



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

October 8, 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 amend an agreement (PO# 1015388) with the Lakes Region Planning Commission, Meredith, NH (VC #154653), for the *Lake Winnepesaukee Watershed Management Plan: Development of a Watershed Management Plan for Center Harbor, Phase 1* project by changing the Completion Date to December 31, 2014 from December 31, 2013 effective upon Governor and Council approval through December 31, 2014. The original agreement was approved by the G&C on April 27, 2011, Item #51. No additional funding is requested in this Amendment. 100% Federal Funds.

EXPLANATION

DES is requesting approval of this amendment to the agreement in order to provide the Lakes Region Planning Commission additional time to complete the agreed upon Scope of Services. A copy of the original Grant Agreement is provided in Attachment A. The amendment is needed due to significant delays in project progress which occurred due to project manager transitions within the Lakes Region Planning Commission.

Long term data analyses show a trend toward declining water quality with respect to phosphorus, an indicator nutrient correlated with impairments for multiple designated uses. This trend has been documented in the Center Harbor sub-watershed. Potential threats to water quality identified by the town of Center Harbor include non-point source discharges that convey sediment and phosphorus into the lake, aging septic systems, and antiquated stormwater infrastructure. The completion of a watershed management plan for the Center Harbor Bay sub-watershed is an essential next step in the process of creating a public, web based watershed management plan for Lake Winnepesaukee. Following the completion of the sub-watershed management plan for Meredith, Paugus, and Saunders Bays in the fall of 2010, Center Harbor is the next sub-watershed of Lake Winnepesaukee targeted for development of a watershed management plan. The Center Harbor Bay sub-watershed has an area of 20,016 acres, including land in the municipalities of Meredith, Center Harbor, and Moultonborough.

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

Agreement for Services with the Lakes Region Planning Commission
Amendment No. 1

This Agreement (hereinafter called the "Amendment") dated this 13th day of September, 2013, 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 the Lakes Region Planning Commission, acting by and through its Executive Director, Kimon Koulet (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to a Grant Agreement (hereinafter called the "Agreement") approved by the Governor and Council on April 27, 2011, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and its Amendments, 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:

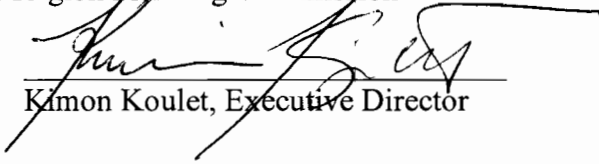
The Completion Date as set forth in Paragraph 1.6 of the Agreement is changed to December 31, 2014 from December 31, 2013.

2. Effective Date of Amendment No. 1: 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.

Initial KAC
Date 9/11/13

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

Lakes Region Planning Commission

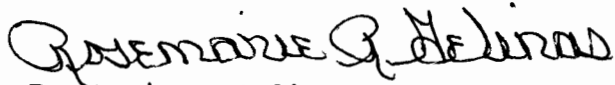
By 
Kimon Koulet, Executive Director

STATE OF NEW HAMPSHIRE
COUNTY OF BELKNAP

On this the date day of month, year, before the undersigned officer, personally appeared Kimon Koulet, Executive Director of LRPC who acknowledged himself to be the person who executed the foregoing instrument for the purpose therein contained.

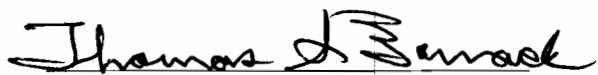
IN WITNESS WHEREOF, I hereunto set my hand and official seal.




Rosemarie R. Gelinas, Notary Public
enter name notary public/JOP, select title

My Commission Expires: date

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By 
Thomas S. Burack, Commissioner

Approved by Attorney General this 16 day of October, 2013

OFFICE OF ATTORNEY GENERAL

By 

Certificate of Authority

I, Patricia Farley, do hereby certify that 1) I am the duly selected Secretary of Lakes Region Planning Commission, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53); 2) I sign and maintain or cause to be maintained and am familiar with the minutes of the commission; 3) I am duly authorized to issue certificates with respect to the contents of such minutes; 4) at the regular board meeting held on September 11, 2013, the commission voted to allow Kimon Koulet, Executive Director, to accept monies and execute any documents which may be necessary to effectuate contracts; 5) this authorization remains in full force and effect until revoked, and 6) the following person has been appointed to and now occupies the office indicated in (4) above:

Kimon Koulet, Executive Director

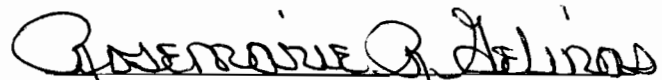
IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Lakes Region Planning Commission, this 11 day of September, 2013.


Patricia Farley, Secretary

State of New Hampshire
County of Belknap

On this the 11 day of September, 2013, before me Rosemarie R. Gelinas the undersigned officer, personally appeared Patricia Farley who acknowledged him/herself to be the Secretary of the Lakes Region Planning Commission 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.


Rosemarie R. Gelinas, Notary Public

Commission Expiration Date:





CERTIFICATE OF LIABILITY INSURANCE

LAKES23

OP ID: KA

DATE (MM/DD/YYYY)

09/20/2013

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).

PRODUCER Melcher & Prescott-Meredith PO Box 724 Meredith, NH 03253	Phone: 603-279-4591 Fax: 603-279-8144	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURED Lakes Region Planning Commission 103 Main Street-Humiston Bldg Meredith, NH 03253		INSURER(S) AFFORDING COVERAGE INSURER A : Peerless Insurance Company NAIC # 24198 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

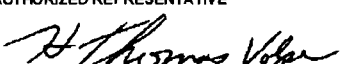
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	GENERAL LIABILITY			BOP9015038	07/14/2013	07/14/2014	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						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 - COM/POP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY			BA9357071	07/14/2013	07/14/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			CU9502441	07/14/2013	07/14/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC9010671	07/14/2013	07/14/2014	WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 500,000 E L DISEASE - EA EMPLOYEE \$ 500,000 E L DISEASE - POLICY LIMIT \$ 500,000

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

States Covered: NH No member excluded.

CERTIFICATE HOLDER**CANCELLATION**

NH Department of Environmental Services P.O. Box 95 29 Hazen Drive Concord, NH 03302-0095	NHDENV1 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:
Original Agreement**

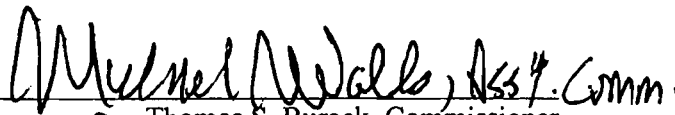
habitat. Watershed Assistance programs address NPS pollution by managing land use and drainage on a watershed scale.

The completion of a watershed management plan for the Center Harbor Bay sub-watershed is an essential next step in the process of creating a public, web based watershed management plan for Lake Winnepesaukee. Following the completion of the sub-watershed management plan for Meredith, Paugus, and Saunders Bays in the fall of 2010, Center Harbor is the next sub-watershed of Lake Winnepesaukee targeted for development of a watershed management plan. The Center Harbor Bay sub-watershed, an area of 20,016 acres, includes land in the municipalities of Meredith, Center Harbor, and Moultonborough.

Long term data analyses show a trend toward declining water quality with respect to phosphorus, an indicator nutrient correlated with impairments for multiple designated uses. This trend has been documented in the Center Harbor sub-watershed. Potential threats to water quality identified by the town of Center Harbor include non-point source discharges that convey sediment and phosphorus into the lake, aging septic systems, and antiquated stormwater infrastructure. Miles of unpaved roads and septic systems along Moultonborough Neck are suspected of contributing to sediment, phosphorous and nitrogen loading in the watershed as well. The watershed planning process will focus on local involvement and result in recommendations and implementation strategies for public education, adoption of best management practices, site restoration projects, and reduction of pollution source materials. The plan will provide the communities with a tool to guide future development and redevelopment in the watershed in a manner that will have the least negative impact on the water quality; thereby ensuring that Lake Winnepesaukee maintains its high quality status. Long term success of the plan will be determined through regular water quality monitoring.

The total project costs are budgeted at \$91,685. DES will provide \$55,000 (60%) of the project costs through a federal grant and the Lakes Region Planning Commission 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.


fn Thomas S. Burack, Commissioner

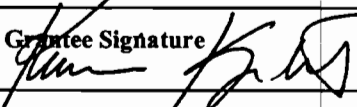
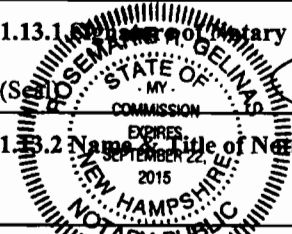

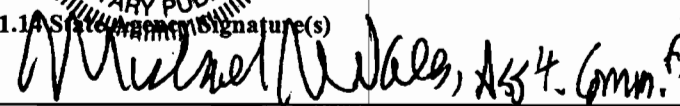
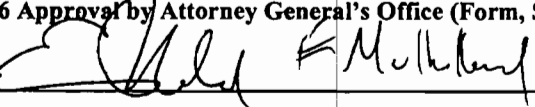
GRANT AGREEMENT

Subject: Lake Winnepesaukee Watershed Management Plan: Development of a Watershed Management Plan for Center Harbor, Phase 1

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

GENERAL PROVISIONS

1. IDENTIFICATIONS AND DEFINITIONS

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301	
1.3 Grantee Name Lakes Region Planning Commission		1.4 Grantee Address 103 Main Street Suite #3 Meredith, NH 03253	
1.5 Effective Date Upon G&C approval	1.6 Completion Date December 31, 2013	1.7 Audit Date N/A	1.8 Grant Limitation \$55,000
1.9 Grant Officer for State Agency Eric Williams, Watershed Assistance Section Supervisor		1.10 State Agency Telephone Number 603-271-2358	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor Karon Koulet, Executive Director	
1.13 Acknowledgment: State of New Hampshire, County of Belknap On <u>03 / 07 / 11</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.			
1.13.1 Name of Notary Public or Justice of the Peace  			
1.13.2 Name & Title of Notary Public or Justice of the Peace Rosemarie Gelinas, Notary Public			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Thomas S. Burack, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By:  Attorney, On: <u>1 / 1 / 4-1-11</u>			
1.17 Approval by the Governor and Council By: _____ On: <u>1 / 1</u>			

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 Before 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 of 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 interests 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 Senate 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 Lakes Region Planning Commission, Inc. (LRPC) shall perform the following tasks as described in the detailed proposal titled *Lake Winnepesaukee Watershed Management Plan: Development of a Watershed Management Plan for Center Harbor, Phase 1* Project, submitted by the Lakes Region Planning Commission, Inc., dated December 3, 2010:

Objective 1: Development and receipt of approval for the site specific project plan (SSPP).

Measures of Success: The SSPP is completed and approved by the Department of Environmental Services (DES).

Deliverable 1: Completed approved final SSPP submitted to DES

Task 1: Develop a Site Specific Project Plan (SSPP) using both the Generic Watershed Management and the University of New Hampshire Lakes Lay Monitoring Quality Assurance Project Plans (QAPP) to address assimilative capacity, watershed load modeling, water quality monitoring described under Task 26, and BMP/ NPS load reduction management measures. Submit the draft SSPP to DES for review and comment.

Task 2: Address DES's comments on the draft SSPP and submit final SSPP to DES for approval.

Objective 2: Demonstrate that the Center Harbor surface waters meet the Tier 2 High Quality Water criteria for phosphorus.

Measures of Success: Total assimilative capacity, reserve assimilative capacity, and remaining assimilative capacity for Total Phosphorus (TP) are calculated and the current median phosphorus value is greater than the reserve assimilative capacity.

Deliverable 2: Calculation of the current water quality criteria for phosphorus and verification that the value is greater than the reserve assimilative capacity. Provide DES with documentation.

Task 3: Gather existing water quality data and determine if acceptable for use in analysis of assimilative capacity. Obtain the water quality data for Center Harbor subwatershed for past 20 years from NH DES Environmental Monitoring Database (EMD).

Task 4: Analyze data to determine the historical and current median TP and chlorophyll-a levels for the deep water sites.

Task 5: Calculate the total assimilative capacity, reserve assimilative capacity, and remaining assimilative capacity for phosphorus. Compare current data with state thresholds for phosphorus to determine assimilative capacity of the subwatershed

Objective 3: Establish the water quality goal for phosphorus.

Measures of Success: A water quality goal for phosphorus will be formally approved by the water quality advisory committee, the Center Harbor watershed management plan steering committee, and DES.

Deliverable 3: Development and documentation of the process required for formally arriving at the water quality goal for phosphorus.

Task 6: Establish a water quality advisory committee to analyze existing data and set a water quality goal. The Water quality advisory committee from the Meredith, Paugus, and Sanders Bay Watershed Management Plan project will be re-convened to assess Center Harbor water quality data.

Task 7: Hold a facilitated meeting with the advisory committee, planning committee, and DES to agree on the water quality goal. The Center Harbor watershed management plan steering committee will meet with the water quality advisory committee in meetings facilitated by LRPC and Lake Winnepesaukee Watershed Association (LWWA) to agree on a water quality goal.

Objective 4: Identify current and future pollution sources.

Measures of Success: A baseline for phosphorus in the Center Harbor watershed will be established using the Spreadsheet Tool for Estimating Pollutant Loads (STEPL) model.

Deliverable 4: Provide DES with the annotated list of potential pollution sources with photos, STEPL outputs, and land cover map.

Task 8: Delineate sub-basins and land cover for the watershed. Digitize land cover using ArcInfo 10, with orthorectified imagery and spatial analyst tools.

Task 9: Identify suspected pollution sources and potential restoration sites with photos for website. Solicit information from community officials to identify known/suspected pollution sources in facilitated meetings and through site visits with assistance from Belknap County Conservation District (BCCD). Coordinate with BCCD and community officials and/or volunteers to photograph sites for inclusion in the Lake Winnepesaukee Watershed Management Plan (LWWMP) website.

Task 10: Coordinate with DES and LWWA to input land cover data into STEPL and model for current in-lake phosphorus loading estimate.

Objective 5: Estimate pollution reductions needed to maintain the water quality goal under future land use conditions in the watershed. Identify and prioritize pollution reduction actions.

Measures of Success: Calculation of the phosphorus load reductions required from current and future sources necessary for maintenance of the established water quality goal set for Center Harbor.

Deliverable 5: Provide DES with an estimate of the total load reduction needed to maintain the water quality goal for future watershed conditions.

Task 11: Review and analyze modeling results to estimate phosphorus load reductions required to maintain water quality goal.

Task 12: Estimate pollutant load reductions for structural BMPs using STEPL and accepted pollutant removal efficiencies, for all structural site specific recommendations.

Task 13: Prioritize restoration sites and structural BMP retrofit recommendations based on Task 14 and committee recommendations. Present initial recommendations to steering committee for review.

Objective 6: Determine the actions needed to reduce pollution source loads in order to maintain the water quality goal.

Measures of Success: A comprehensive table of BMPs and land use regulations with schedules, costs, locations, load reductions, and percent of total watershed load reduction required.

Deliverable 6: Provide DES with a list of prioritized restoration/retrofit sites; land use recommendations, with schedules, locations, load reductions, and percent load reductions required by subwatershed in a table format.

Task 14: Develop a comprehensive list of management measures targeting Non Point Source (NPS) pollution that will need to be implemented to achieve the load reduction estimated under Task 13.

Task 15: Identify opportunities for incorporating elements of the NH DES Stormwater Manual, and STEPL load reduction modeling results into local land use regulations. Make recommendations for amending land use regulations to reduce phosphorous loading. Review land use regulations and potential pollution source sites.. Coordinate with LWWA to develop specific Best Management Practice (BMP) and land use recommendations to review with the watershed advisory committee.

Task 16: Describe implementation strategies, schedule, and responsible entity for each recommendation from Tasks 13-15. Compile 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 17: Develop and describe interim, measurable milestones for determining whether NPS management measures or other control actions are being implemented. Facilitate meetings with municipal officials and LWWA to identify measurable milestones and methods for determining whether NPS management measures are being implemented in the years following the planning process.

Task 18: Coordinate with municipal officials to estimate the amounts of technical and financial assistance needed, associated costs, and/or the resources and authorities that will be relied upon, to implement the management measures in the completed watershed management plan.

Task 19: Coordinate with LWWA to develop a tracking mechanism for plan recommendations so that LWWA can monitor the success of the plan in the years following the planning process.

Objective 7: Publish and post a Watershed Management Plan (WMP) for the Center Harbor subwatershed on the existing Lake Winnepesaukee Watershed Management Plan (LWWMP) website Measures of Success: The Center Harbor Watershed Management Plan (CHWMP) is approved and posted to the website at <http://winnepesaukee.gateway.org/>.

Deliverable 7: Completion of the CHWMP with final content for LWWMP website approved by DES and steering committee. Press releases and public launch of CHWMP chapter on the LWWMP website.

Task 20: Prepare and submit draft content for the CHWMP and submit it to the steering committee, DES, and project partners for review prior to incorporation into the LWWMP website.

Task 21: Review and incorporate draft CHWMP comments, make necessary revisions to content and formatting, and prepare final WMP

Task 22: Develop and integrate narrative and visual content for the CHWMP into the existing LWWMP website. Content includes photos, data, maps, model results, planning processes, plan recommendations, etc.

Task 23: Coordinate with the steering committee to draft and issue press releases to radio and print media outlets, host and facilitate a public meeting to introduce the CHWMP, and incorporate requested revisions to final plan. All outreach materials will be approved by DES prior to distribution.

Objective 8: Provide multiple opportunities for participatory involvement for watershed residents during the development of the CHWMP.

Measures of Success: Functional runoff reduction model ("What's your P?" or "What's your Footprint") launched on website, participation by 20 residents in riparian buffer workshop, successful recruitment and training of water quality monitoring volunteers.

Deliverable 8:, Participant list completed by 20 residents for riparian buffer workshop, active runoff reduction modeling tool on the LWWMP website, and a set of water quality criteria that will be used to determine whether loading reductions are being achieved.

Task 24: Plan and facilitate a public riparian buffer workshop with assistance from Belknap County Conservation District. Secure written pledges from a percentage of attendees for their commitment to establish riparian buffers on their properties and establish mechanism to track successful establishment of riparian buffers in the watershed.

Task 25: Create interactive runoff reduction model tool on the LWWMP website that incorporates the NH Runoff Reduction Model allowing watershed stakeholders to calculate the volume of phosphorus being exported from their property into surface waters within the Lake Winnepesaukee watershed.

Task 26: Recruit volunteers for an expansion of "Adopt Winn" effort in support of renewed water quality monitoring to support Task 27. Solicit volunteers who will provide boats for gathering water quality data at 5 sites, ten times each through the months of June-September. Coordinate sample analysis with the UNH Center for Freshwater Biology.

Task 27: Establish water quality criteria that can be used to determine whether loading reductions are being achieved over time and substantial progress is being made towards attaining water quality standards. Establish criteria for determining whether this watershed-based plan needs to be revised. Coordinate with UNH to identify water quality criteria that will help determine whether in-lake pollutant trends are supportive of the water quality goal or whether the plan needs to be revised based on observable data.

Objective 9: Educate watershed residents and businesses through outreach

Measures of Success: Numbers of businesses and residents engaged, materials distributed, and increased membership/activity in the Winnepesaukee Conservation Action Network (Wi-CAN).

Deliverable 9: Provide DES with a written summary of outreach efforts

Task 28: Conduct Watershed Management Plan outreach in Center Harbor subwatershed. The Lake Winnepesaukee Watershed Association (LWWA) will partner with the BCCD to conduct educational outreach in the subwatershed throughout the planning process.

Task 29: Build capacity in the Wi-CAN network. The Watershed Outreach Coordinator will be meeting with community members and community representatives throughout the watershed to focus on issues within each subwatershed and to gather information on issues of concern. The LWWA website will host the Wi-CAN network blog, and through these engagement and outreach efforts, the Coordinator will build capacity in the Wi-CAN network.

Objective 10: By December 31, 2013, all semi-annual project reports, invoices, match documentation, supporting accounting documents (receipts, contractor invoices, etc.), and the final report have been submitted by the LRPC and approved by DES.

Measures of Success: "Receipt acknowledgement and approval of semi-annual reports, final report, and

reimbursement for final project payment request as submitted to DES by the LRPC.

Deliverable 10: Submit electronic semi-annual reports documenting all work performed on the project at the appropriate intervals throughout the duration of the project. The semi-annual reports shall comply with the DES and EPA requirements found in the semi-annual report guidance document provided to grant recipients by DES. 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.

Task 30: Prepare and submit electronic semi-annual reports to DES during 2011-2013. Submit semi-annual reports to DES with supportive deliverables and tasks completed for each reporting period.

Task 31: Submit final project report in electronic and hardcopy to DES prior to the project completion date.

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 funds awarded under the NH 319 Watershed Assistance Grants Program, 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).

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 assure that any sub-award of Section 319 funds similarly include the same condition in the sub-award. 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**

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 \$36,685.00. 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 Tasks 1 and 2	\$550
Upon completion and DES approval of Tasks 3 through 5	\$550
Upon completion and DES approval of Task 6	\$1,400
Upon completion and DES approval of Task 7	\$1,050
Upon completion and DES approval of Tasks 8 and 9	\$5,700
Upon completion and DES approval of Task 10	\$3,000
Upon completion and DES approval of Tasks 11 and 12	\$1,500
Upon completion and DES approval of Task 13	\$1,050
Upon completion and DES approval of Task 14	\$1,000
Upon completion and DES approval of Task 15	\$3,000
Upon completion and DES approval of Tasks 16 and 17	\$2,000
Upon completion and DES approval of Task 18	\$1,000
Upon completion and DES approval of Task 19	\$1,000
Upon completion and DES approval of Task 20	\$9,000
Upon completion and DES approval of Tasks 21 and 22	\$6,000
Upon completion and DES approval of Task 23	\$2,200
Upon completion and DES approval of Task 24	\$4,000
Upon completion and DES approval of Task 25	\$2,000
Upon completion and DES approval of Task 26	\$1,000
Upon completion and DES approval of Task 27	\$3,000
Upon completion and DES approval of Tasks 28 and 29	\$1,000
Upon completion and DES approval of Task 30	\$1,000
Upon completion and DES approval of Task 31	\$3,000
Total	\$55,000

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**

If the date for commencement of Exhibit A precedes the Effective Date all services performed by Grantee between the commencement date and the Effective Date shall be performed at the sole risk of the Grantee and in the event that this Agreement does not become effective, the State shall be under no obligation to pay the Grantee for any costs incurred or services performed.

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

Paragraph 17 comprehensive public liability insurance requirements for this grantee shall be \$1,000,000 per occurrence and \$2,000,000 aggregate. There are no construction, field work, or other activities associated with this planning project that will expose the State or Grantee to liability risk.

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 30.21 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 30.27; and OMB Circular A-122.

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 30.23 and OMB Circular A-122.

V) **Property Management.** The Grantee shall comply with the property management and procedures detailed in 40 CFR 30.34 through 40 CFR 30.37 and OMB Circular A-122.

VI) **Debarment and Suspension.** The grantee shall comply with 40 CFR 30.13. 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 30.40 through 30.47 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 31.40 through 30.47 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 will 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 will 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

- 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 as required under the FFATA.

COPY

Certificate of Authority

I, Warren Hutchins, do hereby certify that 1) I am the duly elected Secretary of Lakes Region Planning Commission, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53); 2) I sign and maintain or cause to be maintained and am familiar with the minutes of the commission; 3) I am duly authorized to issue certificates with respect to the contents of such minutes; 4) at the regular board meeting held on March 9, 2011, the commission voted to allow Kimon Koulet, Exec. Dir, to accept monies an execute any documents which may be necessary to effectuate contracts; 5) this authorization remains in full force and effect until revoked, and 6) the following person has been appointed to and now occupies the office indicated in (4) above:

Kimon Koulet, Executive Director

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Lakes Region Planning Commission, this 7 day of March, 2011.

Warren Hutchins
Secretary

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State of New Hampshire
County of Belknap

On this the 7 day of March, 2011, before me Rosemarie Gelinas the undersigned officer, personally appeared Warren Hutchins who acknowledged him/herself to be the Secretary of the Lakes Region Planning Commission 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.

Rosemarie R. Gelinas
Notary Public

Commission Expiration Date:



**Attachment A
Budget Estimate**

Budget Item	Grant Funding	Match	Total
Salaries & Wages	\$33,250.00	\$19,655.00	\$52,905.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$1,000.00	\$1,000.00
Equipment	\$0.00	\$6,000.00	\$6,000.00
Travel and Training	\$1,000.00	\$0.00	\$1,000.00
Contractual	\$20,750.00	\$10,030.00	\$30,780.00
Subtotals	\$55,000.00	\$36,685.00	\$91,685.00
Total Project Cost			\$91,685.00

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Attachment B: Watershed Assistance and Restoration Grant Ranking

Organization	Project Description	Review 1	Review 2	Review 3	Review 4	Review 5	Review 6	Review 7	Review 8	Review 9	Review 10	Review 11	Review 12	Review 13	Review 14	Review 15	Review 16	Review 17	Review 18	Review 19	Review 20	Total Score	Rank
City of Dover, DPW	Berry Brook Watershed Restoration Plan Implementation Phase 2: Low Impact Development Retrofit in an Urban Environment	95	86	92	92	85	93	91	99	89	822	1											
City of Manchester, EPD	Nutt Pond Watershed Restoration Project - Phase II	95	87	88	96	93	93	95	97	73	817	2											
Blue Ocean Society for Marine Conservation	Hodson Brook Restoration Plan Implementation Phase 2: Panway Minor and Great Bay Community College BMP's and Chloride TMDL development	77	94	85	70	84	91	89	94	82	746	3											
Lakes Region Planning Commission	Lake Winnepesaukee Watershed Management Plan: Center Harbor	95	74	66	90	77	82	89	93	72	738	4											
Cocheco River Watershed Coalition	Cocheco River Watershed Restoration Plan Implementation Phase 2: Rochester LID	95	75	79	79	84	91	86	81	60	730	5											
New Hampshire Rivers Council	McQuestion Brook Watershed Restoration Plan - Phase 1	83	77	74	82	78	85	84	76	85	724	6											
Brentwood Conservation Commission	Exeter River Watershed-Based Plan: Middle Exeter River Implementation Phase 1 Rowell Road-West	80	78	73	82	80	91	70	80	87	721	7											
Green Mountain Conservation Group	Ossipee Lake Watershed Management Plan Phase 1: Alternatives Analysis	62	66	94	87	92	86	70	98	65	720	8											
Town of Wolfeboro	Lake Wentworth and Crescent Lake Watershed Management Plan: Phase 1 Development and Implementation of the Canobie Lake Watershed Management Plan	90	79	83	87	84	77	75	79	50	704	9											
Canobie Lake Protective Association	Lake Winnepesaukee Watershed Management Plan: A Watershed Restoration Plan for Moultonborough Bay Inlet	75	65	72	75	76	81	74	84	80	682	Not Selected											
Lakes Region Planning Commission	A Watershed Approach to Sedimentation and Soil Erosion on Gunstock Brook	80	75	70	81	70	83	78	66	65	668	Not Selected											
Town of Gilford Cons Com	Implementation of the Parson's Creek Watershed Management Plan - Phase 1	70	72	61	76	87	82	69	89	38	646	Not Selected											
Town of Rye	Partridge Lake Watershed Bulkhead Analysis	79	57	70	71	78	82	76	68	53	634	Not Selected											
Partridge Lake Property Owners Association	Ammonoosuc River Bank Stabilization	90	73	46	78	62	76	68	86	52	631	Not Selected											
Ammonoosuc River Conservation Trust	Watershed Management and Restoration Plan for the Piscataquog River	35	83	70	85	57	82	52	50	43	555	Not Selected											
Southern New Hampshire Planning Commission	Eel Pond Restoration Project	40	38	57	60	45	56	63	62	64	485	Not Selected											
Rye Beach Village District Natural Resource Council	Standing on the Shoulders of the Connecticut River Joint Commission to Enhance Water Quality and Riverine Habitat on the Olverian Brook through Stewardship, Education, and Community Leadership	25	25	25	59	64	71	21	83	68	464	Not Selected											
Upper Valley Stewardship Center	Development of the Simpson (a.k.a. Moseckel) Pond Watershed Restoration Plan	20	31	67	50	47	50	53	81	54	459	Not Selected											
Friends of Moseckel Pond	Broad Street Parkway Bioretention Project	18	59	40	61	71	60	49	64	22	444	Not Selected											
City of Nashua	MHP Slope Instability and Erosion, Piscataquog River, Goffstown	20	35	33	26	49	41	26	25	55	309	Not Selected											
Medville Cooperative, Inc.	Implementation of New Contoocook River Corridor Management Plan	55	26	24	30	40	47	17	3	10	252	Not Selected											
Contoocook Local River Advisory Committee		25	2	7	10	29	6	18	8	0	105	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
Rob Livingston	23 years experience, Nonpoint source pollution specialist, BMP, pollution source investigation expertise, Field training of local municipalities in watershed pollution source tracking and identification
Jeff Marcoux	7 years experience, Watershed Assistance Specialist, grant and contract expertise
Jillian McCarthy	7 years experience, Nonpoint source pollution specialist, quality assurance, and stormwater BMP 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
Wendy Washin	20+ years experience, Watershed Coordinator, budgeting, planning expertise
Eric Williams	23 years experience, Watershed Assistance Section Supervisor, environmental planner, general project management expertise, WAS section and 319 program supervisor