



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

**Thomas S. Burack, Commissioner**



50

March 3, 2015

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

REQUESTED ACTION

Authorize the Department of Environmental Services to amend an agreement (PO# 1037380) with the Lake Winnepesaukee Association, Meredith NH, (VC #155053), for the Moultonborough Bay Inlet Watershed Restoration Plan Development and Implementation, Phase 1 project by changing the Grantee name to Lake Winnepesaukee Association from Lake Winnepesaukee Watershed Association, and by adding a Special Provision to Exhibit 'C'. The original agreement was approved by G&C on May 8, 2014, Item # 72. No additional funding is requested in this amendment. 100% Federal Funds.

EXPLANATION

DES is requesting approval of this amendment to update the Grant Agreement to reflect the Grantee organization's new name. The organization formerly called the Lake Winnepesaukee Watershed Association is now called the Lake Winnepesaukee Association. Additionally, DES is requesting that Exhibit 'C' be modified to include language which changes the general liability insurance requirements of this Agreement from \$2,000,000 per occurrence, to \$1,000,000 per occurrence and \$2,000,000 aggregate. The Grantee has indicated that the higher limitations present a financial hardship. Please see Attachment A for a copy of the original grant agreement.

Moultonborough Bay Inlet (MBI) comprises the northernmost area of Lake Winnepesaukee. The MBI sub-watershed extends from Moultonborough through Sandwich, covering an area of 31,556 acres. The MBI has historically exhibited the highest levels of in-lake total phosphorus (TP) of the eight Lake Winnepesaukee sub-watersheds. In addition to Lake Winnepesaukee's current impairment for cyanobacteria hepatotoxic microcystins, several waterbodies within the MBI subwatershed are listed on New Hampshire's 305(b)/303(d) list of impaired waters for failure to fully support aquatic life use due to elevated concentrations of chlorophyll-*a*, insufficient dissolved oxygen, excessive phosphorus, and non-native aquatic plants (milfoil). The community of Moultonborough has made water quality protection a high priority, investing considerable resources over the past four years. Development of a watershed restoration plan will assist the community in focusing and prioritizing their efforts by identifying the sources of pollutants within the MBI subwatershed that have led to the impairments.

Through this project, the Lake Winnepesaukee Association (LWA) is developing and implementing a restoration plan that addresses EPA's nine criteria for watershed-based plans. Results expected from this phase of the project include establishing a target in-lake threshold for phosphorus concentration,



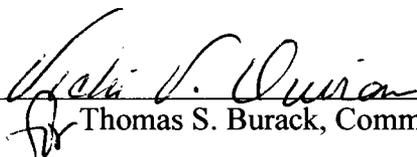
Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council

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identification and prioritization of site specific best management practices (BMPs) to reduce pollutant loading, improved septic system maintenance through education and outreach to property owners, education on gravel road BMPs, and sediment removal and nutrient reductions achieved through the implementation of stormwater improvements at States Landing, as well as small stormwater improvement projects on homeowner sites.

In the event that Federal Funds become no longer available, General Funds will not be requested to support this program. This amendment has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.

  
\_\_\_\_\_  
Thomas S. Burack, Commissioner

**Agreement for Services with the Lake Winnepesaukee Association**  
Amendment No. 1

This Agreement (hereinafter called the "Amendment") dated this 30<sup>th</sup> day of January, 2015, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the "State") and the Lake Winnepesaukee Association, acting by and through its President, Diane Hanley (hereinafter referred to as the "Grantee").

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

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

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

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
  - (A) The Grantee Name as set forth in Subparagraph 1.3 of the agreement shall be changed from Lake Winnepesaukee Watershed Association to Lake Winnepesaukee Association.
  - (B) Exhibit 'C' Special Provisions shall be amended to include the following provision:  
Subparagraph 17.1.2 of the General Provisions shall be changed to read: "*comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate; and*"
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.

Lake Winnepesaukee Association

By *Diane Hanley*  
Diane Hanley, President

STATE OF NEW HAMPSHIRE  
COUNTY OF Belknap

On this the 30th day of January, 2015, before the undersigned officer, personally appeared Diane Hanley who acknowledged 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.

*Deborah*  
Notary Public  


My Commission Expires: 1-25-17

THE STATE OF NEW HAMPSHIRE  
Department of Environmental Services

By *Thomas S. Burack*  
for Thomas S. Burack, Commissioner

Approved by Attorney General this 20<sup>th</sup> day of March, 2015

OFFICE OF ATTORNEY GENERAL

By *[Signature]*

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LAKE WINNIPESAUKEE ASSOCIATION is a New Hampshire nonprofit corporation formed November 18, 1976. 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 4<sup>th</sup> day of February A.D. 2015

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

William M. Gardner  
Secretary of State

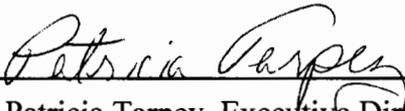
CERTIFICATE of AUTHORITY

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

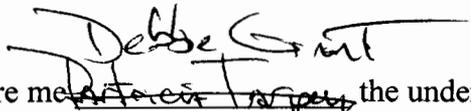
- (1) I am the duly appointed Executive Director;
- (2) at the meeting held on March 24, 2014, the Lake Winnepesaukee Association voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Lake Winnepesaukee Association further authorized the President to execute any documents which may be necessary for this contract;
- (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (5) the following person has been appointed to and now occupies the office indicated in (3) above:

Diane Hanley

IN WITNESS WHEREOF, I have hereunto set my hand as the Executive Director of the Lake Winnepesaukee Association, this 30th day of January, 2015.

  
 \_\_\_\_\_  
 Patricia Tarpey, Executive Director

STATE OF NEW HAMPSHIRE  
County of Belknap

On this the 30 day of JANUARY 2015, before me  the undersigned officer, personally appeared Patricia Tarpey who acknowledged him/herself to be the Executive Director of the Lake Winnepesaukee Association being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.

  
 \_\_\_\_\_  
 Name of Notary Public (signature above)

Commission Expiration Date:





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/29/2015

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

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

<b>PRODUCER</b> E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	<b>CONTACT NAME:</b> Fairley Kenneally <b>PHONE (A/C No. Ext):</b> (603) 293-2791 <b>E-MAIL ADDRESS:</b> fairley@esinsurance.com	<b>FAX (A/C No.):</b> (603) 293-7188
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Lake Winnepesaukee Association PO Box 1624 Meredith NH 03253	<b>INSURER A:</b> Markel	
	<b>INSURER B:</b> Liberty Mutual Agency	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		<b>NAIC #</b>

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> 2015	<b>REVISION NUMBER:</b>
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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 CERTIFICATION 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	8502SS422040	1/23/2015	1/23/2016	MED EXP (Any one person) \$ 5,000
	GENL AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A			E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		WC012502	1/23/2015	1/23/2016	E.L. DISEASE - EA EMPLOYEE \$ 100,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Certificate Holder is an additional insured (CGL) as required by signed contract with the named insured.

<b>CERTIFICATE HOLDER</b>  State of New Hampshire NH Dept of Environmental Services Attn: Jeffrey Marcoux 29 Hazen Drive; P O Box 95 Concord, NH 03302-0095	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  F Kenneally/FAIRLE <i>Fairley Kenneally</i>
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**Attachment A: Copy of the original Grant Agreement**



The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**

**Thomas S. Burack, Commissioner**

April 1, 2014

*Jeffrey Marcoux*



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

APPROVED G & C  
DATE 5/8/14  
ITEM # 72

REQUESTED ACTION

Authorize the Department of Environmental Services to enter into an agreement with the Lake Winnepesaukee Watershed Association, Meredith, NH, (VC #155053) in the amount of \$55,630 to complete the *Moultonborough Bay Inlet Watershed Restoration Plan Development and Implementation Phase 1 project*, effective upon Governor and Council approval through December 31, 2016. 100% Federal Funds.

Funding is available in the accounts as follows:

	<u>FY 2014</u>
03-44-44-442010-7602-072-500575 Dept. Environmental Services, Surface Water Quality PPG, Grants-Federal	\$45,630
03-44-44-442010-2035-072-500575 Dept. Environmental Services, NPS Restoration Program, Grants-Federal	\$10,000

EXPLANATION

The Department of Environmental Services (DES) issued a Request For Proposals (RFP) for the 2014 Watershed Assistance Grants program. 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 eleven highest ranked projects were selected to receive funding. Please see Attachment B for a list of project rankings and review team members.

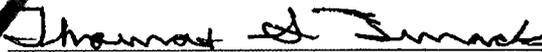
The Watershed Assistance Grants focus on the reduction of nonpoint source (NPS) pollution. NPS pollution occurs when rainfall, snowmelt, or irrigation water runs over land or through the ground, transporting materials which are then deposited into rivers, lakes, and coastal waters, or introduced into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

Moultonborough Bay Inlet (MBI) comprises the northernmost area of Lake Winnepesaukee. The MBI sub-watershed extends from Moultonborough through Sandwich, covering an area of 31,556 acres. The MBI has historically exhibited the highest levels of in-lake total phosphorus (TP) of the eight Lake Winnepesaukee sub-watersheds. In addition to Lake Winnepesaukee's current impairment for cyanobacteria hepatotoxic microcystins, several waterbodies within the MBI subwatershed are listed on New Hampshire's 305(b)/303(d) list of impaired waters for failure to fully support aquatic life use due to elevated concentrations of chlorophyll-*a*, insufficient dissolved oxygen, excessive phosphorus, and non-native aquatic plants (milfoil). The community of Moultonborough has made water quality protection a high priority, investing considerable resources over the past four years. Development of a watershed restoration plan will assist the community in focusing and prioritizing their efforts by identifying the sources of pollutants that have led to the impairments.

Through this project, the Lake Winnepesaukee Watershed Association (LWVA) will begin developing and implementing a restoration plan that addresses EPA's nine criteria for watershed-based plans. Results expected from this phase of the project include establishing a target in-lake threshold for phosphorus concentration, identification and prioritization of site specific best management practices (BMPs) to reduce pollutant loading, improved septic system maintenance through education and outreach to property owners, education on gravel road BMPs, and sediment removal and nutrient reductions achieved through the implementation of stormwater improvements at States Landing, as well as small stormwater improvement projects on homeowner sites.

The total project costs are budgeted at \$92,735. DES will provide \$55,630 (60%) of the project costs through a federal grant and LWVA 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: Moultonborough Bay Inlet Watershed Plan Development and Implementation: Phase 1

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

### GENERAL PROVISIONS

#### 1. IDENTIFICATIONS AND DEFINITIONS

<b>1.1 State Agency Name</b> Department of Environmental Services		<b>1.2 State Agency Address</b> 29 Hazen Drive Concord, NH 03301	
<b>1.3 Grantee Name</b> Lake Winnepesaukee Watershed Association		<b>1.4 Grantee Address</b> PO Box 1624 Meredith, NH 03253	
<b>1.5 Effective Date</b> Upon G&C approval	<b>1.6 Completion Date</b> December 31, 2016	<b>1.7 Audit Date</b> N/A	<b>1.8 Grant Limitation</b> \$55,630
<b>1.9 Grant Officer for State Agency</b> Eric Williams, Watershed Assistance Section Supervisor		<b>1.10 State Agency Telephone Number</b> 603-271-2358	
<b>1.11 Grantee Signature</b> <i>Diane Hanley</i>		<b>1.12 Name &amp; Title of Grantee Signor</b> DIANE HANLEY PRESIDENT	
<b>1.13 Acknowledgment:</b> State of New Hampshire, County of <u>Belknap</u> On <u>3/27/2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> (Seal) <i>Becky S. Reposa</i>		BECKY S. REPOSA, Notary Public My Commission Expires July 14, 2015	
<b>1.13.2 Name &amp; Title of Notary Public or Justice of the Peace</b> Becky S. Reposa, Notary Public			
<b>1.14 State Agency Signature(s)</b> <i>Thomas S. Burack</i>		<b>1.15 Name/Title of State Agency Signor(s)</b> Thomas S. Burack, Commissioner	
<b>1.16 Approval by Attorney General's Office (Form, Substance and Execution)</b> By: <i>[Signature]</i> Attorney, On: <u>4/10/14</u>			
<b>1.17 Approval by the Governor and Council</b> 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 this 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 requisition 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, data, 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. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

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

11. **EVENT OF DEFAULT; REMEDIES.**  
 11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):  
 11.1.1 failure to perform the Project satisfactorily or on schedule; or  
 11.1.2 failure to submit any report required hereunder; or  
 11.1.3 failure to maintain, or permit access to, the records required hereunder; or  
 11.1.4 failure to perform any of the other covenants and conditions of this Agreement.  
 11.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:  
 11.2.1 give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and  
 11.2.2 give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement

Grantee Initials DJA  
 Date 3-27-14

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 future or other default on the part of the Grantee.

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

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

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

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

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

**Exhibit A  
Scope of Services**

The Lake Winnepesaukee Watershed Association (LWWA) shall perform the following tasks as described in the detailed proposal titled Moultonborough Bay Inlet Watershed Plan Development and Implementation: Phase 1 Project, submitted by the LWWA, dated December 13, 2013:

**Objective 1: Preliminary Planning.**

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

**Deliverable 1:** Provide DES with draft and final versions of Request For Quotations (RFQ), related documents and Subcontracts.

Task 1: Identify potential consulting firms - Develop and issue the RFQ in compliance with State and Federal rules, for the consultant's role in developing the watershed management plan. Provide solicitation and draft RFQ to DES for review and approval prior to publication.

Task 2: Evaluate consultant qualifications - Review consultant responses and conduct interviews.

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

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

Task 5: Execute contract agreement - Following DES approval, execute the contract agreement between the consulting firm and the LWWA.

Task 6: Kick-off WMP project - Hold kick-off meeting with stakeholders.

**Objective 2: Preparation of Site Specific Project Plan (SSPP)**

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

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

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

Task 8: Incorporate comments into final SSPP and submit to DES for approval and signatures.

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

Measures of success: Total assimilative capacity, reserve assimilative capacity, and remaining assimilative capacity for phosphorus are calculated.

**Deliverable 3:** Calculation of the current water quality criteria for phosphorus and Chlorophyll - a , and confirmation that Moultonborough Bay Inlet does not meet designated uses.

Task 9: Gather existing water quality data and determine if acceptable for use in analysis of assimilative capacity - Obtain the water quality data for Moultonborough Bay Inlet for past 20 yrs from DES Environmental Monitoring Database (EMD).

Task 10: Determine the historical and current median Total Phosphorus (TP) and Chlorophyll-a levels for the deep water sites - Analyze data to determine current median TP and mean Chlorophyll-a concentrations.

Task 11: Confirm whether any assimilative capacity exists for TP in Moultonborough Bay Inlet - Analyze data to verify that no assimilative capacity exists relative to current nutrient criteria for lakes in NH.

Task 12: Confirm the degree of negative assimilative capacity within Moultonborough Bay Inlet and calculate the amount of in-lake TP reduction needed to meet DES nutrient criteria for NH lakes.

**Objective 4:** Establish the water quality goal for phosphorus in Moultonborough Bay Inlet

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

**Deliverable 4:** Documentation of the process required for formally arriving at the water quality goal for phosphorus in Moultonborough Bay Inlet.

Task 13: Establish a water quality advisory committee to review existing data and set a water quality goal - Invite and convene representatives from DES, volunteer water quality monitors for Moultonborough Bay Inlet, and Town officials to review the water quality data.

Task 14: Establish process for determining water quality goal.

Task 15: Implement and document the process - Hold a facilitated meeting with the Water Quality Advisory Committee (WQAC), Steering Committee, and DES to agree on the water quality goal.

**Objective 5:** Identify current and future pollution sources within the Moultonborough Bay Inlet watershed.

Measures of success: Individual sources are identified with sufficient resolution to begin development of the restoration plan and to prioritize restoration actions.

**Deliverable 5:** Provide DES with outputs from the Spreadsheet Tool for Estimating Pollutant Loads (STEPL) or other method, in-lake response model outputs, and all scenario-driven watershed pollutant loading and response results..

Task 16: Determine annual pollution source loads for each sub-watershed using (STEPL) or other approved method. Submit current annual pollution source load estimates to DES.

Task 17: Ground truth land use - Coordinate volunteers and conduct ground-truthing of land use in watershed.

Task 18: Determine internal loading - Samples will be collected to determine internal loading. Sediment cores may also be collected. All monitoring will be completed under an approved SSPP.

Task 19: Estimate and submit to DES in-lake phosphorus and Chlorophyll-a concentrations - Using in-lake response models, including Vollenweider (or appropriate in-lake conversion model), in combination with empirical data, estimate in-lake phosphorus concentration and associated Chlorophyll-a concentration. Submit to DES for review and approval.

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

**Objective 6:** Determine site specific stormwater treatment actions needed to maintain the water quality goal and future watershed conditions.

Measures of success: BMP matrix developed with priority sites listed in order of nutrient removal, cost, and feasibility associated with implementation of recommended BMPs throughout the watershed..

**Deliverable 6:** Provide DES with an estimate of the total load reduction needed to maintain the water quality goal for future watershed conditions.

Task 21: Calculate needed phosphorus reductions - Determine phosphorus reductions needed to achieve the in-lake phosphorus water quality goal for current and future watershed conditions.

Task 22: Determine site specific BMP locations. Include photos and mark-up describing recommended BMP(s). - Coordinate with the consultant to conduct watershed assessments for selected sub-watersheds to determine sites requiring mitigation; i.e. infiltration sites, culvert upgrades, streambank erosion sites. Photos, mark-ups, bmp descriptions, design, parcel ownership details, and construction cost estimates to be provided.

Task 23: Estimate pollutant load reductions expected for each site specific BMP or management measure.

Task 24: Communicate results of tasks 22/23 at one public meeting and provide summary documentation for Winnepesaukee Gateway website - Publicize and hold stakeholder meeting to communicate results of objectives #4, #5, and #6 and provide a preliminary overview of the priority areas in the watershed where action is needed. Outreach materials will be reviewed and approved by DES.

**Objective 7:** Estimate pollution reduction and determine actions needed to maintain the water quality goal and future watershed conditions.

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

**Deliverable 7:** A description of the NPS management measures that will be used to achieve the load reduction estimated under EPA element "b" (as well as to achieve other watershed goals identified in this watershed-based plan), and an identification (using a map or a description) of the critical areas in which those measures will be needed to restore designated uses to Moultonborough Bay Inlet over time.

Task 25: Assess WMP implementation needs - Estimate the amounts of technical and financial assistance needed, associated costs, and/or the sources and authorities that will be relied upon to implement the management measures in the watershed management plan.

Task 26: Develop schedule - Review current strategies in place within Moultonborough and Sandwich. Compile new strategies and review with steering committee members in order to identify feasible schedules and responsible entities for the eventual implementation of the prioritized strategies.

Task 27: Develop and describe interim, measurable milestones for determining whether NPS management measures or other control actions are being implemented.

Task 28: Develop monitoring and tracking for plan implementation. LWLA & Steering Committee will set up a tracking mechanism for plan recommendations so that successful implementation of the plan can be evaluated. The DES Volunteer Lake Assessment Program (V-LAP) data will be used as a key evaluation and performance tracking element.

Task 29: Assess phosphorus loading targets - Develop a set of criteria or statistical analysis that can be used to determine whether the desired phosphorus loading is being achieved over time and if substantial progress is being made towards attaining water quality standards, and, if not, the criteria for determining whether this watershed-based plan needs to be revised.

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

Measures of success: Participation by 100 residents in calculating their stormwater footprint using the "What's your P?" calculator on Winnepesaukee Gateway website. Seminars will also be held on gravel road BMPs, and septic system maintenance.

**Deliverable 8a:** Provide DES with draft and final outreach materials for participatory workshops.

Task 30: Assess stormwater education - Promote and track use of the online tool "What's Your P?" - by watershed residents to determine their stormwater footprint.

Task 31: Hold a gravel roads workshop - Gravel roads workshop will be put on for Road Associations, Road agents, DPW, etc.

Task 32: Hold a Septic sense seminar - Outreach and education to property owners in Suissevale and Balmoral housing subdivisions about proper septic system maintenance.

Task 33: Assess and evaluate nonpoint source pollution education - Work with NH LAKES to identify, recruit property owners and implement stormwater BMP projects.

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

Measures of success: Numbers of businesses and residents engaged and materials distributed, and increased membership/activity in the Winnepesaukee Environmental and Community Action Network (WE-CAN).

**Deliverable 8b:** Summary of outreach efforts

Task 34: Conduct WMP outreach in the Moultonborough Bay Inlet (MBI) sub-watershed - Invite speakers to the annual meetings for lake associations each year to update the membership on the progress of the watershed plan project and the importance of working to reduce pollutant loading to Moultonborough Bay Inlet.

Task 35: Build capacity in the WE-CAN network - Host the WE-CAN network blog, which will provide an opportunity for residents to share and comment on issues of concern, and offer opportunities for active participation.

**Objective 9:** Publish a Watershed Restoration Plan for the Moultonborough Bay Inlet subwatershed and incorporate the web-based version with the existing LWWMP website.

Measures of success: The MBI Subwatershed Restoration Plan is approved and posted to the website at <http://winnepesaukee.gateway.org/>.

**Deliverable 9:** Completion and upload of the MBI Subwatershed Restoration Plan to the LWWMP website. Public meeting held to publicize results of the plan

Task 36: Draft WMP - Submit draft watershed management plan components to DES and Steering Committee for initial review and comment. The draft watershed plan will be delivered through the Winnepesaukee Gateway Website. All materials used to support the WMP through the Gateway website and the content on the Gateway website will be provided to DES for review and comment.

Task 37: Provide draft WMP to Steering Committee, project managers and stakeholders for review and comment.

Task 38: Draft WMP review - Review and address draft WMP comments and prepare final WMP.

Task 39: Upload WMP to Winnepesaukee Gateway - Integrate final MBI subwatershed management plan into Winnepesaukee Gateway website. Provide electronic copies of models used to develop the plan along with an electronic copy of the watershed plan components uploaded to the Gateway website as related to Moultonborough Bay Inlet..

Task 40: Hold a public meeting to publicize final plan - Publicize and hold stakeholder meeting to communicate results of the plan.

**Objective 10: Best Management Practice (BMP) Design and Construction**

Measures of success: Designs are delivered that can be readily implemented at specific locations in the watershed with completed BMPs installed.

**Deliverable 10:** Final design plans, cost estimates and bid packages for up to 4 BMPs are submitted to DES along with Operations and Maintenance Plans and Pollutants Controlled Reports for each BMP installed..

Task 41: Define conceptual BMPs - Further define and provide preliminary design for up to 4 BMPs identified in objective 6. Load reduction, cost, feasibility and opportunity should all be considered when selecting BMPs for design. Submit preliminary designs to DES for review and approval.

Task 42: Final design/cost for BMPs selected in task 41 - Design final plans, cost estimates and bid packages for up to 4 BMPs (depending on complexity identified in the WMP). Submit final designs and cost estimates to DES for review and approval. Follow State and Federally compliant procurement process to advertise and select construction contractor; all procurement materials must be reviewed and approved by DES prior to publication and execution.

Task 43: Construction of 1-2 BMPs not related to Task #41 & 42 at States Landing by the Town of Moultonborough and at other priority sites by the NH Lakes Conservation Corps.

**Objective 11: Grant reports and documentation**

Measures of success: Delivery of acceptable grant reports, match documentation, invoices, etc. to DES.

**Deliverable 11:** Semi-annual and final reports.

Task 44: Submit electronic semi-annual reports documenting all work performed on the project at the end of each June and December of the project period. The semi-annual reports will include a Pollutants Controlled Report when structural BMPs have been implemented during the reporting period.

Task 45: Submit a comprehensive final report in both electronic and hard-copy to DES on or before the project completion date. The final report shall include load reduction estimates, photo-documentation of installed system components, and comply with the DES and EPA requirements found in the final report guidance document on the DES Watershed Assistance Section webpage

### **Additional Requirements of the Agreement**

#### **Quality Assurance**

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

#### **Outreach Materials**

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

#### **Operations and Maintenance**

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

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

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

All services shall be performed to the satisfaction of DES before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of an associated invoice. Documentation of match costs (including the value of volunteer labor) shall be provided with each payment request. The final invoice shall include total match cost documentation of at least \$37,105. Payment shall be made in accordance with the following schedule based upon completion of specific tasks described in Exhibit A (next page):

**FILE COPY**

Upon completion and DES approval of Task 1	\$1,000
Upon completion and DES approval of Task 2	\$700
Upon completion and DES approval of Task 3	\$500
Upon completion and DES approval of Task 4	\$100
Upon completion and DES approval of Task 5	\$100
Upon completion and DES approval of Task 6	\$1,750
Upon completion and DES approval of Task 7	\$980
Upon completion and DES approval of Task 8	\$410
Upon completion and DES approval of Tasks 9 and 10	\$300
Upon completion and DES approval of Task 11	\$200
Upon completion and DES approval of Task 12	\$460
Upon completion and DES approval of Task 13	\$150
Upon completion and DES approval of Task 14	\$940
Upon completion and DES approval of Task 15	\$1,300
Upon completion and DES approval of Task 16	\$4,400
Upon completion and DES approval of Task 17	\$500
Upon completion and DES approval of Tasks 18 and 19	\$2,950
Upon completion and DES approval of Task 20	\$6,240
Upon completion and DES approval of Task 21	\$760
Upon completion and DES approval of Task 22	\$7,750
Upon completion and DES approval of Task 23	\$2,400
Upon completion and DES approval of Task 24	\$1,710
Upon completion and DES approval of Task 25	\$1,500
Upon completion and DES approval of Task 26	\$900
Upon completion and DES approval of Task 27	\$800
Upon completion and DES approval of Task 28	\$800
Upon completion and DES approval of Task 29	\$600
Upon completion and DES approval of Task 31	\$250
Upon completion and DES approval of Task 32	\$250
Upon completion and DES approval of Tasks 30, 33, 34, and 35	\$100
Upon completion and DES approval of Task 36	\$3,500
Upon completion and DES approval of Tasks 37 and 38	\$150
Upon completion and DES approval of Task 39	\$5,000
Upon completion and DES approval of Task 40	\$100
Upon completion and DES approval of Task 41	\$3,000
Upon completion and DES approval of Task 42	\$500
Upon completion and DES approval of Task 43	\$500
Upon completion and DES approval of Tasks 44 and 45	\$2,080
<b>Total</b>	<b>\$55,630</b>

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

**Exhibit C  
Special Provisions**

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

Federal Funds paid under this agreement are from Grant Agreements to the State from the US Environmental Protection Agency, Performance Partnership Grant under CFDA # 66-605, and NPS Implementation Grant under CFDA #66-460. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing DES with their Data Universal Numbering System (DUNS) number.

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

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

II) **Financial management.** The Grantee shall comply with 40 CFR 30.21 and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.

III) **Allowable costs.** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 40 CFR 30.27; and OMB Circular A-122.

IV) **Matching funds.** All matching funds contributed by the Grantee shall conform to the same laws, regulations, and grant conditions as the federal funds in the Agreement and referenced in 40 CFR 30.23 and OMB Circular A-122.

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

VI) **Debarment and Suspension.** The grantee shall comply with 40 CFR 30.13. By signing and submitting the Agreement, the Grantee certifies that they have not been debarred or suspended by a government agency. The Grantee will not make any award or permit any award (subgrant or subcontract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

VII) **Procurement.** When purchasing goods or services with grant or match funds, the Grantee shall comply with procurement regulations as detailed in 40 CFR 30.40 through 30.47 which include procurement standards, competition, methods of procurement, contract cost and price, agency review, bonding requirements, and contract provisions.

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

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

i. Ensure that every subcontract includes provisions for compliance with Federal and State standards

applicable to the contract;

- ii. Ensure that every subcontract includes any clauses required by Federal statute and executive orders and their implementing regulations; and
- iii. Ensure that subcontractors are aware of requirements imposed upon them by State and Federal statutes and regulations.

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

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

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

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

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

XII) **Federal Funding Accountability and Transparency Act (FFATA).** The Grantee shall comply with the terms of the FFATA by providing DES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data as required under the FFATA. The Grantee's DUNS number is 067515291.

CERTIFICATE of AUTHORITY

I, Richard DeMark, Secretary of the Lake Winnepesaukee Watershed Association, do hereby certify that:

- (1) I am the duly elected Secretary;
- (2) at the meeting held on March 24, 2014, the Lake Winnepesaukee Watershed Association voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Lake Winnepesaukee Watershed Association further authorized the President to execute any documents which may be necessary for this contract;
- (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (5) the following person has been appointed to and now occupies the office indicated in (3) above:

Diane Hanley

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Lake Winnepesaukee Watershed Association, this 27 day of March, 2014.

*Richard DeMark*

Richard DeMark, Secretary

STATE OF NEW HAMPSHIRE

County of Belknap

On this the 27 day of March, 2014 before me Becky S Reposa the undersigned officer, personally appeared Richard DeMark who acknowledged him/herself to be the Secretary of the Lake Winnepesaukee Watershed Association being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.

*Becky S Reposa*

Name:

Becky S Reposa

Notary Public

Commission Expiration Date:

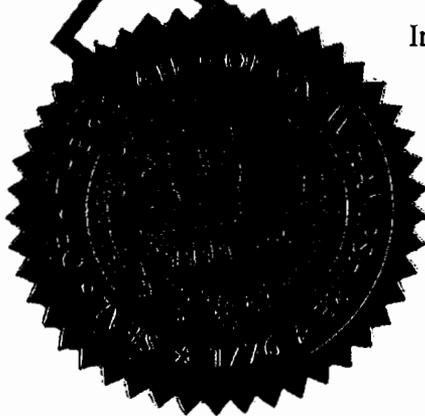


BECKY S. REPOSA, Notary Public  
My Commission Expires July 14, 2016

State of New Hampshire  
Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 19<sup>th</sup> day of March, A.D. 2014

*William M. Gardner*

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

LAKEW-4

OP ID: LH

DATE (MM/DD/YYYY)

03/26/2014

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

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

PRODUCER <b>Melcher &amp; Prescott-Meredith</b> PO Box 724 Meredith, NH 03253	Phone: 603-279-4594 Fax: 603-279-8144	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE <b>INSURER A : NGM Insurance Company</b>		NAIC # <b>14788</b>
INSURED <b>Lake Winnepesaukee Watershed Association</b> PO Box 1624 Meredith, NH 03253-1624	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	CPK1841N	01/23/2014	01/23/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000	X	CUT9839G	01/23/2014	01/23/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	CPK1841N	01/23/2014	01/23/2015	WC STATU-TORY LIMITS 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)

**CERTIFICATE HOLDER****CANCELLATION**

STATE27

State of New Hampshire  
 NH Dept of Environmental Serv  
 Jeff Marcous  
 29 Hazen Drive, P.O. Box 95  
 Concord, NH 03302-0095

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

AUTHORIZED REPRESENTATIVE

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**NOTEPAD:**

HOLDER CODE STATE27  
INSURED'S NAME Lake Winnepesaukee Watershed

LAKEW-4  
OP ID: LH

PAGE 2  
DATE 03/26/14

States Covered: NH - No officers or members excluded.  
State of NH is considered an additional insured on the general liability  
policy with form CG2026 07/04, Additional Insured - Designated Person or  
Organization. Reference Project: Moultonboro Bay Inlet Watershed Plan  
Development & Implementation, Phase I

**FILE COPY**

**Attachment A  
Budget Estimate**

<b>Budget Item</b>	<b>s319 Grant Funding</b>
Salaries & Wages	\$6,150.00
Travel and Training	\$0.00
Contractual	180.00
Equipment	\$0.00
Construction	\$0.00
<b>Total Grant Amount</b>	<b>\$55,630.00</b>

**FILE COPY**

## Attachment B: 2014 Watershed Assistance and Restoration Grant Ranking

Organization	Project Name	Reviewer A	Reviewer B	Reviewer C	Reviewer D	Reviewer E	Reviewer F	Proposal Score	Rank
DES Dam Bureau	Sawyers Mill Dam Pond - Bellamy River, Upper and Lower Sawyers Mill Dams Removal Project Phase II: Final Design and Permitting	90	92	86	90	88	85	531	1
Wolfeboro, Town of	Wentworth and Crescent Lake WMP Implementation Phase 2 Multiple Stormwater BMPs	97	91	82	88	75	85	518	2
Alestead, Town of	Warren Brook Restoration Master Plan Implementation Phase 2 Storm Damage Mitigation	90	88	74	87	74	95	508	3
Lake Winnepesaukee Watershed Association	Moultonborough Bay Inlet Watershed Restoration Plan Development and Implementation: Phase 1	95	86	80	86	70	80	497	4
University of New Hampshire	Great Bay Watershed Nitrogen Non-Point Source Study Implementation: Phase 1 - Urban BMPs to Reduce Nitrogen	91	83	81	89	73	72	489	5
New Hampshire Rivers Council	McQuesten Brook Geographic Assessment and Watershed Restoration Plan - Phase 1 Implementation: Culvert Replacements	80	89	80	89	84	64	486	6
Laconia, City of	Jewett Brook Watershed Management Plan Phase 1 - Restoration of Floodplain Access	80	82	79	70	71	78	460	7
Belknap County Conservation District	Gunstock Brook - Implementation of the MPSB Watershed Management Plan Phase 1 Geomorphology Based Remediation at Route 11B Mass Failure Wasting Site	76	66	76	80	64	95	457	8
Rockingham County Conservation District	Great Bay Watershed Management Implementation Phase 1: New Septic Technologies for Nitrogen Management	91	55	67	84	74	66	437	9
Great Bay Stewards	Soak Up the Rain Great Bay Phase 1 Residential BMPs	70	77	65	86	58	36	392	10
Silver Lake Land Trust	Silver Lake Plan Development and Implementation Phase 1: Plan and Landowner BMP Education and Cost Share Program	72	59	72	67	67	53	390	11
Strafford County Conservation District	Great Bay Watershed Management Implementation Phase 1: Soil Health for Nutrient Management	76	43	55	68	68	65	375	not selected
Trout Unlimited	Labin Ainsworth Pond Partial Dam Removal and Stony Brook/Mountain Brook Restoration Project in Jaffrey, New Hampshire Phase 1 Design Engineering and Permitting	72	44	40	81	49	25	341	not selected
Squam Lakes Association	Squam Lakes Watershed Management Plan: Phase 1 Development	57	23	67	59	57	75	338	not selected

### Review Team Members

Steve Landry	16 years experience, Merrimack Watershed Coordinator, aquatic biologist, project management, Merrimack watershed expertise
Jeff Marcoux	7 years experience, Watershed Assistance Specialist, grant and contract expertise
Barbara McMillan	12 years Watershed Assistance Outreach Coordinator, outreach and education expertise.
Sally Soule	13 years experience, Coastal Watershed Coordinator, project management, Coastal watershed expertise
Wendy Waskin	20+ years experience, Watershed Coordinator, budgeting, planning expertise
Eric Williams	23 years experience, Watershed Assistance Section Supervisor, environmental planner, general project management expertise, WAS section and 319 program supervisor.