



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner

September 2, 2015

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 a **SOLE SOURCE** agreement (PO # 1037377) with the Rockingham County Conservation District, Brentwood, NH, (VC # 154584) for the *Great Bay Watershed Management Plan Implementation, Phase 1: Permeable Reactive Barrier Demonstration Project* by changing the Completion Date to December 31, 2017 from December 31, 2016, and increasing the Grant Limitation by \$8,668 to \$72,668 from \$64,000 effective upon Governor and Council approval through December 31, 2017. The original agreement was approved by the G&C on May 8, 2014, Item #69. 100% Federal Funds.

Funds to support this request are anticipated to be available in the following account in State FY 2016 upon the availability and continued appropriation of funds in the future operating budget:

	<u>FY 2016</u>
03-44-44-442010-2035-072-500574	\$8,668
Dept. Environmental Services, NPS Restoration Program, Grants-Federal	

EXPLANATION

This Amendment is considered **SOLE SOURCE** because it represents a greater than ten percent increase in the original grant amount. The Grantee is the only organization that could complete the additional work because the new work builds upon on-going activities under an existing approved quality assurance document. Selecting another contractor to complete the work would be logistically and financially untenable. DES is requesting this Amendment to provide additional time and funding for the Grantee to complete the project. This Amendment seeks to add funds to the project for additional costs associated with water quality monitoring. The funding is needed because initial water quality monitoring results indicate that additional monitoring is necessary to accurately represent conditions at the demonstration project sites. A time extension is requested in order to extend the construction schedule to make up for delays encountered relative to a change in property ownership at one of the demonstration sites. A copy of the original agreement is included as Attachment B.


The Great Bay estuary has many areas which have been identified in New Hampshire as impaired water bodies for a variety of problems related to nonpoint source pollution, including excess nutrients. Many nonpoint pollution sources have been identified, including nitrogen from septic effluent. Active on-site septic system technologies to remove nitrogen are expensive and subject to mechanical failure. A passive technology, called a Permeable Reactive Barrier (PRB), can control nitrogen with a formulation of wood chips, exchange media, and sand or gravel to transform inorganic nitrogen to nitrogen gas. This

technology can be used in conjunction with an existing or new septic system to prevent nitrogen migration to sensitive watershed areas. This project will study the feasibility of the technology for widespread use.

The Rockingham and Strafford County Conservation Districts are developing two pilot sites – one in Durham and one in Brentwood, NH. The goal of this project is to provide a preliminary assessment of the technology to reduce nitrogen inputs from septic systems into shallow groundwater and surface waters. Pre- and post-installation monitoring will demonstrate project implementation challenges and effectiveness so that solutions can be incorporated into later siting evaluation and implementation programs. The project is a joint effort of the Rockingham County and Strafford County Conservation Districts in collaboration with the Town of Durham and the Town of Brentwood.

The total project costs are budgeted at \$121,138. DES will provide \$72,668 (60%) of the project costs through a federal grant and the Rockingham County Conservation District will provide the remaining costs through cash and in-kind services. An amended budget breakdown is provided in Attachment A. In the event that Federal Funds become no longer available, General Funds will not be requested to support this program. The amendment 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 Rockingham County Conservation District
Amendment No. 1**

This Agreement (hereinafter called the "Amendment") dated this 29th day of June, 2015, 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 Rockingham County Conservation District, acting by and through its Chairman, Cynthia Smith (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council on May 8th, 2014, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

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

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

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
 - (A) The Completion Date as set forth in sub-paragraph 1.6 of the agreement shall be changed from December 31, 2016 to December 31, 2017.
 - (B) The Grant Limitation as set forth in sub-paragraph 1.8 of the agreement shall be changed from \$64,000 to \$72,668.
 - (C) The Total Match Cost Documentation as set forth in Exhibit B, Paragraph 1 shall be changed from \$44,700 to \$48,470.
 - (D) The Contract Price and Method of payment as set forth in Exhibit B shall be changed as follows:

Task Description	Original Payment	Revised Payment	Difference
Upon completion and DES approval of Task 8	\$3,276	\$7,276	\$4000
Upon completion and DES approval of Task 11	\$7,534	\$10,202	\$2,668
Upon completion and DES approval of Task 16	\$1,645	\$3,645	\$2,000
TOTALS	\$12,455	\$21,123	\$8,668

2. Effective Date of Amendment: This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.
3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Initial CWS
Date 8-20-15

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

Rockingham County Conservation District

By Cynthia W. Smith
Cynthia Smith, Chairman

STATE OF NEW HAMPSHIRE
COUNTY OF Rockingham

On this the 20 day of Aug., 2015, before the undersigned officer, personally appeared Cynthia Smith, Rockingham County Conservation District Chairman, who acknowledged him/herself 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.

Karen Y. Anderson, Notary Public
Name, Title

My Commission Expires: 2-27-2017

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By Thomas S. Burack
Thomas S. Burack, Commissioner

Approved by Attorney General this 21st day of September, 2015

OFFICE OF ATTORNEY GENERAL

By Ch. Cr. Asin
Christopher E. Asin, Assistant Attorney General

CERTIFICATE of AUTHORITY

I, Joanna Pellerin, Secretary of the Rockingham County Conservation District, do hereby certify that:

- (1) I am the duly elected Secretary;
- (2) at the meeting held on August 18, 2015, the Rockingham County Conservation District voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Rockingham County Conservation District further authorized the Chairman 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:

Cynthia Smith

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Rockingham County Conservation District, this 20th day of August, 2015.

Joanna Pellerin

Joanna Pellerin

STATE OF NEW HAMPSHIRE

County of Rockingham

On this the 20 day of Aug., 2015 before me Karen M. Anderson the undersigned officer, personally appeared Cynthia Smith who acknowledged him/herself to be the Chairman of the Rockingham County Conservation District 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.

Karen M. Anderson

Notary Public Signature

Commission Expiration Date:

(Seal) 2-22-2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/03/2015

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 Anthony A Viscusi Farm Family Casualty Insurance Company 297 Sheep Davis Road Concord NH 03301	CONTACT NAME: Kathleen A Bartlett	
	PHONE (A/C, No, Ext): 603.223.6686	FAX (A/C, No): 603.223.6690
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Farm Family Casualty Insurance Company		13803
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

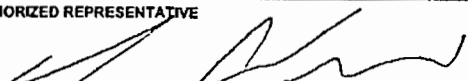
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			2801L0345	07/08/2015	07/08/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <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 RETENTION \$ 10,000			2801E0055	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER **CANCELLATION**

NH Department of Environmental Services P O Box 95 Concord NH 03302	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

DATE (MM/DD/YYYY)

8/20/2015

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 Cross Insurance-Meredith 45 NH Route 25 Meredith NH 03253	CONTACT NAME: Madelyn Cancel PHONE (A/C, No, Ext): (603) 279-8122 FAX (A/C, No): (603) 279-8876 E-MAIL ADDRESS: mcancel@crossagency.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Rockingham County Conservation District 110 North Road Brentwood NH 03833-6614	INSURER A: FirstComp Ins Co	NAIC # 27626
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL1582048221

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	ADDC/INSR	SUBR/WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <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) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC0105227-06	2/12/2015	2/12/2016	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Refer to policy for exclusionary endorsements and special provisions. New Hampshire Workers' Compensation = Executive Officers or Members excluded are: Cynthia Smith, Robert Goodrich, Joanna Pellerin and James Raynes.

CERTIFICATE HOLDER**CANCELLATION**

rccd@rockinghamccd.org New Hampshire Department of Environmental Services PO Box 95 Concord, NH 03302	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 Madelyn Cancel/MD3 <i>Madelyn Cancel</i>
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Attachment A
Amended Budget Estimate

Budget Item	Original s319 Grant Funding	Amended s319 Grant Amount
Salaries & Wages	\$32,650.00	\$36,650.00
Travel and Training	\$1,835.00	\$1,835.00
Contractual	\$7,385.00	\$10,053.00
Printing and meeting materials	\$400.00	\$400.00
Construction	\$21,730.00	\$23,730.00
Totals	\$64,000.00	\$72,668.00

Attachment B
Copy of Original Grant Agreement

Jeffrey Marcoux



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

April 9, 2014

APPROVED G & C

DATE 5/8/14
ITEM # 69

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 an agreement with the Rockingham County Conservation District, Brentwood, NH, (VC # 154584) in the amount of \$64,000 to complete the *Great Bay Watershed Management Plan Implementation, Phase 1: Permeable Reactive Barrier Demonstration Project* effective upon Governor and Council approval through December 31, 2016. 100% Federal Funds.

Funding is available in the accounts as follows:

03-44-44-442010-2035-072-500574
Dept. Environmental Services, NPS Restoration Program, Grants-Federal

FY 2014
\$64,000

EXPLANATION

The Department of Environmental Services (DES) issued a Request For Proposals (RFP) for the 2014 Watershed Assistance Grants program. Fourteen proposals were received. The proposals were ranked based on the criteria included in the RFP: water quality improvement or protection; cost/benefit ratio; local capacity to complete the project; relative value or significance of the water body; and, general quality and thoroughness of the proposal. Based on results of the selection process and available federal grant funding levels, the eleven highest ranked projects were selected to receive funding. Please see Attachment B for a list of project rankings and review team members.

The Watershed Assistance Grants focus 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 promoting good land use practices on a watershed scale.


The Great Bay estuary has many areas which have been identified in New Hampshire as impaired water bodies for a variety of problems related to nonpoint source pollution, including excess nutrients. Many nonpoint pollution sources have been identified, including nitrogen from septic effluent. Active on-site septic system technologies to remove nitrogen are expensive and subject to mechanical failure. A

passive technology, called a Permeable Reactive Barrier (PRB), can control nitrogen with a formulation of wood chips, exchange media, and sand or gravel to transform inorganic nitrogen to nitrogen gas. This technology can be used in conjunction with an existing or new septic system to prevent nitrogen migration to sensitive watershed areas. This project will study the feasibility of the technology for widespread use.

The Rockingham and Strafford County Conservation Districts propose to set up two pilot sites – one in Durham and one in Brentwood, NH. The goal of this project is to provide a preliminary assessment of the technology to reduce nitrogen inputs from septic systems into shallow groundwater and surface waters. Pre- and post-installation monitoring will demonstrate project implementation challenges and effectiveness so that solutions can be incorporated into later siting evaluation and implementation programs. The project is a joint effort of the Rockingham County and Strafford County Conservation Districts in collaboration with the Town of Durham and the Town of Brentwood.

The total project costs are budgeted at \$108,700. DES will provide \$64,000 (59%) of the project costs through a federal grant and the Rockingham County Conservation District will provide the remaining costs through cash and in-kind services. A budget breakdown is provided in Attachment A. 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

COPY

GRANT AGREEMENT

Subject: Great Bay Watershed Management Plan Implementation, Phase I Permeable Reactive Barrier Demonstration Project

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 Rockingham County Conservation District		1.4 Grantee Address 110 North Road Brentwood, NH 03301	
1.5 Effective Date Upon G&C approval	1.6 Completion Date December 31, 2016	1.7 Audit Date N/A	1.8 Grant Limitation \$64,000
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 <i>Cynthia W. Smith</i>		1.12 Name & Title of Grantee Signor <i>Cynthia W. Smith Chairman</i>	
1.13 Acknowledgment: State of New Hampshire, County of <u>Rockingham</u> On <u>4/4/2014</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 Signature of Notary Public or Justice of the Peace <i>Marguerite F. Morgan</i>		MARGUERITE F. MORGAN Notary Public - New Hampshire My Commission Expires September 18, 2018	
1.13.2 Name & Title of Notary Public or Justice of the Peace <i>Marguerite F. Morgan, Notary Public</i>			
1.14 State Agency Signature(s) <i>Thomas S. Burack</i>		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: <i>[Signature]</i>		Attorney, On: <u>4/20/2014</u>	
1.17 Approval by the Governor and Council			
By:		On: <u> / /</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 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 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 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 Rockingham County Conservation District (RCCD) shall perform the following tasks as described in the detailed proposal titled Great Bay Watershed Management Plan Implementation, Phase I Permeable Reactive Barrier Demonstration Project, submitted by the RCCD, dated December 13, 2013:

Objective A: Design the project sampling program and Quality Assurance Project Plan (QAPP)
Measures of Success: Completed and Accepted QAPP

Deliverable A: Final Project QAPP

Task 1: Plan groundwater and surface water sampling program and complete draft QAPP - The team will work with NHDES to design the well installation and groundwater and surface water sampling program for both project sites. The initial water quality testing program and the regular sampling program will be finalized. Work closely with NHDES on an approach that will meet QAPP criteria. Complete a draft QAPP with all figures, tables, Appendices and explanatory text as required for a QAPP document and submit to NHDES for review and comment.

Task 2: Incorporate comments and submit final QAPP - Answer questions and address comments provided during draft QAPP review. Submit final QAPP to NHDES that incorporates all addressed comments.

Objective B: Coordinate permission and municipal collaboration for planning and installing Permeable Reactive Barriers (PRBs) at sites in Rockingham County and in Strafford County

Measures of Success: Sites selected, owners provide permission and towns willing to collaborate with RCCD and owners on projects.

Deliverable B: Submit final locations and landowner/town agreement summary to NHDES

Task 3: Coordinate permission and collaboration of landowners and towns on PRB project - Confirm final sites, meet with landowners, explain project details and obtain written permission to construct PRBs. Secure commitment from towns on participation in construction, materials, and expertise for PRB installation. Summarize Objective tasks and provide written permission and MOUs.

Objective C: Establish and install water quality monitoring points

Measures of Success: Monitoring points installed, surveyed, and flagged.

Deliverable C: Well Installation/sampling and point summary memo.

Task 4: Coordinate piezometer installation work, homeowners and Dig Safe, install wells, complete survey and report - Contact all pertinent parties to coordinate installation. Install 4 drive point piezometers per site, develop wells, survey wells and surface water points and PRB area. Report on field activities.

Objective D: Complete preliminary and baseline sampling

Measures of Success: Completion of surface water and ground water sampling and analysis to aid with PRB design

Deliverable D: Summary of design water quality sampling program

Task 5: Sample groundwater and surface water at both project sites to provide water chemistry information for PRB design and summarize results - Complete monitoring at each site as per the project QAPP for design water quality parameters. Provide water quality results in preparation for PRB design.

Task 6: Complete first round of baseline sampling - Complete monitoring at each site as per the project QAPP for baseline monitoring.

Task 7: Complete second round of baseline sampling - Complete monitoring at each site as per the project QAPP for baseline monitoring. Prepare summary of results of water quality sampling.

Objective E: 1-5 PRB Design

Measures of Success: Completed designs for each site

Deliverable E: Provide completed PRB designs to DES

Task 8: Design PRB for each site and prepare summary - Based on site conditions, water quality sampling data, develop a design, and construction and materials specifications for both project sites.

Objective F: Organize PRB installation

Measures of Success: PRB materials secured and installation coordinated with towns and landowners.

Deliverable F: Memo describing installation arrangements.

Task 9: Provide material estimates to DPW's to obtain materials and schedule DPW equipment and operators. Use completed design to obtain and stockpile project materials. Coordinate with DPW on project schedule and obtain commitments for equipment and operators for project sites. Coordinate with Public Works Departments and landowners and prepare memo describing the installation arrangements.

Objective G: Complete first water quality sampling event – year two

Measures of Success: completed sampling event for year two.

Deliverable G: Memo describing sampling results.

Task 10: Complete one round of year two groundwater and surface water quality sampling and analysis at both PRB sites as per project QAPP.

Objective H: PRB Installation

Measures of Success: Completed Installation at both sites

Deliverable H: Final installation summary memo and photo-documentation.

Task 11: Install Rockingham County PRB - Complete installation of PRB at Rockingham County site.

Task 12: Install Strafford County PRB - Complete installation of PRB at Strafford County site.

Task 13: Develop installation memos & photo-documentation for each installation and provide to DES.

Objective I: Prepare and complete public presentations on PRBs in project towns. (Target audience: residents, local officials, etc.)

Measures of Success: Opportunities for public presentations identified and presentations are held.

Deliverable I: Summary memo describing presentations with meeting materials.

Task 14: Plan and schedule two informational meetings to present background and installation information to Town, residents and interested stakeholders and NHDES - Complete all content, venue and publicity/outreach planning. Outreach materials must be reviewed and approved by DES prior to publication and include funding source credit.

Task 15: Hold information meetings and site walks in project towns and provide report - Conduct site walk of completed sites with interested parties. Summarize presentation and participant reviews.

Objective J: Complete post-installation monitoring and reporting for year 2

Measures of Success: completed sampling event.

Deliverable J: Memo documenting sampling event.

Task 16: Complete second round of year two post-installation groundwater and surface water quality sampling and analysis at both PRB sites - Complete one round of groundwater and surface water quality sampling and analysis at both PRB sites as per project QAPP.

Task 17: Complete third round of year two post-installation groundwater and surface water quality sampling and analysis at both PRB sites and prepare summary report - Complete one round of groundwater and surface water quality sampling and analysis at both PRB sites as per project QAPP.

Objective K: Prepare and complete web presentation and technical presentation materials on the PRB project (target audience: septic designers, installers, engineers, etc.)

Measures of Success: Completed slide show and technical presentation materials.

Deliverable K: Final technical presentation materials

Task 18: Work with project team to develop a slide show suitable for public presentations and plan 2 meetings for technical audiences - Modify Year 2 presentation to include new sampling data and produce alternate presentation for a more technical audience. Complete all content, venue and publicity/outreach planning for Year 3 outreach/meeting presentations. Outreach materials must be reviewed and approved by DES prior to publication and include funding source credit.

Task 19: Make presentations at two venues and prepare summary memos - Make presentations, evaluate and note modifications needed for other presentations.

Objective L: Complete Post - installation sampling and analysis - Year 3.

Measures of Success: Complete sampling events

Deliverable L: Memo describing monitoring, analyses and results.

Task 20: Complete first round of year three groundwater and surface water quality sampling and analysis at both PRB sites - Complete one round of groundwater and surface water quality sampling and analysis at both PRB sites as per project QAPP.

Task 21: Complete second round of year three groundwater and surface water quality sampling and analysis at both PRB sites - Complete one round of groundwater and surface water quality sampling and analysis at both PRB sites as per project QAPP.

Task 22: Complete third round of year three groundwater and surface water quality sampling and analysis at both PRB sites - Complete one round of groundwater and surface water quality sampling and analysis at both PRB sites as per project QAPP.

Objective M: Complete tasks related to grant management and reporting.

Measures of Success: Reports are submitted to DES on time.

Deliverable M: Semi-annual reports, PCR report, and Final Reports are submitted to DES.

Task 23: Submit electronic semi-annual reports documenting all work performed on the project at the end of each June and December of the project period. The semi-annual reports will include a Pollutants Controlled Report when structural BMPs have been implemented during the reporting period.

Task 24: 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 load reduction estimates, photo-documentation of installed system components, and comply with the DES and EPA requirements found in the final report guidance document on the DES Watershed Assistance Section webpage

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 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.

COPY

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 at least \$44,700. 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	\$3,340
Upon completion and DES approval of Task 2	\$969
Upon completion and DES approval of Task 3	\$2,746
Upon completion and DES approval of Task 4	\$8,054
Upon completion and DES approval of Task 5	\$3,259
Upon completion and DES approval of Task 6	\$902
Upon completion and DES approval of Task 7	\$902
Upon completion and DES approval of Task 8	\$3,276
Upon completion and DES approval of Task 9	\$5,843
Upon completion and DES approval of Task 10	\$846
Upon completion and DES approval of Task 11	\$7,534
Upon completion and DES approval of Task 12 and 13	\$3,668
Upon completion and DES approval of Task 14	\$2,250
Upon completion and DES approval of Task 15	\$2,462
Upon completion and DES approval of Task 16	\$1,645
Upon completion and DES approval of Task 17	\$2,828
Upon completion and DES approval of Task 18	\$1,411
Upon completion and DES approval of Task 19	\$2,713
Upon completion and DES approval of Task 20	\$1,388
Upon completion and DES approval of Task 21	\$1,388
Upon completion and DES approval of Task 22	\$3,316
Upon completion and DES approval of Task 23	\$1,630
Upon completion and DES approval of Task 24	\$1,630
Total	\$64,000

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, NPS Implementation 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.

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.

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) **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. The Grantee's DUNS number is 602798402.

CERTIFICATE of AUTHORITY

I, Joana Pellerin, Secretary of the Rockingham County Conservation District, do hereby certify that:

(1) I am the duly elected Secretary;

(2) At the meeting held on March 27, 2014, the Rockingham County Conservation District voted to accept DES funds and to enter into a contract with the Department of Environmental Services;

(3) the Rockingham County Conservation District further authorized the Chairman 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:

CYNTHIA W SMITH
Cynthia Smith

Cynthia W. Smith
Chairman

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Rockingham County Conservation District, on this date April 4, 2014

Joanna Pellerin
Joanna Pellerin, Secretary

STATE OF NEW HAMPSHIRE
County of Rockingham

On this the 4th day of April 2014, before me Marguerite F. Morgan
(Notary Public)

the undersigned officer, personally appeared, Joanna Pellerin, who acknowledged ~~him~~/herself to be the Secretary of the Rockingham County Conservation District 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.

Marguerite F. Morgan
Name of Notary Public (Signature above)

Commission Expiration Date:



MARGUERITE F. MORGAN
Notary Public - New Hampshire
My Commission Expires September 18, 2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/01/2014

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	CONTACT NAME: Gina Kozhaski	PHONE (A/C, No, Ext): 603-223-6680	FAX (A/C, No): 603-223-0600
Anthony Viscusi 297 Sloop Davis Rd Concord NH 03301	ADDRESS:		
INSURED	INSURER(S) AFFORDING COVERAGE		NAIC #
Rockingham County Conservation District 110 North Rd Brentwood NH 03833	INSURER A: Farm Family Casualty Insurance		13803
	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.

INSTR. NO.	TYPE OF INSURANCE	ADDL. COVR. (Y/N)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXPI. (MM/DD/YYYY)	LIMITS
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Select Business Package		2808X0064	10/01/2013	10/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. ACCT. <input type="checkbox"/> LOC OTHER					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE	2801E0055	10/01/2013	10/01/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Grant 319**CERTIFICATE HOLDER****CANCELLATION**NH Department of Environmental Services
29 Hazen Dr
Concord NH 03301

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/1/2014

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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PRODUCER Cross Insurance-Meredith 45 NH Route 25 Meredith NH 03253	CONTACT NAME: Madelyn Dunlap	FAX (A/C, No): (603) 279-8876
	PHONE (A/C, No, Ext): (603) 279-8122	E-MAIL ADDRESS: mdunlap@crossagency.com
INSURED Rockingham County Conservation District 110 North Road Brentwood NH 03833-6614	INSURER(S) AFFORDING COVERAGE INSURER A: FirstComp Ins Co	NAIC # 27626
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL144106113 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
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <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) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ OCCUR CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC0105227-05	2/12/2014	2/12/2015	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Refer to policy for exclusionary endorsements and special provisions. New Hampshire Workers' Compensation = Executive Officers or Members excluded are: Cynthia Smith, Robert Goodrich, Joanna Pellerin, and James Raynes.

CERTIFICATE HOLDER

CANCELLATION

New Hampshire State
Conservation Committee
PO Box 3907
Concord, NH 03302SHOULD 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
Madelyn Dunlap/MD3 *Madelyn Dunlap*

**Attachment A
Budget Estimate**

Budget Item	s319 Grant Funding
Salaries & Wages	\$32,650.00
Travel and Training	\$1,835.00
Contractual	\$7,385.00
Printing and meeting materials	\$400.00
Construction	<u>\$21,730.00</u>
Total Grant Amount	\$64,000.00

COPY

Attachment B: 2014 Watershed Assistance and Restoration Grant Ranking

Organization	Project Name	Reviewer A	Reviewer B	Reviewer C	Reviewer D	Reviewer E	Reviewer F	Proposal Score	Rank
DES Dam Bureau	Sawyers Mill Dam Pond - Bellamy River, Upper and Lower Sawyers Mill Dams Removal Project Phase II: Final Design and Permitting	90	92	86	90	88	85	531	1
Wolfeboro, Town of	Wentworth and Crescent Lake WMP Implementation Phase 2 Multiple Stormwater BMPs	97	91	82	88	75	85	518	2
Aislead, Town of	Warren Brook Restoration Master Plan Implementation Phase 2 Storm Damage Mitigation	90	88	74	87	74	95	508	3
Lake Winnepesaukee Watershed Association	Moultonborough Bay Inlet Watershed Restoration Plan Development and Implementation: Phase 1	95	86	80	86	70	80	497	4
University of New Hampshire	Great Bay Watershed Nitrogen Non-Point Source Study Implementation: Phase 1 - UNH BMPs to Reduce Nitrogen	91	83	81	89	73	72	489	5
New Hampshire Rivers Council	McQuesten Brook Geomorphic Assessment and Watershed Restoration Plan - Phase 3 Implementation: Culvert Replacements	80	89	80	89	84	64	486	6
Laconia, City of	Jewett Brook Watershed Management Plan Phase 1 - Restoration of Floodplain Access	80	82	79	70	71	78	460	7
Belknap County Conservation District	Gunstock Brook - Implementation of the MPSB Watershed Management Plan Phase 1 Geomorphology Based Restoration at Route 11B Mass Failure/Wasting Site	78	66	76	80	64	95	457	8
Rockingham County Conservation District	Great Bay Watershed Management Implementation Phase 1: New Septic Technologies for Nitrogen Management	91	55	67	84	74	66	437	9
Great Bay Stewards	Soak Up the Rain Great Bay Phase 1 Residential BMPs	70	77	65	86	58	36	392	10
Silver Lake Land Trust	Silver Lake Plan Development and Implementation Phase 1: Plan and Landowner BMP Education and Cost Share Program	72	59	72	67	67	53	390	11
Strafford County Conservation District	Great Bay Watershed Management Implementation Phase 1: Soil Health for Nutrient Management	76	43	55	68	68	65	375	not selected
Trout Unlimited	Labin Ainsworth Pond Partial Dam Removal and Stuffy Brook/Mountain Brook Restoration Project in Jaffrey, New Hampshire Phase 1 Design Engineering and Permitting	72	44	70	81	49	25	341	not selected
Squam Lakes Association	Squam Lakes Watershed Management Plan: Phase 1 Development	57	23	67	59	57	75	338	not selected

Review Team Members

Name	Qualifications
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 McMillian	12 years Watershed Assistance Outreach Coordinator, outreach and education expertise
Sally Soule	13 years experience, Coastal Watershed Coordinator, project management, Coastal watershed expertise
Wendy Waskin	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.