



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

March 29, 2024



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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to amend a grant agreement (PO#9005912) with the Gunstock Acres Village District (VC# 352553 B001), by extending the completion date to December 31, 2024 from May 31, 2024 to complete a project to better protect drinking water from contamination. No additional funding is involved in this time extension. The grant agreement was originally approved by Governor and Council on March 22, 2023 as Item #80. 100% Federal Funds.

EXPLANATION

We are requesting approval of this amendment in order to provide Gunstock Acres Village District additional time to complete the work within the agreed upon scope of services. The reason for the requested extension involves an old pump station associated with the public water system that needs to be removed before the fencing project can begin. The contractor responsible for moving the pump station has been delayed and will not begin work until August, which is after the original grant agreement end date. To date, \$0 of the original grant award of \$24,050 has been spent.

All other conditions of the original agreement will remain in full effect. This amendment has been approved as to form, substance, and execution by the Office of the Attorney General. In the event that Federal funds become 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 with Gunstock Acres Village District
Local Source Water Protection Grant
Amendment No. 1**

This Agreement (hereinafter referred to as the "Amendment") dated this 15 day of March, 2024, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the "State") and Gunstock Acres Village District, acting by and through its Grant Coordinator, Howard Epstein (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter referred to as the "Agreement") approved by the Governor and Council on March 22, 2023, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, the Grantee and the State have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:

(A) The Completion Date as set forth in sub-paragraph 1.6 of the Agreement shall be changed from May 31, 2024 to December 31, 2024.

2. Effective Date of Amendment: This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.

3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

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

GUNSTOCK ACRES VILLAGE DISTRICT

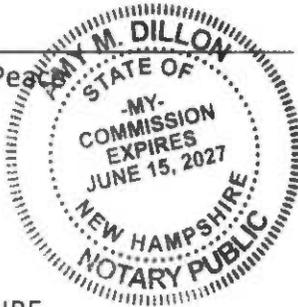
By: Howard Epstein, GRANT COORDINATOR, GUNSTOCK ACRES VILLAGE WATER DISTRICT
Howard Epstein, Grant Coordinator, Gunstock Acres Village District

STATE OF NEW HAMPSHIRE
COUNTY OF Belknap

On this the 15 day of March, 2024, before the undersigned officer, personally appeared Howard Epstein who acknowledged himself to be the person who executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Amy M. Dillon
Notary Public/Justice of the Peace
My Commission Expires:
June 15, 2027



THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By: Robert R. Scott
Robert R. Scott, Commissioner

Approved by Attorney General this 3rd day of April, 2024, as to form, substance and execution.

OFFICE OF ATTORNEY GENERAL

By: Melissa Fales
Melissa Fales, Assistant Attorney General

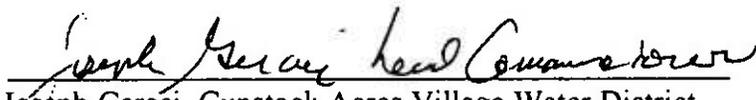
**Certificate of Vote of Authorization
GRANT ID SWP-361 Extension**

**GUNSTOCK ACRES VILLAGE WATER DISTRICT
PO BOX 7118
GILFORD, NH 03247**

I, JOSEPH GERACI, Lead Commissioner for Gunstock Acres Village Water District in the Town of Gilford, NH do hereby certify that at a meeting held on March 12, 2024 the Gunstock Acres Village Water District Commissioners voted to enter into an extension agreement for the original Local Source Water Protection Grant agreement approved on March 22, 2023.

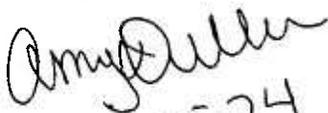
The Commissioners of the Gunstock Acres Village Water District in the Town of Gilford, NH further authorize Howard Epstein, Grant Coordinator for Gunstock Acres Village Water District, to execute any documents which may be necessary to complete this agreement.

Signature


Joseph Geraci, Gunstock Acres Village Water District,
Lead Commissioner

Notary Seal:




3.15.24



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Gunstock Acres Village Water District P.O. Box 7718 Gilford, 03247 NH		Member Number:	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716		
X	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not:	
	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2023	7/1/2024	Each Occurrence	\$ 2,000,000
				General Aggregate	\$ 10,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
	Workers' Compensation & Employers' Liability			Statutory	
				Each Accident	
				Disease - Each Employee	
				Disease - Policy Limit	
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
State of NH Department of Environmental Services 29 Hazen Dr PO Box 95 Concord, NH 03302-0095			By: <i>Mary Beth Purcell</i>
			Date: 3/12/2024 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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February 3, 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 Gunstock Acres Village District (VC # 352553 8001) in the amount of \$24,050 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:

03-44-44-441018-5564-072-500574

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

FY2023
\$24,050

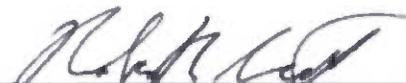
EXPLANATION

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 loan management fee 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.

Gunstock Acres Village District will use the source water protection grant funds to install security around three of their wells and a newly installed water storage tank.

This agreement has been approved as to form, substance, and execution by the Office of the Attorney General. In the event that the fee 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

Handwritten note: Handwritten signature and date 3/15/2024



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

March 23, 2023

Howard Epstein
Gunstock Acres Village District
231 Sagamore Road
Gilford, NH 03249

Subject: 2023 Local Source Water Protection Program Grant: SWP-361

Dear Mr. Epstein:

Enclosed is a copy of the approved Local Source Water Protection Grant Agreement for *Well and Tank Fence*. The project can begin at your convenience but must be completed by May 31, 2024.

As each task documented in the agreement is completed, please submit the enclosed *Request for Award of Source Water Protection Grant Funds* form and invoices or deliverables documenting work performed. Any changes to the scope of services or reallocation of grant funds among tasks require NHDES approval in advance. Also, if applicable, please be sure that any consultant or subcontractor receives a copy of Exhibits A-C.

The enclosed *Local Source Water Grant Quarterly Progress Report Form* must be completed quarterly (for each three-month time period), beginning with the first full quarter after grant approval. For your project, the first reporting period will be April 1, 2023 to June 30, 2023, and the form will be due in July 2023.

Applicants are requested to make a good faith effort to utilize disadvantaged businesses for any services, equipment and/or supplies purchased. A list of disadvantaged businesses is available at <http://www.nh.gov/dot/business/contractors.htm>.

Please contact me if you need assistance at 603-271-2950 or Melissa.E.Macheras@des.nh.gov.

Sincerely,

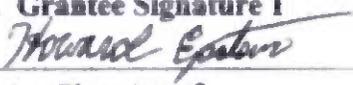
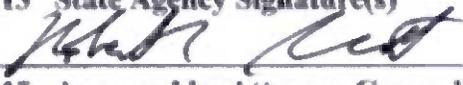
Melissa Macheras
Drinking Water and Groundwater Bureau

Enclosures: Final Grant Agreement, Request for Award Form, Quarterly Report Form

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 Gunstock Acres Village District		1.4. Grantee Address 231 Sagamore Road, Gilford, NH 03249	
1.5. Grantee Phone # 603-293-0002	1.6. Account Number 03-44-44-441018-5564-072	1.7. Completion Date May 31, 2024	1.8. Grant Limitation \$ 24,050
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 		1.12. Name & Title of Grantee Signor 1 HOWARD EPSTEIN, GRANT COORDINATOR	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) 		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: 		Assistant Attorney General, On: 2/12/2023	
1.16. Approval by Governor and Council (if applicable)			
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").

 3/15/2024

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. 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.

12.2. 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 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.

12.3. 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.

12.4. **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

Harold Epstein 3/15/2024

Grantee Initials HE
Date 02/01/2023

- 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 assigns. 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.

Handwritten: Harold Estor 3-15-2024

Grantee Initials H.E.
Date 02/01/2023

EXHIBIT A
SPECIAL TERMS AND CONDITIONS

Gunstock Acres Village District:

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.

Howard Caplan 3/15/2023

Grantee Initials *H.C.*
Date *02/01/2023*

EXHIBIT B
SCOPE OF WORK

Gunstock Acres Village District (GAVD) will use New Hampshire Department of Environmental Services (NHDES) grant funds to install 400 feet of fencing with gates to protect three wells and a newly installed 80,000-gallon tank. This fencing will directly protect the three sources and a water storage tank. Additionally, GAVD will distribute an educational mailing to its customers to alert them of the construction and prevent any vandalism or unauthorized access to the site.

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

Task 1. Purchase and Installation of Security Fencing

Purchase and install 400 feet of fencing to encompass three of the water system's production wells and the newly installed 80,000-gallon tank.

Deliverables: Photos of security fence installation.

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 R.E.
Date 02/01/2023

Harold Green 3/15/2024

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: Purchase and Installation of Security Fencing	\$24,050
TOTAL	\$24,050

Grantee Initials A.G.
Date 02/01/2023

Handwritten signature and date: Howard [unclear] 2/15/2024

CERTIFICATE OF VOTE

We, the undersigned duly elected Water Commissioners of The Gunstock Acres Village Water District, henceforth known as GAVWD, voted on January 31, 2023 to approve and accept the Proposed 2022 Local Source Water Protection Grant as stated in the letter dated January 30, 2023 from the NH Department of Environmental Services.

The undersigned hereby authorize, Howard Epstein, as GAVWD Grant Coordinator to execute this grant from the NH Department of Environmental Services.

Name

Kurt Houston
Kurt Houston, GAVWD Commissioner

Name

Joe Garci
Joe Garci, Lead GAVWD Commissioner

Notary:

Diork Wallace Diork Wallace

My authorization expires on:

05/20/2025

Seal:



The above named, Joe Garci and Kurt Houston came before me on 1/31/2023 and produced NHOL and signed.

Howard Epstein 3/15/2024



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Gunstock Acres Village Water District P.O. Box 7718 Gilford, 03247 NH		Member Number:		Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:		
<input checked="" type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2022	7/1/2023	Each Occurrence		\$ 5,000,000
			General Aggregate		\$ 5,000,000
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)		
			Aggregate		
<input type="checkbox"/> Workers' Compensation & Employers' Liability			Statutory		
			Each Accident		
			Disease - Each Employee		
			Disease - Policy Limit		
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)		
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
			By: <i>Mary Beth Powell</i>
State of NH Department of Environmental Services 29 Hazen Dr PO Box 95 Concord, NH 03302-0095			Date: 1/31/2023 mpurcell@nhprimex.org
			Please direct inquiries to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Harold E. Smith 3/15/2024

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

Grant Reviewer List

Name	Department	Bureau	Title	Justification (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)

Applications and Status

Source Protection Planning Projects

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

Handwritten signature: Harold Egan 3/15/2024

Source Security Projects

Grant Applicant	Project Location	Grant Amount	Notes	Score
Hopkinton Village Precinct	Hopkinton	\$5465	<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

Harold Eaton 3/15/2024