



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

**Robert R. Scott, Commissioner**

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March 16, 2020

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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to **RETROACTIVELY** amend an agreement (PO # 1061072) with the Upper Merrimack Watershed Association, Penacook, NH, (VC #281402) for the *Turkey River Watershed Restoration and Management Plan Phase 1: Plan Development* project by extending the completion date to June 30, 2021 from February 28, 2020. The original agreement was approved by the Governor and Council on April 11, 2018, Item #67. 100% Federal funds. This is a no-cost time extension only.

EXPLANATION

This Agreement expired on February 28, 2020. NHDES is requesting approval of this **RETROACTIVE** amendment in order to provide the Upper Merrimack Watershed Association (UMWA) time to complete the development of their watershed management plan. This extension is requested due to the time needed to fill an unanticipated shortfall in funding for the project, which has recently been rectified. The UMWA team worked to create a realistic budget before beginning this unique watershed planning project. While nutrient loading-based watershed plans are common for lakes and ponds, only one other such plan has been completed for a river system in New Hampshire. As such, the initial budgeting process was challenging. As the project progressed, and the selection of engineering contractors was completed, it became apparent that the initial budget was insufficient to complete the project. That realization was made too late to allow for a timely extension.

Since then, the UMWA has been working to find alternative paths to move forward including raising additional funds. The UMWA has recently secured \$25,000 in cash, which will cover the shortfall, enabling it to enter into contracts for the services needed to complete the project. The project is making progress, but it is well behind schedule. This extension will allow UMWA to complete the development of the watershed management plan as intended. To date, \$1,270 has been spent of the original grant award of \$50,000.

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

We respectfully request your approval of this item.

  
Robert R. Scott, Commissioner

**Agreement for Services with the Upper Merrimack Watershed Association**  
Amendment No. 1

This Agreement (hereinafter called the "Amendment") dated this 15<sup>th</sup> day of February, 2020, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the "State") and the Upper Merrimack Watershed Association (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council on April 11, 2016, item #67, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

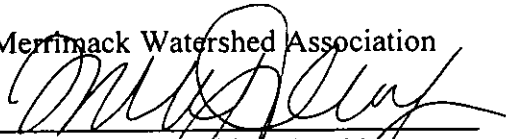
WHEREAS, The Grantee and the State have agreed to amend the Agreement in certain respects;

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

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
  - (A) The Completion Date as set forth in the agreement shall be changed from February 28, 2020 to June 30, 2021.
2. Effective Date of Amendment: This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.
3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Initial W  
Date 2.13.20


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

Upper Merrimack Watershed Association  
By   
Michele L. Tremblay, President

STATE OF NEW HAMPSHIRE  
COUNTY OF Merrimack

On this the 13 date of February, 2020, before the undersigned officer, personally appeared Michele L. Tremblay, President who acknowledged him/herself to be the person who executed the foregoing instrument for the purpose therein contained.

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

My Commission Expires:   
MARIA E. STEWART, Notary Public  
State of New Hampshire  
My Commission Expires September 5, 2023




THE STATE OF NEW HAMPSHIRE  
Department of Environmental Services

By   
Robert R. Scott, Commissioner

Approved by Attorney General this 19<sup>th</sup> day of March, 2020

OFFICE OF ATTORNEY GENERAL

By 

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that UPPER MERRIMACK WATERSHED ASSOCIATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 17, 2016. 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: 742153



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 April A.D. 2017.

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

William M. Gardner  
Secretary of State



[Back to Home](#)

Business Information

Business Details

Business Name: UPPER MERRIMACK WATERSHED ASSOCIATION	Business ID: 742153
Business Type: Domestic Nonprofit Corporation	Business Status: Good Standing
Business Creation Date: 03/17/2016	Name in State of Incorporation: Not Available
Date of Formation in Jurisdiction: 03/17/2016	
Principal Office Address: 60 Longver Ln, Webster, NH, 03303, USA	Mailing Address: PO Box 3019, Penacook, NH, 03303, USA
Citizenship / State of Incorporation: Domestic/New Hampshire	
	Last Nonprofit Report Year: N/A
Duration: Perpetual	Next Report Year: 2020
Business Email: NONE	Phone #: NONE
Notification Email: NONE	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / to protect the natural resources of the upper Merrimack watershed through outreach, education, environmental monitoring, and other projects and programs that improve and maintain watershed health.	

Page 1 of 1, records 1 to 1 of 1

Principals Information

No Principal(s) listed for this business.


CERTIFICATE of AUTHORITY

I, Gary S. Lemay, Jr., Secretary of the Upper Merrimack Watershed Association, do hereby certify that:

- (1) I am the duly elected Secretary;
- (2) at the meeting held on February 10, 2020, the Upper Merrimack Watershed Association voted to accept NHDES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Upper Merrimack Watershed Association further authorized the President to execute any documents which may be necessary for this contract;
- (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (5) the following person has been appointed to and now occupies the office indicated in (3) above:

Michele L. Tremblay, President

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Upper Merrimack Watershed Association, this 15<sup>th</sup> day of February, 2020.


  
 \_\_\_\_\_  
 Gary S. Lemay, Jr.

STATE OF NEW HAMPSHIRE

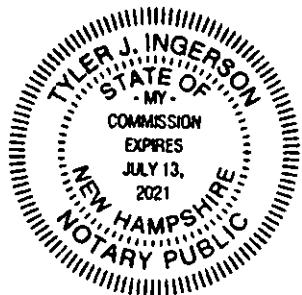
County of Merrimack

On this the 15 day of February, 2020, before me Tyler Ingerson the undersigned officer, personally appeared Gary S. Lemay, Jr. who acknowledged him/herself to be the Secretary of the Upper Merrimack Watershed Association being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

  
 \_\_\_\_\_  
 Name Notary Public Justice of the Peace (circle one)

Commission Expiration Date:  
(Seal)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/13/2020

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

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


<b>PRODUCER</b> E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	<b>CONTACT NAME:</b> Eleanor Spinazzola <b>PHONE (A/C, No, Ext):</b> (803) 293-2791 <b>E-MAIL ADDRESS:</b> Eleanorspinazzola@esinsurance.net	<b>FAX (A/C, No):</b> (803) 293-7188
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Upper Merrimack Watershed Association PO Box 3019 Penacook NH 03303	<b>INSURER A:</b> United States Liability Insurance Co	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 2020      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		NBP1556434B	03/12/2020	03/12/2021	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000				
		MED EXP (Any one person) \$ 5,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$
						AGGREGATE \$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE    OTH-ER
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

<b>CERTIFICATE HOLDER</b> New Hampshire Dept of Environmental Services 29 Hazen Drive Concord NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**Attachment A**  
**Copy of Original Agreement**



Katherine Zink



The State of New Hampshire  
DEPARTMENT OF ENVIRONMENTAL SERVICES



Robert R. Scott, Commissioner

March 19, 2018

APPROVED G & C

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

DATE 4/11/18  
ITEM # 67

REQUESTED ACTION

Authorize the Department of Environmental Services to enter into an agreement with the Upper Merrimack Watershed Association, Penacook, NH, (VC# 281402) in the amount of \$50,000 to complete the *Turkey River Watershed Restoration and Management Plan Phase 1: Plan Development*, effective upon Governor and Council approval through February 28, 2020. 100% Federal Funds.

Funding is available in the account as follows:

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

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

FY 2018  
\$50,000

EXPLANATION

The Department of Environmental Services (NHDES) issued a Request for Proposals (RFP) for the 2017 Watershed Assistance Grants program. The twenty-one proposals received were ranked based on the criteria included in the RFP: water quality improvement or protection; cost/benefit ratio; local capacity to complete the project; relative value or significance of the water body; and, general quality and thoroughness of the proposal. Based on results of the selection process and available federal grant funding levels, the seven highest ranked watershed plan development projects, and the three highest ranked watershed plan implementation projects were selected to receive funding. Please see Attachment B for a list of project rankings and review team members.

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

The Turkey River's 37 square mile watershed is located in the towns of Bow, Concord, Dunbarton, and Hopkinton. The watershed includes impaired waters needing restoration, as well as high-quality cold water streams. The goal of this project will be to develop a watershed management plan that identifies

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

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095

(603) 271-3503 • Fax: (603) 271-7894 • TDD Access: Relay NH 1-800-735-2964

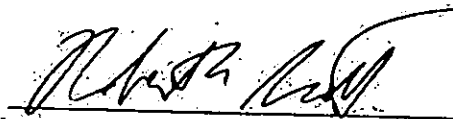
His Excellency, Governor Christopher T. Sununu  
and the Honorable Council.

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and prioritizes methods for reducing or eliminating water quality impairments and restoring river connectivity. The plan will identify specific structural (e.g., culvert retrofit/replacement, stormwater treatment practices) and non-structural (e.g., riparian buffer improvements, watershed steward program) approaches for reducing pollutant loading in the watershed. The completed plan will present potential actions which, if implemented, will enable the river, ponds, and tributaries to meet their Aquatic Life Use and Primary Contact Recreation designated uses. Additional benefits to the receiving water, the Merrimack River, are also anticipated.

The total project costs are budgeted at \$83,350. NHDES will provide \$50,000 (60%) of the project costs through a federal grant. A budget breakdown is provided in Attachment A. In the event that Federal Funds become no longer available, General Funds will not be requested to support this program. The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.



Robert R. Scott, Commissioner

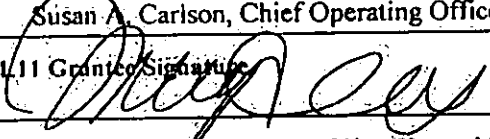
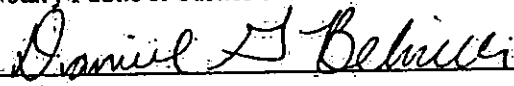
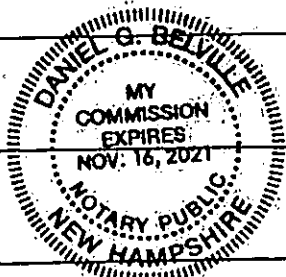
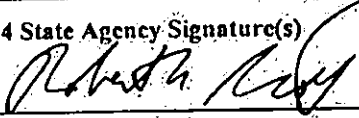

## GRANT AGREEMENT

Subject: Turkey River Watershed Restoration and Management Plan Phase 1: Plan Development.

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

### GENERAL PROVISIONS

#### I. IDENTIFICATIONS AND DEFINITIONS

<b>1.1 State Agency Name</b> Department of Environmental Services		<b>1.2 State Agency Address</b> 29 Hazen Drive Concord, NH 03301	
<b>1.3 Grantee Name</b> Upper Merrimack Watershed Association		<b>1.4 Grantee Address</b> P.O. Box 3019 Penacook, NH 03303	
<b>1.5 Effective Date</b> Upon G&C approval	<b>1.6 Completion Date</b> February 28, 2020	<b>1.7 Audit Date</b> N/A	<b>1.8 Grant Limitation</b> \$50,000
<b>1.9 Grant Officer for State Agency:</b> Susan A. Carlson, Chief Operating Officer		<b>1.10 State Agency Telephone Number</b> 603-271-2969	
<b>1.11 Grantee Signature</b> 		<b>1.12 Name &amp; Title of Grantee Signor</b> Michele L. Tremblay, President, Board of Directors	
<b>1.13 Acknowledgment:</b> State of New Hampshire, County of <u>Merrimack</u> On <u>3/12/2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> (Seal) 			
<b>1.13.2 Name &amp; Title of Notary Public or Justice of the Peace</b> Daniel G. Belville			
<b>1.14 State Agency Signature(s)</b> 		<b>1.15 Name/Title of State Agency Signor(s)</b> Robert R. Scott, Commissioner	
<b>1.16 Approval by Attorney General's Office (Form, Substance and Execution)</b> By:  Attorney, On: <u>3/20/18</u>			
<b>1.17 Approval by the Governor and Council</b> By: _____ On: <u> / /</u>			

2. **SCOPE OF WORK.** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-O, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the state of New Hampshire.

4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the Effective Date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**

5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete, compensation to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.**

In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. **PERSONNEL.**

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform such Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3 The Grant officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA; RETENTION OF DATA; ACCESS.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4 On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OF AGREEMENT.**

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

11. **EVENT OF DEFAULT; REMEDIES.**

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

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

11.1.2 failure to submit any report required hereunder; or

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

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

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

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

11.2.2 give the Grantee a written notice specifying the Event of

Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and 11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

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

**12. TERMINATION.**

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

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

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

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

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

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

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

**16. INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee 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 AND BOND.**

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee

performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice has been received by the State.

**18. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

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

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

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

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

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

**Exhibit A**  
**Scope of Services**

The Upper Merrimack Watershed Association (UMWA) shall perform the following tasks as described in the detailed proposal titled, *Turkey River Watershed Restoration and Management Plan Phase 1: Plan Development* submitted by the Upper Merrimack Watershed Association January 31, 2017:

**Objective 1:** Preliminary Project Planning.

Measures of Success: Executed contract between UMWA and selected consultant for the development of a Turkey River watershed management plan.

**Deliverable 1:** Draft and final versions of the Request for Qualifications (RFQ), rank and review summary of the RFQ, and the contract with the selected consultant.

Task 1: Develop a State and Federal rules-compliant RFQ for selection of a consultant firm to develop the watershed management plan. Submit to the New Hampshire Department of Environmental Services (NHDES) for review and approval, and then publish the RFQ.

Task 2: Evaluate consultant qualifications and select the most qualified firm.

Task 3: Invite top firm to submit draft scope and fee, and conduct contract negotiations.

Task 4: Obtain NHDES approval of the proposed contract, and then execute that contract.

Task 5: Generate watershed stakeholder list, secure venue, and host a kickoff meeting.

**Objective 2:** Develop a draft and final site specific project plan (SSPP) for developing the Turkey River watershed management plan, and for collection of water quality data.

Measures of Success: Completed SSPP submitted to NHDES.

**Deliverable 2:** A signed SSPP by NHDES that references the Generic Watershed Management Plan Quality Assurance Project Plan (QAPP), and data collection QAPPs as appropriate.

Task 6: Coordinate with the NHDES Volunteer River Assessment Program (VRAP) to explore the possibility and applicability of including Turkey River as a new VRAP group.

Task 7: Develop a draft SSPP for the development of the Turkey River watershed management plan following the Generic Watershed Management Plan Development QAPP. Include within the SSPP protocols for water quality data collection in compliance with the NHDES VRAP QAPP. Ensure that all data collection and manipulation activities included in this Scope of Services are covered in the SSPP. Provide draft SSPP to NHDES for review.

Task 8: Incorporate comments from NHDES on the draft SSPP and create a final document for approval by NHDES. Obtain NHDES approval of the SSPP prior to commencing data collection.

**Objective 3:** Conduct baseline water quality monitoring throughout the Turkey River watershed.

Measures of Success: A Quality Assurance/ Quality control (QA/QC) reviewed water quality dataset based on the sampling plan outlined in the approved QA document developed in Objective 2.

**Deliverable 3:** Water quality dataset for use in supporting the watershed nutrient modeling.

Task 9: Collect water quality data as described in the NHDES-approved SSPP developed in Objective 2.

Task 10 Perform quality control checks on all water quality data and compile it in an electronic format as per the SSPP. Provide the data to NHDES.

**Objective 4:** Evaluate water quality data and modeling data for the watershed and determine assimilative capacity for pollutants of concern.

Measures of Success: Pollutants of concern are identified, assimilative capacity is calculated.

**Deliverable 4:** Documentation for calculations of assimilative capacity for pollutants of concern.

Task 11: Gather existing watershed data including water quality, modeling results from previous efforts, and other information as identified.

Task 12: Determine historical and current median total phosphorus (TP), and dissolved oxygen (DO) levels for the river.

Task 13: Calculate assimilative capacities for N, TP, and DO; determine if load reductions are needed. Provide documentation of assimilative capacity calculations (for use in water quality goal setting).

**Objective 5:** Estimate pollutant reductions needed to meet water quality goals.

Measures of Success: Pollution reductions and water quality goals are realistic, achievable, and approved by the Water Quality Advisory Committee (WQAC).

**Deliverable 5:** Water quality goals for N, TP, and DO are documented.

Task 14: Establish a WQAC to aid in reviewing water quality results from tasks 11 through 13 and to set water quality goals for the watershed plan.

Task 15: Establish the goal setting process for the WQAC to use in establishing the water quality (WQ) goal.

Task 16: Determine load reductions needed to meet water quality standards, and set the WQ goal.

Task 17: Formally document the water quality goal in a memorandum (develop draft document, provide to WQAC and NHDES for review, then finalize).

**Objective 6:** Identify current and future pollutant loading causes and sources to the extent at which they are present in the watershed.

Measures of Success: Sources of pollution needing to be controlled are identified.

**Deliverable 6:** Documentation of current and future pollution sources.

Task 18: Determine current annual pollution source load estimates. Using the appropriate scale and model for load estimation (STEPL, or other) as identified in the SSPP, run the model to determine current load estimates; provide output to steering committee and NHDES for review.

Task 19: Estimate future loading for selected parameters (N, TP). Using the appropriate model and data for buildout analysis as documented in the SSPP; run buildout analysis to predict future loads based on projected population and land use change; provide output to steering committee and NHDES for review.

Task 20: Document modeling output for use in watershed plan. Develop modeling results documentation to describe modeling process results including identification of pollutant loading causes and sources to the extent at which they are present in the watershed.

**Objective 7:** Identify actions needed to reduce pollution and achieve water quality goal(s).

Measures of Success: Approaches for reducing pollutant loads are described for critical implementation areas.

**Deliverable 7:** A prioritized list of pollutant load reduction actions.

Task 21: Stormwater assessment and development of structural BMPs. Use survey/inspection forms, and/or best management practice (BMP) optimization model as approved in the SSPP to assess and identify stormwater management and other restoration opportunities; additionally, conduct culvert data review to determine how culverts affect water quality and river flow. Develop and implement methodology for identifying on the ground opportunities to address problem culverts and reduce pollutant loading from stormwater runoff; implement methodology and develop priority list of locations for culvert upgrades and BMPs for stormwater management (cost and load reduction).

Task 22: Conduct septic system risk analysis to assess septic systems. Research records at local and state level to identify septic systems at risk for contributing pollutant loads to the river; develop a priority list of areas to target for septic work.

Task 23: Identify other actions needed to reduce pollution (including nonstructural approaches such as voluntary fertilizer reductions, etc.). Identify approach, pinpoint locations and prioritize actions.

Task 24: Develop list of priority actions, locations and approaches for reducing pollution. Ground truth findings as needed and develop priority list based on cost/load reduction or other method as identified; host stakeholder meeting to get input on priorities.

Task 25: Finalize list and ensure it is realistic. Meet with Project Steering Committee and other stakeholders to review the priority list and ensure it is realistic; finalize the list for inclusion in the watershed plan.

**Objective 8:** Develop costs and authority for watershed plan implementation.

Measures of Success: Costs, responsible parties, and potential matching contributions for watershed plan implementation are created.

**Deliverable 8:** Documentation of costs and authority.

Task 26: Develop cost estimates for structural and non-structural BMPs. Generate conceptual cost estimates for implementation actions described in the watershed plan including structural and non-structural pollutant load reduction actions, monitoring, outreach, etc. Estimate the amount of technical and financial assistance needed to implement restoration measures outlined in the plan.

Task 27: Coordinate with the Project Steering Committee to ensure the estimates and responsible parties are realistic; finalize and document costs & authorities for inclusion in the watershed plan. Identify potential sources of funding for actions (grants, etc.). Conduct meeting with stakeholders to review and revise estimates; produce final documentation.

**Objective 9:** Education and outreach.

Measures of Success: The Watershed Steward™ Program will have conducted at least six home visits within the watershed.

**Deliverable 9:** Report cards completed for at least six home visits as part of the Watershed Steward Program.



Task 28: Implement aspects of the Watershed Steward Program including outreach and education on topics including septic system maintenance, nonpoint source pollution (NPS) source reduction, etc. for at least six Turkey River watershed homeowners.

Task 29: Report on Watershed Steward success, and plan for future efforts. Develop report and incorporate findings and recommendations into the watershed plan.

Task 30: Incorporate the Watershed Steward elements into the Watershed Plan. Use the Watershed Steward Program to incorporate outreach and education into the Watershed Plan. Take the key elements of the Watershed Steward Program and add these components to the Watershed Plan to address element e.

**Objective 10:** Incorporate remaining EPA key elements into the Turkey River Watershed Management Plan and develop final watershed management plan.

Measures of Success: Turkey River Watershed Management Plan is developed, reviewed, and finalized.

**Deliverable 10:** A final Turkey River Watershed Management Plan is available to stakeholders and the public.

Task 31: Review capacity of stakeholders and coordinate with stakeholders to develop a realistic implementation schedule that accounts for property access (BMPs), funding cycles, grants, etc.

Task 32: Develop interim measurable milestones for determining whether actions described in the plan are being implemented (element g).

Task 33: Establish criteria for measuring and demonstrating environmental progress toward achieving water quality and restoration goals (element h). Incorporate work completed under Task 6 and establish a monitoring plan that can be used to evaluate the effectiveness of implementation efforts over time as measured against the established criteria (element i).

Task 34: Develop first draft watershed management plan for review by the project steering committee and NHDES; provide the draft plan for review and incorporate comments.

Task 35: Present the draft watershed plan to the public at a facilitated meeting and solicit and record final comments on the plan.

Task 36: Coordinate with the consultant to finalize the plan and coordinate with the project steering committee to publish the plan.

**Objective 11:** Prepare semi-annual reports and a final project report for NHDES.

Measures of Success: Timely semi-annual status reports and final report to NHDES.

**Deliverable 11:** Semi-annual and final grant report to NHDES.

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

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

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

In the event that the grantee has not completed a timely submittal of the progress reports, all further payments will be suspended until the overdue reports are submitted, and approved by NHDES.

Task 38: Prepare and submit payment requests, match documentation and procurement information during project period.

Task 39: Submit a comprehensive final report to NHDES on or before the project completion date. The

Grantee Initials

Date

lw  
3/2/10

final report shall comply with the NHDES and U.S. Environmental Protection Agency requirements found in the final report guidance document on the NHDES Watershed Assistance Section webpage.

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

#### **Quality Assurance**

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

#### **Outreach Materials**

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

#### **Operations and Maintenance**

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

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

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

Procurements of goods or services made with grant funds, or those credited as non-federal match, shall comply with the terms of this agreement, and must be reported to NHDES. Documentation of non-federal match credit shall be provided with each payment request. The cumulative match value for the project shall meet or exceed the amount of grant funds received multiplied by 0.667 (e.g. \$50,000 grant X 0.667 = \$33,350 minimum match required). The grantee shall submit payment requests, procurement reports, and match documentation on the forms provided by NHDES. Payment shall be made in accordance with the following schedule based upon satisfactory completion of specific tasks, and receipt of deliverables as described in Exhibit A:

Upon completion and NHDES approval of Task 1	\$220
Upon completion and NHDES approval of Task 2	\$440
Upon completion and NHDES approval of Task 3	\$110
Upon completion and NHDES approval of Task 4-5	\$1,910
Upon completion and NHDES approval of Task 6	\$330
Upon completion and NHDES approval of Task 7	\$440
Upon completion and NHDES approval of Task 8	\$440
Upon completion and NHDES approval of Task 9	\$220
Upon completion and NHDES approval of Task 10	\$640
Upon completion and NHDES approval of Task 11	\$1,210
Upon completion and NHDES approval of Task 12	\$1,210
Upon completion and NHDES approval of Task 13	\$2,380
Upon completion and NHDES approval of Task 14	\$1,350
Upon completion and NHDES approval of Task 15	\$1,130
Upon completion and NHDES approval of Task 16	\$1,000
Upon completion and NHDES approval of Task 17	\$2,000
Upon completion and NHDES approval of Task 18	\$5,100
Upon completion and NHDES approval of Task 19	\$4,100
Upon completion and NHDES approval of Task 20	\$3,100
Upon completion and NHDES approval of Task 21	\$3,200
Upon completion and NHDES approval of Task 22	\$2,000
Upon completion and NHDES approval of Task 23	\$1,000

Upon completion and NHDES approval of Task 24	\$3,000
Upon completion and NHDES approval of Task 25	\$100
Upon completion and NHDES approval of Task 26	\$2,130
Upon completion and NHDES approval of Task 27	\$500
Upon completion and NHDES approval of Task 28-30	\$880
Upon completion and NHDES approval of Task 31	\$310
Upon completion and NHDES approval of Task 32	\$200
Upon completion and NHDES approval of Task 33	\$250
Upon completion and NHDES approval of Task 34	\$3,880
Upon completion and NHDES approval of Task 35	\$2,000
Upon completion and NHDES approval of Task 36	\$1,000
Upon completion and NHDES approval of Task 37	\$310
Upon completion and NHDES approval of Task 38	\$310
Upon completion and NHDES approval of Task 39	\$1,600
<b>Total</b>	<b>\$50,000</b>

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

## Exhibit C Special Provisions

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

Subparagraph 17.1.1 of the General Provisions shall not apply to the Grantee. The Grantee certifies that they are a non-profit volunteer agency with no employees, and are exempt from maintaining statutory worker's compensation and employees liability insurance.

Subparagraph 17.1.2 of the General Provisions shall be changed to read: "comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate; and"

Federal Funds paid under this agreement are from a Grant Agreement to the State from the US Environmental Protection Agency, NPS Implementation Grant under CFDA # 66.605. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing NHDES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data information as required under the FFATA. The Grantee's DUNS number is 080506765.

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

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

II) **Financial management.** The Grantee shall comply with 2 CFR Part 200 Subpart D and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.

III) **Allowable costs.** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific Federal requirements detailed in 2 CFR Part 200 Subpart E.

IV) **Matching funds.** All matching funds contributed by the Grantee shall conform to the same laws, regulations, and grant conditions as the federal funds in the Agreement and referenced in 2 CFR Part 200 Subpart E.

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

VI) **Debarment and Suspension.** The Grantee shall comply with 2 CFR Part 200 Subpart C. By signing and submitting the Agreement, the Grantee certifies that it has not been debarred or suspended by a government agency. Additionally, the Grantee certifies that it will not make or permit any award (subgrant or subcontract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

VII) **Procurement.** When purchasing goods or services with grant or match funds, the Grantee shall comply with procurement regulations as detailed in 2 CFR Part 200 Subpart D which includes procurement standards, competition, methods of procurement, contract cost and price, agency review, bonding requirements, and contract provisions.

- a. Assignment of Subcontracts. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State Agency.
- b. Consultant Fee Cap. The Grantee will limit grant-funded payment to subcontractors under the circumstances detailed in 2 CFR Part 1500.9
- c. Subcontracts. The Grantee shall:
  - i. Ensure that every subcontract includes provisions for compliance with Federal and State standards applicable to the contract;
  - ii. Ensure that every subcontract includes all clauses required by Federal statute and executive orders, and their implementing regulations; and
  - iii. Ensure that subcontractors are aware of requirements imposed upon them by State and Federal statutes and regulations.

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

IX) *New Restrictions on Lobbying: Interim Final Rule.* The Grantee shall comply with the terms of 40 CFR part 34, and 2 CFR Part 200 Subpart E which prohibit the use of Federal grant funds to influence (or attempt to influence) a Federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if nonfederal funds have been used to influence (or attempt to influence) a Federal employee.

X) *Drug-Free Workplace.* The Grantee shall comply with the terms of 2 CFR Part 1536 which require as a condition of the Agreement, certification that the Grantee maintains a drug-free workplace. By signing and submitting this Agreement, the Grantee certifies that they will observe the required practices for maintaining a drug-free workplace.

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

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

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

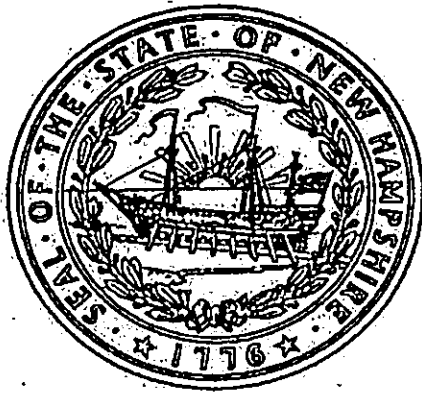
XIII) *Management fees.* Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses; unforeseen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

**State of New Hampshire**  
**Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that UPPER MERRIMACK WATERSHED ASSOCIATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 17, 2016. 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: 742153



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 April A.D. 2017.

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

William M. Gardner  
Secretary of State

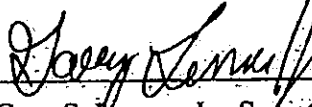
CERTIFICATE of AUTHORITY

I, Gary S. Lemay, Jr., Secretary of the Upper Merrimack Watershed Association, do hereby certify that:

- (1) I am the duly elected Secretary;
- (2) at the meeting held on January 22, 2018, the Upper Merrimack Watershed Association voted to authorize the President to accept funds and enter into contracts with the Department of Environmental Services;
- (3) the Upper Merrimack Watershed Association further authorized the President to execute any documents which may be necessary for this contract;
- (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (5) the following person has been elected to and now occupies the office indicated in (3) above:

**Michele L. Tremblay, President**

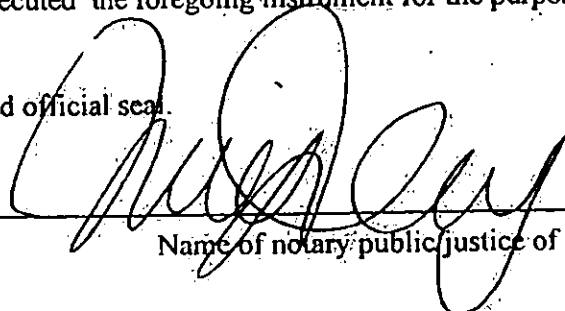
IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Upper Merrimack Watershed Association, this 12 day of March 2018.

  
\_\_\_\_\_  
Gary S. Lemay, Jr., Secretary

STATE OF NEW HAMPSHIRE  
County of Merrimack

On this the 12 day of March 2018, before me Michele L. Tremblay (name of notary public/justice of the peace) the undersigned officer, personally appeared Gary S. Lemay, Jr., who acknowledged him/herself to be the Secretary of the Upper Merrimack Watershed Association being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

  
\_\_\_\_\_  
Name of notary public/justice of the peace

Commission Expiration Date:  
(Seal)

**MICHELE L. TREMBLAY**  
Justice of the Peace - New Hampshire  
My Commission Expires July 13, 2021





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/12/2018

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

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


<b>PRODUCER</b> E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	<b>CONTACT NAME:</b> Pat Mack <b>PHONE (A/C, No, Ext):</b> (803)293-2791 <b>FAX (A/C, No):</b> (803)293-7188 <b>E-MAIL ADDRESS:</b> pat@esinsurance.net													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: United States Liability Insurance Co</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: United States Liability Insurance Co		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER E:														
INSURER F:														
<b>INSURED</b> Upper Merrimack Watershed Association PO Box 3019 Penacook NH 03303														

COVERAGES      CERTIFICATE NUMBER: 2018 Cert      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR (Y/N) (Y/N)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		NBP1558434	03/12/2018	03/12/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (if a occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below:	Y/N	N/A			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

<b>CERTIFICATE HOLDER</b>  New Hampshire Dept of Environmental Services 29 Hazen Drive  Concord NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**Attachment A  
Budget Estimate**

<b>Budget Item</b>	<b>s319 Grant Funding</b>	<b>Non-Federal Matching Funds</b>
Volunteer Time	\$0	\$27,000
Indirect costs	\$1,250	\$50
Travel and Training	\$0	\$0
Contractual	\$48,700	\$0
Supplies and Equipment	\$50	\$6,300
Construction	\$0	\$0
<b>Total Project Cost</b>	<b>\$50,000</b>	<b>\$33,350</b>

Attachment B: Watershed Assistance and Restoration Grant Ranking

Projects Implementing Watershed Plans												
Organization	Project Name	Amount Requested	Reviewer A	Reviewer B	Reviewer C	Reviewer D	Reviewer E	Reviewer F	Reviewer G	Reviewer H	Average Score	Rank
NH DES Dam Bureau	Sewer and Dam Removal Project Phase 3: Construction	\$100,000	95	97	97	91	93	95	92	90	89.9	1
Town of Wolfboro	Lake Wentworth Crescent Lake WMP Implementation Phase 3: Route 106 Roadside and Camp Eamesdale Shoreline BMPs	\$50,000	77	79	79	81	84	80	75	75	73.0	2
Mason Pond Protective Association	Mason Pond Watershed-Based Implementation Plan - Phase 1: County Road BMPs	\$10,000	78	83	84	89	82	78	74	74	71.7	3
Cobbett's Pond Improvement Association	Cobbett's Pond Restoration Plan Implementation IV - Ball's Vets Area	\$100,000	83	84	77	79	81	88	80	80	78.6	Selected for 2018
Town of Ossipee	Lake Hole Pond Dam Removal and Stream Restoration Project	\$75,000	79	85	79	77	85	87	85	85	79.4	Selected for 2018
Green Mountain Conservation Group	Charles Lake Watershed Management Plan Phase 2: A Watershed Plan for the Beecham River Subwatershed	\$30,000	78	77	77	77	81	80	79	79	71.9	Selected for 2018
UNH Stormwater Center	Great Bay Watershed/Coastal Nitrogen Non-Point Source Study Implementation Phase 3: University of New Hampshire BMPs to Reduce Nitrogen	\$75,000	70	71	70	70	73	75	74	75	70.4	Selected for 2018
Sturford Regional Planning Commission	Oyster River Watershed Management Plan Implementation Phase 1: Permeable Reactive Barrier Installation	\$30,000	78	78	78	78	78	78	78	78	70.0	Selected for 2018
Pleasant Lake Protective Association	Pleasant Lake Watershed Planning and Implementation Phase 1	\$18,000	78	78	78	78	78	78	78	78	70.0	Not selected
Soufford Lake Protective Association	Soufford Lake Watershed Management Development and Implementation On-County BMPs	\$15,000	78	78	78	78	78	78	78	78	70.0	Not selected
Southern Region Planning Commission	Gate Warme Watershed Implementation On-County BMPs	\$100,000	78	78	78	78	78	78	78	78	70.0	Not selected

Projects Developing Watershed Plans												
Organization	Project Name	Amount Requested	Reviewer A	Reviewer B	Reviewer C	Reviewer D	Reviewer E	Reviewer F	Reviewer G	Reviewer H	Average Score	Rank
Mason Lake Association	Mason Lake Watershed Management Plan Phases 3 and 4: Additional Watershed Planning and Implementation of BMPs	\$75,000	79	80	85	78	81	82	74	74	82.8	1
Gregg Lake Association	Gregg Lake Watershed Management Plan Development	\$25,000	77	85	90	87	84	85	84	84	79.8	2
Lake Winnepesaukee Association Lakes Region Planning Commission	Moultonborough Bay Watershed Plan Development	\$85,000	76	84	79	78	82	83	70	70	79.9	3
Squam Lakes Association	Winnepesaukee Watershed Plan Phase C Groundwork for a Watershed Planning Process	\$10,000	77	82	73	67	80	85	80	80	74.4	4
Lake Sunapee Protective Association	Squam Lakes Watershed Plan Development - Phase 1	\$52,000	81	74	81	82	78	70	78	78	73.7	5
Upper Marmack Watershed Association	Sunapee Watershed Management Plan Development 2017	\$30,000	82	81	80	85	82	82	73	73	73.3	6
Jonestown Pond Shoreline Association	Turkey River Watershed Restoration and Management Plan	\$50,000	80	74	87	88	85	85	81	81	73.7	7
UNH Stormwater Center	Jonestown Pond Watershed Development Plan 2	\$75,000	77	84	79	80	80	80	78	78	71.9	Not selected
Town of Jewett	Deborah Hill Sport Harpings for the Harpings Coastal Community Meeting Critical Area for Non-Point Source Watershed	\$75,000	83	83	83	80	80	80	80	80	80.0	Not selected
Town of Jewett	Winnepesaukee Basin Watershed-Based Planning for Water Quality and Coastal Resiliency	\$100,000	84	84	84	84	84	84	84	84	88.0	Not selected

\*Funding for learning projects was available in 2017 and development of watershed-based plan projects were authorized accordingly. Implementation projects scoring 70 points or greater but requesting more than \$50,000 will be funded in FFY2018 pending available funding. Partial funding for construction projects is not allowed.

Review Team Members	
Steve Landry	20 years experience, Watershed Assistance Section Supervisor, project management, Marmack watershed and Rural geomorphology expertise.
John Marcoux	14 years experience, Watershed Coordinator, project management, grant and contract expertise.
Barbara McMillan	13 years Watershed Assistance District Coordinator, outreach and education and contractor expertise.
Sally Soole	20 years experience, Coastal Watershed Coordinator, project management, Coastal watershed expertise.
Wendy Wason	15+ years experience, Grants Specialist, budgeting, planning, project assistance expertise.
Kate Zink	7 years experience, Watershed Assistance Specialist, surface and drinking water sampling, microbial expertise.
Robb Livingston	20 years experience, Watershed pollution specialist, BMP, pollution source investigator expertise, Field training of local municipalities in watershed pollution source tracing and identification, Environmental complaints field investigator.