



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

**Thomas S. Burack, Commissioner**

May 24, 2016



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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to amend a **SOLE SOURCE** agreement (PO# 1043918) with the Acton Wakefield Watersheds Alliance, Union, NH, (VC # 159666) for the *Province Lake Watershed Management Plan Implementation Phase 1: Addressing High Priority Actions and Building Local Capacity* project by: a) increasing the Grant Limitation to \$98,100 from \$75,100; b) increasing the non-Federal matching funds required to \$65,433 from \$50,092; and, c) by adding new tasks to the project scope, effective upon Governor and Council approval through December 31, 2017. The original agreement was approved by Governor and Council on May 27, 2015, Item #102. 100% Federal Funds.

Funding is available in the account as follows:

	<u>FY 2016</u>
03-44-44-442010-2035-072-500575	\$23,000
Dept. Environmental Services, NPS Restoration Program, Grants-Federal	

EXPLANATION

This Amendment is considered **SOLE SOURCE** because it represents a greater than ten percent increase in the original grant amount. The Grantee is the only organization that could complete the additional work because the new work builds upon on-going activities under an existing approved scope of work and quality assurance document. Selecting another grantee to complete the additional needed work would be logistically and financially untenable. NHDES is requesting this Amendment to add funds to cover additional costs and support additional tasks associated with an increase in the scope of the project's stormwater management activities. The additional funding and tasks are needed because the stormwater issues which are contributing pollutant loads to the lake have been determined to be more complex and difficult to solve than was initially understood. Therefore, additional work is needed to design and construct practices that will most effectively reduce phosphorus and sediment loading to the lake. A copy of the original agreement is included as Attachment B.

Province Lake is listed on NHDES's 2012 303(d) list as impaired for Aquatic Life Use due to low pH, high levels of chlorophyll-a, and elevated total phosphorus. It is also listed as impaired for Primary Contact Recreation (swimming) due to reoccurring cyanobacteria blooms. Since 2010, there has been an increasing prevalence of documented cyanobacteria blooms in localized areas within Province Lake. Since some forms of cyanobacteria are toxic to people as well as other animals, these blooms have resulted in recent warnings for targeted areas along the shore to protect the public. The Province Lake

Watershed Management Plan (PLWMP) recommends reducing phosphorus loading to the lake by 25 percent in order to achieve the target in-lake phosphorus concentrations, and reduce the occurrence of cyanobacteria blooms. Ultimately, the goal is to reduce pollutant loading such that the lake achieves water quality standards and can be removed from the 303(d) list.

This project includes implementation of on-the-ground actions to reduce sources of pollutant loading to Province Lake. The PLWMP identifies stormwater runoff as a main contributor of phosphorus and sediment to the lake. To address this source of pollutant loading, the watershed plan recommends implementation of stormwater management practices to reduce stormwater runoff from residential properties, municipal roads, and private gravel roads. By implementing these control practices, pollutant loads to the lake will be reduced.

The revised total project costs are budgeted at \$163,533. DES will provide \$98,100 (60%) of the project costs through a federal grant and the Acton Wakefield Watersheds Alliance will provide the remaining costs through cash and in-kind services. An amended budget breakdown is provided in Attachment A. In the event that Federal Funds become no longer available, General Funds will not be requested to support this program. The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.

  
Thomas S. Burack, Commissioner

**Agreement for Services with the Acton Wakefield Watersheds Alliance, Inc.**  
**Amendment No. 1**

This Agreement (hereinafter called the "Amendment") dated this 30th day of March, 2016, 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 Acton Wakefield Watersheds Alliance, Inc., acting by and through its Executive Director, Linda Schier (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council on May 27, 2015, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

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

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

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
  - (A) The Grant Limitation as set forth in sub-paragraph 1.8 of the agreement shall be changed from \$75,100 to \$98,100.
  - (B) The Total Match Cost Documentation as set forth in Exhibit B, Paragraph 1 shall be changed from \$50,092 to \$65,433.
  - (C) The Scope of Services as set forth in Exhibit A shall be changed as follows:  
Add the following Objective, Measures of Success, Deliverables, and Tasks:  
  
**Objective 10:** Reduce stormwater runoff from Towle Farm Road.  
*Measures of Success:* Stormwater management practices have been designed and installed to reduce runoff and pollutant loading from Towle Farm Road.  
  
**Deliverable 10:** Photo-documentation of stormwater installations, signed operations and maintenance (O & M) agreement and Pollutant Control Report (PCR) for the installations.  
  
Task 27: Meet with representatives of the Towle Farm Road Association to select one to four stormwater management practices for installation as described in the "Towle Farm Road Management Plan".  
Task 28: Develop project timeline; following DES approved methods, procure materials and labor and equipment for construction.  
Task 29: Install selected stormwater management practices.  
Task 30: Submit photo-documentation of stormwater installations, signed O & M agreement, and PCR to NH DES.
  - (D) The Contract Price and Method of payment as set forth in Exhibit B shall be changed as follows:

BS  
4/16/16

<b>Task Description</b>	<b>Original Payment</b>	<b>Revised Payment</b>	<b>Difference</b>
Upon completion and DES approval of Task 1	\$700	\$700	\$0
Upon completion and DES approval of Task 2	\$2,000	\$2,000	\$0
Upon completion and DES approval of Task 3	\$1,800	\$1,800	\$0
Upon completion and DES approval of Task 4	\$1,500	\$1,500	\$0
Upon completion and DES approval of Task 5	\$3,000	\$3,000	\$0
Upon completion and DES approval of Task 6	\$2,500	\$2,500	\$0
Upon completion and DES approval of Task 7	\$4,500	\$4,500	\$0
Upon completion and DES approval of Task 8	\$1,100	\$1,100	\$0
Upon completion and DES approval of Task 9	\$2,900	\$10,900	\$8,000
Upon completion and DES approval of Task 10	\$8,000	\$8,000	\$0
Upon completion and DES approval of Task 11	\$800	\$800	\$0
Upon completion and DES approval of Task 12	\$400	\$400	\$0
Upon completion and DES approval of Task 13	\$5,500	\$5,500	\$0
Upon completion and DES approval of Task 14	\$400	\$400	\$0
Upon completion and DES approval of Task 15	\$350	\$350	\$0
Upon completion and DES approval of Task 16	\$21,000	\$31,000	\$10,000
Upon completion and DES approval of Task 17	\$15,000	\$15,000	\$0
Upon completion and DES approval of Task 18	\$100	\$100	\$0
Upon completion and DES approval of Tasks 19 and 20	\$1,200	\$1,200	\$0
Upon completion and DES approval of Task 21	\$500	\$500	\$0
Upon completion and DES approval of Task 22	\$200	\$200	\$0

Initial LPB  
 Date 4/6/16

Upon completion and DES approval of Task 23	\$250	\$250	\$0
Upon completion and DES approval of Task 24	\$200	\$200	\$0
Upon completion and DES approval of Tasks 25 and 26	\$1,200	\$1,200	\$0
Upon completion and DES approval of Tasks 27 and 28	n/a	\$3,750	\$3,750
Upon completion and DES approval of Task 29	n/a	\$1,000	\$1,000
Upon completion and DES approval of Task 30	n/a	\$250	\$250
<b>TOTALS</b>	<b>\$75,100</b>	<b>98,100</b>	<b>\$23,000</b>

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 4.6.16  
 Date 1/28

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

Acton Wakefield Watersheds Alliance, Inc.

By Linda Schier  
Linda Schier, Executive Director

STATE OF NEW HAMPSHIRE  
COUNTY OF CARROLL

On this the <sup>6<sup>th</sup></sup> ~~date~~ day of <sup>April</sup> ~~month~~, 2016, before the undersigned officer, personally appeared Executive Director, Linda Schier who acknowledged herself to be the person who executed the foregoing instrument for the purpose therein contained.

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

Beryl L. Donovan  
enter name notary public/JOP, select title

My Commission Expires: date

**BERYL L. DONOVAN**  
Notary Public - New Hampshire  
My Commission Expires April 23, 2019

THE STATE OF NEW HAMPSHIRE  
Department of Environmental Services

By Thomas S. Burack  
Thomas S. Burack, Commissioner

Approved by Attorney General this 28<sup>th</sup> day of June, 2016 as to form, substance & execution.

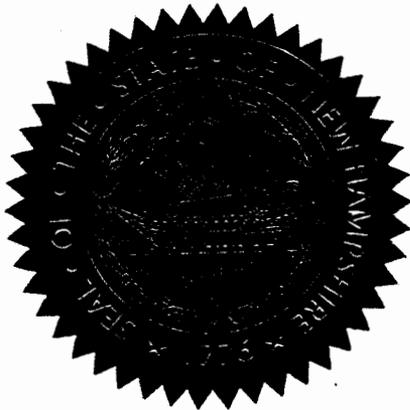
OFFICE OF ATTORNEY GENERAL

By Laura J. Naether  
Laura J. Naether  
Sr. Assistant Attorney General

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 Acton Wakefield Watersheds Alliance, Inc is a New Hampshire nonprofit corporation formed October 3, 2005. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 14<sup>th</sup> day of April A.D. 2016

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

William M. Gardner  
Secretary of State

- Search
- By Business Name
- By Business ID
- By Registered Agent
- Annual Report
- File Online
- Guidelines
- Name Availability
- Name Appeal Process

**Date:** 5/18/2016 **Filed Documents**  
 (Annual Report History, View Images, etc.)

**Business Name History**

Name	Name Type
Acton Wakefield Watersheds Alliance, Inc	Legal

**Non-Profit Corporation - Domestic - Information**

<b>Business ID:</b>	545180
<b>Status:</b>	Good Standing
<b>Entity Creation Date:</b>	10/3/2005
<b>Principal Office Address:</b>	254 Main Street Union NH 03887
<b>Principal Mailing Address:</b>	254 Main StreetPO Box 235 Union NH 03887
<b>Expiration Date:</b>	Perpetual
<b>Last Annual Report Filed Date:</b>	10/1/2015 9:50:21 AM
<b>Last Annual Report Filed:</b>	2015

**Registered Agent**

<b>Agent Name:</b>	
<b>Office Address:</b>	No Address
<b>Mailing Address:</b>	No Address

**Important Note:** The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

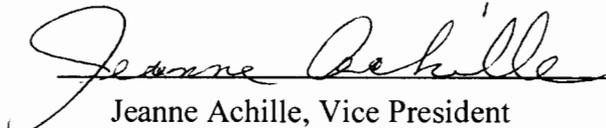
CERTIFICATE of AUTHORITY

I, Jeanne Achille, Vice President of the Acton Wakefield Watersheds Alliance, Inc., do hereby certify that:

- (1) I am the duly elected Vice President;
- (2) at the meeting held on April 5, 2016, the Acton Wakefield Watersheds Alliance voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Acton Wakefield Watersheds Alliance further authorized the Executive Director 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:

Linda B. Schier

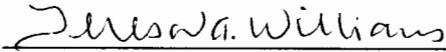
IN WITNESS WHEREOF, I have hereunto set my hand as the Vice President of the Acton Wakefield Watersheds Alliance, this 11 day of May, 2016.

  
 \_\_\_\_\_  
 Jeanne Achille, Vice President

STATE OF NEW HAMPSHIRE  
 County of Carroll

On this the 11<sup>th</sup> day of May, 2016, before me Teresa A. Williams the undersigned officer, personally appeared Jeanne Achille who acknowledged him/herself to be the Vice President of the Acton Wakefield Watersheds Alliance being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

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

Commission Expiration Date:

TERESA A. WILLIAMS, Notary Public  
 My Commission Expires 4-9-2019



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/31/2016

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

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

<b>PRODUCER</b> E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	<b>CONTACT NAME:</b> Fairley Kenneally <b>PHONE (A/C, No, Ext):</b> (603) 293-2791 <b>FAX (A/C, No):</b> (603) 293-7188 <b>E-MAIL ADDRESS:</b> fairley@esinsurance.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A Philadelphia Insurance Co</td> <td></td> </tr> <tr> <td>INSURER B Technology Insurance Co</td> <td>42376</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> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A Philadelphia Insurance Co		INSURER B Technology Insurance Co	42376	INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
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INSURER B Technology Insurance Co	42376													
INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
<b>INSURED</b> Acton-Wakefield Watersheds Alliance P O Box 235 Union NH 03887														

**COVERAGES**                      **CERTIFICATE NUMBER: 2016**                      **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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:			PHPK1497770	6/1/2016	6/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB541269	6/1/2016	6/1/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
B	<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 <input checked="" type="checkbox"/> N    N/A	TWC3533078	3/31/2016	3/31/2017	PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

<b>CERTIFICATE HOLDER</b>  NHDES 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  F Kenneally/FAIRLE <i>Fairley Kenneally</i>
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**Attachment A**  
**Amended Budget Estimate**

<b>Budget Item</b>	<b>Original s319 Grant Funding</b>	<b>Grant Amendment Increase</b>	<b>Totals</b>
Salaries & Wages	\$22,500.00	\$0.00	\$22,500.00
Travel and Training	\$1,400.00	\$0.00	\$1,400.00
Contractual	\$27,100.00	\$14,000.00	\$41,100.00
Supplies	\$1,100.00	\$0.00	\$1,100.00
Printing and meeting materials	\$0.00	\$0.00	\$0.00
Construction	\$23,000.00	\$9,000.00	\$32,000.00
<b>Totals</b>	<b>\$75,100.00</b>	<b>\$23,000.00</b>	<b>\$98,100.00</b>

**Attachment B**  
**Copy of Original Grant Agreement**



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

**Thomas S. Burack, Commissioner**

*Jeff Marcoux*



April 8, 2015

APPROVED G & C

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

DATE 5/27/15  
ITEM # 102

REQUESTED ACTION

Authorize the Department of Environmental Services to enter into an agreement with Acton Wakefield Watersheds Alliance, Inc., Union, NH (VC # 159666) in the amount of \$75,100 to complete the *Province Lake Watershed Management Plan Implementation Phase 1: Addressing High Priority Actions and Building Local Capacity* project, effective upon Governor and Council approval through December 31, 2017. 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 2015  
\$75,100

EXPLANATION

The Department of Environmental Services (DES) issued a Request For Proposals (RFP) for the 2015 Watershed Assistance Grants program. Twenty proposals were received. The proposals were ranked based on the criteria included in the RFP: water quality improvement or protection; cost/benefit ratio; local capacity to complete the project; relative value or significance of the water body; and, general quality and thoroughness of the proposal. Based on results of the selection process and available federal grant funding levels, the fourteen highest ranked projects were selected to receive funding. Please see Attachment B for a list of project rankings and review team members.

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

Province Lake is listed on DES's 2012 303(d) list as impaired for Aquatic Life Use due to low pH, high levels of chlorophyll-a, and elevated total phosphorus. It is also listed as impaired for Primary Contact Recreation (swimming) due to recurring cyanobacteria blooms. Since 2010, there has been an increasing

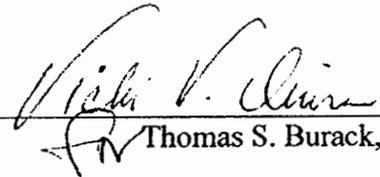


prevalence of documented cyanobacteria blooms in localized areas within Province Lake. Since some forms of cyanobacteria are toxic to people as well as other animals, these blooms have resulted in recent warnings for targeted areas along the shore to protect the public. The Province Lake Watershed Management Plan recommends reducing phosphorus loading to the lake by 25% in order to achieve the target in-lake phosphorus concentrations, and reduce the occurrence of cyanobacteria blooms.

This phase of the project will implement a range of actions to reduce pollution to the lake including: cost-sharing replacement of old and malfunctioning wastewater treatment systems; mitigating high priority erosion issues through the Youth Conservation Corps and cost-share program; installing stormwater management practices on road sites identified in the Province Lake Watershed Survey; supporting outreach efforts to encourage strengthened stormwater management practices in Wakefield and Effingham; working with boaters to make connections between boating practices and water quality; and, enhancing the Province Lake Association's water quality monitoring program. Implementation of the watershed-based plan recommendations will result in improved water quality and will be verified through continued water quality monitoring and calculating phosphorus reductions to the lake.

The total project costs are budgeted at \$125,192. DES will provide \$75,100 (60%) of the project costs through a federal grant and Acton Wakefield Watersheds Alliance, Inc. will provide the remaining costs through cash and in-kind services. A budget breakdown is provided in Attachment A. In the event that Federal Funds become no longer available, General Funds will not be requested to support this program. The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.

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

FILE

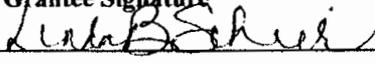
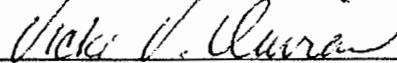
## GRANT AGREEMENT

Subject: Province Lake Watershed Management Plan Implementation Phase 1: Addressing High Priority Actions and Building Local Capacity

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

### GENERAL PROVISIONS

#### 1. IDENTIFICATIONS AND DEFINITIONS

<b>1.1 State Agency Name</b> Department of Environmental Services		<b>1.2 State Agency Address</b> 29 Hazen Drive Concord, NH 03301	
<b>1.3 Grantee Name</b> Acton Wakefield Watersheds Alliance, Inc.		<b>1.4 Grantee Address</b> 254 Main St., PO Box 235 Union, NH 03887	
<b>1.5 Effective Date</b> Upon G&C approval	<b>1.6 Completion Date</b> December 31, 2017	<b>1.7 Audit Date</b> N/A	<b>1.8 Grant Limitation</b> \$75,100
<b>1.9 Grant Officer for State Agency</b> Eric Williams, Watershed Assistance Section Supervisor		<b>1.10 State Agency Telephone Number</b> 603-271-2358	
<b>1.11 Grantee Signature</b> 		<b>1.12 Name &amp; Title of Grantee Signor</b> LINDA B SCHIER, EXEC DIR	
<b>1.13 Acknowledgment:</b> State of New Hampshire, County of <u>Carroll</u> On <u>3/24/2015</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>ANGIE M. CASPERONIS, Notary Public</b> My Commission Expires September 28, 2016	
<b>1.13.2 Name &amp; Title of Notary Public or Justice of the Peace</b> Angie Casperonis - Notary			
<b>1.14 State Agency Signature(s)</b> 		<b>1.15 Name/Title of State Agency Signor(s)</b>  Thomas S. Burack, Commissioner	
<b>1.16 Approval by Attorney General's Office (Form, Substance and Execution)</b>			
By: 		Attorney, On: <u>5/1/2015</u>	
<b>1.17 Approval by the Governor and Council</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"), 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 of employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

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

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

**16. INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee of Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

**17. INSURANCE AND BOND.**

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the

benefit of the State, the following insurance:

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

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

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

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

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

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

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

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

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

## Exhibit A Scope of Services

The Acton Wakefield Watersheds Alliance, Inc. shall perform the following tasks as described in the detailed proposal titled Province Lake Watershed Management Plan Implementation Phase 1: Addressing High Priority Actions and Building Local Capacity Project, submitted by the Acton Wakefield Watersheds Alliance, Inc., dated November 12, 2014:

**Objective 1:** All project management tasks will have been completed in a timely and accurate manner. Measures of Success: All required reports are submitted in a timely manner, match documentation is detailed and verified, funding is secured to meet project demands.

**Deliverable 1:** Semi-annual and final reports, payment requests.

Task 1: Submit electronic semi-annual reports documenting all work performed during the project periods as follows:

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

The semi-annual reports must include a Pollutants Controlled Report when structural BMPs have been implemented during the reporting period.

Task 2: Complete project management, financial tracking and documentation. Track all project match (including labor, in-kind donations, etc.) and procurements made with grant funds or match. Submit documentation with payment requests.

Task 3: Submit a comprehensive final report to DES on or before the project completion date. The final report shall include load reduction estimates, photo-documentation of installed system components, and comply with the DES and EPA requirements found in the final report guidance document on the DES Watershed Assistance Section webpage.

**Objective 2:** The project Steering Committee, including stakeholders representing the varied interests in the Province Lake watershed, will have been actively engaged in the project and the Project Management Team will have communicated regularly and efficiently to ensure project success. Measures of Success: Steering committee represents all stakeholder interests and communication leads to successful project completion.

**Deliverable 2:** Minutes of at least four steering committee meetings.

Task 4: Conduct steering committee meetings. Hold at least four steering committee meetings during the project period, and communicate regularly throughout the project period.

**Objective 3:** The phosphorus loading to Province Lake from shoreland runoff will be reduced by approximately 21 pounds per year.

Measures of Success: The AWWA Program Manager will have performed at least 20 technical assistance (TA) visits, the Youth Conservation Corps (YCC) will have installed BMPs on at least eight shoreland sites, including 50 feet of riparian buffer at the golf course, and at two high priority residential sites requiring professional designs to address stormwater problems..

**Deliverable 3:** Provide a summary table to DES indicating TA visit details, photo documentation, signed operations and maintenance (O&M) agreements, and pollutant load reductions of YCC and cost-share projects.

Task 5: Shoreland technical assistance. Meet with at least 20 landowners to offer technical assistance with shoreland landscaping issues.

Task 6: YCC project planning. Select projects, Obtain signed Letters of Agreements and permits for at least eight project sites including the Province Lake Golf Club (PLGC).

Task 7: YCC Project Implementation. Install BMPs on at least eight project sites including a minimum 50-foot riparian buffer at PLGC. Obtain signed O&M agreements, and complete photo documentation and project host surveys.

Task 8: YCC Season reports. Develop two YCC season reports.

Task 9: Professional landscape designs for stormwater BMPs. Following State and Federally approved procurement procedures, contract with a landscape architect to complete designs and provide O&M agreements for two residential properties needing professional designs to address stormwater problems.

Task 10: Stormwater BMP implementation. Following State and Federally approved procurement procedures, contract with landscapers to install designed project. Obtain signed O&M agreements for the BMPs.

Task 11: Stormwater BMP management. Meet with landowners as needed to ensure project success.

**Objective 4:** Twenty high risk septic systems within the Province Lake watershed will have been identified, ten will be evaluated and three will agree to cost-share upgrades should future grant funds become available, a neighborhood pump out program will have been carried out and options for outhouse upgrades will have been determined.

Measures of Success: Success will be indicated with the identification of 20 high risk septic systems, 10 landowners opting for septic evaluations, the participation of at least 20 landowners in neighborhood pump out programs and options for outhouse upgrades have been presented to the campgrounds.

**Deliverable 4:** Ten septic system evaluations, three landowner agreements for cost-share upgrades should future grant funds become available, a table indicating septic pump-out participation, and a report on outhouse upgrade options and presentation details.

Task 12: Group discounts for pump-outs. Identify neighborhoods, make arrangements with a licensed septage hauler, and contact residents to encourage participation.

Task 13: High risk systems for evaluation. Identify high risk systems based on septic survey results including proximity to lake, age of system, slope and maintenance practices. Offer free evaluations to at least 10 identified property owners with the goal of identifying at least three who will agree to upgrade their systems if assistance from a future grant becomes available.

Task 14: Upgrade plan for Phase 2. Research options for upgrade for outhouse systems and present those options to residents of MacDougall Field.

**Objective 5:** The Province Lake Road Management Plan for Bonnyman Rd and Route 153 result in implementation at two sites on Bonnyman Road and development of an accepted management plan for Route 153. Measures of Success: The Province Lake Road Management Plan for Bonnyman Rd and Route 153 is published. Recommendations for Bonnyman Road are presented to the Wakefield and/or Effingham selectmen resulting in implementation of at least two of the recommendations.

Recommendations for Route 153 are presented at a public forum that is attended by stakeholders resulting in an accepted implementation plan for Phase 2. Pollutant load calculations at two implementation sites on Bonnyman Road.

**Deliverable 5:** The Province Lake Road Management Plan for Bonnyman Road and Route 153, photo documentation, O&M agreements and pollutant load reductions for two sites on Bonnyman Road.

Task 15: Request for Qualifications (RFQ). Develop and coordinate the issuance of an RFQ for engineering for the Bonnyman Road and Route 153 Road Management Plan. Draft documents and solicitation must be approved by DES prior to issuance.

Task 16: Coordinate with the selected engineer to perform site visits and consult relevant existing literature and design sources to develop the Road Management Plan. Prioritize critical areas and proposed BMP solutions based on estimated sediment reduction and estimated BMP cost. Present the Bonnyman Road recommendations to Effingham and Wakefield Boards of Selectmen to plan implementation. Present the Route 153 recommendations to the ME and NH DOTs and stakeholders in a facilitated forum. Develop shovel-ready plans for at least two sites on Bonnyman Road and deliver conceptual plans for the Maine section of Route 153.

Task 17: Bonnyman Road BMPs. Coordinate with the Towns of Wakefield and Effingham to implement the recommended actions on at least two sites (total) along Bonnyman Road, and obtain signed O&M agreements for the practices implemented at those sites.

Task 18: Route 153 forum. Present the conceptual Route 153 plans and identify next steps to the ME & NH DOTs and stakeholders at a facilitated forum and identify next steps for implementation.

**Objective 6:** At least one forest management plan has been developed for a parcel larger than ten- acres in the Province Lake watershed.

Measures of success: At least ten large parcel landowners within the Province Lake watershed attended a workshop "Your Land, Clean Water, Your Legacy" presented by AWWA and local land conservation organizations, to learn about forest management and land conservation opportunities.

**Deliverable 6:** Documentation of the workshop presentations, attendees, process to identify landowners and evidence of post workshop results.

Task 19: Forest management workshop. Coordinate conservation partners to conduct a workshop for properties larger than ten-acres within the Province Lake watershed. Discuss opportunities for management of their properties including forest management plans, conservation options and the benefits of forested landscapes.

**Objective 7:** A suite of outreach tools, developed to enhance the connections between land use and water quality, has been delivered resulting in increased interest in lake friendly activities and resources.

Measures of success: Twenty people complete the shoreland landscape self-assessment quiz, lake friendly boating brochures have been distributed at the boat launch and by mail, twenty people attend the beach clean-up and the results of the BMP tracking tool are published on the PLA website which documents increased traffic.

**Deliverable 7:** Quiz analysis, lake-friendly boating brochure, beach clean-up report, BMP tracking tool report.

Task 20: Outreach tools. Develop a suite of outreach tools to enhance the connections between land use and water quality. Distribute online and paper versions of a shoreland landscape self-assessment quiz, a lake-friendly boating brochure and a Province Lake specific BMP brochure. Develop and utilize a BMP tracking tool, and continue updating and managing the PLA website.

Task 21: Beach clean-ups. Conduct annual beach clean-ups along the Route 153 beach.

**Objective 8:** Pollutant Load Reduction Estimates are submitted in a timely manner.

Measures of success: Pollutants Controlled Reports (PCR) are completed and delivered to DES.

**Deliverable 8:** Two PCRs, and the Site Specific Project Plan (SSPP)

Task 22: Develop a SSPP for BMP load reduction modeling. Provide a draft SSPP, and the final signed SSPP to DES for review and approval prior to modeling the load reductions.

Task 23: Residential load estimates. Calculate pollutant load estimates for the YCC BMPs implemented under Task 7, and the Cost-Share BMP implementations completed under Task 10. Record results on a PCR and submit the PCR to DES.

Task 24: Road load estimates. Calculate pollutant load estimates for the Bonnyman Road BMP installations. Record results on a PCR and submit the PCR to DES.

**Objective 9:** Monitors have conducted lake monitoring with the UNH Lakes Lay Monitoring Program (LLMP) with the addition of color and nitrogen parameters. Tributary monitoring has been conducted on at least four inflowing sites for standard Volunteer River Assessment Program (VRAP) parameters plus phosphorus and bacteria at hot spots.

Measures of Success: Suitable volunteers have been recruited for monitoring teams, samples have been analyzed by UNH and DES, and reports have been generated.

**Deliverable 9:** Annual water quality reports from UNH LLMP and DES VRAP

Task 25: Lake Monitoring. Coordinate continued volunteer lake monitoring with the addition of color and nitrogen parameters following the approved UNH LLMP Quality Assurance Project Plan (QAPP).

Task 26: Tributary monitoring. Coordinate tributary monitoring on at least four inflowing sites for standard VRAP parameters plus phosphorus and bacteria at hot spots following the DES VRAP approved QAPP.

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

#### **Quality Assurance**

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

#### **Outreach Materials**

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

#### **Operations and Maintenance**

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

life estimation completed by an engineer, the design life of that practice shall be estimated to be ten years.

Operation includes the administration, management, and performance of non-maintenance actions needed to keep the completed practice safe and functioning as intended. Maintenance includes work to prevent deterioration of the practice, repairing damage, or replacement of 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 DES reserve the right to periodically inspect a practice during the life span of the project to ensure that operation and maintenance are occurring. If it is determined that the participants are not operating and maintaining these practices in an appropriate manner, DES may request a refund for that practice supported by the grant.

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

All services shall be performed to the satisfaction of DES before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of an associated invoice. In the event that the grantee has not completed a timely submittal of reports as specified in Exhibit A, all payments will be suspended until those reports are submitted, and approved by DES. Documentation of match costs (including the value of volunteer labor) shall be provided with each payment request. The final invoice shall include total match cost documentation of \$50,092. Payment shall be made in accordance with the following schedule based upon completion of specific tasks described in Exhibit A:

Upon completion and DES approval of Task 1	\$700
Upon completion and DES approval of Task 2	\$2,000
Upon completion and DES approval of Task 3	\$1,800
Upon completion and DES approval of Task 4	\$1,500
Upon completion and DES approval of Task 5	\$3,000
Upon completion and DES approval of Task 6	\$2,500
Upon completion and DES approval of Task 7	\$4,500
Upon completion and DES approval of Task 8	\$1,100
Upon completion and DES approval of Task 9	\$2,900
Upon completion and DES approval of Task 10	\$8,000
Upon completion and DES approval of Task 11	\$800
Upon completion and DES approval of Task 12	\$400
Upon completion and DES approval of Task 13	\$5,500
Upon completion and DES approval of Task 14	\$400
Upon completion and DES approval of Task 15	\$350
Upon completion and DES approval of Task 16	\$21,000
Upon completion and DES approval of Task 17	\$15,000
Upon completion and DES approval of Task 18	\$100
Upon completion and DES approval of Tasks 19 and 20	\$1,200
Upon completion and DES approval of Task 21	\$500
Upon completion and DES approval of Task 22	\$200
Upon completion and DES approval of Task 23	\$250
Upon completion and DES approval of Task 24	\$200
Upon completion and DES approval of Tasks 25 and 26	<u>\$1,200</u>
<b>Total</b>	<b>\$75,100</b>

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

## Exhibit C Special Provisions

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

Federal Funds paid under this agreement are from a Grant Agreement to the State from the US Environmental Protection Agency, NPS Implementation Grant under CFDA # 66.460. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing DES with their Data Universal Numbering System (DUNS) number.

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

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

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

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

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

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

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

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

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

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

i. Ensure that every subcontract includes provisions for compliance with Federal and State standards applicable to the contract;

ii. Ensure that every subcontract includes any clauses required by Federal statute and executive orders

and their implementing regulations; and

iii. Ensure that subcontractors are aware of requirements imposed upon them by State and Federal statutes and regulations.

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

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

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

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

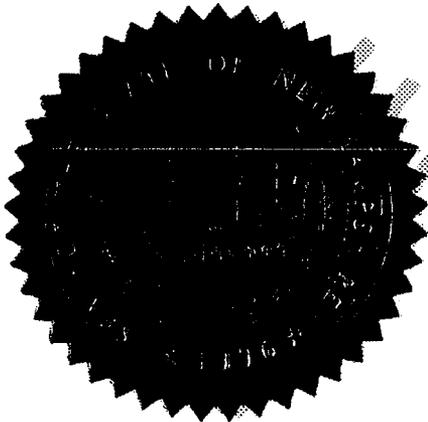
- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such 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) **Federal Funding Accountability and Transparency Act (FFATA).** The Grantee shall comply with the terms of the FFATA by providing DES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data as required under the FFATA. The Grantee's DUNS number is 807337279.

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 Acton Wakefield Watersheds Alliance, Inc is a New Hampshire nonprofit corporation formed October 3, 2005. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2<sup>nd</sup> day of April, A.D. 2015

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

William M. Gardner  
Secretary of State

CERTIFICATE of AUTHORITY

I, Jeanne Achille, Vice President of the Acton Wakefield Watersheds Alliance, Inc., do hereby certify that:

- (1) I am the duly elected Vice President;
- (2) at the meeting held on January 22, 2015, the Acton Wakefield Watersheds Alliance voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Acton Wakefield Watersheds Alliance further authorized the Executive Director 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:

Linda B. Schier

IN WITNESS WHEREOF, I have hereunto set my hand as the Vice President of the Acton Wakefield Watersheds Alliance, this 24<sup>th</sup> day of March, 2015.

Jeanne Achille  
\_\_\_\_\_  
Jeanne Achille, Vice President

STATE OF NEW HAMPSHIRE

County of Carroll

On this the 24 day of March, 2015, before me Angie Casperonis the undersigned officer, personally appeared Jeanne Achille who acknowledged herself to be the Vice President of the Acton Wakefield Watersheds Alliance 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.

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

Commission Expiration Date:

(Seal)

ANGIE M. CASPERONIS, Notary Public  
My Commission Expires September 28, 2016





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/24/2015

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

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

<b>PRODUCER</b> E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425		<b>CONTACT NAME:</b> Fairley Kenneally <b>PHONE (A/C No. Ext):</b> (603) 293-2791 <b>FAX (A/C No.):</b> (603) 293-7188 <b>E-MAIL ADDRESS:</b> fairley@esinsurance.com															
<b>INSURED</b> ACTON WAKEFIELD WATERSHEDS ALLIANCE PO BOX 235 UNION NH 03887		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A Hartford Casualty Insurance Co</td> <td>29424</td> </tr> <tr> <td>INSURER B Hartford Underwriters Insuranc</td> <td>30104</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 Hartford Casualty Insurance Co	29424	INSURER B Hartford Underwriters Insuranc	30104	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES CERTIFICATE NUMBER: 2015 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 INSR	SUBR YR/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			04SBAV04717	6/1/2014	6/1/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/POP AGG \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N n	04WECD07931	3/31/2015	3/31/2016	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

<b>CERTIFICATE HOLDER</b> 271-7894 NHDES Watershed Assistance Jeff Marcoux 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 F Kenneally/FAIRLE <i>Fairley Kenneally</i>
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**Attachment A  
Budget Estimate**

<b>Budget Item</b>	<b>s319 Grant Funding</b>	<b>Non-Federal Matching Funds</b>
Salaries & Wages	\$22,500.00	\$25,000.00
Supplies	\$1,100.00	\$2,500.00
Travel and Training	\$1,400.00	\$500.00
Contractual	\$27,100.00	\$4,000.00
Misc. (postage, printing)	\$0.00	\$0.00
Construction	\$23,000.00	\$18,092.00
<b>Total Project Cost</b>	<b>\$75,100.00</b>	<b>\$50,092.00</b>

FILE COPY

### Attachment B: 2015 Watershed Assistance and Restoration Grant Ranking

Organization	Project Name	Reviewer A	Reviewer B	Reviewer C	Reviewer D	Reviewer E	Reviewer F	Average Score	Rank
Town of Exeter	Exeter River Restoration Implementation of the Great Dam Removal Project	130	123	116	134	134	131	128.00	1
Town of Rye	Implementation of Parsons Creek Watershed Restoration Plan - Phase 2	127	130	119	129	120	88	118.83	2
Town of Wolfeboro	Rust Pond Watershed Restoration Plan Implementation Phase 2: Sites 1, 3, and 4 Stormwater BMPs	123	126	99	109	128	121	117.67	3
City of Laconia	Meredith Paugus and Saunders Bay Implementation Project - Phase 1: Wiers Beach	114	123	106	117	125	120	117.50	4
Babooic Lake Association	Babooic Lake Watershed Management Plan Implementation Phase 3: Stormwater Improvements at Site #14, Carter Road	121	126	108	117	96	123	115.17	5
UNH	Great Bay Nitrogen NPS Study Implementation Phase 1 Sagamore-Hampton Golf Club BMPs	113	125	110	123	85	110	111.00	6
UNH Stormwater Center	Great Bay Estuary Municipal Bioremediation Education, Resource Development and Implementation Phase II	115	108	106	117	133	85	110.87	7
Green Mountain Conservation Group	Ossipee Lake Watershed Management Plan Phase 2: A Watershed Plan for the Ossipee Lake Shoreline and Lovell River Watersheds	112	113	118	103	105	100	108.17	8
Acton Wakefield Watersheds Alliance	Province Lake Watershed Management Plan Implementation Phase 1: Addressing High Priority Actions and Building Local Capacity	118	122	119	121	115	107	117.17	9
Cobbetts Pond Improvement Association	Cobbetts Pond Restoration Plan Implementation III - Summer Street Area	102	123	118	112	117	117	114.83	10
New Hampshire Rivers Council	McQuesten Brook Geomorphic and Watershed Restoration Plan Phase 4 Stream Crossing Removal and Replacement and Construction	111	112	112	121	n/a	117	114.80	11
City of Rochester	Stormwater Management and Assessment Opportunities for the Willow Brook Watershed Implementation - Stormwater Improvements for the Western/Adams Neighborhood	96	112	91	112	118	94	103.83	12
Southwest Regional Planning Commission	Lake Warren Watershed Management Plan Development and Implementation Phase 1	88	100	98	90	64	101	90.17	13
Messer Pond Protective Association	Messer Pond Watershed-based Implementation Plan	88	84	91	72	77	69	76.50	14
Town of Northumberland	Northumberland Cemetery Connecticut River Bank Stabilization	77	84	87	63	63	75	74.83	Not selected
Town of Hampton	Nilus Brook and Meadow Pond Restoration Project Phase II - Final Design and Permitting	87	67	80	46	82	54	69.33	Not selected
Enfield Conservation Commission	Crystal Lake Watershed Management Plan Development	24	38	30	51	19	52	35.67	Not selected
Laconia Conservation Commission	Black Brook Water Quality Improvements at Paugus Bay	35	35	48	32	10	38	33.00	Not selected
Geosyntec Consultants Et al	Watershed Integration for the Squemack/Exeter (WISE) Implementation Phase I: Design, Feasibility and Outreach in the Watershed	112	107	114	109	121	101	110.67	Ineligible for funding under s319
UNH Stormwater Center	Great Bay Waterbody/Watershed Nitrogen NPS Study Implementation Phase 2 UNH BMPs to Reduce Nitrogen	121	112	104	113	131	103	114.00	Withdrawn by applicant

#### Review Team Members

Name	Qualifications
Steve Landry	16 years experience, Merrimack Watershed Coordinator, aquatic biologist, project management, Merrimack watershed expertise
Jeff Marcoux	11 years experience, Watershed Assistance Specialist, grant and contract expertise
Barbara McMillan	12 years Watershed Assistance Outreach Coordinator, outreach and education expertise, Coastal Watershed Coordinator, project management, Coastal watershed expertise
Sally Soule	20+ years experience, Watershed Coordinator, budgeting, planning expertise
Wendy Waskin	23 years experience, Watershed Assistance Section Supervisor, environmental planner, general project management expertise, WAS section and 319 program supervisor.
Eric Williams	