



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

**Robert R. Scott, Commissioner**

APR 05 '22 PM 1:37 RCVD



March 28, 2021

His Excellency, Governor Christopher T. Sununu  
And the Honorable Council  
State House  
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into grant agreements with the following entities, for a total of \$102,751 to fund exotic aquatic plant control activities, effective upon Governor and Council approval, through December 31, 2022. 100% Fee Funds.

| Vendor Name                                  | Waterbody/Town/State                           | Vendor #           | Grant Amount     |
|----------------------------------------------|------------------------------------------------|--------------------|------------------|
| Town of Merrimack                            | Horseshoe & Naticook<br>Lakes / Merrimack / NH | 177436-B002        | \$8,450          |
| Big Island Pond Corporation                  | Big Island Pond /<br>Hampstead / NH            | 155495-B001        | \$46,488         |
| Town of Wolfeboro                            | Lake Winnepesaukee Area /<br>Wolfeboro / NH    | 177500-B002        | \$10,550         |
| City of Manchester                           | Pine Island Pond /<br>Manchester / NH          | 177433-B011        | \$2,250          |
| Noirhwood Lake Watershed<br>Association Inc. | Northwood Lake /<br>Northwood / NH             | 157448-B001        | \$35,013         |
|                                              |                                                | <b>Grand Total</b> | <b>\$102,751</b> |

Funds are available in the following account.

03-44-44-442010-1430-073-500580

Dept. Environmental Services, Lakes Restoration Program, Grants-Nonfederal

FY 2022

\$102,751

EXPLANATION

Exotic aquatic plants have been a problem in the above-listed waterbodies for several years. NHDES grant funds in the amounts outlined in the table above are earmarked for management activities to control these exotic aquatic plants in 2022. Some of these grant awards, while less than the \$10,000 threshold, require Governor and Council approval as the entities have already received funds in excess of the threshold for this fiscal year. The primary purpose of New Hampshire's Exotic Aquatic Plant Program is to "prevent the introduction and further dispersal of exotic aquatic weeds and to manage or eradicate exotic aquatic weed infestations in the surface waters of the state" (RSA 487:17, II).

[www.des.nh.gov](http://www.des.nh.gov)

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095  
(603) 271-3503 • Fax: 271-2867 TDD Access: Relay NH 1-800-735-2964

His Excellency, Governor Christopher T. Sununu  
and The Honorable Council

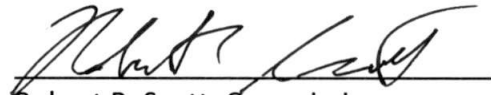
Page 2 of 2

The program, initiated in 1981, has five focus areas: 1) Prevention of new infestations; 2) Monitoring for early detection of new infestations to facilitate rapid control activities; 3) Control of new and established infestations; 4) Research towards new control methods with the goal of reducing or eliminating infested areas; and 5) Regional cooperation.

DES received 47 requests for funding to control exotic aquatic plant growth in 2022. Each project was selected to receive a grant. The budget estimate for each entity is included as Attachment A in the agreements. Please refer to Attachment B of each agreement for a listing of projects that are identified to receive funding, as well as information on the grant request reviewer.

These agreements was approved by the Office of the Attorney General as to form, execution, and content.

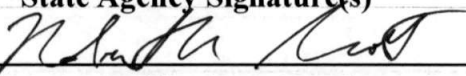
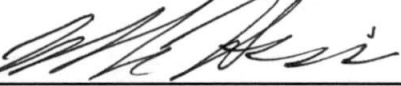
We respectfully request your approval.

  
Robert R. Scott, Commissioner

## GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby  
Mutually agree as follows:  
GENERAL PROVISIONS

## 1. Identification and Definitions.

|                                                                                                                                                                                                                  |                                              |                                                                                          |                                         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|------------------------------------------------------------------------------------------|-----------------------------------------|
| <b>1.1. State Agency Name</b><br>NH Department of Environmental Services                                                                                                                                         |                                              | <b>1.2. State Agency Address</b><br>29 Hazen Drive, Concord, NH 03302-0095               |                                         |
| <b>1.3. Grantee Name</b><br>Town of Merrimack                                                                                                                                                                    |                                              | <b>1.4. Grantee Address</b><br>PO Box 940, Merrimack, NH 03054                           |                                         |
| <b>1.5 Grantee Phone #</b><br>603-424-3651                                                                                                                                                                       | <b>1.6 Account Number</b><br>442010-1430-073 | <b>1.7. Completion Date</b><br>December 31, 2022                                         | <b>1.8. Grant Limitation</b><br>\$8,450 |
| <b>1.9. Grant Officer for State Agency</b><br>Amy P. Smagula                                                                                                                                                     |                                              | <b>1.10. State Agency Telephone Number</b><br>603-271-2248                               |                                         |
| If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b." |                                              |                                                                                          |                                         |
| <b>1.11. Grantee Signature 1</b><br>                                                                                            |                                              | <b>1.12. Name &amp; Title of Grantee Signor 1</b><br>Paul Micali, Town Manager           |                                         |
| <b>Grantee Signature 2</b>                                                                                                                                                                                       |                                              | <b>Name &amp; Title of Grantee Signor 2</b>                                              |                                         |
| <b>Grantee Signature 3</b>                                                                                                                                                                                       |                                              | <b>Name &amp; Title of Grantee Signor 3</b>                                              |                                         |
| <b>1.13 State Agency Signature(s)</b><br>                                                                                     |                                              | <b>1.14. Name &amp; Title of State Agency Signor(s)</b><br>Robert R. Scott, Commissioner |                                         |
| <b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>                                                                                                       |                                              |                                                                                          |                                         |
| By:  Assistant Attorney General, On: 3/31/2022                                                                                |                                              |                                                                                          |                                         |
| <b>1.16. Approval by Governor and Council (if applicable)</b>                                                                                                                                                    |                                              |                                                                                          |                                         |
| By: _____ On: ____ / ____ / ____                                                                                                                                                                                 |                                              |                                                                                          |                                         |

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"), 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 hereinafter 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 of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (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 C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, 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 payment 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 and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, 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, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, 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 of 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 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 the 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 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, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. 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.
- 12.2. 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 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.
- 12.3. 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.
- 12.4. CONFLICT OF INTEREST. No officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials

Date 1/31/22



- 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 interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B 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 or 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.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
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 of 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, if required or by the signing State Agency.
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.
24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Grantee Initials   
Date 1/31/22

## CERTIFICATE OF AUTHORITY

I, **Diane Trippett**, **Town Clerk** of the **Town of Merrimack**, do  
(Printed Name of Certifying Officer) (Office) (Grantee)

hereby certify that:

(1) I am the duly elected **Town Clerk**;  
(Office)

(2) at the meeting held on **January 27, 2022**, the **Town Council** voted to accept  
(Date) (Organization)  
DES funds and to enter into a contract with the Department of Environmental Services;

(3) the **Town Council** further authorized the **Town Manager/Designee** to execute any  
(Organization) (Office of Person Authorized to Sign Grant Agreement)  
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:

**Paul Micali, Town Manager**  
(Printed name of person who signed Grant Agreement)

IN WITNESS WHEREOF, I have hereunto set my hand as the **Town Clerk** of  
(Office of Certifying Officer)  
the **Town of Merrimack**, this **31<sup>st</sup>** day of **January**, **2022**.  
(Organization)

*Diane Trippett, Town Clerk*  
(Signature of Certifying Officer)

**EXHIBIT A  
SPECIAL PROVISIONS  
HORSESHOE AND NATICOOK**

Paragraph 17 is waived with respect to the Grantee. However, the Grantee shall ensure that the contractor or subcontractor hired by the Grantee to perform the work shall meet the insurance requirements of Paragraph 17.

The town or subsidiary of the town will not be performing any of the work, only state approved contractors working under approved state permits and/or exemptions can conduct the work for this project.

Initials: for

Date: 1/31/22

**EXHIBIT B**  
**SCOPE OF SERVICES**  
**HORSESHOE AND NATICOOK**

1. The Town of Merrimack is the grantee for this project. The New Hampshire Department of Environmental Services (NHDES) is referred to as the "state." Amy P. Smagula of the Watershed Management Bureau is the grant officer for the state.
2. Variable milfoil, an invasive aquatic plant, has become a nuisance problem in various portions of Horseshoe Pond and Naticook Lake, and the grantee is seeking grant funds to assist in control efforts in 2022.
3. The grantee shall ensure that the contractors adhere to the following project-specific tasks:

For the diver work in 2022, the grantee will ensure that the diver(s) perform(s) the following tasks:

- Task 1 Notify the NHDES Exotic Species Program of the scope and timing of the project, and how the materials removed from the pond will be disposed of, and the names of the divers performing the work, at least two weeks before the work is scheduled to begin. Divers performing this work must be certified Weed Control Divers in New Hampshire.
- Task 2 Notify NHDES within 5 business days of when the work is completed by submitting daily dive reports for work that was performed, per the reporting examples provided in the Weed Control Diver course.

4. NHDES will provide monetary support to you as outlined in Exhibit C.

Should the cost of projects be lower than the bids for those projects, remaining grant funds may be used to match costs associated with other NHDES approved exotic aquatic plant control projects in the above referenced waterbody.

Initials:   *AS*  

Date:   1/31/22

**EXHIBIT C  
PAYMENT TERMS  
HORSESHOE AND NATICOOK**

Payments shall be made by NHDES to the grantee upon approval of stated outputs and verification of the value of completed work through submittal of invoices for services rendered. NHDES will pay the grantee up to \$8,450, within 30 days of receiving the invoice(s) for the activities outlined in Exhibit B.

The billing address for invoices and all other correspondence shall be as follows:

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

Invoices may also be emailed to [Amy.P.Smagula@des.nh.gov](mailto:Amy.P.Smagula@des.nh.gov).

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

Initials:   
Date: 1/31/27



**Attachment A  
Budget Estimate  
Horseshoe and Naticook**

**DIVER/DIVER-ASSISTED SUCTION HARVESTING**

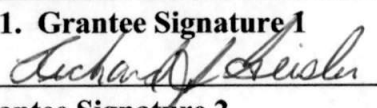
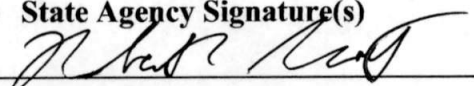
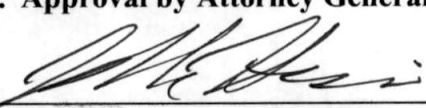
| <b>Item/Service</b>                                                                                        | <b>Cost</b>      |
|------------------------------------------------------------------------------------------------------------|------------------|
| 12 Days Exotic Aquatic Plant Removal Services and Disposal of Harvested Materials between both waterbodies | \$16,900         |
| <b>Total</b>                                                                                               | <b>\$16,900*</b> |

\*NHDES will pay 50% of the total project cost, up to \$8,450.

## GRANT AGREEMENT

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Mutually agree as follows:  
GENERAL PROVISIONS

## 1. Identification and Definitions.

|                                                                                                                                                                                                                  |                                              |                                                                                                 |                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|-------------------------------------------------------------------------------------------------|------------------------------------------|
| <b>1.1. State Agency Name</b><br>NH Department of Environmental Services                                                                                                                                         |                                              | <b>1.2. State Agency Address</b><br>29 Hazen Drive, Concord, NH 03302-0095                      |                                          |
| <b>1.3. Grantee Name</b><br>Northwood Lake Watershed Association, Inc.                                                                                                                                           |                                              | <b>1.4. Grantee Address</b><br>PO Box 152, Northwood, NH 03261                                  |                                          |
| <b>1.5 Grantee Phone #</b><br>603-858-1314                                                                                                                                                                       | <b>1.6 Account Number</b><br>442010-1430-073 | <b>1.7. Completion Date</b><br>December 31, 2022                                                | <b>1.8. Grant Limitation</b><br>\$35,013 |
| <b>1.9. Grant Officer for State Agency</b><br>Amy P. Smagula                                                                                                                                                     |                                              | <b>1.10. State Agency Telephone Number</b><br>603-271-2248                                      |                                          |
| If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b." |                                              |                                                                                                 |                                          |
| <b>1.11. Grantee Signature 1</b><br>                                                                                            |                                              | <b>1.12. Name &amp; Title of Grantee Signor 1</b><br>RICHARD J. GEISLER, NLWA INVASIVE DIRECTOR |                                          |
| <b>Grantee Signature 2</b>                                                                                                                                                                                       |                                              | <b>Name &amp; Title of Grantee Signor 2</b>                                                     |                                          |
| <b>Grantee Signature 3</b>                                                                                                                                                                                       |                                              | <b>Name &amp; Title of Grantee Signor 3</b>                                                     |                                          |
| <b>1.13 State Agency Signature(s)</b><br>                                                                                     |                                              | <b>1.14. Name &amp; Title of State Agency Signor(s)</b><br>Robert R. Scott, Commissioner        |                                          |
| <b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>                                                                                                       |                                              |                                                                                                 |                                          |
| By:  Assistant Attorney General, On: 3/31/2022                                                                                |                                              |                                                                                                 |                                          |
| <b>1.16. Approval by Governor and Council (if applicable)</b>                                                                                                                                                    |                                              |                                                                                                 |                                          |
| By: _____ On:     /     /                                                                                                                                                                                        |                                              |                                                                                                 |                                          |

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"), 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 hereinafter referred to as "the Project").

  
3-7-2022

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 on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (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 C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, 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 payment 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 and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, 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, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, 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 of 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 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 the 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.
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- 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 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, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials

Date

*[Signature]*  
4-7-2022

- 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 interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B 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 or 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.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
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 of 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, if required or by the signing State Agency.
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.
24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Grantee Initials

Date

  
267-2022

**Certificate of Authority # 1**

(Corporation, Non-Profit Corporation)

**Corporate Resolution**

**I, Norman Royce**, hereby certify that I am the duly elected President of the Northwood Lake Watershed Association. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on FEB 2, 2022, at which a quorum of the Directors/shareholders were present and voting.

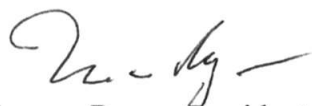
**VOTED:** That Rick Geisler <sup>NLWA INVASIVE DIRECTOR</sup> (may list more than one person) is  
(Name and Title) <sup>N</sup>

duly authorized to enter into contracts or agreements on behalf of

Northwood Lake Watershed Association with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

**I hereby certify** that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

**DATED:** 2/2/22

  
**ATTEST:** Norman Royce, President,  
Northwood Lake Watershed Association  
(Name & Title)

**EXHIBIT A  
SPECIAL PROVISIONS  
NORTHWOOD LAKE**

Paragraph 17 is waived with respect to the Grantee. However, the Grantee shall ensure that the contractor or subcontractor hired by the Grantee to perform the work shall meet the insurance requirements of Paragraph 17.

The town or subsidiary of the town will not be performing any of the work, only state approved contractors working under approved state permits and/or exemptions can conduct the work for this project.

Initials: AS  
Date: 2-7-2022



**EXHIBIT B**  
**SCOPE OF SERVICES**  
**NORTHWOOD LAKE**

1. The Northwood Lake Watershed Association, Inc. (NLWA) is the grantee for this project. The New Hampshire Department of Environmental Services (NHDES) is referred to as the "state." Amy P. Smagula of the Watershed Management Bureau is the grant officer for the state.
2. Variable milfoil, an invasive aquatic plant, has become a nuisance problem in various portions of Northwood Lake, and the grantee is seeking grant funds to assist in control efforts in 2022.
3. The grantee shall ensure that the contractors adhere to the following project-specific tasks:

For herbicide treatment in 2022, the grantee will ensure that SŌlitude Lake Management performs the following tasks:

- Task 1 Prepare and file Special Permit application with NH DPC (inclusive of the required abutter notifications, publication of newspaper notices and all costs associated with advertising and attending a public hearing, if required).
- Task 2 Perform chemical treatment of the subject waterbody per the bid specifications, inclusive of all labor, chemical, and equipment costs.
- Task 3 Conduct pre- and post-treatment surveys, perform post-treatment herbicide residue sample collection as required by permit, and submit the required written reporting to the State per the bid specifications.

For the diver work in 2022, the grantee will ensure that the diver(s) perform(s) the following tasks:

- Task 1 Notify the NHDES Exotic Species Program of the scope and timing of the project, and how the materials removed from the pond will be disposed of, and the names of the divers performing the work, at least two weeks before the work is scheduled to begin. Divers performing this work must be certified Weed Control Divers in New Hampshire.
- Task 2 Notify NHDES within 5 business days of when the work is completed by submitting daily dive reports for work that was performed, per the reporting examples provided in the Weed Control Diver course.

Initials:   
Date: 2-7-2022

4. NHDES will provide monetary support to you as outlined in Exhibit C.

Should the cost of projects be lower than the bids for those projects, remaining grant funds may be used to match costs associated with other NHDES approved exotic aquatic plant control projects in the above referenced waterbody.

Initials: 

Date: 2-7-2022

**EXHIBIT C  
PAYMENT TERMS  
NORTHWOOD LAKE**

Payments shall be made by NHDES to the grantee upon approval of stated outputs and verification of the value of completed work through submittal of invoices for services rendered. NHDES will pay the grantee up to \$35,013, within 30 days of receiving the invoice(s) for the activities outlined in Exhibit B.

The billing address for invoices and all other correspondence shall be as follows:

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

Invoices may also be emailed to [Amy.P.Smagula@des.nh.gov](mailto:Amy.P.Smagula@des.nh.gov).

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

Initials:   
Date: 02-7-2023

# 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 NORTHWOOD LAKE WATERSHED ASSOCIATION, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 09, 1993. 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: **196229**

Certificate Number: **0005639262**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 20th day of January A.D. 2022.

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

William M. Gardner  
Secretary of State

**Attachment A  
Budget Estimates  
Northwood Lake**

HERBICIDE

| Item/Service          | Cost             |
|-----------------------|------------------|
| Permitting            | \$2,160          |
| Herbicide Treatment   | \$33,765         |
| Residue Sampling      | \$2,600          |
| Post Treatment Survey | \$700            |
| State Reporting       | \$800            |
| <b>Total</b>          | <b>\$40,025*</b> |

\*NHDES will pay 50% of the total project cost, up to \$20,013.

DIVER/DASH

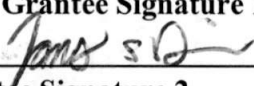
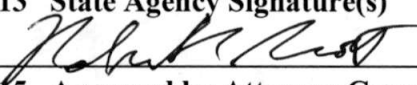
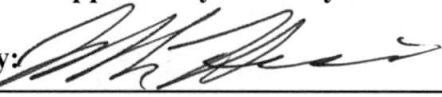
| Item/Service                                                                      | Cost             |
|-----------------------------------------------------------------------------------|------------------|
| 15 Days Exotic Aquatic Plant Removal Services and Disposal of Harvested Materials | \$30,000         |
| <b>Total</b>                                                                      | <b>\$30,000*</b> |

\*NHDES will pay 50% of the total project cost, up to \$15,000.

## GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby  
Mutually agree as follows:  
GENERAL PROVISIONS

## 1. Identification and Definitions.

|                                                                                                                                                                                                                  |                                              |                                                                                          |                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|------------------------------------------------------------------------------------------|------------------------------------------|
| <b>1.1. State Agency Name</b><br>NH Department of Environmental Services                                                                                                                                         |                                              | <b>1.2. State Agency Address</b><br>29 Hazen Drive, Concord, NH 03302-0095               |                                          |
| <b>1.3. Grantee Name</b><br>Town of Wolfeboro                                                                                                                                                                    |                                              | <b>1.4. Grantee Address</b><br>PO Box 629, Wolfeboro, NH 03894                           |                                          |
| <b>1.5 Grantee Phone #</b><br>(603) 569-5328                                                                                                                                                                     | <b>1.6 Account Number</b><br>442010-1430-073 | <b>1.7. Completion Date</b><br>December 31, 2022                                         | <b>1.8. Grant Limitation</b><br>\$10,550 |
| <b>1.9. Grant Officer for State Agency</b><br>Amy P. Smagula                                                                                                                                                     |                                              | <b>1.10. State Agency Telephone Number</b><br>603-271-2248                               |                                          |
| If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b." |                                              |                                                                                          |                                          |
| <b>1.11. Grantee Signature 1</b><br>                                                                                            |                                              | <b>1.12. Name &amp; Title of Grantee Signor 1</b><br>James S. Pinto Town Manager         |                                          |
| <b>Grantee Signature 2</b>                                                                                                                                                                                       |                                              | <b>Name &amp; Title of Grantee Signor 2</b>                                              |                                          |
| <b>Grantee Signature 3</b>                                                                                                                                                                                       |                                              | <b>Name &amp; Title of Grantee Signor 3</b>                                              |                                          |
| <b>1.13 State Agency Signature(s)</b><br>                                                                                     |                                              | <b>1.14. Name &amp; Title of State Agency Signor(s)</b><br>Robert R. Scott, Commissioner |                                          |
| <b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>                                                                                                       |                                              |                                                                                          |                                          |
| By:  Assistant Attorney General, On: 3/31/2022                                                                                |                                              |                                                                                          |                                          |
| <b>1.16. Approval by Governor and Council (if applicable)</b>                                                                                                                                                    |                                              |                                                                                          |                                          |
| By: _____ On:     /     /                                                                                                                                                                                        |                                              |                                                                                          |                                          |

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"), 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 hereinafter 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 on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
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- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
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- 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.
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7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, 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, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, 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 of 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 provisions
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- 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 the 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.
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- 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 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, paper, 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.
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- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. 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.
- 12.2. 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 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.
- 12.3. 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.
- 12.4. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initial

Date 2/3/2022

- 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 interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B 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 or 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.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
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 of 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, if required or by the signing State Agency.
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.
24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Grantee Initials  
Date

  
2/3/2022

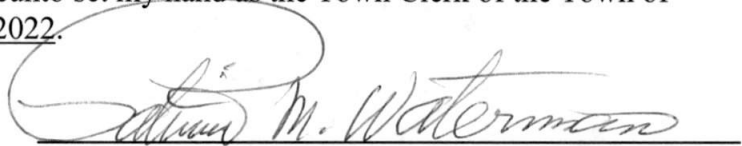
## CERTIFICATE

I, Patricia A. Waterman, Town Clerk of the Town of Wolfeboro, do hereby certify that:

- (1) I am the duly elected Town Clerk;
- (2) at the meeting held on February 2, 2022 the Wolfeboro Board of Selectmen voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Wolfeboro Board of Selectmen further authorized the Town Manager 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:

James S. Pineo

IN WITNESS WHEREOF, I have hereunto set my hand as the Town Clerk of the Town of Wolfeboro, this 2nd day of February, 2022.

A handwritten signature in cursive script, reading "Patricia A. Waterman", written over a horizontal line.

Patricia A. Waterman

**EXHIBIT A  
SPECIAL PROVISIONS  
WOLFEBORO**

Paragraph 17 is waived with respect to the Grantee. However, the Grantee shall ensure that the contractor or subcontractor hired by the Grantee to perform the work shall meet the insurance requirements of Paragraph 17.

The town or subsidiary of the town will not be performing any of the work, only state approved contractors working under approved state permits and/or exemptions can conduct the work for this project.

Initials:   
Date: 2/3/2022

**EXHIBIT B**  
**SCOPE OF SERVICES**  
**WOLFEBORO**

1. The Town of Wolfeboro is the grantee for this project. The New Hampshire Department of Environmental Services (NHDES) is referred to as the "state." Amy P. Smagula of the Watershed Management Bureau is the grant officer for the state.
2. Variable milfoil, an invasive aquatic plant, has become a nuisance problem in various portions of waterbodies in town, and the grantee is seeking grant funds to assist in control efforts in 2022.
3. The grantee shall ensure that the contractors adhere to the following project-specific tasks:

For the diver work in 2022, the grantee will ensure that the diver(s) perform(s) the following tasks:

- Task 1      Notify the NHDES Exotic Species Program of the scope and timing of the project, and how the materials removed from the pond will be disposed of, and the names of the divers performing the work, at least two weeks before the work is scheduled to begin. Divers performing this work must be certified Weed Control Divers in New Hampshire.
- Task 2      Notify NHDES within 5 business days of when the work is completed by submitting daily dive reports for work that was performed, per the reporting examples provided in the Weed Control Diver course.

4. NHDES will provide monetary support to you as outlined in Exhibit C.

Should the cost of projects be lower than the bids for those projects, remaining grant funds may be used to match costs associated with other NHDES approved exotic aquatic plant control projects in the above referenced waterbody.

Initials: 

Date: 7/3/2022

**EXHIBIT C  
PAYMENT TERMS  
WOLFEBORO**

Payments shall be made by NHDES to the grantee upon approval of stated outputs and verification of the value of completed work through submittal of invoices for services rendered. NHDES will pay the grantee up to \$10,550, within 30 days of receiving the invoice(s) for the activities outlined in Exhibit B.

The billing address for invoices and all other correspondence shall be as follows:

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

Invoices may also be emailed to [Amy.P.Smagula@des.nh.gov](mailto:Amy.P.Smagula@des.nh.gov).

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

Initials:   
Date: 2/2/2022

**Attachment A**  
**Budget Estimates**

**DIVER/DIVER-ASSISTED SUCTION HARVESTING**

| <b>Item/Service</b>                                                                                                                      | <b>Cost</b>      |
|------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 15 Days Exotic Aquatic Plant Removal Services and Disposal of Harvested Materials, via DASH or basic SCUBA diving, depending on density. | \$21,100         |
| <b>Total</b>                                                                                                                             | <b>\$21,100*</b> |

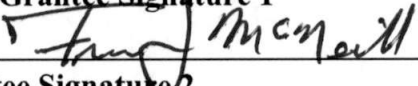
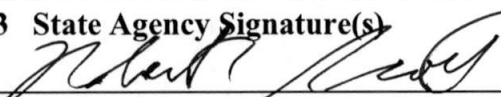
\*NHDES will pay 50% of the total project cost, up to \$10,550.



## GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby  
Mutually agree as follows:  
GENERAL PROVISIONS

## 1. Identification and Definitions.

|                                                                                                                                                                                                                  |                                              |                                                                                          |                                         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|------------------------------------------------------------------------------------------|-----------------------------------------|
| <b>1.1. State Agency Name</b><br>NH Department of Environmental Services                                                                                                                                         |                                              | <b>1.2. State Agency Address</b><br>29 Hazen Drive, Concord, NH 03302-0095               |                                         |
| <b>1.3. Grantee Name</b><br>City of Manchester                                                                                                                                                                   |                                              | <b>1.4. Grantee Address</b><br>300 Winston Street, Manchester, NH 03103                  |                                         |
| <b>1.5 Grantee Phone #</b><br>603-624-6527                                                                                                                                                                       | <b>1.6 Account Number</b><br>442010-1430-073 | <b>1.7. Completion Date</b><br>December 31, 2022                                         | <b>1.8. Grant Limitation</b><br>\$2,250 |
| <b>1.9. Grant Officer for State Agency</b><br>Amy P. Smagula                                                                                                                                                     |                                              | <b>1.10. State Agency Telephone Number</b><br>603-271-2248                               |                                         |
| If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b." |                                              |                                                                                          |                                         |
| <b>1.11. Grantee Signature 1</b><br>                                                                                            |                                              | <b>1.12. Name &amp; Title of Grantee Signor 1</b><br>Frederick J. McNall, Chief Engineer |                                         |
| <b>Grantee Signature 2</b>                                                                                                                                                                                       |                                              | <b>Name &amp; Title of Grantee Signor 2</b>                                              |                                         |
| <b>Grantee Signature 3</b>                                                                                                                                                                                       |                                              | <b>Name &amp; Title of Grantee Signor 3</b>                                              |                                         |
| <b>1.13 State Agency Signature(s)</b><br>                                                                                     |                                              | <b>1.14. Name &amp; Title of State Agency Signor(s)</b><br>Robert R. Scott, Commissioner |                                         |
| <b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>                                                                                                       |                                              |                                                                                          |                                         |
| By:                                                                                                                           |                                              | Assistant Attorney General, On: 3/31/2022                                                |                                         |
| <b>1.16. Approval by Governor and Council (if applicable)</b>                                                                                                                                                    |                                              |                                                                                          |                                         |
| By:                                                                                                                                                                                                              |                                              | On: / /                                                                                  |                                         |

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"), 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 hereinafter 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 on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (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 C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, 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 payment 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 and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, 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, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, 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 of 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 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 the 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 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, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. 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.
- 12.2. 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 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.
- 12.3. 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.
- 12.4. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or
- 13.

Grantee Initials JM  
Date 2/2/22

- 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 interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B 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 or 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.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
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 of 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, if required or by the signing State Agency.
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.
24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Grantee Initials FJM  
Date 2/2/27

**EXHIBIT A  
SPECIAL PROVISIONS  
PINE ISLAND POND**

Paragraph 17 is waived with respect to the Grantee. However, the Grantee shall ensure that the contractor or subcontractor hired by the Grantee to perform the work shall meet the insurance requirements of Paragraph 17.

The grantee or subsidiary of the grantee will not be performing any of the work, only state approved contractors working under approved state permits and/or exemptions can conduct the work for this project.

Initials: Am  
Date: 2/2/22

**EXHIBIT B**  
**SCOPE OF SERVICES**  
**PINE ISLAND POND**

1. The City of Manchester is the grantee for this project. The New Hampshire Department of Environmental Services (NHDES) is referred to as the "state." Amy P. Smagula of the Watershed Management Bureau is the grant officer for the state.
2. Variable milfoil, an invasive aquatic plant, has become a nuisance problem in various portions of Pine Island Pond, and the grantee is seeking grant funds to assist in control efforts in 2022.
3. The grantee shall ensure that the contractors adhere to the following project-specific tasks:

For the diver work in 2022, the grantee will ensure that the diver(s) perform(s) the following tasks:

- Task 1      Notify the NHDES Exotic Species Program of the scope and timing of the project, and how the materials removed from the pond will be disposed of, and the names of the divers performing the work, at least two weeks before the work is scheduled to begin. Divers performing this work must be certified Weed Control Divers in New Hampshire.
  - Task 2      Notify NHDES within 5 business days of when the work is completed by submitting daily dive reports for work that was performed, per the reporting examples provided in the Weed Control Diver course.
4. NHDES will provide monetary support to you as outlined in Exhibit C.
- Should the cost of projects be lower than the bids for those projects, remaining grant funds may be used to match costs associated with other NHDES approved exotic aquatic plant control projects in the above referenced waterbody.

Initials:   TJm  

Date:   2/2/22

**EXHIBIT C  
PAYMENT TERMS  
PINE ISLAND POND**

Payments shall be made by NHDES to the grantee upon approval of stated outputs and verification of the value of completed work through submittal of invoices for services rendered. NHDES will pay the grantee up to \$2,250, within 30 days of receiving the invoice(s) for the activities outlined in Exhibit B.

The billing address for invoices and all other correspondence shall be as follows:

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

Invoices may also be emailed to [Amy.P.Smagula@des.nh.gov](mailto:Amy.P.Smagula@des.nh.gov).

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

Initials: JS/AM

Date: 2/2/22

**Attachment A  
Budget Estimates  
Pine Island Pond**

**DIVER/DIVER-ASSISTED SUCTION HARVESTING**

| <b>Item/Service</b>                                                              | <b>Cost</b>     |
|----------------------------------------------------------------------------------|-----------------|
| 5 Days Exotic Aquatic Plant Removal Services and Disposal of Harvested Materials | \$4,500         |
| <b>Total</b>                                                                     | <b>\$4,500*</b> |

\*NHDES will pay 50% of the total project cost, up to \$2,250.

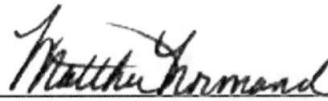
## CERTIFICATE

I, Matthew Normand, the City Clerk of the City of Manchester, NH, do hereby certify that:

- (1) I am the duly elected City Clerk;
- (2) at the meeting held on January 21, 2020, the Board of Mayor and Aldermen voted to accept NHDES funds for all upcoming and future grant/loan pre-applications and applications and to enter into a contract with the Department of Environmental Services;
- (3) the Board of Mayor and Aldermen further authorized Kevin Sheppard, the Public Works Director, or his designee, 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 as the designee in (3) above:

Fred McNeill, Chief Engineer of the Environmental Programs Division (designee)

IN WITNESS WHEREOF, I have hereunto set my hand as the City Clerk of the City of Manchester, this 23th day of February 2022.

A handwritten signature in black ink, reading "Matthew Normand", is written over a horizontal line.

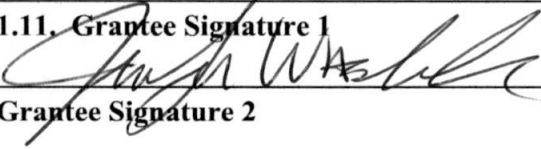
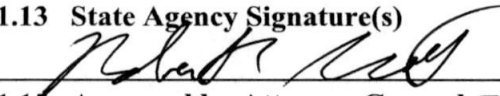
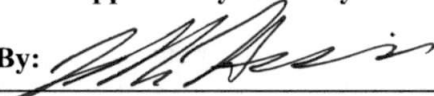
Matthew Normand, City Clerk



## GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby  
Mutually agree as follows:  
GENERAL PROVISIONS

## 1. Identification and Definitions.

|                                                                                                                                                                                                                  |                                              |                                                                                                        |                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|--------------------------------------------------------------------------------------------------------|------------------------------------------|
| <b>1.1. State Agency Name</b><br>NH Department of Environmental Services                                                                                                                                         |                                              | <b>1.2. State Agency Address</b><br>29 Hazen Drive, Concord, NH 03302-0095                             |                                          |
| <b>1.3. Grantee Name</b><br>Big Island Pond Corporation                                                                                                                                                          |                                              | <b>1.4. Grantee Address</b><br>PO Box 297, Hampstead, NH 03841                                         |                                          |
| <b>1.5 Grantee Phone #</b><br>781-853-1759                                                                                                                                                                       | <b>1.6 Account Number</b><br>442010-1430-073 | <b>1.7. Completion Date</b><br>December 31, 2022                                                       | <b>1.8. Grant Limitation</b><br>\$46,488 |
| <b>1.9. Grant Officer for State Agency</b><br>Amy P. Smagula                                                                                                                                                     |                                              | <b>1.10. State Agency Telephone Number</b><br>603-271-2248                                             |                                          |
| If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b." |                                              |                                                                                                        |                                          |
| <b>1.11. Grantee Signature 1</b><br>                                                                                            |                                              | <b>1.12. Name &amp; Title of Grantee Signor 1</b><br>Jennifer Waselchuck, Head of Weed Oversight Comm. |                                          |
| <b>Grantee Signature 2</b>                                                                                                                                                                                       |                                              | <b>Name &amp; Title of Grantee Signor 2</b>                                                            |                                          |
| <b>Grantee Signature 3</b>                                                                                                                                                                                       |                                              | <b>Name &amp; Title of Grantee Signor 3</b>                                                            |                                          |
| <b>1.13 State Agency Signature(s)</b><br>                                                                                     |                                              | <b>1.14. Name &amp; Title of State Agency Signor(s)</b><br>Robert R. Scott, Commissioner               |                                          |
| <b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>                                                                                                       |                                              |                                                                                                        |                                          |
| By:                                                                                                                           |                                              | Assistant Attorney General, On: 3/31/2022                                                              |                                          |
| <b>1.16. Approval by Governor and Council (if applicable)</b>                                                                                                                                                    |                                              |                                                                                                        |                                          |
| By:                                                                                                                                                                                                              |                                              | On: / /                                                                                                |                                          |

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"), 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 hereinafter 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 of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
  - 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (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 C, attached hereto.
  - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
  - 5.3. In accordance with the provisions set forth in EXHIBIT C, 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 payment 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 and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
  - 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, 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, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, 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 of 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 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 the 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 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, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT; REMEDIES.
  - 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
    - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
    - 11.1.2 Failure to submit any report required hereunder; or
    - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
    - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
  - 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
    - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
    - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
    - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
    - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
  12. TERMINATION.
    - 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. 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.
    - 12.2. 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 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 of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials

Date

*JW*  
2/7/22

- 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 interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B 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 or 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.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
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 of 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, if required or by the signing State Agency.
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.
24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Grantee Initials  
Date

*JW*  
2/7/22

**Certificate of Authority # 1**

(Corporation, Non-Profit Corporation)

**Corporate Resolution**

I, DAVID KNIGHT, hereby certify that I am duly elected Clerk/Secretary/Officer of  
(Name)  
Big Island Pond Corporation. I hereby certify the following is a true copy of a vote taken at  
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on Sept 8, 20 21,  
at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Jennifer Waselchuck, Head of Weed Oversight Committee (may list more  
than one person) is (Name and Title)

duly authorized to enter into contracts or agreements on behalf of

Big Island Pond Corporation with the State of New Hampshire and any of  
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents

which may in his/her judgment be desirable or necessary to effect the purpose of  
this vote.

**I hereby certify** that said vote has not been amended or repealed and remains in full force  
and effect as of the date of the contract to which this certificate is attached. This authority  
**remains valid for thirty (30)** days from the date of this Corporate Resolution. I further certify  
that it is understood that the State of New Hampshire will rely on this certificate as evidence that  
the person(s) listed above currently occupy the position(s) indicated and that they have full  
authority to bind the corporation. To the extent that there are any limits on the authority of any  
listed individual to bind the corporation in contracts with the State of New Hampshire, all such  
limitations are expressly stated herein.

**DATED:** 2-7-22

**ATTEST:** David Knight Pres.  
(Name & Title)

**EXHIBIT A**  
**SPECIAL PROVISIONS**  
**BIG ISLAND POND**

Paragraph 17 is waived with respect to the Grantee. However, the Grantee shall ensure that the contractor or subcontractor hired by the Grantee to perform the work shall meet the insurance requirements of Paragraph 17.

The town or subsidiary of the town will not be performing any of the work, only state approved contractors working under approved state permits and/or exemptions can conduct the work for this project.

Initials: JW  
Date: 7/27/22

**EXHIBIT B  
SCOPE OF SERVICES  
BIG ISLAND POND**

1. The Big Island Pond Corporation (BIPC) is the grantee for this project. The New Hampshire Department of Environmental Services (NHDES) is referred to as the "state." Amy P. Smagula of the Watershed Management Bureau is the grant officer for the state.
2. Variable milfoil and spiny naiad, both invasive aquatic plants, have become nuisance problems in various portions of Big Island Pond, and the grantee is seeking grant funds to assist in control efforts in 2022.
3. The grantee shall ensure that the contractors adhere to the following project-specific tasks:

For herbicide treatment in 2022, the grantee will ensure that SÖLitude Lake Management performs the following tasks:

- Task 1 Prepare and file Special Permit application with NH DPC (inclusive of the required abutter notifications, publication of newspaper notices and all costs associated with advertising and attending a public hearing, if required).
- Task 2 Perform chemical treatment of the subject waterbody per the bid specifications, inclusive of all labor, chemical, and equipment costs.
- Task 3 Conduct pre- and post-treatment surveys, perform post-treatment herbicide residue sample collection as required by permit, and submit the required written reporting to the State per the bid specifications.

For the diver work in 2022, the grantee will ensure that the diver(s) perform(s) the following tasks:

- Task 1 Notify the NHDES Exotic Species Program of the scope and timing of the project, and how the materials removed from the pond will be disposed of, and the names of the divers performing the work, at least two weeks before the work is scheduled to begin. Divers performing this work must be certified Weed Control Divers in New Hampshire.
- Task 2 Notify NHDES within 5 business days of when the work is completed by submitting daily dive reports for work that was performed, per the reporting examples provided in the Weed Control Diver course.

4. NHDES will provide monetary support to you as outlined in Exhibit C.

Initials:   
Date: 12/7/22

Should the cost of projects be lower than the bids for those projects, remaining grant funds may be used to match costs associated with other NHDES approved exotic aquatic plant control projects in the above referenced waterbody.

Initials: AW  
Date: 12/7/22

**EXHIBIT C**  
**PAYMENT TERMS**  
**BIG ISLAND POND**

Payments shall be made by NHDES to the grantee upon approval of stated outputs and verification of the value of completed work through submittal of invoices for services rendered. NHDES will pay the grantee up to \$46,488, within 30 days of receiving the invoice(s) for the activities outlined in Exhibit B.

The billing address for invoices and all other correspondence shall be as follows:

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

Invoices may also be emailed to [Amy.P.Smagula@des.nh.gov](mailto:Amy.P.Smagula@des.nh.gov).

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

Initials:   
Date: 2/7/22



# 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 BIG ISLAND POND CORPORATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 26, 1979. 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: **61525**

Certificate Number: **0005644462**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 24th day of January A.D. 2022.

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

William M. Gardner  
Secretary of State

**Attachment A  
Budget Estimates  
BIG ISLAND POND**

**HERBICIDE**

| <b>Item/Service</b>   | <b>Cost</b>      |
|-----------------------|------------------|
| Permitting            | \$2,380          |
| Herbicide Treatment   | \$25,046         |
| Residue Sampling      | \$4,050          |
| Post-Treatment Survey | \$700            |
| State Reporting       | \$800            |
| <b>Total</b>          | <b>\$32,976*</b> |

\*NHDES will pay 50% of the total project cost, up to \$16,488.

**DIVER SURVEY/HARVESTING AND DIVER-ASSISTED SUCTION HARVESTING**

| <b>Item/Service</b>                                                                                                                                                           | <b>Cost</b>      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 30 Days Exotic Aquatic Plant Removal Services and Disposal of Harvested Materials, to include Diver-Assisted Suction Harvesting as well as diver survey/hand harvesting work. | \$60,000         |
| <b>Total</b>                                                                                                                                                                  | <b>\$60,000*</b> |

\*NHDES will pay 50% of the total project cost, up to \$30,000.

**Attachment B**

| <b>Waterbody Name</b>                     | <b>Town</b>               | <b>Grant Award</b> |
|-------------------------------------------|---------------------------|--------------------|
| Balch Lake                                | Wakefield                 | \$10,605           |
| Beaver Lake Meadows                       | Derry                     | \$7,498            |
| Big Island Pond                           | Hampstead                 | \$46,488           |
| Captains Pond                             | Salem                     | \$1,275            |
| Cobbetts Pond                             | Windham                   | \$2,150            |
| Contoocook Lake                           | Rindge                    | \$5,650            |
| Country Pond                              | Newton                    | \$21,940           |
| Danforth Ponds                            | Freedom                   | \$17,975           |
| Deer Meadow Pond                          | Epsom/Chichester          | \$7,445            |
| Flints Pond                               | Hollis                    | \$765              |
| Forest Lake                               | Winchester                | \$3,550            |
| Glen Lake                                 | Goffstown                 | \$3,550            |
| Gorham Pond                               | Dunbarton                 | \$1,010            |
| Horseshoe/Naticook                        | Merrimack                 | \$8,450            |
| Kimball Pond + Rec Area                   | Hopkinton                 | \$9,110            |
| Long Pond                                 | Danville                  | \$23,545           |
| Marsh/Jones/Downing                       | New Durham                | \$19,638           |
| Massasecum                                | Bradford                  | \$2,550            |
| Melendy/Potanipo                          | Brookline                 | \$4,500            |
| Milton Three Ponds                        | Milton                    | \$32,420           |
| Monomonac                                 | Rindge                    | \$13,995           |
| Namaske                                   | Manchester                | \$3,550            |
| Nashua River/Mill Pond and Canal          | Nashua                    | \$75,850           |
| Northwood Lake                            | Northwood                 | \$35,013           |
| Opechee                                   | Laconia                   | \$3,550            |
| Ossipee System                            | Ossipee/Freedom/Effingham | \$25,408           |
| Otter Pond                                | Greenfield                | \$22,430           |
| Phillips Pond                             | Sandown                   | \$21,423           |
| Pine Island Pond                          | Manchester                | \$2,250            |
| Post Pond                                 | Lyme                      | \$19,999           |
| Powwow Pond                               | Kingston/E. Kingston      | \$7,050            |
| Robinson/Otternic                         | Hudson                    | \$37,880           |
| Scobie Pond                               | Francestown               | \$16,560           |
| Silver Lake                               | Tilton/Belmont            | \$3,550            |
| Squam                                     | Holderness                | \$30,916           |
| Suncook Lakes/River                       | Barnstead                 | \$19,710           |
| Sunrise Lake                              | Middleton                 | \$2,700            |
| Turee Pond                                | Bow                       | \$12,225           |
| Winnipесаaukee                            | Alton                     | \$33,595           |
| Winnipесаaukee                            | Gilford                   | \$8,120            |
| Winnipесаaukee                            | Gilford/Glendale          | \$14,890           |
| Winnipесаaukee                            | Laconia                   | \$30,085           |
| Winnipесаaukee                            | Moultonborough            | \$63,983           |
| Winnipесаaukee +Crescent and<br>Wentworth | Wolfeboro                 | \$10,550           |
| Winnipесаaukee Meredith                   | Meredith                  | \$24,143           |
| Winnipесаaukee Tboro                      | Tuftsboro                 | \$11,385           |
| Winnisquam                                | Meredith/Laconia/Belmont  | \$10,550           |