



The State of New Hampshire FEB 26 '20 AM 9:37 DAS
Department of Environmental Services



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Robert R. Scott, Commissioner

February 10, 2020

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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (DES) to enter into grant agreements with the following entities, totaling \$131,832, to fund exotic aquatic plant control activities, effective upon Governor and Council approval, through December 31, 2020. 100% General Funds.

Vendor Name	Waterbody/Town/State	Vendor #	Grant Amount
Powwow Pond Council, Inc.	Powwow Pond / Kingston / NH	224852-B001	\$17,362
Three Ponds Protective Association	Milton 3 Ponds / Milton / NH	165647-B001	\$16,250
Town of Moultonborough	Lake Winnepesaukee, Lees Pond / Moultonborough / NH	177440-B002	\$81,724
Balch Lake Improvement Committee Inc.	Balch Lake / Wakefield / NH	169644-B001	\$11,050
Balch Lake Improvement Committee Inc.	Woodman & Chicks Ponds / Wakefield / NH	169644-B001	\$5,446
		Grand Total	\$131,832

Funding is available in the account as follows:

03-44-44-442010-1430-073-500580 FY 2020
 Dept. Environmental Services, Lakes Restoration Program, Grants-Nonfederal \$131,832

EXPLANATION

Exotic aquatic plants have been a problem in the above-listed waterbodies for several years. NHDES grant funds in the amounts outlined in the table above are earmarked for management activities to control these exotic aquatic plants in 2020.

The primary purpose of New Hampshire's Exotic Aquatic Plant Program is to "prevent the introduction and further dispersal of exotic aquatic weeds and to manage or eradicate exotic aquatic weed infestations in the surface waters of the state" (RSA 487:17, II).

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

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

DES received 46 requests for funding to control exotic aquatic plant growth in 2020. Each project was selected to receive a grant. The budget estimate for each entity is included as Attachment A in the agreements. Please refer to Attachment B of each agreement for a listing of projects that are identified to receive funding, as well as information on the grant request reviewer.

This agreement was 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

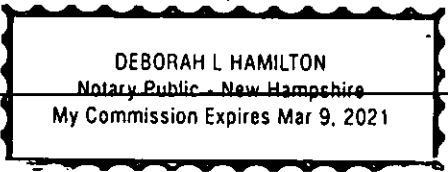
Subject: CONTROL OF INVASIVE AQUATIC PLANT IN 2020 GROWING SEASON

GRANT AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATIONS

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302-0095	
1.3 Grantee Name: Powwow Pond Council, Inc.		1.4 Grantee Address P.O. Box 20 Kingston, NH 03848	
1.5 Effective Date Upon G&C approval	1.6 Completion Date December 31, 2020	1.7 Audit Date N/A	1.8 Grant Limitation \$17,362
1.9 Grant Officer for State Agency Amy P. Smagula		1.10 State Agency Telephone Number (603) 271-2248	
1.11 Grantee Signature <i>Russell Chute</i>		1.12 Name & Title of Grantee Signor Russell Chute, President	
1.13 Acknowledgment: State of New Hampshire, County of Rockingham _____ On <u>1/15/2020</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) <i>Deborah Hamilton</i>			
1.13.2 Name & Title of Notary Public or Justice of the Peace Deborah Hamilton Notary			
1.14 State Agency Signature(s): <i>Robert R. Scott</i>		1.15 Name/Title of State Agency Signor(s) Robert R. Scott, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution)			
By: <i>[Signature]</i>		Attorney, On: <u>2/24/2020</u>	
1.17 Approval by the Governor and Council			
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

1. The Powwow Pond Council, Inc. (PPC) is the grantee for this project. The New Hampshire Department of Environmental Services (NHDES) is referred to as the "state." Amy P. Smagula of the Watershed Management Bureau is the grant officer for the state.
2. Variable milfoil has become a nuisance problem in various portions of Powwow Pond and the grantee is seeking grant funds to assist in control efforts in 2020.
3. The grantee shall ensure that the contractors (selected through a competitive bid process) adhere to the following project-specific tasks:

For herbicide treatment in 2020, the grantee will ensure that SOLitude Lake Management, LLC. performs the following tasks:

- Task 1 Prepare and file Special Permit application with NH DPC (inclusive of the required abutter notifications, publication of newspaper notices and all costs associated with advertising and attending a public hearing, if required).
- Task 2 Perform chemical treatment of the subject waterbody per the bid specifications, inclusive of all labor, chemical, and equipment costs.
- Task 3 Conduct pre- and post-treatment surveys and submit the required written reporting to the State per the bid specifications.
- Task 4 Perform post-treatment herbicide residue sample collection as required by permit.

For the diver work in 2020, the grantee will ensure that the diver(s) perform(s) the following tasks:

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

4. NHDES will provide monetary support up to the amount specified in this document.

Should the cost of the herbicide or diver work be lower than the bids for those projects, remaining grant funds may be used match costs associated with other NHDES approved milfoil control projects in the above referenced waterbody.

Initials: RNC
Date: 1/15/20

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Exhibit B
Grant Amount and Payment Schedule

Payments shall be made by NHDES to the grantee upon approval of stated outputs and verification of the value of completed work through submittal of invoices for services rendered. NHDES will pay the PPC up to \$17,362, within 30 days of receiving a copy of the contractor's invoice(s) for completion of the tasks outlined in #3 above.

The grantee is responsible for paying the contractor.

The billing address shall be as follows:

NH Department of Environmental Services
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095
Attn: Amy Smagula, Watershed Management Bureau
E-mail: Amy.Smagula@des.nh.gov

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

Initials: RNC
Date: 1/15/20



Exhibit C
Special Provisions

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

Initials: RNC
Date: 1/15/20



CERTIFICATE OF AUTHORITY

I, William Wade, Treasurer of the Powwow Pond Council, Inc., do
(Printed Name of Certifying Officer) (Office) (Grantee)

hereby certify that:

- (1) I am the duly elected Treasurer;
(Office)
- (2) at the meeting held on Jan 12, 2020 (via email), the Powwow Pond Council, Inc. voted to accept
(Date) (Organization)
DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Powwow Pond Council, Inc. further authorized the President to execute any
(Organization) (Office of Person Authorized to Sign Grant Agreement)
documents which may be necessary for this contract;
- (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and
remains in full force and effect as of the date hereof; and
- (5) the following person has been appointed to and now occupies the office indicated in (3) above:

Russell Chute
(Printed name of person who signed Grant Agreement)

IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer of
(Office of Certifying Officer)
the Powwow Pond Council, Inc., this 15th day of JANUARY
(Organization)

Will Wade
(Signature of Certifying Officer)



STATE OF New Hampshire 1
County of Rockingham

On this the 15 day of Jan 2020, before me Deborah Hamilton
(Notary Public)

the undersigned officer, personally appeared William Wade who acknowledged
(Printed Name of Certifying Officer)
him/herself to be the Treasurer of the Organization being authorized so to do,
(Office)
executed the foregoing instrument for the purpose therein contained.

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

Deborah Hamilton
(Notary Public Signature)

Commission Expiration Date: DEBORAH L HAMILTON
(Seal) Notary Public - New Hampshire
My Commission Expires Mar 9, 2021

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 POWWOW POND COUNCIL, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 21, 2007. 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; and the attached is a true copy of the list of documents on file in this office.

Business ID: 572854

Certificate Number: 0004761026



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of January A.D. 2020.

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

William M. Gardner
Secretary of State

**Attachment A
Budget Estimates**

HERBICIDE

Item/Service	Cost
Permitting	\$1,920
Treatment (labor, herbicide & posting)	\$29,725
Biological Surveys/Reporting/Sampling	\$4,300
Total	\$35,945*

*NHDES will pay up to 40% of the total project cost. Or \$14,378.

DIVER/DIVER-ASSISTED SUCTION HARVESTING

Item/Service	Cost
8 Days Exotic Aquatic Plant Removal Services and Disposal of Harvested Materials	\$7,460
Total	\$7,460*

*NHDES will pay up to 40% of the total project cost. Or \$2,984.

Attachment B

Waterbody Name	Town	Grant Award
Balch Lake	East Wakefield	11,050.40
Beaver Lake	Derry	\$8,171.20
Big Island Pond	Derry	\$14,265.60
Captains Pond	Salem	\$4,772.00
Cobbetts Pond	Windham	\$10,139.20
Contoocook Lake	Jaffrey & Rindge	\$4,880.00
Crooked Pond	Loudon	\$13,208.00
Danforth Ponds	Freedom	\$18,603.40
Flints Pond	Hollis	\$2,066.40
Forest Lake	Winchester	\$900.00
Glen Lake	Goffstown	\$8,543.20
Gorham Pond	Dunbarton	\$900.00
Horseshoe/Naticook	Merrimack	\$18,571.60
Jones/Downing/Marsh	New Durham/Alton	\$5,680.00
Long Pond	Danville and Kingston	\$8,230.00
Massasecum	Bradford	\$900.00
Melendy/Potanipo	Brookline	\$8,688.00
Milton Three Ponds	Milton	\$16,250.00
Monomonac	Rindge	\$10,204.80
Namaske Lake	Manchester	\$4,940.00
Nashua River	Nashua	\$21,667.20
Northwood Lake	Northwood	\$15,330.00
Opechee	Laconia	\$6,818.00
Ossipee Lake	Ossipee	\$17,153.60
Otter Pond	Greenfield	\$16,548.00
Phillips Pond	Sandown	\$5,000.00
Pine Island Pond	Manchester	\$12,329.20
Post Pond	Lyme	\$13,974.40
Powwow Pond	Kingston & East Kingston	\$17,362.00
Robinson and Otternic	Hudson	\$22,634.80
Rocky Pond	Canterbury	\$7,802.40
Scobie	Francestown	\$3,000.00
Silver Lake	Tilton & Belmont	\$7,320.00
Squam Lake	Holderness	\$15,186.00
Suncook Lakes/River/Barnstead Ponds	Barnstead	\$6,952.40
Sunrise Lake	Middleton	\$5,000.00
Turee Pond	Bow	\$1,800.00
Winnepesaukee	Alton	\$15,683.88
Winnepesaukee	Gilford	\$10,552.00
Winnepesaukee	Laconia	\$23,364.00
Winnepesaukee	Meredith	\$15,702.00

Winnepesaukee	Moultonborough	\$81,724.00
Winnepesaukee	Tuftonboro	\$8,962.80
Winnepesaukee	Wolfeboro	\$7,485.60
Winnisquam	Laconia	\$17,408.00
Woodman and Chicks Basins	Wakefield	\$5,446.00

Subject: CONTROL OF INVASIVE AQUATIC PLANT IN 2020 GROWING SEASON

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATIONS

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302-0095	
1.3 Grantee Name: Three Ponds Protective Association		1.4 Grantee Address P.O. Box 1242 Milton, NH 03851	
1.5 Effective Date Upon G&C approval	1.6 Completion Date December 31, 2020	1.7 Audit Date N/A	1.8 Grant Limitation \$16,250
1.9 Grant Officer for State Agency Amy P. Smagula		1.10 State Agency Telephone Number (603) 271-2248	
1.11 Grantee Signature <i>Wayne Sylvester</i>		1.12 Name & Title of Grantee Signor Wayne Sylvester, VP TPA	
1.13 Acknowledgment: State of <u>New Hampshire</u> , County of <u>Strafford</u> On <u>01/14/2020</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) <i>Michelle Beauchamp</i>			
1.13.2 Name & Title of Notary Public or Justice of the Peace MICHELLE BEAUCHAMP, Notary Public State of New Hampshire Commission Expires September 13, 2022			
1.14 State Agency Signature(s) <i>Robert R. Scott</i>		1.15 Name/Title of State Agency Signor(s) Robert R. Scott, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By: <i>J. H. [Signature]</i> Attorney, On: <u>2/24/2020</u>			
1.17 Approval by the Governor and Council By: _____ On: <u> / /</u>			

B7: _____		On: _____	
1.1 Approved by the Governor and Council			
B7: _____		Approved On: _____	
1.10 Approved by Attorney General's Office (Forced Substances and Execution)			
1.14 State Agency Signature(s)		1.12 Name/Title of State Agency Signer(s)	
1.13 Name & Title of Mayor, Judge or Justice of the Peace (250)		1.11 Name & Title of Officer Signer	
1.11 Signature of Mayor, Judge or Justice of the Peace			
I executed this document in the capacity indicated in block 1.12 or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that I am _____ before the undersigned officer, personally appeared the person identified in block 1.12.			
1.13 Jurisdiction: State of _____, County of _____			
1.11 Officer Signature		1.12 Name & Title of Officer Signer	
1.10 State Agency Telephone Number		1.11 Name & Title of Officer Signer	
1.2 Effective Date	1.3 Completion Date	1.7 Audit Date	1.8 Term Limitation
Upon OAG Approval	December 31, 2030	N/A	212520
1.3 Officer Name:		1.4 Officer Address	
1.1 State Agency Name		1.5 State Agency Address	

1.10 State Agency Telephone Number

GENERAL PROVISIONS

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

СВАЯТ УСКЕЕННЯ

Subject: СОНТВОГ ОЕ ИЛЛЮСТРАЕ ЧОВУМЛІС БГ/ИЛІА 3030 СВОУМІС СЕ/202

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

1. The Milton Three Ponds Protective Association (TPPA) is the grantee for this project. The New Hampshire Department of Environmental Services (DES) is referred to as the "state." Amy P. Smagula of the Watershed Management Bureau is the grant officer for the state.
2. European naiad, an invasive aquatic plant, has become a nuisance problem in various portions of Northeast Pond, which is one of three lakes in the Milton Three Ponds system, and the grantee is seeking grant funds to assist in control efforts in 2020.
3. The grantee shall ensure that the contractors (selected through a competitive bid process) adhere to the following project-specific tasks:

For herbicide treatment in 2020, the grantee will ensure that SŌlitude Lake Management performs the following tasks:

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

For the diver work in 2020, the grantee will ensure that the diver(s) perform(s) the following tasks:

- Task 1 Notify the DES Exotic Species Program of the scope and timing of the project, and how the materials removed from the pond will be disposed of, and the names of the divers performing the work, at least two weeks before the work is scheduled to begin. Divers performing this work must be certified Weed Control Divers in New Hampshire.
 - Task 2 Notify DES within 5 business days of when the work is completed by submitting daily dive reports for work that was performed, per the reporting examples provided in the Weed Control Diver course.
4. DES will provide monetary support to you as outlined in Exhibit B. The allocated grant funds can be shifted as appropriate to cover more diver or herbicide treatment work, as necessary, and approved by DES.

Initials: WR
Date: 1/13/20

Exhibit B
Grant Amount and Payment Schedule

Payments shall be made by DES to the grantee upon approval of stated outputs and verification of the value of completed work through submittal of invoices for services rendered. DES will pay TPPA up to \$16,250, within 30 days of receiving a copy of the contractor's invoice(s) for completion of the tasks outlined in #3 above.

The grantee is responsible for paying the contractor and invoicing DES as soon as feasible upon receipt of invoice from the contractor. DES shall reimburse the grantee.

The billing address shall be as follows:

NH Department of Environmental Services
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095
Attn: Amy Smagula, Watershed Management Bureau
E-mail: Amy.Smagula@des.nh.gov

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

Initials: WS
Date: 1/13/00

Exhibit C
Special Provisions

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

Initials: VS
Date: 1/13/20

CERTIFICATE OF AUTHORITY

I, STEPHEN BAKER, PRESIDENT of the THREE PONDS PROTECTIVE ASSOC., do
(Printed Name of Certifying Officer) (Office) (Grantee)

hereby certify that:

(1) I am the duly elected PRESIDENT;
(Office)

(2) at the meeting held on DEC. 28, 2019, the TPPA BOARD voted to accept
(Date) (Organization)
DES funds and to enter into a contract with the Department of Environmental Services;

(3) the TPPA further authorized the EXEC BOARD VP to execute any
(Organization) (Office of Person Authorized to Sign Grant Agreement)
documents which may be necessary for this contract;

(4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and

(5) the following person has been appointed to and now occupies the office indicated in (3) above:

WAYNE SYLVESTER
(Printed name of person who signed Grant Agreement)

IN WITNESS WHEREOF, I have hereunto set my hand as the Notary of
(Office of Certifying Officer)
the Town of Milton this 14 day of Jan 2020.
(Organization)

[Signature]
(Signature of Certifying Officer)

STATE OF NH

County of Strafford

On this the 14 day of Jan, 2020, before me [Signature]
(Notary Public)

the undersigned officer, personally appeared Stephen Baker who acknowledged
(Printed Name of Certifying Officer)
him/herself to be the TPPA of the Organization being authorized so to do,
(Office)

executed the foregoing instrument for the purpose therein contained.

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

[Signature]
(Notary Public Signature)

Commission Expiration Date:
(Seal)

ELINA C. TURNER
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
October 2, 2024

State of New Hampshire

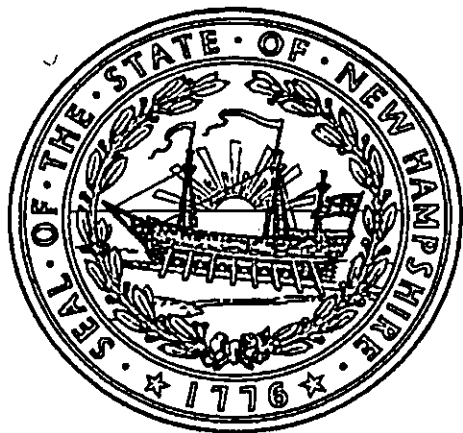
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THREE PONDS PROTECTIVE ASSOCIATION (TPPA) is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 18, 2005. 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: 536899

Certificate Number: 0004761546



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of January A.D. 2020.

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

William M. Gardner
Secretary of State

**Attachment A
Budget Estimates**

HERBICIDE

Item/Service	Cost
Permitting	\$1,425
Treatment (labor, herbicide & posting)	\$7,390
Biological Surveys/Reporting/Sampling	\$2,970
Total	\$11,785*

*NHDES will pay up to 40% of the total project cost. Or \$4,714.

DIVER/DIVER-ASSISTED SUCTION HARVESTING

Item/Service	Cost
25 Days Exotic Aquatic Plant Removal Services and Disposal of Harvested Materials	\$28,840
Total	\$28,840*

*NHDES will pay up to 40% of the total project cost. Or \$11,536.

Attachment B

Waterbody Name	Town	Grant Award
Balch Lake	East Wakefield	11,050.40
Beaver Lake	Derry	\$8,171.20
Big Island Pond	Derry	\$14,265.60
Captains Pond	Salem	\$4,772.00
Cobbetts Pond	Windham	\$10,139.20
Contoocook Lake	Jaffrey & Rindge	\$4,880.00
Crooked Pond	Loudon	\$13,208.00
Danforth Ponds	Freedom	\$18,603.40
Flints Pond	Hollis	\$2,066.40
Forest Lake	Winchester	\$900.00
Glen Lake	Goffstown	\$8,543.20
Gorham Pond	Dunbarton	\$900.00
Horseshoe/Naticook-	Merrimack	\$18,571.60
Jones/Downing/Marsh	New Durham/Alton	\$5,680.00
Long Pond	Danville and Kingston	\$8,230.00
Massasecum	Bradford	\$900.00
Melendy/Potanipo	Brookline	\$8,688.00
Milton Three Ponds	Milton	\$16,250.00
Monomonac	Rindge	\$10,204.80
Namaske Lake	Manchester	\$4,940.00
Nashua River	Nashua	\$21,667.20
Northwood Lake	Northwood	\$15,330.00
Opechee	Laconia	\$6,818.00
Ossipee Lake	Ossipee	\$17,153.60
Otter Pond	Greenfield	\$16,548.00
Phillips Pond	Sandown	\$5,000.00
Pine Island Pond	Manchester	\$12,329.20
Post Pond	Lyme	\$13,974.40
Powwow Pond	Kingston & East Kingston	\$17,362.00
Robinson and Otternic	Hudson	\$22,634.80
Rocky Pond	Canterbury	\$7,802.40
Scobie	Francestown	\$3,000.00
Silver Lake	Tilton & Belmont	\$7,320.00
Squam Lake	Holderness	\$15,186.00
Suncook Lakes/River/Barnstead Ponds	Barnstead	\$6,952.40
Sunrise Lake	Middleton	\$5,000.00
Turee Pond	Bow	\$1,800.00
Winnepesaukee	Alton	\$15,683.88
Winnepesaukee	Gilford	\$10,552.00
Winnepesaukee	Laconia	\$23,364.00
Winnepesaukee	Meredith	\$15,702.00

Winnepesaukee	Moultonborough	\$81,724.00
Winnepesaukee	Tuftonboro	\$8,962.80
Winnepesaukee	Wolfeboro	\$7,485.60
Winnisquam	Laconia	\$17,408.00
Woodman and Chicks Basins	Wakefield	\$5,446.00

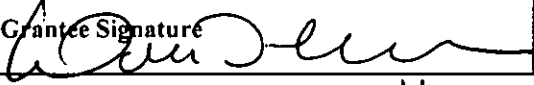
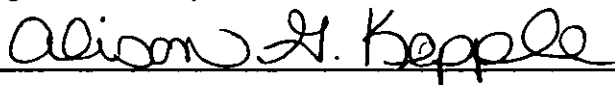
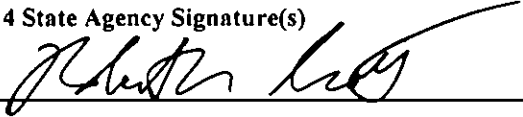
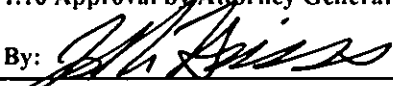
Subject: CONTROL OF INVASIVE AQUATIC PLANT IN 2020 GROWING SEASON

GRANT AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATIONS

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302-0095	
1.3 Grantee Name: Town of Moultonborough		1.4 Grantee Address P.O. Box 139 Moultonborough, NH 03254	
1.5 Effective Date Upon G&C approval	1.6 Completion Date December 31, 2020	1.7 Audit Date N/A	1.8 Grant Limitation \$81,724
1.9 Grant Officer for State Agency Amy P. Smagula		1.10 State Agency Telephone Number (603) 271-2248	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor Walter P. Johnson, Administrator	
1.13 Acknowledgment: State of <u>New Hampshire</u> , County of <u>Carroll</u> On <u>1/22/2020</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2 Name & Title of Notary Public or Justice of the Peace Alison G. Kepple		ALISON G. KEPPLÉ, Notary Public State of New Hampshire My Commission Expires September 13, 2022	
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Robert R. Scott, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By:  Attorney, On: <u>2/24/2020</u>			
1.17 Approval by the Governor and Council 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").

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9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed 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 of 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

1. The Town of Moultonborough is the grantee for this project. The New Hampshire Department of Environmental Services (NHDES) is referred to as the "state." Amy P. Smagula of the Watershed Management Bureau is the grant officer for the state.
2. Variable milfoil, an invasive aquatic plant, has become a nuisance problem in various portions of the Lake Winnepesaukee system in Moultonborough, and in Lees Pond in Moultonborough, and the grantee is seeking grant funds to assist in control efforts in 2020.
3. The grantee shall ensure that the contractors (selected through a competitive bid process) adhere to the following project-specific tasks:

For herbicide treatment in Moultonborough areas of Lake Winnepesaukee and portions of Lees Pond in 2020, the grantee will ensure that SÖLitude Lake Management performs the following tasks:

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

For the diver work in 2020 in Lees Pond and in areas of Lake Winnepesaukee in Moultonborough, the grantee will ensure that the diver(s) perform(s) the following tasks:

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

Initials: WMS
Date: 01-22-2020

Exhibit B
Grant Amount and Payment Schedule

Payments shall be made by NHDES to the grantee upon approval of stated outputs and verification of the value of completed work through submittal of invoices for services rendered. NHDES will pay the Town of Moultonborough up to \$81,724.00, within 30 days of receiving a copy of the contractor's invoice(s) for completion of the tasks outlined in #3 above.

The grantee is responsible for paying the contractor.

The billing address shall be as follows:

NH Department of Environmental Services
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095
Attn: Amy Smagula, Watershed Management Bureau
E-mail: Amy.Smagula@des.nh.gov

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

Initials: WYV
Date: 01/22/2020

Exhibit C
Special Provisions

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

Initials: WPH
Date: 01-11-2020

CERTIFICATE OF AUTHORITY

I, Joel Mudgett, Selectman of the Town of Moultonborough, do
(Printed Name of Certifying Officer) (Office) (Grantee)

hereby certify that:

(1) I am the duly elected Select Board Chair
(Office)

(2) at the meeting held on January 16, the Select Board voted to accept
(Date) (Organization)
DES funds and to enter into a contract with the Department of Environmental Services;

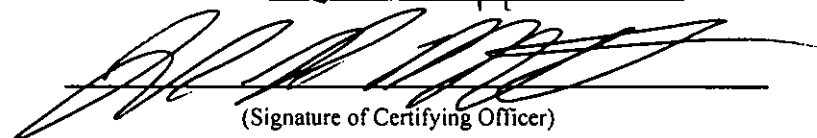
(3) the Town of Moultonborough further authorized the Town Administrator to execute any
(Organization) (Office of Person Authorized to Sign Grant Agreement)
documents which may be necessary for this contract;

(4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and

(5) the following person has been appointed to and now occupies the office indicated in (3) above:

Walter P. Johnson
(Printed name of person who signed Grant Agreement)

IN WITNESS WHEREOF, I have hereunto set my hand as the Select Board Chair of
(Office of Certifying Officer)
the Town of Moultonborough this 16th day of January, 2020.
(Organization)


(Signature of Certifying Officer)

STATE OF New Hampshire

County of Carroll

On this the 16 day of January, 2020, before me Alison G. Kepple
(Notary Public)

the undersigned officer, personally appeared Joel B. Mudgett who acknowledged
(Printed Name of Certifying Officer)
him/herself to be the Chair of the Board of the Organization being authorized so to do,
(Office)

executed the foregoing instrument for the purpose therein contained.

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

Alison G. Kepple
(Notary Public Signature)

Commission Expiration Date:
(Seal)

ALISON G. KEPPLÉ, Notary Public
State of New Hampshire
My Commission Expires September 13, 2022

**Attachment A
Budget Estimates**

HERBICIDE

Item/Service	Cost
Permitting	\$3,700
Treatment (labor, herbicide & posting)	\$58,710
Biological Surveys/Reporting/Sampling	\$5,400
Total	\$67,810*

*NHDES will pay up to 40% of the total project cost. Or \$27,124.

DIVER/DIVER-ASSISTED SUCTION HARVESTING

Item/Service	Cost
130 Days Exotic Aquatic Plant Removal Services and Disposal of Harvested Materials	\$136,500
Total	\$136,500*

*NHDES will pay up to 40% of the total project cost. Or \$54,600.

Attachment B

Waterbody Name	Town	Grant Award
Balch Lake	East Wakefield	11,050.40
Beaver Lake	Derry	\$8,171.20
Big Island Pond	Derry	\$14,265.60
Captains Pond	Salem	\$4,772.00
Cobbetts Pond	Windham	\$10,139.20
Contoocook Lake	Jaffrey & Rindge	\$4,880.00
Crooked Pond	Loudon	\$13,208.00
Danforth Ponds	Freedom	\$18,603.40
Flints Pond	Hollis	\$2,066.40
Forest Lake	Winchester	\$900.00
Glen Lake	Goffstown	\$8,543.20
Gorham Pond	Dunbarton	\$900.00
Horseshoe/Naticook	Merrimack	\$18,571.60
Jones/Downing/Marsh	New Durham/Alton	\$5,680.00
Long Pond	Danville and Kingston	\$8,230.00
Massasecum	Bradford	\$900.00
Melendy/Potanipo	Brookline	\$8,688.00
Milton Three Ponds	Milton	\$16,250.00
Monomonac	Rindge	\$10,204.80
Namaske Lake	Manchester	\$4,940.00
Nashua River	Nashua	\$21,667.20
Northwood Lake	Northwood	\$15,330.00
Opechee	Laconia	\$6,818.00
Ossipee Lake	Ossipee	\$17,153.60
Otter Pond	Greenfield	\$16,548.00
Phillips Pond	Sandown	\$5,000.00
Pine Island Pond	Manchester	\$12,329.20
Post Pond	Lyme	\$13,974.40
Powwow Pond	Kingston & East Kingston	\$17,362.00
Robinson and Otternic	Hudson	\$22,634.80
Rocky Pond	Canterbury	\$7,802.40
Scobie	Francestown	\$3,000.00
Silver Lake	Tilton & Belmont	\$7,320.00
Squam Lake	Holderness	\$15,186.00
Suncook Lakes/River/Barnstead Ponds	Barnstead	\$6,952.40
Sunrise Lake	Middleton	\$5,000.00
Turee Pond	Bow	\$1,800.00
Winnepesaukee	Alton	\$15,683.88
Winnepesaukee	Gilford	\$10,552.00
Winnepesaukee	Laconia	\$23,364.00
Winnepesaukee	Meredith	\$15,702.00

Winnepesaukee	Moultonborough	\$81,724.00
Winnepesaukee	Tuftonboro	\$8,962.80
Winnepesaukee	Wolfeboro	\$7,485.60
Winnisquam	Laconia	\$17,408.00
Woodman and Chicks Basins	Wakefield	\$5,446.00

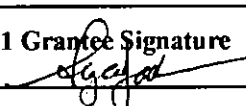
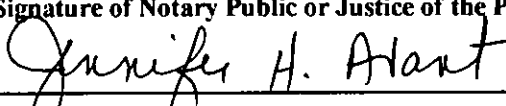
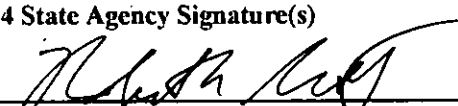
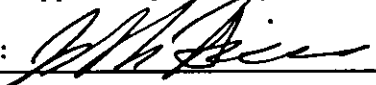
Subject: CONTROL OF INVASIVE AQUATIC PLANT IN 2020 GROWING SEASON - Balch

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATIONS

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302-0095	
1.3 Grantee Name: Balch Lake Improvement Committee, Inc.		1.4 Grantee Address PO Box 0494, E. Wakefield, NH 03830	
1.5 Effective Date Upon G&C approval	1.6 Completion Date December 31, 2020	1.7 Audit Date N/A	1.8 Grant Limitation \$11,050
1.9 Grant Officer for State Agency Amy P. Smagula		1.10 State Agency Telephone Number (603) 271-2248	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor SUZANNE JACKMAN, PRESIDENT - BLIMP	
1.13 Acknowledgment: State of <u>South Carolina</u> , County of <u>Georgetown</u> On <u>1/16/2020</u> before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2 Name & Title of Notary Public or Justice of the Peace Jennifer H. Alant, Notary			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Robert R. Scott, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By:  Attorney, On: <u>2/24/2020</u>			
1.17 Approval by the Governor and Council By: _____ On: <u> / /</u>			

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **RECORDS AND ACCOUNTS.**

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

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

affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. **PERSONNEL.**

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

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

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

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

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

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

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

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

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

10. **CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

11.1.2 failure to submit any report required hereunder; or

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

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

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

11.2.1 give the Grantee a written notice specifying the Event of

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

11.2.2 give the Grantee a written notice specifying the Event of 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

1. The Balch Lake Improvement Committee, Inc. (BLIMP) is the grantee for this project. The New Hampshire Department of Environmental Services (NHDES) is referred to as the "state." Amy P. Smagula of the Watershed Management Bureau is the grant officer for the state.
2. Variable milfoil, an invasive aquatic plant, has become a nuisance problem in various portions of Balch Lake, and the grantee is seeking grant funds to assist in control efforts in 2020.
3. The grantee shall ensure that the contractors adhere to the following project-specific tasks:

For herbicide treatment in 2020, the grantee will ensure that SÖLitude Lake Management performs the following tasks:

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

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

Initials: AS
Date: 1/16/2020

Exhibit B
Grant Amount and Payment Schedule

Payments shall be made by NHDES to the grantee upon approval of stated outputs and verification of the value of completed work through submittal of invoices for services rendered. NHDES will pay BLIMP up to \$11,050.00, within 30 days of receiving a copy of the contractor's invoice(s) for completion of the tasks outlined in #3 above.

The grantee is responsible for paying the contractor and invoicing NHDES as soon as feasible upon receipt of contractor invoices. NHDES will reimburse the grantee.

The billing address shall be as follows:

NH Department of Environmental Services
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095
Attn: Amy Smagula, Watershed Management Bureau
E-mail: Amy.Smagula@des.nh.gov

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

Initials: AS
Date: 1/16/2020

Exhibit C
Special Provisions

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

Initials:
Date: 1/16/2020

CERTIFICATE OF AUTHORITY

I, Michael Kattman, Treasurer of the BLIMP, do
(Printed Name of Certifying Officer) (Office) (Grantee)

hereby certify that:

(1) I am the duly elected Treasurer ;
(Office)

(2) at the meeting held on 11/26/2019, the BLIMP voted to accept
(Date) (Organization)
DES funds and to enter into a contract with the Department of Environmental Services;

(3) the BLIMP further authorized the President to execute any
(Organization) (Office of Person Authorized to Sign Grant Agreement)
documents which may be necessary for this contract;

(4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and

(5) the following person has been appointed to and now occupies the office indicated in (3) above:

Suzanne Jackman
(Printed name of person who signed Grant Agreement)

IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer of
(Office of Certifying Officer)
the BLIMP, this 18 day of January 2020.
(Organization)

Michael Kattman
(Signature of Certifying Officer)

STATE OF Mass

County of Essex

On this the 18 day of January 2020, before me Emma Broughton
(Notary Public)

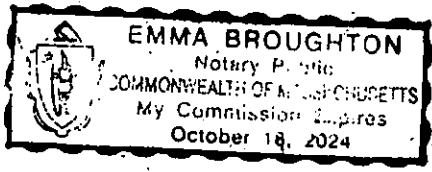
the undersigned officer, personally appeared Michael Kattman who acknowledged
(Printed Name of Certifying Officer)
him/herself to be the treasurer of the Organization being authorized so to do,
(Office)

executed the foregoing instrument for the purpose therein contained.

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

Emma Broughton
(Notary Public Signature)

Commission Expiration Date:
(Seal)



State of New Hampshire

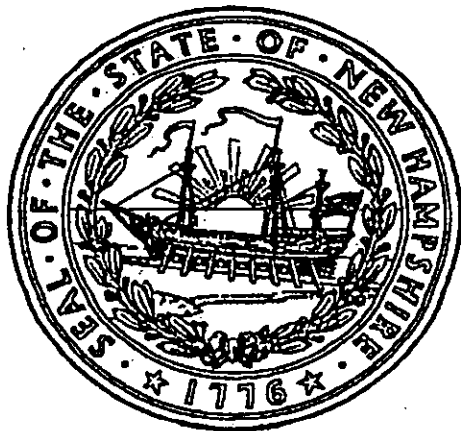
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BALCH LAKE IMPROVEMENT COMMITTEE, INC (BLIMP) is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 16, 2003. 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: 445794

Certificate Number: 0004762425



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of January A.D. 2020.

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

William M. Gardner
Secretary of State

**Attachment A
Budget Estimates**

HERBICIDE

Item/Service	Cost
Permitting	\$1,940
Treatment (labor, herbicide & posting)	\$21,386
Biological Surveys/Reporting/Sampling	\$4,300
Total	\$27,626*

*NHDES will pay up to 40% of the total project cost. Or \$11,050.

Attachment B

Waterbody Name	Town	Grant Award
Balch Lake	East Wakefield	11,050.40
Beaver Lake	Derry	\$8,171.20
Big Island Pond	Derry	\$14,265.60
Captains Pond	Salem	\$4,772.00
Cobbetts Pond	Windham	\$10,139.20
Contoocook Lake	Jaffrey & Rindge	\$4,880.00
Crooked Pond	Loudon	\$13,208.00
Danforth Ponds	Freedom	\$18,603.40
Flints Pond	Hollis	\$2,066.40
Forest Lake	Winchester	\$900.00
Glen Lake	Goffstown	\$8,543.20
Gorham Pond	Dunbarton	\$900.00
Horseshoe/Naticook	Merrimack	\$18,571.60
Jones/Downing/Marsh	New Durham/Alton	\$5,680.00
Long Pond	Danville and Kingston	\$8,230.00
Massasecum	Bradford	\$900.00
Melendy/Potanipo	Brookline	\$8,688.00
Milton Three Ponds	Milton	\$16,250.00
Monomonac	Rindge	\$10,204.80
Namaske Lake	Manchester	\$4,940.00
Nashua River	Nashua	\$21,667.20
Northwood Lake	Northwood	\$15,330.00
Opechee	Laconia	\$6,818.00
Ossipee Lake	Ossipee	\$17,153.60
Otter Pond	Greenfield	\$16,548.00
Phillips Pond	Sandown	\$5,000.00
Pine Island Pond	Manchester	\$12,329.20
Post Pond	Lyme	\$13,974.40
Powwow Pond	Kingston & East Kingston	\$17,362.00
Robinson and Otternic	Hudson	\$22,634.80
Rocky Pond	Canterbury	\$7,802.40
Scobie	Francestown	\$3,000.00
Silver Lake	Tilton & Belmont	\$7,320.00
Squam Lake	Holderness	\$15,186.00
Suncook Lakes/River/Barnstead Ponds	Barnstead	\$6,952.40
Sunrise Lake	Middleton	\$5,000.00
Turee Pond	Bow	\$1,800.00
Winnepesaukee	Alton	\$15,683.88
Winnepesaukee	Gilford	\$10,552.00
Winnepesaukee	Laconia	\$23,364.00
Winnepesaukee	Meredith	\$15,702.00

Winnepesaukee	Moultonborough	\$81,724.00
Winnepesaukee	Tuftonboro	\$8,962.80
Winnepesaukee	Wolfeboro	\$7,485.60
Winnisquam	Laconia	\$17,408.00
Woodman and Chicks Basins	Wakefield	\$5,446.00

Subject: CONTROL OF INVASIVE AQUATIC PLANT IN 2020 GROWING SEASON - *Woodman + Chicks*

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATIONS

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302-0095	
1.3 Grantee Name: Balch Lake Improvement Committee, Inc.		1.4 Grantee Address PO Box 0494, E. Wakefield, NH 03830	
1.5 Effective Date Upon G&C approval	1.6 Completion Date December 31, 2020	1.7 Audit Date N/A	1.8 Grant Limitation \$5,446
1.9 Grant Officer for State Agency Amy P. Smagula		1.10 State Agency Telephone Number (603) 271-2248	
1.11 Grantee Signature <i>[Signature]</i>		1.12 Name & Title of Grantee Signor SUZANNE JACKMAN, PRESIDENT - BLIMP	
1.13 Acknowledgment: State of <u>South Carolina</u> , County of <u>Georgetown</u> On <u>1/16/2020</u> before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) <i>Jennifer H. Avant</i>			
1.13.2 Name & Title of Notary Public or Justice of the Peace <i>Jennifer H. Avant, Notary</i>			
1.14 State Agency Signature(s) <i>[Signature]</i>		1.15 Name/Title of State Agency Signor(s) Robert R. Scott, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By: <i>[Signature]</i> Attorney, On: <u>2/24/2020</u>			
1.17 Approval by the Governor and Council By: _____ On: <u> / /</u>			

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

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

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

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

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

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

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

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

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

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

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

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

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

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

affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. **PERSONNEL.**

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

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

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

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

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

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

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

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

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

10. **CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

11.1.1 failure to perform the Project satisfactorily or on schedule; or
11.1.2 failure to submit any report required hereunder; or
11.1.3 failure to maintain, or permit access to, the records required hereunder; or

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

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

11.2.1 give the Grantee a written notice specifying the Event of

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

11.2.2 give the Grantee a written notice specifying the Event of 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.

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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.

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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:

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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.

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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.

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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.

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2. Variable milfoil, an invasive aquatic plant, has become a nuisance problem in various portions of Woodman Pond and Chicks Pond, and the grantee is seeking grant funds to assist in control efforts in 2020.
3. The grantee shall ensure that the contractors adhere to the following project-specific tasks:

For herbicide treatment in 2020, the grantee will ensure that SŌlitude Lake Management performs the following tasks:

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

Initials: AS
Date: 1/14/2020

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The billing address shall be as follows:

NH Department of Environmental Services
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095
Attn: Amy Smagula, Watershed Management Bureau
E-mail: Amy.Smagula@des.nh.gov

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

Initials: 
Date: 1/16/2020

CERTIFICATE OF AUTHORITY

I, Michael Kattman, Treasurer of the BLIMP, do
(Printed Name of Certifying Officer) (Office) (Grantee)

hereby certify that:

(1) I am the duly elected Treasurer;
(Office)

(2) at the meeting held on 11/26/2019, the BLIMP voted to accept
(Date) (Organization)
DES funds and to enter into a contract with the Department of Environmental Services;

(3) the BLIMP further authorized the President to execute any
(Organization) (Office of Person Authorized to Sign Grant Agreement)
documents which may be necessary for this contract;

(4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and

(5) the following person has been appointed to and now occupies the office indicated in (3) above:

Suzanne Jackman
(Printed name of person who signed Grant Agreement)

IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer of
(Office of Certifying Officer)
the BLIMP, this 18 day of January 2020.
(Organization)

Michael Kattman
(Signature of Certifying Officer)

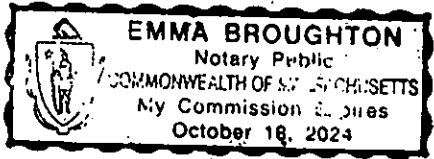
STATE OF Mass.
County of Brewster

On this the 18 day of January 2020, before me Emma Broughton
(Notary Public)
the undersigned officer, personally appeared Michael Kattman who acknowledged
(Printed Name of Certifying Officer)
him/herself to be the Treasurer of the Organization being authorized so to do,
(Office)
executed the foregoing instrument for the purpose therein contained.

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

Emma Broughton
(Notary Public Signature)

Commission Expiration Date:
(Seal)



State of New Hampshire

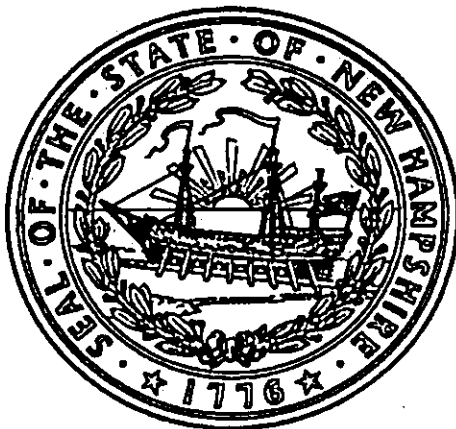
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BALCH LAKE IMPROVEMENT COMMITTEE, INC (BLIMP) is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 16, 2003. 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: 445794

Certificate Number: 0004762425



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of January A.D. 2020.

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

William M. Gardner
Secretary of State

**Attachment A
Budget Estimates**

HERBICIDE

Item/Service	Cost
Permitting	\$1,450
Treatment (labor, herbicide & posting)	\$9,065
Biological Surveys/Reporting/Sampling	\$3,100
Total	\$13,615*

*NHDES will pay up to 40% of the total project cost. Or \$5,446.

Attachment B

Waterbody Name	Town	Grant Award
Balch Lake	East Wakefield	11,050.40
Beaver Lake	Derry	\$8,171.20
Big Island Pond	Derry	\$14,265.60
Captains Pond	Salem	\$4,772.00
Cobbetts Pond	Windham	\$10,139.20
Contoocook Lake	Jaffrey & Rindge	\$4,880.00
Crooked Pond	Loudon	\$13,208.00
Danforth Ponds	Freedom	\$18,603.40
Flints Pond	Hollis	\$2,066.40
Forest Lake	Winchester	\$900.00
Glen Lake	Goffstown	\$8,543.20
Gorham Pond	Dunbarton	\$900.00
Horseshoe/Naticook	Merrimack	\$18,571.60
Jones/Downing/Marsh	New Durham/Alton	\$5,680.00
Long Pond	Danville and Kingston	\$8,230.00
Massasecum	Bradford	\$900.00
Melendy/Potanipo	Brookline	\$8,688.00
Milton Three Ponds	Milton	\$16,250.00
Monomonac	Rindge	\$10,204.80
Namaske Lake	Manchester	\$4,940.00
Nashua River	Nashua	\$21,667.20
Northwood Lake	Northwood	\$15,330.00
Opechee	Laconia	\$6,818.00
Ossipee Lake	Ossipee	\$17,153.60
Otter Pond	Greenfield	\$16,548.00
Phillips Pond	Sandown	\$5,000.00
Pine Island Pond	Manchester	\$12,329.20
Post Pond	Lyme	\$13,974.40
Powwow Pond	Kingston & East Kingston	\$17,362.00
Robinson and Otternic	Hudson	\$22,634.80
Rocky Pond	Canterbury	\$7,802.40
Scobie	Francestown	\$3,000.00
Silver Lake	Tilton & Belmont	\$7,320.00
Squam Lake	Holderness	\$15,186.00
Suncook Lakes/River/Barnstead Ponds	Barnstead	\$6,952.40
Sunrise Lake	Middleton	\$5,000.00
Turee Pond	Bow	\$1,800.00
Winnepesaukee	Alton	\$15,683.88
Winnepesaukee	Gilford	\$10,552.00
Winnepesaukee	Laconia	\$23,364.00
Winnepesaukee	Meredith	\$15,702.00

Winnepesaukee	Moultonborough	\$81,724.00
Winnepesaukee	Tuftonboro	\$8,962.80
Winnepesaukee	Wolfeboro	\$7,485.60
Winnisquam	Laconia	\$17,408.00
Woodman and Chicks Basins	Wakefield	\$5,446.00