



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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February 16, 2023

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

REQUESTED ACTION

Authorize the Department of Environmental Services to award a Local Source Water Protection grant to the Lake Winnepesaukee Association (VC # 155053 B001) in the amount of \$28,455 to complete a project to protect public drinking water supplies, effective upon Governor and Council approval through May 31, 2024. 100% Federal Funds.

Funding is available in the following account:

03-44-44-441018-5564-072-500575

Dept. Environmental Services, DWSRF BIL Administration, Grants- Federal

FY2023

\$28,455

EXPLANATION

The Department of Environmental Services issued a request for proposals for 2023 Local Source Water Protection Grants. These grants are funded by set-asides under the Drinking Water State Revolving Loan Fund. Twenty-three proposals were received. The proposals were evaluated and ranked based on criteria included in the request for proposals, such as whether the project fulfills a component of a source water protection program, that the proposed project addresses appropriate threats, and that the project will deliver a valuable and useful product. Based on eligibility and the available federal funding, the Department determined that it could offer grants to sixteen source protection planning projects and three source security projects. See Attachment A for the full list of grants awarded and list of reviewers.

The Lake Winnepesaukee Association will use the source water protection grant funds to complete a land use model to estimate the phosphorus nutrient load for the five catchments within the Paugus Bay watershed. The results from this land use model will help identify which catchments currently have the greatest pollutant loading and thus which areas should be targeted for management actions to prevent future cyanobacteria blooms.

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

We respectfully request your approval of this item.


Robert R. Scott, Commissioner

GRANT AGREEMENT

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

1. Identification and Definitions.

| | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|-------------------------------------------------------------------------------------------------|-------------------------------------------|
| 1.1. State Agency Name NH Department of Environmental Services | | 1.2. State Agency Address 29 Hazen Drive, Concord, NH 03302-0095 | |
| 1.3. Grantee Name Lake Winnepesaukee Association | | 1.4. Grantee Address PO Box 1624, Meredith, NH 03253 | |
| 1.5. Grantee Phone # 603-581-6632 | 1.6. Account Number 03-44-44-441018-5564-072 | 1.7. Completion Date May 31, 2024 | 1.8. Grant Limitation \$ 28,455 |
| 1.9. Grant Officer for State Agency Melissa Macheras, NHDES | | 1.10. State Agency Telephone Number 603-271-2950 | |
| 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." | | | |
| 1.11. Grantee Signature 1 <i>Patricia Tarpey</i> | | 1.12. Name & Title of Grantee Signor 1 <i>Patricia Tarpey, President</i> | |
| Grantee Signature 2 | | Name & Title of Grantee Signor 2 | |
| Grantee Signature 3 | | Name & Title of Grantee Signor 3 | |
| 1.13. State Agency Signature(s) <i>Robert R. Scott</i> | | 1.14. Name & Title of State Agency Signor(s) Robert R. Scott, Commissioner, NHDES | |
| 1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) | | | |
| By: <i>J. H. H. H.</i> | | Assistant Attorney General, On: <i>3/6/2023</i> | |
| 1.16. Approval by Governor and Council (if applicable) | | | |
| By: | | On: <i>/ /</i> | |

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 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 PT
Date 2/7/23

- 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 PT
Date 2/7/23

EXHIBIT A
SPECIAL TERMS AND CONDITIONS

Lake Winnepesaukee Association:

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 1.7). Requests for payment along with required proof of work must be submitted no later than 90 days after the completion date or the grant will be closed out and funds will no longer be available.

If a deadline extension is requested, the grantee must make that request for approval at least two months before the completion date. Failure to do so may result in lower rankings of future grant applications.

Federal Funds paid under this agreement are from a Grant to the State from the U.S. Environmental Protection Agency, Drinking Water State Revolving Fund Set-Asides under CFDA #66.468. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant are hereby adopted in full force and effect to the relationship between this Department and the grantee.

Grantee Initials PT
Date 2/7/23

EXHIBIT B
SCOPE OF WORK

The Lake Winnepesaukee Association (LWA) will use New Hampshire Department of Environmental Services (NHDES) grant funds to address phosphorous loading due to recent cyanobacteria blooms in Paugus Bay, the city's primary source of drinking water. LWA will complete a land use model to estimate the phosphorus nutrient load for the five catchments within the Paugus Bay watershed. The results from this land use model will help identify which catchments currently have the greatest pollutant loading and thus which areas should be targeted for management actions. Additionally, the water quality monitoring program on Paugus Bay will be expanded to include near shore sampling of areas of concern.

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

Task 1. Preliminary Planning

Task 1a: Meet with Laconia Conservation Commission and Laconia Water Department to review roles, grant objectives and deliverables

Task 1b: Review and refine current water quality monitoring program on Paugus Bay to include areas of concern and provide a copy of the modified monitoring plan to NHDES for review and comment.

Task 1c: Hold a kickoff meeting with interested stakeholders, including Laconia Water Works, to discuss the project

Deliverables: Provide NHDES proposed monitoring plan for Paugus Bay and minutes from the kickoff meeting.

Task 2. Preparation of Site Specific Project Plan (SSPP)

Task 2a: Prepare and submit draft SSPP to be consistent and conforming to the technical detail of the New Hampshire Nonpoint Source Management Program QAPP for all of the data collection (monitoring), analysis, modeling and assessment aspects of the project

Task 2b: Address draft SSPP comments and submit final SSPP to NHDES

Deliverables: SSPP under the NH Nonpoint Source Management Program QAPP to address watershed load modeling

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Task 3. Pollutant Load Modeling

Task 3a: Create land use map for the five catchment areas

Task 3b: Determine the annual pollution source loads for the five selected catchments (P4, P5, P6, P7, P9) in the Paugus Bay watershed using the Spreadsheet Tool for Estimating Pollutant Loads (STEPL) or other approved method

Task 3c: Submit the pollution source load estimates for the catchments to NHDES

Task 3d: Review the results with Laconia Water Department, DPW, and Conservation Commission

Deliverables: Provide NHDES with the results of the pollutant load modeling

Task 4. Conduct Watershed and Shoreline Survey

Task 4a: Conduct a watershed assessment for the five catchments to determine sites requiring mitigation; i.e. infiltration sites, culvert upgrades, streambank erosion sites. This will include a shoreline survey will identify sites impacted from stormwater, erosion, lack of infiltration, culvert restrictions and/or lack of vegetated riparian buffer.

Task 4b: Estimates of the pollutant load reduction that could be expected to be achieved for each site-specific BMP will be calculated using the STEPL model.

Task 4c: Provide a summary report of the results from the watershed and shoreline surveys to NHDES

Deliverables: A BMP matrix which includes a description of the stormwater treatment actions, associated estimated nutrient load reduction, estimated costs, and an identification (map or description) of the critical areas in which those measures will be needed to be implemented, results of the STEPL model.

Task 5. Water Quality Monitoring

In accordance with the QAPP/SSPP, implement the water quality monitoring program on Paugus Bay at shoreland areas of concern.

Deliverables: Summary of the monitoring report submitted to NHDES

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Task 6. Public Education

Prepare a PowerPoint presentation and present to the City of Laconia

Deliverables: Summary report of the public outreach and presentation submitted to NHDES

Task 7. Grant Reports and Documentation

Prepare and submit electronic reports to NHDES during the project period, and submit final project report in electronic format to NHDES

Deliverables: Quarterly progress reports documenting all work performed on the project at the appropriate intervals throughout the duration of the project. Final report in electronic form submitted to NHDES on or before the project completion date.

Quarterly progress report forms must be completed by grant recipients or their subcontractor and submitted to NHDES every three months, beginning with the first full three (3) month quarter after grant approval from Governor & Council.

Grantee Initials PT
Date 2/7/23

EXHIBIT C
METHOD OF PAYMENT

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:

| Task Number/Description | Source Water Protection Grant |
|----------------------------------------------------------|--------------------------------------|
| Task 1: Preliminary Planning | \$2,000 |
| Task 2: Preparation of Site Specific Project Plan (SSPP) | \$2,000 |
| Task 3: Pollutant Load Modeling | \$4,000 |
| Task 4: Conduct Watershed and Shoreline Survey | \$10,990 |
| Task 5: Water Quality Monitoring | \$3,240 |
| Task 6: Public Education | \$2,225 |
| Task 7: Grant Reports and Documentation | \$4,000 |
| TOTAL | \$28,455 |

Grantee Initials PT
Date 2/7/23

CERTIFICATE of AUTHORITY

I, Larry Greeley, Secretary of the Lake Winnepesaukee Association, do hereby certify that:

- (1) I am the duly elected Secretary,
- (2) at a special meeting held on January 30, 2023, the Lake Winnepesaukee Association Board of Directors voted to accept NHDES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Lake Winnepesaukee Association 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:

Patricia Tarpey

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of the Lake Winnepesaukee Association, this 7th day of February, 2023.

Larry Greeley

Larry Greeley, Secretary

STATE OF NEW HAMPSHIRE
County of Belknap

On this the 7th day of February, 2023, before me Deborah Grant (Notary Public) the undersigned officer, personally appeared Larry Greeley, who acknowledged himself to be the Secretary of the Lake Winnepesaukee Association being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

Deborah Grant

Name of Notary Public:

(signature above)

Commission Expiration Date:



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 LAKE WINNIPESAUKEE ASSOCIATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 18, 1976. 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: 64097

Certificate Number: 0006100554



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 31st day of January A.D. 2023.

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

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/06/2022

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).

| | | | |
|-----------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425 | | CONTACT NAME: Fairley Kennealy PHONE (A/C, No, Ext): (603) 293-2791 FAX (A/C, No): (603) 293-7188 E-MAIL ADDRESS: fairley@esinsurance.net | |
| INSURED Lake Winnepesaukee Association PO Box 1624 Meredith NH 03253 | | INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance Co. NAIC # 24082 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 22-23 **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 | ADDD | SUBR | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|---------------|-------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | | BKS57237472 | 03/24/2022 | 03/24/2023 | 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 - COMPI/OP AGG \$ 2,000,000 Expense Mod Factor 1 \$ |
| | AUTOMOBILE LIABILITY <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) \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | XWS57237472 | 01/23/2022 | 01/23/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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)

2023 Local Source Water Protection Program Grant: SWP-349

Certificate Holder is an additional insured (CGL) as required by signed contract with the named insured.

CERTIFICATE HOLDER

State of New Hampshire Department
of Environmental Services
29 Hazen Drive, PO Box 95
Concord NH 03302

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
Fairley Kennealy

Attachment A
2023 Local Source Water Protection Grant Rankings

Applications and Status

Source Protection Planning Projects

| Grant Applicant | Project Location | Grant Amount | Notes | Score |
|-------------------------------------------|----------------------------------|---------------------|---------------------|--------------|
| City of Portsmouth | Madbury | \$25,000 | <i>Approved</i> | 102 |
| Village of Northwood Ridge Water District | Northwood | \$4,712 | <i>Approved</i> | 97 |
| Merrimack Village Water District | Merrimack | \$25,000 | <i>Approved</i> | 93.5 |
| Town of Hopkinton | Hopkinton | \$25,000 | <i>Approved</i> | 93.5 |
| Monadnock Conservancy | Keene | \$25,000 | <i>Approved</i> | 89.5 |
| Lake Winnepesaukee Association | Laconia | \$28,455 | <i>Approved</i> | 87 |
| Rockingham Planning Commission | Plaistow, Kingston, Salem | \$21,073 | <i>Approved</i> | 84 |
| Town of Peterborough | Peterborough | \$25,000 | <i>Approved</i> | 83 |
| Laconia Water Works | Laconia | \$3,132 | <i>Approved</i> | 82.5 |
| Town of Canaan | Canaan | \$18,000 | <i>Approved</i> | 81 |
| Town of Epping | Epping | \$25,000 | <i>Approved</i> | 74.5 |
| Rockingham Planning Commission | Raymond, Fremont | \$18,907 | <i>Approved</i> | 74 |
| Andover Village District | Andover | \$25,000 | <i>Approved</i> | 74 |
| City of Keene | Keene | \$14,200 | <i>Approved</i> | 72 |
| Lakes Region Planning Commission | Belmont, Northfield, Sandwich | \$24,825 | <i>Approved</i> | 72 |
| Strafford Regional Planning Commission | Newmarket | \$18,223 | <i>Approved</i> | 71.5 |
| City of Keene | Keene | \$25,000 | <i>Not approved</i> | 65.5 |
| Belknap County Conservation District | Sanbornton | \$26,431 | <i>Not approved</i> | 0 |

**Attachment A
2023 Local Source Water Protection Grant Rankings**

Source Security Projects

| Grant Applicant | Project Location | Grant Amount | Notes | Score |
|---------------------------------------|-------------------------|---------------------|---------------------|--------------|
| Hopkinton Village Precinct | Hopkinton | \$5,465 | <i>Approved</i> | 40.5 |
| Gunstock Acres Village Water District | Gilford | \$24,050 | <i>Approved</i> | 33 |
| Cogswell Spring Water Works | Henniker | \$18,400 | <i>Approved</i> | 23 |
| Cogswell Spring Water Works | Henniker | \$1,759 | <i>Not approved</i> | 0 |
| Town of Lancaster | Lancaster | \$24,200 | <i>Not approved</i> | 0 |

Grant Reviewer List

| Name | Department | Bureau | Title | Experience |
|------------------|-------------------|-------------------------------------|------------------------|-------------------------------------|
| Pierce Rigrod | NHDES | Drinking Water & Groundwater Bureau | Supervisor VII | Grant Project Management (18 years) |
| Melissa Macheras | NHDES | Drinking Water & Groundwater Bureau | Program Specialist III | Grant Project Management (2 years) |