



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

**Thomas S. Burack, Commissioner**

*Celebrating 25 Years of Protecting  
New Hampshire's Environment*



January 3, 2013

Her Excellency, Governor Margaret Wood Hassan  
and The Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Environmental Services to enter into a Grant Agreement with the Lake Winnepesaukee Watershed Association, (VC# 155053), Meredith, NH in the amount of \$57,000 to complete the *Development of a Watershed Plan for Lake Waukewan and Lake Winona Project*, effective upon Governor and Council approval through December 31, 2015. 100% Federal Funds.

Funding is available in the account as follows:

	<u>FY 2013</u>
03-44-44-442010-2035-072-500575	\$57,000
Dept. Environmental Services, NPS Restoration Program, Grants-Federal	

**EXPLANATION**

The Department of Environmental Services issued a Request For Proposals (RFP) for the 2012 Watershed Assistance and Restoration Grants program. Proposals were ranked based on the criteria included in the RFP: water quality benefits; commitment of local support; clarity of project outcomes; tasks matching goals; and, overall quality of the proposal. Eligible organizations were invited to attend an interview with DES staff to further discuss their proposed projects. Based on results of the review process and available federal grant funding levels, ten projects were selected to submit comprehensive full project proposals. Based on the review of the full proposals, all ten were selected to receive funding. Please see Attachment B for a list of project rankings and review team members.

The DES Watershed Assistance Section focuses on the reduction of nonpoint source (NPS) pollution. NPS pollution occurs when rainfall, snowmelt, or irrigation water runs over land or through the ground, transporting materials which are then deposited into rivers, lakes, and coastal waters, or introduced into the groundwater. Pollutants can include chemicals, sediments, nutrients, and toxics. These materials can have harmful effects on drinking water supplies, recreation, fisheries, and wildlife. Land development or changes in land use can also cause NPS pollution by disrupting the natural hydrology of a water body, increasing impervious surfaces, and contributing to the loss of aquatic habitat. Watershed Assistance programs address NPS pollution by managing land use and drainage on a watershed scale.

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The goal of this project is to develop a watershed-based plan for Lake Waukegan and Lake Winona. The Waukegan-Winona watershed is part of the greater Meredith Bay, Winnepesaukee watershed. The watershed includes five towns in and around Meredith, NH. Development around the lake consists of a mix of seasonal and residential homes and cottages. Businesses on the lake include some commercial and light industrial use, especially in the Monkey Pond sub-watershed of Lake Waukegan. The lakes are impaired for Aquatic Life Use due to low dissolved oxygen concentrations and, in the case of Lake Waukegan, cyanobacteria blooms.

The proposed watershed planning effort will evaluate existing water quality data, current and future watershed conditions, and in-lake status to determine the sources and causes of water quality impairment. The completed watershed-based plan will provide recommendations for non-structural and structural approaches for reducing current and future sources of phosphorus to the lake. Specifically, the proposed project will: a) quantify primary sources of phosphorus loading, using existing data and a watershed and lake response model; b) use a build-out analysis approach to predict future phosphorus sources and loading rates; c) prioritize sources and make recommendations for actions to reduce phosphorus loading to the lake; d) develop and implement an outreach program for residents and lake users about the sources and consequences of non-point source pollution; e) develop preliminary best management practice designs to address sources; f) implement two small demonstration projects; and, g) develop methods for tracking progress during implementation of the plan recommendations.

The total project costs are budgeted at \$95,019. DES will provide \$57,000 (60%) of the project costs through a federal grant and the Province Lake Association will provide the remaining costs through cash and in-kind services. A budget breakdown is provided in Attachment A. As required by Section 319 of the Clean Water Act, federal funds provided to this project must be matched by a local, state, or private share of at least 40 percent. In the event that federal funds become no longer available, general funds will not be requested to support this program.

The agreement has been approved by the Office of the Attorney General as to form, execution, and content. We respectfully request your approval.

  
Thomas S. Burack, Commissioner

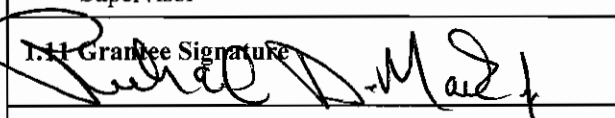
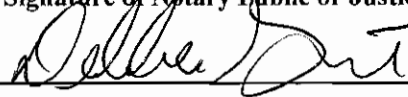

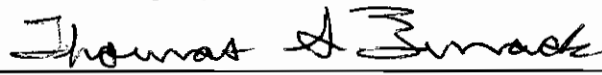
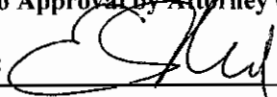
## GRANT AGREEMENT

Subject: Development of a Watershed Plan for Lake Waukegan and Lake Winona

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

### GENERAL PROVISIONS

#### 1. IDENTIFICATIONS AND DEFINITIONS

<b>1.1 State Agency Name</b> Department of Environmental Services		<b>1.2 State Agency Address</b> 29 Hazen Drive Concord, NH 03301	
<b>1.3 Grantee Name</b> Lake Winnepesaukee Watershed Association		<b>1.4 Grantee Address</b> PO Box 1624 Meredith, NH 03253	
<b>1.5 Effective Date</b> Upon G&C approval	<b>1.6 Completion Date</b> December 31, 2015	<b>1.7 Audit Date</b> N/A	<b>1.8 Grant Limitation</b> \$57,000
<b>1.9 Grant Officer for State Agency</b> Eric Williams, Watershed Assistance Section Supervisor		<b>1.10 State Agency Telephone Number</b> 603-271-2358	
<b>1.11 Grantee Signature</b> 		<b>1.12 Name &amp; Title of Grantee Signor</b> Richard DeMark - Secretary	
<b>1.13 Acknowledgment: State of New Hampshire, County of <u>Belknap</u></b> On <u>11/16/12</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> (Seal) 			
<b>1.13.2 Name &amp; Title of Notary Public or Justice of the Peace</b> <u>Debbie Grant, Notary</u>			
<b>1.14 State Agency Signature(s)</b> 		<b>1.15 Name/Title of State Agency Signor(s)</b> Thomas S. Burack, Commissioner	
<b>1.16 Approval by Attorney General's Office (Form, Substance and Execution)</b> By:  Attorney, On: <u>12/7/12</u>			
<b>1.17 Approval by the Governor and Council</b> By: _____ On: / /			

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

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

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

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

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

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

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

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

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

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

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

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

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

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. **PERSONNEL.**

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

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

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

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

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4 On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. **EVENT OF DEFAULT; REMEDIES.**

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 failure to perform the Project satisfactorily or on schedule; or  
11.1.2 failure to submit any report required hereunder; or  
11.1.3 failure to maintain, or permit access to, the records required hereunder; or

11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

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

11.2.1 give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement

and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and 11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

**12. TERMINATION.**

12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4 Notwithstanding anything in this Agreement to the contrary, either the State or except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

**13. CONFLICT OF INTEREST.** No officer, member or employee of the Grantee and no representative, officer 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 approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

**14. GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement, the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker's compensation or emoluments provided by the State to its employees.

**15. ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

**16. INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee of Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

**17. INSURANCE AND BOND.**

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the

benefit of the State, the following insurance:

17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice has been received by the State.

**18. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

**19. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

**20. AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

**21. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

**22. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**23. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

**Exhibit A**  
**Scope of Services**

The Lake Winnepesaukee Watershed Association (LWWA) shall perform the following tasks as described in the detailed proposal titled *Development of a Watershed Plan for Lake Waukegan and Lake Winona* submitted by the LWWA, dated August 30, 2012:

**Objective 1:** Preliminary Planning

Measures of Success: Contract with environmental consulting firm to aid in development of the Waukegan-Winona Watershed Management Plan (Objective 9). The watershed management plan will address EPA elements "a-i" as outlined in objectives 3-8. Qualified consultant is identified; contract, scope of work, and budget are approved; working with stakeholders, chairs are selected for various project components

**Deliverable 1:** Provide DES with draft and final versions of RFQ, related documents and Subcontracts, and documentation of kick-off meeting.

Task 1: Develop and issue Request for Qualifications for consultant's role in developing the watershed management plan.

Task 2: Review consultant responses and conduct interviews.

Task 3: Select consulting firm and draft contract agreement between the organization and the consultant for Scope of Work. The Scope of Work shall, at a minimum, include all tasks outlined in objectives 2-8, with the understanding that Objective 8 education and outreach tasks will be carried out with the assistance of LWWA and volunteers.

Task 4: Obtain DES approvals draft contract agreement, scope of work, and project budget to DES for review and approval.

Task 5: Following NH DES approval of the contract documents, execute the contract agreement with the selected consulting firm.

Task 6: Hold a watershed management planning project kick-off meeting with stakeholders, and prepare and submit meeting documentation, such as hand-out materials and sign-in sheets, to DES.

**Objective 2:** Preparation of site specific project plan (SSPP)

Measures of Success: A SSPP will be completed and approved by DES.

**Deliverable 2:** Develop the SSPP using the Generic Watershed Management Plan QAPP to address assimilative capacity, watershed load modeling, and BMP/ NPS load reduction management measures.

Task 7: Prepare and submit a SSPP for all of the data analysis, modeling and assessment aspects of the project to DES for review and comment.

Task 8: Incorporate SSPP review comments and submit final SSPP to DES for approval and signatures. No data manipulation, modeling, or sampling to commence prior to approval of the SSPP.

**Objective 3:** Assemble water quality data and determine assimilative capacity for each water quality parameter.

Measures of Success: Total assimilative capacity, reserve assimilative capacity, and remaining

assimilative capacity for phosphorus are calculated for each waterbody.

**Deliverable 3:** Provide DES with documentation of the calculation of the current water quality criteria for phosphorus and chlorophyll-a, and verification that the water quality is below the thresholds for High Quality waters.

Task 9: Gather existing water quality data and determine if acceptable for use in analysis of assimilative capacity. Obtain the water quality data for Lake Waukegan and Winona for past 20 yrs from NH DES EMD.

Task 10: Determine the historical and current median total phosphorus and chlorophyll-a levels for the deep water sites.

Task 11: Calculate the total assimilative capacity, reserve assimilative capacity, and remaining assimilative capacity for phosphorus for each waterbody according to its best historical trophic class.

Task 12: Analyze data to verify that current median phosphorus concentration is within the remaining assimilative capacity.

**Objective 4:** Establish the water quality goal for phosphorus for both Waukegan and Winona.

Measures of Success: A water quality goal for phosphorus will be formally approved by the committee and NH DES.

**Deliverable 4:** Development and documentation of the process required for formally arriving at the water quality goal for phosphorus.

Task 13: Establish a water quality advisory committee (WQAC) to review existing data and set a water quality goal. Invite and convene representatives from NH DES, volunteer water quality monitors for Waukegan and Winona, and Town officials to review water quality data.

Task 14: Establish process for determining the water quality goal.

Task 15: Implement and document the process. Conduct a facilitated meeting with the WQAC, Steering Committee, and DES to agree on the water quality goal.

**Objective 5:** Identify current and future pollution sources.

Measures of Success: Individual sources are identified with sufficient resolution to develop watershed plan and prioritize action

**Deliverable 5:** Provide watershed and in-lake model outputs identifying the current and future pollution (phosphorus) source loads by land use type and source group by subwatershed and resulting predicted in-lake concentrations for phosphorus and chlorophyll-a.

Task 16: Determine annual pollution source loads for each subwatershed using the Spreadsheet Tool for Estimating Pollutant Loads (STEPL) or other approved method. LWWA will have performed preliminary pollutant load analyses. Submit current annual pollution source load estimates to NHDES.

Task 17: Coordinate with volunteers to conduct ground-truthing of land use in the watershed from 2005 Waukegan Watershed Management Plan, on-line mapping sources and aerial photography.

Task 18: Collect phosphorous samples during spring, late summer and fall overturn to estimate the internal phosphorus load. All monitoring will be completed under an approved SSPP.

Task 19: Using in-lake response models, including Vollenweider (or appropriate in-lake conversion model), in combination with empirical data, estimate in-lake phosphorus concentration and associated

chlorophyll-a concentration. Submit to DES for review/ approval.

Task 20: Run additional modeling scenarios including natural background, build-out under current zoning, near term, planned future development, and others to meet water quality target.

**Objective 6:** Estimate pollution reduction and determine actions needed to maintain the water quality goal and future watershed conditions.

Measures of Success: Actions are identified that are realistically achievable and collectively will maintain the water quality goal.

**Deliverable 6:** Provide a summary report of the NPS management measures that will used to achieve the load reduction estimated under EPA element "b" (as well as to achieve other watershed goals identified in this watershed-based plan), and an identification (using a map or a description) of the critical areas in which those measures will be needed to implement this plan.

Task 21: Review planning ordinances Review and update Chapter 4 of the 2005 Waukevan Watershed Management Plan.

Task 22: Estimate the amounts of technical and financial assistance needed, associated costs, and/or the sources and authorities that will be relied upon, to implement the management measures in the watershed management plan.

Task 23: Review and update strategies compiled in the 2005 Waukevan WMP and in the 2010 MPSB Subwatershed Plan. Compile new strategies and review with steering committee members in order to identify feasible schedules and responsible entities for the eventual implementation of the prioritized strategies.

Task 24: Develop and describe interim, measurable milestones for determining whether NPS management measures or other control actions are being implemented

Task 25: Develop a tracking mechanism for plan recommendations so that successful implementation of the plan can be evaluated. The NH DES VLAP monitoring program will be used and adapted to evaluate in-lake phosphorus concentrations.

Task 26: Coordinate with the consultant and steering committee to develop a set of criteria or statistical analysis that can be used to determine whether the desired phosphorus loading is being achieved over time and if substantial progress is being made towards attaining water quality standards, and, if not, the criteria for determining whether this watershed-based plan needs to be revised. Prepare a brief summary report as described under Deliverable 6 and submit the report to DES.

**Objective 7:** Determine site specific stormwater treatment actions needed to maintain the water quality goal and future watershed conditions.

Measures of Success: Required reductions are achievable.

**Deliverable 7:** Provide DES with an estimate of the total load reduction needed to maintain the water quality goal for future watershed conditions.

Task 27: Determine phosphorus reductions needed to achieve the in-lake phosphorus water quality goal for current and future watershed conditions

Task 28: Coordinate with the consultant to conduct watershed assessments at the subwatershed level to identify 50-100 sites requiring mitigation such as infiltration, culvert upgrades, or streambank stabilization. Site information will include photos, mark-ups, BMP descriptions, design and construction cost estimates.



Task 29: Complete modeling under the approved SSPP to estimate pollutant load reduction for each site specific bmp.

Task 30: Communicate results of objectives #3-#7 to all stakeholders at one public meeting and provide summary documentation to DES of those objectives for use on the Winnepesaukee Gateway website.

**Objective 8a:** Provide multiple opportunities for participatory involvement for watershed residents.

Measures of Success: Participation by 20 residents in calculating their stormwater footprint using the "What's your P?" calculator on website, four nonpoint source pollution socials held in key neighborhoods in the watershed.

**Deliverable 8a:** Summary report submitted to DES which details and assesses watershed residents use of on-line tools, BMP workshops participation and BMP project volunteering.

Task 31: Assess stormwater learning by promoting and tracking watershed residents' use of the online tool "What's Your P?" to determine their stormwater footprint.

Task 32: Recruit, train and mobilize volunteers to conduct watershed survey to determine pollution sources and educate the lake residents to the connections between land use and water quality.

Task 33: Conduct four Neighborhood Nonpoint Source Socials. Demonstrate the NH Residential Loading model to calculate stormwater footprints. Use actual properties as examples to run through "Follow the flow" and the "What's Your P?" calculator.

Task 34: Assess and evaluate nonpoint source learning by working with partners to identify and recruit property owners for stormwater BMP projects. Prepare a summary report as described in Deliverable 8a and submit the report to DES.

**Objective 8b:** Educate watershed residents and businesses through outreach

Measures of Success: Numbers of businesses and residents engaged and materials distributed, and increased membership/activity in Wi-CAN network.

**Deliverable 8b:** Summary report submitted to DES which details and assesses the education of watershed residents through outreach efforts

Task 35: Invite speakers to the annual meetings for lake associations each year to update the membership on the progress of the watershed plan project and the importance of working to reduce pollutant loading to Waukegan and Winona.

Task 36: Build capacity in the Wi-CAN network by hosting the Wi-CAN network blog, which will provide an opportunity for residents to share and comment on issues of concern, and offer opportunities for active participation. Prepare a summary report as described in Deliverable 8b and submit the report to DES.

**Objective 9:** Publish a Watershed Management Plan for the Lake Waukegan subwatershed through incorporation with the existing Lake Winnepesaukee Watershed Management Plan (LWWMP) website.

Measures of Success: The Lake Waukegan-Winona Watershed Management Plan is approved and posted to the website at <http://winnepesaukee.gateway.org/>.

**Deliverable 9:** Completion and upload of the Waukegan-Winona WMP to the LWWMP website

Task 37: Draft WMP Submit draft watershed management plan components to DES and Steering

Committee for initial review and comment. The draft watershed plan will be delivered through the Winnepesaukee Gateway Website. All materials used to support the WMP through the Gateway website and the content on the Gateway website will be provided to DES for review and comment prior to posting.

Task 38: Coordinate with Steering Committee, project managers, and stakeholders to review watershed management plan and provide comments to LWWA.

Task 39: Review and address draft WMP comments and prepare final WMP

Task 40: Integrate final Waukegan-Winona subwatershed management plan into Winnepesaukee Gateway website. Provide electronic copies of model(s) used to develop the plan along with an electronic copy of the watershed plan components uploaded to the Gateway website as related to Waukegan and Winona.

**Objective 10:** BMP Design and Construction

Measures of Success: Designs are delivered that can be readily implemented at specific locations in the watershed.

**Deliverable 10:** Provide DES with draft and final design plans and summary report with photo documentation of BMP implementation.

Task 41: Further define and provide preliminary design for up to 6 BMPs identified in objective 7 Evaluate conditions, and make selections based upon estimated load reduction, cost, feasibility and opportunity. Submit proposed BMPs to DES for review and approval.

Task 42: Design final plans, cost estimates and bid packages for the BMPs selected in Task 41. Submit final designs and cost estimates to DES for review and approval. Complete State and Federally approved bid process to select construction contractor.

Task 43: Construct 1-2 BMPs based on prioritization of management measures and load reductions achieved, and the amount of matching cash funds available. Any funds remaining from tasks 41 and 42 may be applied towards construction. Submit selections to DES for review and approval. Submit a summary report or construction completion including photo documentation to DES.

**Objective 11:** Grant reports and documentation

Measures of Success: Delivery of acceptable grant reports, match documentation, invoices, etc.

**Deliverable 11:** Semi-annual reports documenting all work performed on the project at the appropriate intervals throughout the duration of the project, and a comprehensive final report provided to DES prior to the project Completion Date.

Task 44: Prepare and submit electronic semi-annual reports to DES during 2012-2014. Submit semi-annual reports to DES with supportive deliverables and tasks completed for each reporting period.

Task 45: Prepare and submit a comprehensive final report in both electronic and hard-copy to DES on or before the project completion date. The final report shall include a description of all tasks completed and shall comply with the DES and EPA requirements found in the final report guidance document provided to grant recipients by DES.

## **Additional Requirements of the Agreement**

### **Quality Assurance**

All project activities which are to be guided by a Quality Assurance document such as a Quality Assurance Project Plan (QAPP) or Site Specific Project Plan (SSPP) must **not** begin prior to DES/EPA approval of that QA document. In the event that sampling, modeling, or other such activities precede QA document approval, the data will not be considered valid, and the grantee will forfeit the ability to receive payment for those activities.

### **Outreach Materials**

All materials produced for public distribution shall be reviewed and approved by DES prior to distribution and shall include the DES logo and the following citation: "Funding for this project was provided in part by a Watershed Assistance Grant from the NH Department of Environmental Services with Clean Water Act Section 319 funds from the U.S. Environmental Protection Agency".

### **Operations and Maintenance**

Management practices implemented as agreed upon in the scope of services of this grant agreement and with grant funds or matching funds under a Section 319 Watershed Grant, shall be properly operated and maintained for the intended purposes during the life span of the project. The life span of a project shall be determined by the Grantee, tailored to the types of practices expected to be funded in this project, and agreed upon by DES. The Grantee shall provide DES with an engineering estimate of the design life of the best management practice(s) (BMPs), or in the case of small-scale BMPs which do not have a design life estimation completed by an engineer, the design life of that practice shall be estimated to be ten years.

Operation includes the administration, management, and performance of non-maintenance actions needed to keep the completed practice safe and functioning as intended. Maintenance includes work to prevent deterioration of the practice, repairing damage, or replacement of the practice to its original condition if one or more components fail. The Grantee shall obtain written operation and maintenance (O&M) agreements from landowners of properties where BMPs are implemented. The Grantee shall assure that any O&M agreement or sub-award of Section 319 funds shall likewise include the same O&M requirements and conditions as this Agreement. Additionally, both EPA and DES reserve the right to periodically inspect a practice during the life span of the project to ensure that operation and maintenance are occurring. If it is determined that the participants are not operating and maintaining these practices in an appropriate manner, DES may request a refund for that practice supported by the grant.

**Exhibit B**  
**Contract Price and Method of Payment**

No Tasks shall be eligible for payment until the Grantee receives written notification from DES that project work may begin. All services shall be performed to the satisfaction of DES before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of an associated invoice. Documentation of match costs (including the value of volunteer labor) shall be provided with each payment request. The final invoice shall include total match cost documentation of \$38,019.00. Payment shall be made in accordance with the following schedule based upon completion of specific tasks described in Exhibit A:

Upon completion and DES approval of Task 1	\$500
Upon completion and DES approval of Task 2	\$500
Upon completion and DES approval of Task 3	\$500
Upon completion and DES approval of Tasks 4 through 6	\$1,600
Upon completion and DES approval of Tasks 7 and 8	\$500
Upon completion and DES approval of Tasks 9 through 12	\$500
Upon completion and DES approval of Tasks 13 through 15	\$750
Upon completion and DES approval of Task 16	\$2,000
Upon completion and DES approval of Task 17	\$750
Upon completion and DES approval of Task 18	\$2,000
Upon completion and DES approval of Tasks 19 and 20	\$4,500
Upon completion and DES approval of Task 21	\$600
Upon completion and DES approval of Task 22	\$800
Upon completion and DES approval of Task 23	\$600
Upon completion and DES approval of Task 24	\$650
Upon completion and DES approval of Task 25	\$300
Upon completion and DES approval of Task 26	\$480
Upon completion and DES approval of Task 27	\$680
Upon completion and DES approval of Task 28	\$7,750
Upon completion and DES approval of Task 29	\$2,200
Upon completion and DES approval of Task 30	\$1,000
Upon completion and DES approval of Tasks 31 and 32	\$500
Upon completion and DES approval of Tasks 33 and 34	\$1,600
Upon completion and DES approval of Tasks 35 and 36	\$200
Upon completion and DES approval of Tasks 37 through 39	\$2,500
Upon completion and DES approval of Task 40	\$5,000
Upon completion and DES approval of Task 41	\$4,540
Upon completion and DES approval of Task 42	\$8,500
Upon completion and DES approval of Task 43	\$3,000
Upon completion and DES approval of Tasks 44 and 45	\$2,000
Total	\$57,000

Funding is provided through a Watershed Assistance Grant from the NH Department of Environmental Services with Clean Water Act Section 319 funds from the U.S. Environmental Protection Agency.

**Exhibit C**  
**Special Provisions**

Subparagraph 1.7 of the General Provisions shall not apply to this Agreement.

Federal Funds paid under this agreement are from a Grant Agreement to the State from the US Environmental Protection Agency, Impaired Waters Restoration Grant under CFDA # 66.460. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing DES with their Data Universal Numbering System (DUNS) number. Grantee's DUNS number is: **067515291**

In addition to the General Provisions of Paragraph 1 through 23, the following provisions as required by federal regulations apply to this Agreement:

I) **Nondiscrimination.** The Grantee shall comply with 40 CFR part 7 which prohibits discrimination under any program or activity receiving EPA assistance on the basis of race, color, national origin, or gender, and 40 CFR part 12 which prohibits discrimination based on handicap.

II) **Financial management.** The Grantee shall comply with 40 CFR 31.20 and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.

III) **Allowable costs.** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 40 CFR part 31.22; and OMB Circular A-87.

IV) **Matching funds.** All matching funds contributed by the Grantee shall conform to the same laws, regulations, and grant conditions as the federal funds in the Agreement and referenced in 40 CFR 31.24 and OMB Circular A-87.

V) **Property Management.** The Grantee shall comply with the property management and procedures detailed in 40 CFR 31.32 and 40 CFR 31.33.

VI) **Debarment and Suspension.** The grantee shall comply with 40 CFR part 31.35. By signing and submitting the Agreement, the Grantee certifies that they have not been debarred or suspended by a government agency. The Grantee will not make any award or permit any award (subgrant or subcontract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

VII) **Procurement.** When purchasing goods or services with grant or match funds, the Grantee shall comply with procurement regulations as detailed in 40 CFR 31.36 which include procurement standards, competition, methods of procurement, contract cost and price, agency review, bonding requirements, and contract provisions.

a. **Assignment of Subcontracts.** The Contractor shall not assign, or otherwise transfer any interest in this contract without the prior written consent of the Contract Owner and the State.

b. **Subcontracts.** The Contractor shall:

i. Ensure that every subcontract includes provisions for compliance with Federal and State standards applicable to the contract;

ii. Ensure that every subcontract includes any clauses required by Federal statute and executive orders and their implementing regulations; and

iii. Ensure that subcontractors are aware of requirements imposed upon them by State and Federal statutes and regulations.

c. Payment to consultants. Grant payments to individual consultants retained by the Contractor (excluding overhead) are limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18). Maximum daily rates may change annually or more often. As of January 1, 2010, the limit is approximately \$598 per day and \$74.75 per hour. This amount does not include transportation and subsistence costs, in accordance with normal travel reimbursement practices. The Contractor may pay consultants more than this amount, but the excess amount shall not be paid with federal grant funds. Contracts with firms for services which are awarded using the procurement requirements in 40 CFR 31.36 are not affected by this limitation.

VIII) **Participation by Disadvantaged Business Enterprises.** The Grantee shall comply with the terms of 40 CFR Part 33 Subpart C, which requires that organizations conduct a competitive procurement process making a good faith effort to utilize goods and services provided by disadvantaged businesses.

IX) **New Restrictions on Lobbying: Interim Final Rule.** The Grantee shall comply with the terms of 40 CFR part 34 and OMB Circular A-87 which prohibit the use of federal grant funds to influence (or attempt to influence) a federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if nonfederal funds have been used to influence (or attempt to influence) a federal employee.

X) **Drug-Free Workplace.** The Grantee shall comply with the terms of 40 CFR Part 36 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Grantee certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.

XI) **Bonding requirements.** For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (currently \$100,000), the minimum requirements shall be as follows:


- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

XII) **Additional contract provisions.** The Grantee shall comply with the following as applicable:

- a. Comply with Executive Order 11246 of September 24, 1965, entitled "**Equal Employment Opportunity**," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their subcontractors)
- b. Comply with the **Copeland "Anti-Kickback" Act** (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subcontracts for construction or repair)
- c. Comply with Sections 103 and 107 of the **Contract Work Hours and Safety Standards Act** as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subcontractors in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers.)

- d. Comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Subcontracts in excess of \$100,000)
- e. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

XIII) ***Federal Funding Accountability and Transparency Act (FFATA)***. The Grantee shall comply with the terms of the FFATA by providing DES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data information as required under the FFATA.

Grantee Initials   
Date 11/16/12

CERTIFICATE of AUTHORITY

I, Patricia Tarpey, Executive Director of the Lake Winnepesaukee Watershed Association, do hereby certify that:

- (1) I am the duly appointed Executive Director;
- (2) at the meeting held on November 14, 2012, the Lake Winnepesaukee Watershed Association voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Lake Winnepesaukee Watershed Association further authorized the Secretary 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:

Richard DeMark

IN WITNESS WHEREOF, I have hereunto set my hand as the Executive Director of the Lake Winnepesaukee Watershed Association, this 16<sup>th</sup> day of November 2012.

Patricia Tarpey  
Name of certifying officer, office (signature above)

STATE OF NEW HAMPSHIRE

County of Belknap

On this the 16<sup>th</sup> day of November 2012, before me Debbie Grant the undersigned officer, personally appeared Patricia Tarpey, who acknowledged herself to be the Executive Director of the Lake Winnepesaukee Watershed 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.

Debbie Grant  
Name of Notary Public (signature above)

Commission Expiration Date:

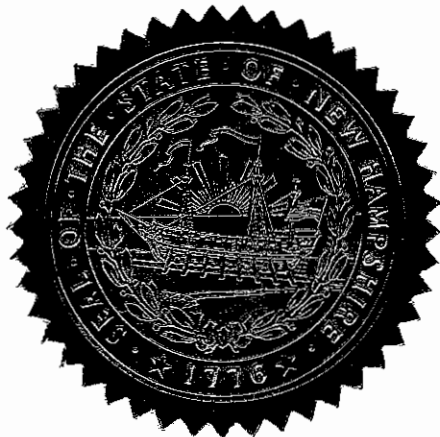




# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Lake Winnepesaukee Watershed Association is a New Hampshire trade name registered on December 19, 2006 and that LAKE WINNIPESAUKEE ASSOCIATION presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 13<sup>th</sup> day of November, A.D. 2012

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

LAKEW-4

OP ID: BH

DATE (MM/DD/YYYY)

11/15/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Melcher & Prescott-Meredith PO Box 724 Meredith, NH 03253 Meredith - House Account		603-279-4591 603-279-8144	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
<b>INSURED</b> Lake Winnepesaukee Watershed Association PO Box 1624 Meredith, NH 03253		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : <b>NGM Insurance Company</b>		<b>NAIC #</b> 14788
		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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		CPK1841N	03/31/12	01/23/13	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000						
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$			BINDER	11/06/12	01/23/13	EACH OCCURRENCE \$ 1,000,000
							AGGREGATE \$
							\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCK1841N-00	01/23/12	01/23/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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
X	Directors & Office			ND02007684E	07/19/12	07/15/15	1,000,000

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

States Covered: NH - No officers or members excluded.  
 State of NH is considered an additional insured on the general liability policy with form CG2026 07/04, Additional Insured - Designated Person or Organization.  
 Reference Project: Develop Watershed Plan for Lake Waukegan/Lake Winona

<b>CERTIFICATE HOLDER</b> STATE27 State of New Hampshire NH Dept of Environmental Serv Jeff Marcoux 29 Hazen Drive, P.O. Box 95 Concord, NH 03302-0095	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

LAKEW-4

OP ID: BH

DATE (MM/DD/YYYY)

11/15/12

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.

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<b>PRODUCER</b> Melcher & Prescott-Meredith PO Box 724 Meredith, NH 03253 Meredith - House Account		603-279-4591 603-279-8144	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Lake Winnepesaukee Watershed Association PO Box 1624 Meredith, NH 03253		<b>INSURER A : NGM Insurance Company</b>		<b>14788</b>
		<b>INSURER B :</b>		
		<b>INSURER C :</b>		
		<b>INSURER D :</b>		
		<b>INSURER E :</b>		
		<b>INSURER F :</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		<input checked="" type="checkbox"/>	CPK1841N	01/23/13	01/23/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$			BINDER	01/23/13	01/23/14	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCK1841N-00	01/23/13	01/23/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
X	Directors & Office			ND02007684E	07/19/12	07/15/15	1,000,000

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

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 Reference Project: Develop Watershed Plan for Lake Waukegan/Lake Winona

**CERTIFICATE HOLDER****CANCELLATION**

STATE27  State of New Hampshire NH Dept of Environmental Serv Jeff Marcoux 29 Hazen Drive, P.O. Box 95 Concord, NH 03302-0095	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**Attachment A  
Budget Estimate**

<b>Budget Item</b>	<b>Grant Funding</b>	<b>Match</b>	<b>Total</b>
Salaries and wages	\$16,950.00	\$27,719.00	\$44,669.00
Field and lab supplies	\$0.00	\$300.00	\$300.00
Equipment	\$0.00	\$2,000.00	\$2,000.00
Contractual	\$37,050.00	\$0.00	\$37,050.00
Constuction	\$3,000.00	\$8,000.00	\$11,000.00
<b>Subtotals</b>	<b>\$57,000.00</b>	<b>\$38,019.00</b>	<b>\$95,019.00</b>
<b>Total Project Cost</b>			<b>\$95,019.00</b>

### Attachment B: Watershed Assistance and Restoration Grant Ranking

Organization	Project Name	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Reviewer 5	Reviewer 6	Weighted Total Score	Rank by weighted total score
Province Lake Association	Province Lake Watershed-based Plan Development	310	264	288	291	310	310	1773	1
NHDES Dam Bureau	Horseshoe Pond Dam Removal - Phase 1, Design, Engineering, and Permitting	268	288	288	310	310	242	1705	2
Action Wakefield Watersheds Alliance	Salmon Falls Headwaters Watershed - Based Management Implementation Project - Phase 2	264	310	288	245	310	269	1687	3
Cobbetts Pond Improvement Association	Cobbetts Pond Restoration Plan Implementation II - Farmer Rd. & Horseshoe Rd. Area	310	223	223	310	310	288	1664	4
Lake Winnepesaukee Watershed Association	Waukewan-Winona Watershed Based Plan	264	242	269	268	291	266	1600	5
Mirror Lake Protective Association	Mirror Lake Watershed - Stormwater Improvement Implementation Project	264	268	196	205	266	223	1421	6
Newfound Lake Region Association	Newfound River Watershed Management Plan - Implementation Phase II	223	208	243	245	197	243	1358	7
UNH Stormwater Center/SWA	Great Bay Municipal Bioretention Program	269	140	223	223	269	197	1321	8
UNH Technology Transfer Center	College Brook Watershed Restoration: Chloride Reduction	310	208	183	178	207	126	1211	9
Rye, Town of	Implementation of the Parsons Creek Restoration Project - Phase 1	154	245	162	218	223	197	1200	10
Lakes Region Planning Commission	A Watershed Restoration Plan for Moultonborough Bay Inlet - Phase I	203	132	108	247	247	247	1182	Not Selected
Granite Lake Association	Granite Lake Watershed Management Plan - Phase 1 Implementation	225	140	104	137	137	150	893	Not Selected
Sunapee, Town of	Perkins Pond Watershed Planning and Stormwater Management Project	223	72	85	138	126	183	827	Not Selected
Exeter, Town of	West Side Drive LID Stormwater Improvement Feasibility Analysis Phase 1	31	138	100	118	103	100	591	Not Selected

#### Review Team Members

Name	Qualifications
Andy Chapman	11 years experience, Clean Lakes Program Coordinator, aquatic biologist, project management and coordination, lakes management expertise
Steve Landry	16 years experience, Merrimack Watershed Coordinator, aquatic biologist, project management, Merrimack watershed expertise
Jeff Marcoux	7 years experience, Watershed Assistance Specialist, grant and contract expertise
Barbara McMillan	12 years Watershed Assistance Outreach Coordinator, outreach and education expertise.
Sally Soule	13 years experience, Coastal Watershed Coordinator, project management, Coastal watershed expertise
Eric Williams	23 years experience, Watershed Assistance Section Supervisor, environmental planner, general project management expertise, WAS section and 319 program supervisor.