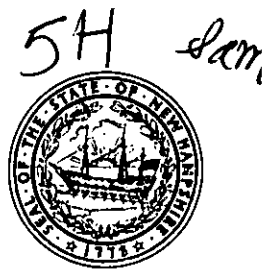




The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

DEC05'18 AM10:00 DAS



Robert R. Scott, Commissioner

November 20, 2018

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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services to amend an agreement (PO # 1051383) with Franklin Pierce University, Rindge, NH, (VC # 177190-B003) for the *Pearly Pond Watershed Management Plan Implementation Phase 1* project by extending the expiration date to December 31, 2019 from December 31, 2018, effective upon Governor and Council approval. The original agreement was approved by Governor and Council on July 13, 2016, Item #25. 100% Federal Funds.

EXPLANATION

This Amendment requests additional time to finish tasks associated with the project. Additional time will allow the grantee to wait for a fire hydrant to be placed in the project area on Kimball Road before work in the project area is completed; this will reduce impact to the best management practice (BMP) that will be installed. The Kimball Road BMP will be used as a template for landowners to view before installing rain gardens on their properties. The unusually wet fall has also created a setback for the contractor who is installing an iron enhanced sand filter at the Hodge Pond trail stream crossing. The contractor is waiting for dry conditions to allow for construction to be completed without the additional tasks and costs associated with pumping out groundwater.

Pearly Pond is a 191-acre lake in Rindge, NH. The pond is currently classified by NHDES as impaired surface water, because it does not meet its water quality goals for aquatic life and recreational uses. Franklin Pierce University, in cooperation with NHDES and other stakeholders, recently completed a watershed restoration plan for Pearly Pond. The plan includes detailed recommendations for implementation of best management practices (BMPs) that will reduce pollutant loads to the pond and ultimately result in improved pond quality. To date, \$41,000 of the original grant amount of \$60,000 has been spent.

The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.


Robert R. Scott, Commissioner

Agreement for Services with Franklin Pierce University
Amendment No. 1

This Agreement (hereinafter called the "Amendment") dated this 18th day of October, 2018, 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 Franklin Pierce University (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council on July 13, 2016, item #25, 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 the agreement shall be changed from December 31, 2018 to December 31, 2019.
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 SQ
Date 10/19/18

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

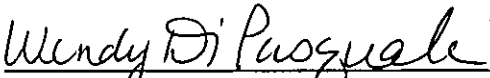
Franklin Pierce University

By 
Sandra Quaye, Vice President of Finance and Administration

STATE OF NEW HAMPSHIRE
COUNTY OF Cheshire

On this the 29th day of October, 2018, before the undersigned officer, personally appeared Sandra Quaye, Vice President of Finance and Administration 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.


Wendy L. DiPasquale, Notary Public
My Commission Expires: November 22, 2022

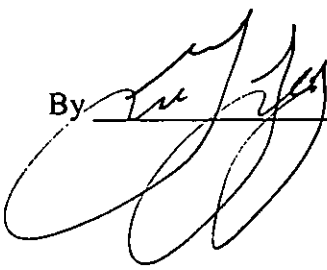
WENDY L. DIPASQUALE
Notary Public - New Hampshire
My Commission Expires November 22, 2022

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By 
Robert R. Scott, Commissioner

Approved by Attorney General this 30 day of November, 2018

OFFICE OF ATTORNEY GENERAL

By 

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 FRANKLIN PIERCE UNIVERSITY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 14, 1962. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 60613

Certificate Number : 0004206742



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of October A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

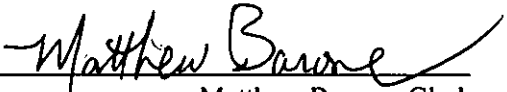
CERTIFICATE OF AUTHORITY

I, Matthew Barone, Clerk of the Board of Trustees of Franklin Pierce University, do hereby certify that:

- (1) I am the duly elected Clerk;
- (2) The Franklin Pierce University Board of Trustees authorized Sandra Quaye, Vice President of Finance and Administration to execute any documents which may be necessary for any contract in a resolution on October 16, 2015;
- (3) This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and
- (4) The following person has been appointed to and now occupies the office indicated under item (2) above:

Sandra Quaye

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk of the Board of Trustees of Franklin Pierce University, this 2nd day of November, 2018.



Matthew Barone, Clerk

State of New Hampshire
County of Cheshire

On this the 2nd day of November, 2018, before me Wendy DiPasquale, the undersigned officer, personally appeared with Matthew Barone who acknowledged herself/himself to be the Clerk of Franklin Pierce University and that she/he as such Clerk, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

In witness whereof I hereunto set my hand and official seal.

JANICE L. SMITH, Notary Public
State of New Hampshire
My Commission Expires April 19, 2022


Justice of the Peace/Notary Public
Commission Expiration Date: November 2, 2018

(Seal)



CERTIFICATE OF LIABILITY INSURANCE

10/1/2019

DATE (MM/DD/YYYY)

10/29/2018

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 have ADDITIONAL INSURED provisions or 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 Lockton Insurance Brokers, LLC CA License #0F15767 725 S. Figueroa Street, 35th fl. Los Angeles CA 90017 213-689-0065	CONTACT NAME: _____	
	PHONE (A/C. No. Ext.): _____	FAX (A/C. No.): _____
INSURED 1418703 Franklin Pierce University 40 University Drive Rindge NH 03461	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Indemnity Insurance Co.	
	INSURER B: MEMIC Indemnity Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
		NAIC #
		INSURER F:

COVERAGES FRAP101 **CERTIFICATE NUMBER:** 14265171 **REVISION NUMBER:** XXXXXXX

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 WYD	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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	Y	N	PHPK1887302	10/1/2018	10/1/2019	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 \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	N	N	PHPK1887298	10/1/2018	10/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	PHUB649093	10/1/2018	10/1/2019	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	3102802852	10/1/2018	10/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
 New Hampshire ("NH") Department of Environmental Services is included as an additional insured with respects to General Liability as required by written contract/agreement.

CERTIFICATE HOLDER

14265171
 NH Department of Environmental Services
 29 Hazen Dr.
 PO Box 95
 Concord NH 03302-0095

CANCELLATION See Attachment

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

General Liability-Additional Insured

Policy: PHPK1887302

Insurer: Philadelphia Indemnity Insurance Co.

f. By Contract, Agreement or Permit - Any person or organization with whom you agreed, because of a written contract or agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your operations, "your work" or facilities owned or used by you.

- (1) This provision does not apply:
 - (a) Unless the written contract or agreement has been executed or permit has been issued prior to the "bodily injury," "property damage," "personal and advertising injury":
 - (b) To any person or organization included as an insured under g. Broad Form Vendors below; or
 - (c) To any person or organization included as an insured by an endorsement issued by us and made a part of this Coverage Part.
- (2) When an engineer, architect or surveyor becomes an insured under this Coverage Part, the following additional exclusion applies:
 - (a) "Bodily injury", "property damage", "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (i) The preparing, approving, or failing to approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (ii) Supervisory, inspection, or engineering services.
- (3) When a lessor of leased equipment becomes an insured under this Coverage Part, the following additional exclusions apply:
 - (a) To any "occurrence" which takes place after the equipment lease expires; or
 - (b) To "bodily injury" or "property damage" arising out of the sole negligence of the lessor.
- (4) When owners or other interests from whom land has been leased become an insured under this Coverage Part, the following additional exclusions apply:
 - (a) Any "occurrence" which takes place after you cease to lease that land; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of the owners or other interests from whom land has been leased.

Attachment C
Copy of Original Agreement



The State of New Hampshire
Department of Environmental Services

Thomas S. Burack, Commissioner

Jeff Maroney



June 20, 2016

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

APPROVED G & C

DATE 7/13/16

ITEM # 25

REQUESTED ACTION

Authorize the Department of Environmental Services to enter into an agreement with Franklin Pierce University, Rindge NH, (VC #177190-B003) in the amount of \$60,000 to complete the *Pearly Pond Watershed Management Plan Implementation Phase I* project, effective upon Governor and Council approval through December 31, 2018. 100% Federal Funds.

Funding is available in the accounts as follows:

03-44-44-442010-2035-072-500575

Dept. Environmental Services, NPS Restoration Program, Grants-Federal

FY 2017
\$60,000

EXPLANATION

The Department of Environmental Services (DES) issued a Request For Proposals (RFP) for the 2016 Watershed Assistance Grants program. This year, the Watershed Assistance Grant funding has been augmented with Coastal Zone Management funding where appropriate to the project proposal. Eleven 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 seven highest ranked watershed plan implementation projects, and the highest ranked watershed plan development project 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.

www.des.nh.gov

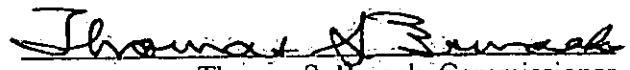
29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 771-2502 • TDD Access: Relay NH 1-800-735-2064

Pearly Pond is a 191-acre lake in Rindge, NH. Most of the watershed for Pearly Pond is undeveloped, though Franklin Pierce University and 52 residences are located near the lake. Pearly Lake beach has been closed to swimming on several occasions because of cyanobacteria blooms, attributed to excessive phosphorus. Much of the phosphorus exists in the sediments as a result of past permitted wastewater discharges. Additional sources of phosphorus may include Canada geese, septic systems, and nonpoint source pollution from fertilizer, erosion, roads and other sources. The lake is currently classified by DES as an impaired waterbody, because it does not meet its water quality goals for aquatic life and recreational uses. Franklin Pierce, in cooperation with DES and other stakeholders, recently completed a watershed restoration plan for Pearly Lake. The plan includes detailed recommendations for implementation of best management practices (BMPs) that will reduce pollutant loads to the Lake and ultimately result in improved in-lake water quality.

This project will implement several of the BMPs that were recommended in the watershed restoration plan. The BMPs will include waterfowl (geese) management and outreach; septic system management and outreach; and, installation of an iron-enhanced sand filter to treat a wetland area that was the former location of a wastewater outfall. Additionally, the project includes: working with voluntary private landowners to install rain gardens and vegetated buffers; installing erosion control and rain gardens in a Town-owned right-of-way on Kimball Road; semi-annual lakeside trash clean-ups; and, expansion of an existing water quality monitoring program. Success will be verified by water quality monitoring and pollutant load reduction calculations, and will be documented through reporting results to DES.

The total project costs are budgeted at \$100,020. DES will provide \$60,000 (60%) of the project costs through a federal grant and Franklin Pierce University 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

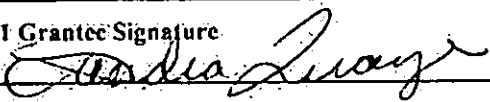

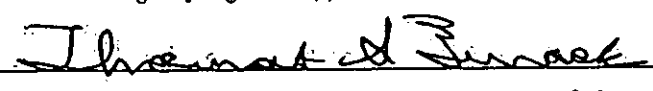
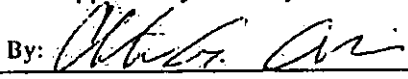
GRANT AGREEMENT

Subject: Pearly Lake Watershed Restoration Plan: Implementation Phase 1

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

GENERAL PROVISIONS

I. 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 Franklin Pierce University		1.4 Grantee Address 40 University Drive Rindge, NH 03461	
1.5 Effective Date Upon G&C approval	1.6 Completion Date December 31, 2018	1.7 Audit Date N/A	1.8 Grant Limitation \$60,000
1.9 Grant Officer for State Agency Stephen C. Landry, Watershed Assistance Section Supervisor		1.10 State Agency Telephone Number 603-271-2969	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor Sandra Quaye, VP of Finance & Adm.	
1.13 Acknowledgment: State of New Hampshire, County of <u>Chester</u> On <u>5/24/16</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) 		WENDY L. DIPASQUALE, Notary Public My Commission Expires December 19, 2017	
1.13.2 Name & Title of Notary Public or Justice of the Peace			
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>6/27/16</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

SO

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

Franklin Pierce University shall perform the following tasks as described in the detailed proposal titled, *Pearly Lake Watershed Restoration Plan: Implementation Phase 1* submitted by Franklin Pierce University (FPU) dated November 23, 2015:

Objective 1: Waterfowl management: Structural controls and Education/outreach (Sections 7.4 and 7.16 in PPWRP)

Measures of Success: Reduction in goose population (resident and migrant).

Deliverable 1: Brochures, signs and social media/websites; photographs of goose deterrent efforts; data/report on effectiveness of goose deterrents and goose population.

Task 1: Develop information for educational campaign on goose management. Research Canada geese population trends, behavior, water quality impacts, effects of humans on geese, etc. Summarize in catchy, attractive brochure. Provide materials to NHDES for review prior to publication.

Task 2: Distribute goose management information through brochures/posters and social media/websites. Add information to the Pearly Pond website, develop a Facebook page for the information, print posters and brochures and distribute widely. Provide materials to NHDES for review prior to publication.

Task 3: Test goose management techniques. Contact local lakeshore owners to find people to participate; test out different goose deterrent techniques; collect empirical information about the goose population, share results at meetings, include in final report.

Task 4: Revise FPU landscape management practices to reduce access of breeding geese to FPU lawns. Gain approval of administration for landscaping plan. Choose shrubs or low maintenance type plants in favorite goose access points/resting areas. Seek donations of some of the plants. Reduce lawn mowing in key areas.

Task 5: Lease border collie/trainer for test period for FPU campus. Hire professional with trained border collie to come to FPU campus in key periods (first arrival in spring, nest establishment, hatching), to scare potential nesting geese away.

Task 6: Conduct empirical observation of goose population numbers and compare to previous years' observations. FPU Department of Facilities student worker will be tasked with regular tallies of geese and areas used. Summarize information in a report.

Objective 2: Septic system maintenance and outreach (Section 7.3 in PPWRP)

Measures of Success: Regular pumping of septic system for majority of lakeshore owners.

Deliverable 2: Report on name of company, dates, locations and quantities of sewage pumped.

Task 7: Call Septic companies to inquire about bulk pricing. Contact multiple septic companies to find out if any would give reduced rate for multiple homes being pumped on regular basis

Task 8: Provide septic system outreach materials. Obtain septic outreach brochures from NHDES; provide information on the importance of septic maintenance to all lakeshore owners

Task 9: Contact lakeshore owners about septic pumping. Contact local lakeshore owners to find people who would be willing to commit to regular septic system pumping for a reduced rate.

Task 10: Implement coordinated septic pumping. Make sure septic company pumps septic tanks from all participating landowners.

Task 11: Track pumping dates and locations. Get information from septic company about dates, locations and quantities pumped. Include this information in the final report.

Objective 3: Install iron-enhanced sand filter Best Management Practice (BMP) at Hodge Pond Trail stream crossing; monitor water quality inputs and outputs (Sec. 7.14 in PPWRP).

Measures of Success: Monitoring data shows reduction in phosphorus as wetland outflow passes through the sand filter.

Deliverable 3: Photographs of installed structures; report on water quality monitoring, estimates of pollutant reduction

Task 12: Develop a site specific project plan (SSPP) which will guide the modeling of pollutant load reduction estimates attributable to the iron-enhanced sand filter.

Task 13: Execute the contract with the engineering firm which was selected through a qualifications based process (Phase 1).

Task 14: Site Survey. Coordinate with the engineering firm to complete a qualifications-based selection process to hire a surveyor to do topographic and boundary survey. Ensure that the survey is completed.

Task 15: Final design, bidding, and construction oversight. Coordinate with the Engineering firm to finalize design, publish the Request for Bids for construction, and hire the construction contractor. A pre-qualification based process may be used. Provide all bid materials to NHDES prior to publication and/or execution. Provide designs to NHDES for review and approval. The final design will include an Operation and Maintenance plan developed in cooperation with the BMP owner.

Task 16: Obtain Permits; Coordinate with the Engineering firm to obtain all necessary permits for construction of the sand-filter BMP.

Task 17: Construct and install sand filter BMP; Coordinate with the contractors to complete construction as per the final design including clearing, excavation, grading; installation of gabions, crushed stone, riprap, pre-cast concrete structure filled with sand and iron filings, fittings and cover; piping; geotextile fabric, gravel backfill, etc. as required.

Objective 4: Install vegetated buffers/rain gardens on private properties (voluntary participation by landowners) (Section 7.10 in PPWRP).

Measures of Success: At least three rain gardens are installed in locations that will reduce stormwater runoff to the lake.

Deliverable 4: Photographs of installed structures; estimates of pollutant reduction; Operations and Maintenance plans from homeowners.

Task 18: Identify potential rain garden locations; Find appropriate locations which have sufficient drainage and will intercept runoff to Pearly Pond. See if landowners are willing to have a rain garden installed there. Obtain signed permission letters from landowners.

Task 19: Determine design for each location including size, depth, fill, and plantings. Develop an Operation and Maintenance plan in cooperation with the BMP owner.

Task 20: Excavation and filling; complete excavation and provide fill materials as per the completed final design.

Task 21: Plant rain garden appropriate non-invasive shrubs and perennials, as per the plan, and tailored to the interest of the landowner.

Task 22: Determine estimated load reduction using SSPP approved methodology, and provide a Pollutants Controlled Report to NHDES. Observe area to make sure water is draining properly, and plants are surviving. Refer to the Operation and Maintenance plans, and address any deficiencies.

Objective 5: Rain garden and erosion control measures at Kimball Road beach access; educational sign/kiosk (Section 7.13 in PPWRP).

Measures of Success: Structures are installed

Deliverable 5: Photographs of installed structures; estimates of pollutant reduction, Pollutants Controlled Report, copy of Operations and Maintenance plan.

Task 23: Coordinate with the engineering firm to ensure that the survey boundary and topography is completed.

Task 24: Coordinate with Pearly Pond Association (PPA) and the engineering firm to determine final design. Develop an Operation and Maintenance plan in cooperation with the BMP owner. Provide design and plan to NHDES for review and approval.

Task 25: Coordinate with the engineering firm to ensure that all required permits are obtained for the Kimball Road erosion control and rain gardens.

Task 26: Coordinate with the engineering firm to provide construction oversight to ensure that the rain garden and erosion control construction is completed as per the plans and permits. Determine estimated load reduction using SSPP approved methodology, and provide a Pollutants Controlled Report to NHDES.

Task 27: Order materials for rain garden and boat launch. Construct rain garden. Excavate rain garden area to design specifications, install gravel, loam, mulch, etc. as per design. Install plants.

Task 28: Install erosion control/pavers at boat launch; Excavate boat launch area to design specifications, install cover and grate on catch basin, install pressure-treated lumber, crushed stone, geotextile fabric, pavers etc. as detailed in the plan.

Task 29: Complete a design for educational signage. Submit drafts to NHDES for review and approval. Construct and install signs.

Objective 6: Promote increased winter road maintenance training. Promote "Green SnowPro" training for local road maintenance workers, including University staff (Section 7.17 in PPWRP).

Measures of Success: Information is collected, staff receive training.

Deliverable 6: Certificates of participation in training; report on existing practices.

Task 30: Obtain information on sand and salt practices. Contact Rindge, Jaffrey, and FPU road crews to get data on sand and salt usage and road/parking lot cleaning in watershed. Coordinate with NHDES and UNH to review current practices for potential revisions.

Task 31: Encourage road maintenance staff to attend the training and obtain NH Green SnowPro certification. Training is provided by NHDES and UNH Technology Transfer Center (T2).

Objective 7: Pearly Pond Clean-up (Section 7.5 in PPWRP).

Measures of Success: Trash pick-ups will be held in spring and fall of 2016 and 2017.

Deliverable 7: Photographs of litter bagged and ready for recycling/disposal.

Task 32: Organize clean-up events, including but not limited to; Arrange for materials, supplies and volunteers; determine areas to be cleaned; trash stockpile locations; trash hauling and disposal; determine liability risk and develop sign-in/waiver forms.

Task 33: Hold clean-up events: Pick up trash, separate recyclables, weigh and photograph collected materials, dispose of properly.

Objective 8: Long-term water quality monitoring program (Section 7.19 in PPWRP).

Measures of Success: Monitoring is conducted, data are collected.

Deliverable 8: Water quality monitoring results and report.

Task 34: Perform monthly VLAP lake and tributary sampling; coordinate with the PPA to conduct water quality monitoring. Complete dissolved oxygen and temperature profile monthly at deep spot. Collect monthly total phosphorus samples at the deep spot, at the lake outlet, and in three major tributaries when unfrozen. Conduct additional watershed sampling April through November at six locations: 1- Upstream of Bower Brook; 2- Old Jaffrey Road inflow to wetland; 3- sand filter outflow below Ingall's Road; 4- upstream input to University Drive stream; 5- inflow to the newly installed iron enhanced filter; and, 6 - outflow of the newly installed iron-enhanced sand filter. Effort will be made to capture storm events.

Task 35: Analyze and report water sampling data; Compile water quality data, report to VLAP program and NHDES.

Objective 9: Complete all required routine reporting to document project activities.

Measures of Success: Completion and NHDES approval of required reports.

Deliverable 9: Semi-annual reports and final report delivered to NHDES.

Task 36: Pursue additional funding and opportunities to implement additional recommended actions as included in the completed Pearly Lake Watershed Restoration plan.

Task 37: Submit electronic semi-annual reports documenting all work performed during the project periods as follows:

- Work completed April 1 – September 30, report is due by October 31
- Work completed October 1 – March 30, report is due by April 30

The semi-annual reports shall include a Pollutants Controlled Report when structural BMPs have been implemented during the reporting period. In the event that the grantee has not completed a timely submittal of the progress reports, all further payments will be suspended until the overdue reports are submitted, and approved by NHDES.

Task 38: Submit a comprehensive final report to NHDES on or before the project completion date. The final report shall include load reduction estimates, photo-documentation of installed BMPs, and comply with the NHDES and EPA requirements found in the final report guidance document on the NHDES 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 NHDES/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 NHDES prior to distribution and shall include the NHDES 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 NHDES. The Grantee shall provide NHDES 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 NHDES 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, NHDES may request a refund for that practice supported by the grant.

Exhibit B: Method of Payment and Contract Price

Procurements of goods or services made with grant funds, or those credited as match, shall comply with the terms of this agreement, and must be reported to NHDES. Documentation of match credit shall be provided with each payment request. The cumulative match value for the project shall meet or exceed the amount of grant funds received multiplied by 0.667 (e.g. \$60,000 grant X 0.667 = \$40,020 minimum match required). The grantee shall submit payment requests, procurement reports, and match documentation on the forms provided by NHDES. Payment shall be made in accordance with the following schedule based upon satisfactory completion of specific tasks, and receipt of deliverables as described in Exhibit A:

Upon completion and NHDES approval of Tasks 1 through 4	\$200
Upon completion and NHDES approval of Task 5	\$3,500
Upon completion and NHDES approval of Task 6	\$100
Upon completion and NHDES approval of Tasks 7 through 11	\$100
Upon completion and NHDES approval of Task 12	\$500
Upon completion and NHDES approval of Task 13	\$500
Upon completion and NHDES approval of Task 14	\$3,000
Upon completion and NHDES approval of Task 15	\$7,500
Upon completion and NHDES approval of Task 16	\$2,300
Upon completion and NHDES approval of Task 17	\$27,700
Upon completion and NHDES approval of Tasks 18 through 20	\$1,000
Upon completion and NHDES approval of Task 21	\$500
Upon completion and NHDES approval of Task 22	\$100
Upon completion and NHDES approval of Task 23	\$900
Upon completion and NHDES approval of Task 24	\$2,000
Upon completion and NHDES approval of Task 25	\$1,500
Upon completion and NHDES approval of Task 26	\$1,000
Upon completion and NHDES approval of Task 27	\$6,000
Upon completion and NHDES approval of Task 28	\$500
Upon completion and NHDES approval of Task 29	\$200
Upon completion and NHDES approval of Tasks 30 through 35	\$100
Upon completion and NHDES approval of Task 36 and 37	\$300
Upon completion and NHDES approval of Task 38	\$500
Total	\$60,000

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.

Grantee Initials SQ
Date 5/24/16

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, and all applicable Executive Compensation Data information as required under the FFATA. The Grantee's DUNS number is 069910503.

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 Federal 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 2 CFR Part 200 Subpart D 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 2 CFR Part 200 Subpart E.

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 2 CFR Part 200 Subpart E.

V) **Property Management.** The Grantee shall comply with the property management and procedures detailed in 2 CFR Part 200 Subpart D.

VI) **Debarment and Suspension.** The Grantee shall comply with 2 CFR Part 200 Subpart C. By signing and submitting the Agreement, the Grantee certifies that it has not been debarred or suspended by a government agency. Additionally, the Grantee certifies that it will not make 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 2 CFR Part 200 Subpart D which includes procurement standards, competition, methods of procurement, contract cost and price, agency review, bonding requirements, and contract provisions.

a. **Assignment of Subcontracts.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State Agency.

b. **Consultant Fee Cap.** The Grantee will limit grant-funded payment to subcontractors under the circumstances detailed in 2 CFR Part 1500.9

c. Subcontracts. The Grantee 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 all 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 2 CFR Part 200 Subpart E 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 2 CFR Part 1536 which require as a condition of the Agreement, certification that the Grantee maintains a drug-free workplace. By signing and submitting this Agreement, the Grantee certifies that they will observe the required practices for maintaining a drug-free workplace.

XI) *Bonding requirements.* For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (currently \$150,000), 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.

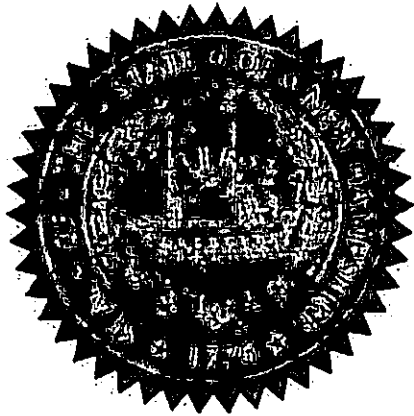
XII) *Limitation on Administrative Costs.* In accordance with §319(h)(12) of the Clean Water Act, administrative costs in the form of salaries, overhead, or indirect costs shall not exceed in any fiscal year 10 percent of the amount of the grant except that costs of implementing enforcement and regulatory activities, education, training, technical assistance, demonstration projects, and technology transfer programs shall not be subject to this limitation.

XIII) *Management fees.* Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses; unforeseen liabilities; or for other similar costs which are not allowable under this Agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

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 Franklin Pierce University is a New Hampshire nonprofit corporation formed November 14, 1962. I further certify that it is in good standing as far as this office is concerned, having filed the return(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 18th day of May A.D. 2016

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

William M. Gardner
Secretary of State

CERTIFICATE of AUTHORITY

I, Nathaniel W. Peirce, Clerk of the Board of Trustees of Franklin Pierce University, do hereby certify that:

- (1) I am the duly elected Clerk;
- (2) the Franklin Pierce University Board of Trustees authorized the Sandra Quaye, Vice President of Finance and Administration to execute any documents which may be necessary for any contract in a resolution on October 16, 2015;
- (3) 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
- (4) the following person has been appointed to and now occupies the office indicated in (2) above:

Sandra Quaye

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk of the Board of Trustees of Franklin Pierce University, this 24th day of May 2016

Nathaniel W. Peirce
Nathaniel W. Peirce, Clerk

STATE OF NEW HAMPSHIRE

County of Cheshire

On this the 24th day of May, before me NATHANIEL W. PEIRCE the undersigned officer, personally appeared Nathaniel Peirce who acknowledged him/herself to be the Clerk of Franklin Pierce University 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.

Ann M. Gagnon
Name of Notary: ANN M. GAGNON

Commission Expiration Date:
(Seal)



ANN M. GAGNON
Notary Public - New Hampshire
My Commission Expires October 1, 2019

Client#: 208743

FRANKPIERC

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/01/2016

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 Marsh & McLennan Agency LLC 100 Front Street, Suite 800 Worcester, MA 01608 508 852-8500	CONTACT NAME:	PHONE (A/C, No, Ext): 508-852-8500	FAX (A/C, No): 866-795-8016
	E-MAIL ADDRESS:		
INSURED Franklin Pierce University 40 University Drive Rindge, NH 03461	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Philadelphia Insurance Co.		
	INSURER B: MEMIC Indemnity		11149
	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.

INSUR LTR	TYPE OF INSURANCE	ADDL SUVR (NSR, MWQ)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		PHPK1400585	10/01/2015	10/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK1400585	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		PHUB516570	10/01/2015	10/01/2016	EACH OCCURRENCE \$20,000,000 AGGREGATE \$20,000,000 \$
B	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 N/A	3102802852	10/01/2015	10/01/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

General Liability Includes Medical Professional Liability for Nurses, Psychologists, Therapists, Athletic Trainers, Teachers, Student Interns and Students in the Physician Assistant Program, Physical Therapy Program, Nursing Program and Graduate Teacher Education Program

CERTIFICATE HOLDER

CANCELLATION.

NH Department of Environmental Services
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2010 ACORD CORPORATION. All rights reserved.

**Attachment A
Budget Estimate**

Budget Item	s319 Grant Funding	Non-Federal Matching Funds
Salaries & Wages	\$340.00	\$22,907.00
Travel and Training	\$0.00	\$1,389.00
Contractual	\$23,250.00	\$0.00
Equipment	\$0.00	\$530.00
Construction	\$36,410.00	\$13,034.00
Other (water sample lab analysis)	\$0.00	\$2,160.00
Total Project Cost	\$60,000.00	\$40,020.00

Attachment B: 2016 Watershed Assistance and Restoration Grant Ranking

Projects Implementing Watershed Plans										
Organization	Project Name	Reviewer A	Reviewer B	Reviewer C	Reviewer D	Reviewer E	Reviewer F	Reviewer G	Average Score	Rank
Acton Wakefield Watersheds Alliance	Province Lake - Joffy Roger Septic System Upgrade	98	92	90	94	85	88	87	90.6	1
Newfound Lake Region Association	Newfound Watershed Master Plan Implementation - Phase II	87	80	90	85	73	78	81	82.0	2
Pleasant Lake Protection Association	Pleasant Lake Watershed Restoration Plan Implementation - Phase 1	91	78	88	91	74	66	78	80.9	3
UNH Stormwater Center	Great Bay Watershed Improvements to Reduce Nitrogen - UNH 'B' Lot Stormwater Retrofits	86	86	88	89	67	70	78	80.6	4
Town of Exeter/WISE	Implementation of the Squamscott - Exeter Watershed Management Plan	94	87	75	87	77	68	70	79.7	5
Franklin Pierce University	Peary Pond Watershed Restoration Plan: Implementation Phase 1	75	83	88	79	80	69	77	78.7	6
City of Dover	Willand Pond Boat Launch Best Management Practices	85	69	72	85	71	63	84	75.7	7
Strafford County Conservation District	Great Bay Watershed Management Plan-Nitrogen Cycling	66	82	72	76	75	60	87	74.0	Not selected
Nashua Regional Planning Commission	Baboosic Lake 2014 Watershed Plan Update Implementation: On-site Waste Management Program	85	80	67	76	70	55	80	73.3	Not selected
Projects Developing Watershed Plans										
Organization	Project Name	Reviewer A	Reviewer B	Reviewer C	Reviewer D	Reviewer E	Reviewer F	Reviewer G	Average Score	Rank
New Hampshire Rivers Council	Development of a Watershed Management Plan for the Winnicut River	90	89	81	93	90	n/a	91	89.0	1
Lake Winnepesaukee Association	Moultonborough Bay and Broads North Watershed Management Plan Development	89	79	88	88	72	74	69	79.9	Not selected

Review Team Members

Name	Qualifications
Steve Landry	20 years experience, Watershed Assistance Section Supervisor, project management, Merrimack watershed and fluvial geomorphology expertise
Jeff Marcoux	12 years experience, Watershed Assistance Specialist, project management, grant and contract expertise
Barbara McMillen	15 years Watershed Assistance Outreach Coordinator, outreach and education and stormwater expertise
Sally Soule	20 years experience, Coastal Watershed Coordinator, project management, Coastal watershed expertise
Wendy Waskin	15+ years experience, Grants Specialist, budgeting, planning, project assistance expertise
Jillian McCarthy	13 years experience, Stormwater Coordinator, quality assurance, program planning, low impact development and stormwater expertise
Rob Livingston	29 years experience, Watershed pollution specialist, BMP, pollution source investigation expertise, Field training of local municipalities in watershed pollution source tracking and identification, Environmental complaints field investigator