



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

October 23, 2013

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

Retroactive

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to **retroactively** amend an agreement (PO#1029619) with Aquatic Control Technology, LLC (VC #161533), Sutton, Massachusetts, to increase the contract amount by \$1,375.00 from \$26,010.00 to \$27,385.00 for costs related to a second treatment of variable milfoil in Otter Pond in Greenfield, New Hampshire. The amendment shall be effective as of August 15, 2013 through December 31, 2013, upon Governor and Council approval. The original agreement was approved by G&C on May 1, 2013, Item #70. 100% Lake Restoration Funds.

Funding is available in the account as follows:

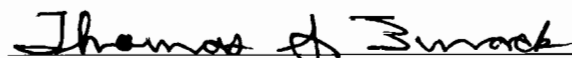
	<u>FY 2014</u>
03-44-44-442010-1430-073-500580	\$1,375.00
Dept. Environmental Services, Lakes Restoration Program, Grants-Nonfederal	

EXPLANATION

Variable milfoil, an invasive exotic aquatic plant, was a newly document infestation in Otter Pond in Greenfield in 2012. A spring 2013 treatment of the variable milfoil was conducted using a relatively new product called Sculpin, which was recommended by the manufacturer of the product. However, this herbicide produced an incomplete control of the variable milfoil, with less than a 20% reduction in overall standing crop of the milfoil in the lake. This is a **retroactive** request due to the timeframe involved in determining the results of the first treatment (time was needed to see if the plants would die slowly, if at all). The first treatment took place in late June, and it was determined that a second treatment would be needed in late August. By that point in time, there was a small window of opportunity to treat before the pesticide permit expired in September, thus the contractors performed the treatment as DES began the amendment process on the existing contract. The increased contract amount will pay Aquatic Control Technology, LLC for their labor and costs incurred as a result of performing the second treatment, and is less than a 10% change in cost between the original agreement value and the amendment agreement value. DES worked with the herbicide manufacturer to rectify this problem, and the manufacturer offered to provide a different herbicide product, free of charge, for the second treatment.

In the event that other funds become no longer available, General funds will not be requested to support this program. This agreement was 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 Aquatic Control Technology, LLC.
Amendment No. 1

This Agreement (hereinafter called the "Amendment") dated this 3rd day of October, 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 Aquatic Control Technology, LLC., acting by and through its President, Marc D. Bellaud (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council on May 1, 2013, 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;

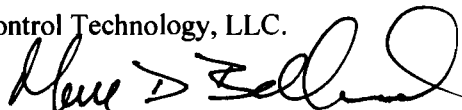
NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
 - (A) The Grant Agreement and Payment Schedule as set forth in Exhibit B shall be amended increase to total grant agreement price by \$1,375.00 from \$26,010.00, to the new amount of \$27,385.00, to pay the contractor for services related to a second herbicide treatment in Otter Pond in Greenfield, New Hampshire, to control growths of variable milfoil in that pond.
2. Effective Date of Amendment: This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.
3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

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

Aquatic Control Technology, LLC.

By



Marc D. Bellaud, President

~~STATE OF NEW HAMPSHIRE~~
STATE OF Massachusetts
COUNTY OF Worcester

On this the 17 day of October, 2013, before the undersigned officer, personally appeared Marc D. Bellaud, President who acknowledged himself to be the person who executed the foregoing instrument for the purpose therein contained.

Initial MDB Date 10/17/13

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

Michele M. Tetreau
enter name notary public/JOP

My Commission Expires:

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services



By Thomas S. Burack
Thomas S. Burack, Commissioner

Approved by Attorney General this 30 day of October, 2013

OFFICE OF ATTORNEY GENERAL

By [Signature]

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of Aquatic Control Technology, LLC held on January 2, 2013 at which all the Directors were present or waived notice, it was voted that Marc D. Bellaud, President of this company be and hereby is authorized to execute contracts and bonds in the name and behalf of said company, and such executions of any contract of obligation in this company's name on its behalf of such Marc D. Bellaud shall be valid and binding upon this company.

A TRUE COPY,

ATTEST:



Place of Business: 11 John Road
Sutton, MA 01590

State of Massachusetts
County of Worcester

On October 17, 2013, personally appeared before me Marc D. Bellaud, personally known to me or established on the basis of satisfactory documentary evidence, to be the person who executed the foregoing document, and acknowledged to me that he did do as his word and deed, and if on behalf of a company, that he is the President of said company, and executed the document with authority of the Board of Directors of such company,



Notary Public



State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that AQUATIC CONTROL TECHNOLOGY, LLC, a(n) Delaware limited liability company registered to do business in New Hampshire on June 3, 1976. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.



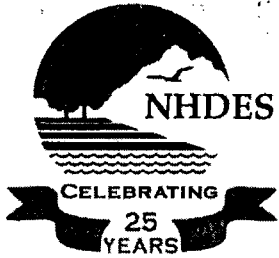
In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of October, A.D. 2013

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

William M. Gardner
Secretary of State

DESCRIPTIONS (Continued from Page 1)

each MVPL pollution condition and \$3,000,000 aggregate.
2013 Aquatic Management Program at Otter Lake



The State of New Hampshire
Department of Environmental Services

Thomas S. Burack, Commissioner



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

April 10, 2013

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

APPROVED G & C
DATE 5/1/13
ITEM # 70

REQUESTED ACTION

Authorize the Department of Environmental Services to enter into a grant agreement with Aquatic Control Technology, LLC, (VC # 161533), Sutton, Massachusetts, in the amount of \$26,010.00, for milfoil control efforts in portions of Naticook and Otter Lakes, effective upon Governor and Council approval through December 31, 2013. 100% Lake Restoration Funds.

Funding is available in the account as follows:

	<u>FY 2013</u>
03-44-44-442010-1430-073-500580	\$26,010.00
Dept. Environmental Services, Lakes Restoration Program, Grants-Nonfederal	

EXPLANATION

New infestations of variable milfoil were documented in Naticook Lake in Merrimack and Otter Lake in Greenfield in 2012. Both infestations are widespread in the waterbodies, and action now will facilitate a more realistic chance for rapid response and eradication of these invasive plants. Because these are new infestations that have not been previously recorded or managed, it is DES' protocol to coordinate and provide 100% of the costs for the first round of management on behalf of local entities, and to seek and select bids for these projects as a means of providing technical assistance for those communities.

The primary purpose of New Hampshire's Exotic Aquatic Plant Program is to "prevent the introduction and further dispersal of exotic aquatic weeds and to manage or eradicate exotic aquatic weed infestations in the surface waters of the state" (RSA 487:17, II). The program, initiated in 1981, has five focus areas: 1) Prevention of new infestations, 2) Monitoring for early detection of new infestations to facilitate rapid control activities, 3) Control of new and established infestations, 4) Research towards new control methods with the goal of reducing or eliminating infested areas, and 5) Regional cooperation.

Competitive bids were solicited for these projects. There are two companies licensed by the Department of Agriculture, Markets and Food, Division of Pesticide Control to perform chemical treatments of aquatic weeds in New Hampshire. They are Aquatic Control Technology, LLC and Lycott Environmental, Inc.

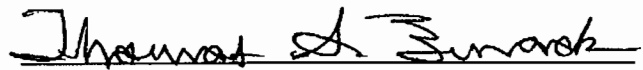
www.des.nh.gov

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • TDD Access: Relay NH 1-800-735-2964

Each applicator provided a different method and product for the treatments, and different application rates of those products. After reviewing both bids and their elements thoroughly for their technical merit and likelihood for success, Aquatic Control Technology, LLC (ACT) was selected for both jobs. ACT was also the low bidder on both projects (please reference Attachment A for a full comparison of the bids provided by each applicator for each job).

In the event that other funds become no longer available, General funds will not be requested to support this program. This agreement was approved by the Office of the Attorney General as to form, execution and content.

We respectfully request your approval.

A handwritten signature in black ink, appearing to read "Thomas S. Burack", written over a horizontal line.

Thomas S. Burack
Commissioner

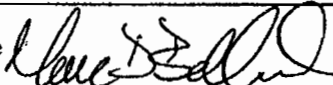
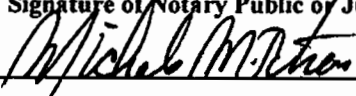

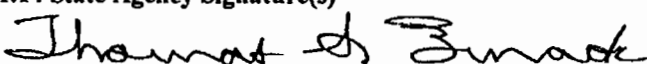
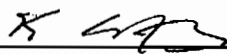
Subject: Control of variable milfoil in Naticook Lake, Merrimack and Otter Pond, Greenfield

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATIONS

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301	
1.3 Grantee Name: Aquatic Control Technology, LLC		1.4 Grantee Address 11 John Road, Sutton, MA 01590	
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 \$26,010.00
1.9 Grant Officer for State Agency Amy P. Smagula		1.10 State Agency Telephone Number 603-271-2248	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor Marc D. Bellaud, President	
1.13 Acknowledgment: State of <u>Massachusetts</u> , County of <u>Worcester</u> On <u>2/14/2013</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 (Seal) 			
1.13.2 Name & Title of Notary Public or Justice of the Peace Michele M. Tetreau			
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>4/17/2013</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 OR AGREEMENT.

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

11. EVENT OF DEFAULT; REMEDIES.

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

11.1.1 failure to perform the Project satisfactorily or on schedule; or

11.1.2 failure to submit any report required hereunder; or

11.1.3 failure to maintain, or permit access to, the records required hereunder; or

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

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

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

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

portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

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

12. TERMINATION.

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

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

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

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

13. CONFLICT OF INTEREST. No officer, member or employee of the Grantee and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

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

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

1. Aquatic Control Technology, LLC (ACT) is the grantee for this project. The New Hampshire Department of Environmental Services (DES) is referred to as the "state." Amy P. Smagula of the Watershed Management Bureau is the grant officer for the state.
2. Variable milfoil, an invasive aquatic plant, has become a nuisance problem in various portions of Naticook Lake in Merrimack and in Otter Lake in Greenfield. The grantee has been selected to perform herbicide treatments on both waterbodies during 2013.
3. The grantee shall perform the following tasks:

For Naticook Lake:

- Task N1 Prepare and file Special Permit application with NH DPC (inclusive of the required abutter notifications, publication of newspaper notices and all costs associated with advertising and attending a public hearing, if required).
- Task N2 Perform chemical treatment on up to 25 acres of Naticook Lake per the bid specifications, inclusive of all labor, chemical, and equipment costs.
- Task N3 Conduct pre- and post-treatment surveys and submit the required written reporting to the State as required by permit.
- Task N4 Perform post-treatment herbicide residue sample collection as required by permit.

For Otter Lake:

- Task O1 Prepare and file Special Permit application with NH DPC (inclusive of the required abutter notifications, publication of newspaper notices and all costs associated with advertising and attending a public hearing, if required).
- Task O2 Perform chemical treatment on up to 27.2 acres of Otter Lake per the bid specifications, inclusive of all labor, chemical, and equipment costs.
- Task O3 Conduct pre- and post-treatment surveys and submit the required written reporting to the State as required by permit.
- Task O4 Perform post-treatment herbicide residue sample collection as required by permit.

4. DES will provide final treatment maps and shapefiles to ACT in advance of treatment, based on spring 2013 field data.

Exhibit B
Grant Amount and Payment Schedule

Payments shall be made by DES to the grantee upon approval of stated outputs and verification of the value of completed work through submittal of invoices for services rendered.

DES will pay ACT up to \$26,010.00 for work outlined in #3 above.

The grantee is responsible for paying the contractor.

The billing address shall be as follows:

NH Department of Environmental Services
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095
Attn: Amy Smagula, Watershed Management Bureau

Invoices shall be approved by the Grant Officer before payment is processed.

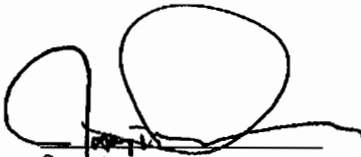
Exhibit C
Special Provisions

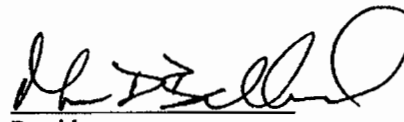
Comprehensive general liability insurance at a level of \$1,000,000.00 per incident shall be adequate for the purposes of this work and contract, and the requirement in the grant agreement for \$2,000,000.00 shall be waived.

CERTIFICATE OF AUTHORITY

According to Aquatic Control Technology, LLC's organizational documents and with approval from the company's Board of Directors, Marc D. Bellaud, President of this company, is authorized to execute contracts and bonds in the name and behalf of said company, and such executions of any contract of obligation in this company's name on its behalf of such Marc D. Bellaud shall be valid and binding upon this company.

A TRUE COPY,


Secretary


President


Place of Business:

11 John Road
Sutton, MA 01590

Corporate Seal

State of Massachusetts
County of Worcester

On March 18, 2013, personally appeared before me Marc D. Bellaud and Jason Pananos, personally known to me or established on the basis of satisfactory documentary evidence, to be the person who executed the foregoing document, and acknowledged to me that he did do as his word and deed, and if on behalf of a company, that he is the President of said company, and executed the document with authority of the company's organizational documents and Board of Directors.

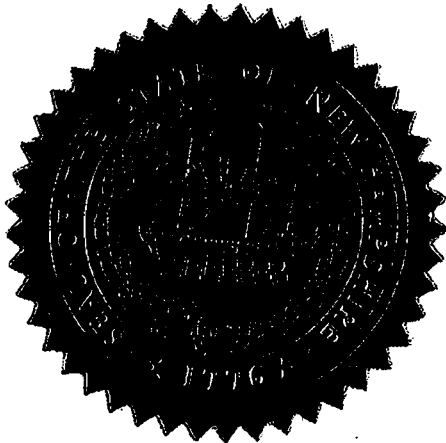

Notary Public



State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that AQUATIC CONTROL TECHNOLOGY, LLC, a(n) Delaware limited liability company registered to do business in New Hampshire on June 3, 1976. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of April, A.D. 2013

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

William M. Gardner
Secretary of State

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/05/2013

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.

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.

PRODUCER: Everlihy Insurance Group Inc. 51 Pullman Street, Worcester, MA 01606, 508 756-5159. CONTACT NAME: Everlihy Insurance Group Inc. PHONE: 508 756-5159, FAX: 508-751-5747. INSURER(S) AFFORDING COVERAGE: EVEREST INDEMNITY INSURANCE CO., AMERICAN INTERNATIONAL GROUP, SAFETY INSURANCE COMPANY.

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.

Table with columns: SR/TR, TYPE OF INSURANCE, ADDL SUBR INSR, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: GENERAL LIABILITY (EF4ML00119131), AUTOMOBILE LIABILITY (6211991), UMBRELLA LIAB (EF4CU00423131), WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (WC009619652).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Contractors Pollution Liability - \$ 1,000,000 each pollution condition limit - \$3,000,000 aggregate. Professional Liability - \$1,000,000 each claim and \$3,000,000 aggregate. Motor Vehicle Liability \$1,000,000 (see Attached Descriptions)

CERTIFICATE HOLDER: NH DES Amy Smagula - Limnologist/Exotic Species Program Coordinator, 29 Hazen Drive, Concord, NH 03301. CANCELLATION: 30 Days for Non-Payment. SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**ATTACHMENT A
BID COMPARISON**

For Naticook Lake, Merrimack

Action	Aquatic Control Technology, Inc.	Lycott Environmental, Inc.
Surveys/Sampling/Reporting/Hearing	\$2,985.00	\$3,550.00
Treatment	\$10,500.00 ¹	\$10,887.00 ²
Total	\$13,485.00	\$14,437.00

¹Aquatic Control Technology, LLC proposes to use 2,4-D with Triclopyr (Renovate MaxG formulation) for control of the variable milfoil in this waterbody. This product has proven to be effective in systems similar to this in New Hampshire, and we expect good milfoil control.

²Lycott Environmental recommends treating with just 2,4-D (Navigate formulation). The herbicide that they recommend has had mixed results in recent years in New Hampshire, and it's use has been reduced as a result.

For Otter Lake, Greenfield

Action	Aquatic Control Technology, Inc.	Lycott Environmental, Inc.
Surveys/Sampling/Reporting/Hearing	\$2,985.00	\$3,550.00
Treatment	\$9,540.00 ¹	\$14,446.00 ²
Total	\$12,525.00	\$17,996.00

¹Aquatic Control Technology, LLC proposes to use 2,4-D (Sculpin formulation) for control of the variable water milfoil in this waterbody. Sculpin is a new formulation of 2,4-D and worked well at other sites where it was used in New Hampshire.

²Lycott Environmental recommends treating with just 2,4-D (Navigate formulation). The herbicide that they recommend has had mixed results in recent years in New Hampshire, and it's use has been reduced as a result.