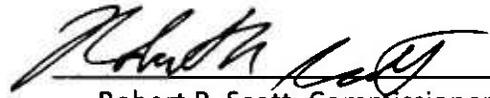
His Excellency, Governor Christopher T. Sununu
and the Honorable Council

Page 2 of 2

NH LAKES has extensive related business experience and proposed an appropriate scope of outreach and efficient methods of collecting requested information.

The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.



Robert R. Scott, Commissioner

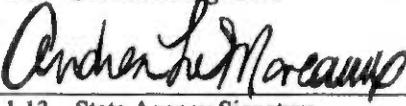
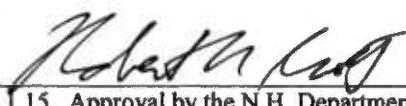
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name New Hampshire Lakes Association, Inc. (dba NH LAKES)		1.4 Contractor Address 17 Chennell Drive, Suite 1, Concord, NH 03301	
1.5 Contractor Phone Number (603) 226-0299	1.6 Account Number 03-44-44-442010-1000-102-500731	1.7 Completion Date 6/30/2023	1.8 Price Limitation \$15,000
1.9 Contracting Officer for State Agency Nisa Marks		1.10 State Agency Telephone Number (603) 271-8811	
1.11 Contractor Signature  Date: 1/9/23		1.12 Name and Title of Contractor Signatory Andrea LaMoreaux, President New Hampshire Lakes Association, Inc.	
1.13 State Agency Signature  Date: 2/21/23		1.14 Name and Title of State Agency Signatory Robert Scott, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 3/3/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
Date 1/9/23

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision 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 Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor 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 cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default 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 Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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, papers, and documents, all whether finished or unfinished.

10.2 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.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) 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. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **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 given in blocks 1.2 and 1.4, herein.

17. **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 Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **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.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **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 with respect to the subject matter hereof.

**Exhibit A
Special Provisions**

There are no special provisions.

**Exhibit B
Scope of Services**

Project Title: Information gathering relative to cyanobacteria blooms in NH surface waters

Project Goal: In 2022, the New Hampshire State Legislature passed HB 1066, mandating the New Hampshire Department of Environmental Services (NHDES) to prepare a cyanobacteria plan “to prevent the increase of, and eventually control, cyanobacterial blooms in New Hampshire’s lakes and other waters,” and appropriated funds to NHDES in support of plan preparation. The purpose of the work will be to solicit stakeholders for input of how cyanobacteria blooms impact them directly or their use of the state’s surface waters. Deliverables will be provided to NHDES for integration into the cyanobacteria plan.

Scope of work

HB 1066 requires that NHDES solicit information from the Advisory Committee about “the causes and impacts of cyanobacteria, types of possible solutions and actions, budgetary and legislative recommendations, and ways to better communicate with the recreating public.” NHDES will use this contract to learn more about stakeholder knowledge, needs or suggestions regarding:

- The specific short and long-term impacts of cyanobacteria on stakeholders.
- How to best communicate and disseminate information about the status of cyanobacteria blooms to affected stakeholders.
- The types of monitoring necessary to meet stakeholder needs.
- The unmet needs of user groups regarding volunteer monitoring capacity, educational information availability, potential partnerships, and funding opportunities that address the detection and risks associated with cyanobacteria blooms.
- Efforts to address the causes or consequences of cyanobacteria that NHDES should undertake if funding were available.

The contractor shall solicit comments from:

- Stakeholders not represented on the Advisory Committee, such as private businesses that rely on a lake or river for their success.
- Lake and watershed associations other than those with members on the Advisory Committee.
- Drinking water providers.
- Conservation organizations without membership on the Advisory Committee.

- Other interest groups that may be affected by cyanobacteria blooms.

Soliciting broad comment from members of the public is outside the scope of this contract, though a summary of any incidentally collected comments from members of the public may be included as a separate category in the final report.

Stakeholder input shall be specific to cyanobacteria blooms in New Hampshire and not consider any organization's operations outside of the state.

Deliverables

The contractor shall provide to NHDES a final report that includes a description of the work done, a copy of any questionnaires used during data collection, and a summary of the results. The contractor shall provide to NHDES a summary of quantitative results from any surveys that are conducted with close-ended questions. The contractor shall also provide qualitative summaries of the answers to any open-ended survey questions, focus groups, or public meetings. Results shall be presented by stakeholder group and by topic area. Raw data is not necessary to include in the final report unless needed to communicate a key result. However, selected raw data shall be provided to NHDES if requested by NHDES staff.

If requested, the contractor shall make themselves available to present summarized findings to and answer questions from the Advisory Committee. NHDES staff will be responsible for integrating the contractor's summarized findings with suggestions from the Advisory Committee and other sources to prepare the cyanobacteria plan.

Schedule

The contract shall start on the date of contract signature. The contractor shall identify the target stakeholders and present the list to NHDES for review and comment approximately 30 days after contract initiation. The contractor shall have a meeting with NHDES within two weeks of completing data collection to discuss the results. A final summary report and associated deliverables are due by June 30, 2023. The contractor shall be available to attend Advisory Committee meetings upon request until November 1, 2023.

Funding credit and ADA Compliance:

All final work products and outreach materials shall include the NHDES logo and shall state that "This project was funded by the New Hampshire Department of Environmental Services." All final work products must meet the applicable Americans with Disabilities Act (ADA) Title II Regulations to the extent practicable and shall be guided by best practices outlined in the Revised Section 508 Standards of the Rehabilitation Act and the Web Content Accessibility Guidelines (WCAG). At minimum, final work products shall include sans-serif fonts, underlined

and descriptive text links, color best practices, captions for audio and video content, headers in tables, images with alt text, gender-neutral text, and consideration of the Plain Writing Act.

Exhibit C
Method of Payment and Contract Price

The State shall pay to the Contractor the total costs for services rendered in accordance with the following requirements:

Payment requests for project costs shall be made by the Contractor using a payment request form as supplied by the State, which shall be completed and signed by the Contractor. The payment request form shall be accompanied by proper supporting documentation. Documentation of costs may include invoices for supplies, equipment, services, contractual services, and a report of personnel, travel and indirect costs. For projects that demonstrate progress solely through the submission of interim progress reports, payment shall be made upon receipt, review and approval of the interim progress report and accompanying payment request form. Payments shall be made to the Contractor no more frequently than monthly.

The total payment shall not exceed the contract amount of \$15,000.

Contractor Initials AM
Date 1/9/23



Corporate Resolution – Certification of Vote

I, Bruce Freeman, hereby certify that I am duly elected Chair of New Hampshire Lakes Association (DBA NH LAKES). I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on January 3, 2023, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Andrea LaMoreaux, NH LAKES President, is duly authorized to enter into contracts or agreements on behalf of New Hampshire Lakes Association (DBA NH LAKES) with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

ATTEST: Bruce Freeman
(Name Title)

DATED: JAN 9, 2023

ERIN M. GRAICHEN
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
April 20, 2027

Officers

Bruce Freeman (Strafford)
Chair

John-Michael (JM) Girald (Rye)
Vice Chair

Robert W. Reed (Chichester)
Treasurer

Susan D. Reed (Hampstead)
Secretary

Kim Godfrey (Holderness)
At-Large

Board of Directors

Susan R. Goodwin (Wolfeboro)

Breckie Hayes-Snow
(Wolfeboro/Concord)

Andre A. Hunter (Newbury)

Chris Hussey (Windham)

Jennifer King (North Hampton)

Mark Kosiba (Moultonborough)

Roger F. Murray, III (Wolfeboro)

Peter Sorlien (Alton)

Renée Speltz (Moultonborough)

Rob Tompkins (Derry)

Jim Torpey (Madison)

Honorary Directors

Joseph Farrelly (Concord)

Anne Lovett (Holderness)

Staff

Andrea LaMoreaux, President

Martha Lovejoy, Director of Finance
and Development

Krystal Costa Balanoff, Conservation
Program Manager

Michelle Davis Farnham, Policy and
Advocacy Program Manager

Erin Graichen, Donor Relations
Coordinator

Kaitlyn Kelleher, Conservation
Program Assistant

Erin Mastine, Outreach Coordinator

Gloria Norcross, Conservation Program
Assistant

Bec Rand, Business and Development
Assistant

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, 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: 0005919700



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of January A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



NEWHA-2

OP ID: D2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/05/2023

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).

PRODUCER McCrillis & Eldredge 107 Broad Street Claremont, NH 03743 CL Newport	603-542-2551	CONTACT NAME: Evan Holtnik PHONE (A/C, No, Ext): 603-542-2551 FAX (A/C, No): E-MAIL ADDRESS: evan.holtnik@insurancecenterinc.com
	INSURER(S) AFFORDING COVERAGE	
INSURER A: Travelers Insurance Co		NAIC #
INSURED New Hampshire Lakes Assoc 17 Chenell Drive, Suite One Concord, NH 03301		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

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 WOD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJEC <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 \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO 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) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input checked="" type="checkbox"/> N <input type="checkbox"/> Y If yes, describe under DESCRIPTION OF OPERATIONS below			6JUB0398N26722	05/01/2022	05/01/2023	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> 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)

CERTIFICATE HOLDER NH Department of Environmental Services P O Box 95 Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE CL Newport
---	--

Attachment A
Grant Scoring Matrix

	NH LAKES	FB Environmental
Reviewer "A"	39	37
Reviewer "B"	40	35
Reviewer "C"	39	38
Reviewer "D"	40	39
AVERAGE SCORE	39.5 out of 50	37.25 out of 50
RANK	1	2

Review Team Members:

- David Neils, Chief Aquatic Biologist: 25 years of experience monitoring and studying aquatic ecosystems with several years of oversight of the NHDES cyanobacteria monitoring program.
- Kate Hastings, Cyanobacteria HAB Program Coordinator: Eight years of experience working in freshwater ecology and cyanobacteria research and communication.
- Nisa Marks, Watershed Coordinator: 12 years work experience in ecology and land management, including experience reviewing and managing multimillion-dollar grants.
- Amy Smagula, Limnologist: 25+ years of experience in freshwater systems throughout New Hampshire and implementing an extensive grant program with 50+ grantees each year.