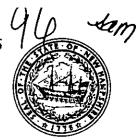


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DEPARTMENT OF ENVIRONMENTAL SERVICES

Robert R. Scott, Commissioner



May 9, 2019

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

REQUESTED ACTION

Authorize the Department of Environmental Services to enter into an agreement with the Green Mountain Conservation Group, (VC# 158389) in the amount of \$50,000 to complete the Ossipee Lake Watershed Plan Implementation Phase 1: Ossipee Lake, Danforth Pond and Lower Bays Best Management Practices, effective upon Governor and Council approval through September 30, 2020. 100 % Federal Funds.

Funding is available in the account as follows:

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

FY 2019 \$50.000

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

EXPLANATION

The Department of Environmental Services (NHDES) issued a Request for Proposals (RFP) for the 2017/2018 Watershed Assistance Grants program. The twenty-one proposals received were ranked based on the criteria included in the RFP: water quality improvement or protection; cost/benefit ratio; local capacity to complete the project; relative value or significance of the water body; and, general quality and thoroughness of the proposal. Based on the results of the selection process and available federal grant funding levels, the six highest ranked implementation projects were selected to receive funding. Please see Attachment B for a list of project rankings and review team members.

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

The Ossipee Watershed is comprised of over 242,000 acres and is home to the largest stratified drift aquifer in New Hampshire. The watershed has significant natural and recreational resources that drive

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2

the local economy. Water monitoring has shown that while water quality is currently good for most of its surface waters, declining clarity of lakes and increasing concentrations of salt and sediment are having an impact on water quality. In 2018, the Green Mountain Conservation Group (GMCG) completed a Watershed Management Plan for Ossipee Lake. The recommendations of that plan identified priority sites in need of stormwater treatment through best management practices (BMPs), as well as recommendations for education and outreach to property owners. The objective of this project is to begin implementation of the watershed plan. The GMCG will install several BMPs to reduce pollutant loading to the lake, and complete outreach activities. Outreach will include a series of three educational workshops on BMPs, two "septic socials" to educate the lake community on nutrient load reduction measures, and the GMCG will use one of the completed BMPs as a demonstration site: The GMCG will continue to monitor water quality before and after BMP implementation, and develop pollutant load reduction estimates to demonstrate BMP effectiveness.

The total project costs are budgeted at \$83,350. The NHDES will provide \$50,000 (60%) of the project costs through a Section 319 of the Clean Water Act, federal grant. A budget breakdown is provided in Attachment A. In the event that federal funds become no longer available, General Funds will not be requested to support this program.

The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.

Robert R. Scott, Commissioner

GRANT AGREEMENT

Subject: Ossipee Lake Watershed Plan Implementation Phase 1: Ossipee Lake, Danforth Pond and Lower Bays Best Management Practices.

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

GENERAL PROVISIONS

1.1 State Agency Name Department of Enviro	onmental Services	1.2 State Agency Address 29 Hazen Drive Concord, NH 03301						
1.3 Grantee Name Green Mountain Cor	nservation Group	1.4 Grantee Address 236 Huntress Bridge Road Effingham, NH 03882						
1.5 Effective Date Upon G&C approval	1.6 Completion Date September 30, 2020	1.7 Audit Date N/A	1.8 Grant Limitation \$50,000					
1.9 Grant Officer for State Landry, Watershed Assis	e Agency: Stephen C. tance Section Supervisor	1.10 State Agency Telephone Number 603-271-2969						
1.11 Grantee Signature	Executive Ourch	1.12 Name & Title of Grantee Signor BLAIN A FOUTS, EXECUTIVE DIRECTE						
On 05 /01 / 2019, b or satisfactorily proven to b	, ate of New Hampshire, Cou	nty of	son identified in block 1.12.,					
1.13.1 Signature of Notary	Pathic or Justice of the for	relse.						
1.13.2 Name & Title of No	tary Public or Justice of the	ielse. Not	or Rublic					
1.14 State Agency Signatu	re(s)	1.15 Name/Title of State Agency Signor(s)						
Robert /	Cost	Robert R. Scott, Commissioner						
1.16 Approval by Attorne	y General's Office (Form, S	ubstance and Execution)						
By: Any Not	,	Attorney, On: 5 / 17 / 19						
1.17 Approval by the Gov	ernor and Council							
		<u> </u>						

- 2. <u>SCOPE OF WORK.</u> 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: YOUCHERS: 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 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

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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
- 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 subgranteed 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. <u>AMENDMENT.</u> This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
- 21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
- 22. THIRD PARTIES. The parties hereto do not intend to benefit any

third parties and this Agreement shall not be construed to confer any such benefit.

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

Exhibit A Scope of Services

The Green Mountain Conservation Group shall perform the following tasks as described in the detailed proposal titled, Ossipee Lake Watershed Plan Implementation Phase 1: Ossipee Lake, Danforth Pond and Lower Bays Best Management Practices submitted by the Green Mountain Conservation Group (GMCG) on December 3, 2018:

Objective 1: Select and hire a consultant that will provide expert assistance in drafting the best management practice (BMP) designs.

Measures of Success: Qualified consultant is hired; legal contract, scope of work, and budget are approved.

Deliverable 1: Provide NHDES with documentation of the finalized tasks, budget, and the consultant's scope of work; and signed contract with consultant.

- Task 1: Develop and issue a Request for Qualifications (RFQ) for consultant's role in developing BMP designs for individual properties following a Federal and State approved procedure. Provide draft solicitation and RFQ documents to NHDES for review and approval prior to publication.
- Task 2: Review and rank the submittals to select the most qualified applicant. Provide copies of the submittals to NHDES.
- Task 3: Contact the highest ranked/most qualified applicant to negotiate scope of services and price.
- Task 4: Provide draft contract to NHDES for review and approval, and then execute the contract with the consultant.

Objective 2: Establish, lead, and facilitate bi-monthly meetings of BMP Steering Committee to strategize and assure completion of tasks and host public events.

Measures of Success: Committee Established. Six to eight BMPs identified with landowner commitment. Public events held.

- Deliverable 2: Meeting minutes, volunteer time sheets, written statements of commitment from landowners, attendance records, and photographs for all public events.
- Task 5: Solicit BMP steering committee members from the various watershed towns. Publicize and announce the opportunity to join the committee through local press, website, e-blast, and newsletter.
- Task 6: Hold initial meeting to present the mission of the BMP implementation project and draft a statement of purpose for the committee. Set the meeting schedule for 2019.
- Task 7: Plan and facilitate public educational event to advocate the importance of proper septic maintenance and its impact on water quality and the health of the lake featuring an expert guest speaker.
- Task 8: Partner with municipal Conservation Commissions to co-host one to two educational workshops on BMPs in their towns.
- Task 9: Plan, schedule, facilitate meetings in 2019. Consultant is budgeted to attend three meetings (including the first formation meeting) for expert guidance and oversight.
- Task 10: Choose and identify two town roads with willing road agents to implement BMPs in 2020. Secure letters of commitment from the property owners/road agents. Schedule the BMP installation dates.
- Task 11: Host a second "Septic Social" forum/meeting.
- Task 12: Host a second round of BMP educational workshops.
- Task 13: Plan, schedule, and facilitate bi-monthly meetings in 2020.

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Objective 3: Design and implement shoreline property BMPs.

Measures of Success: Document and showcase successful implementation on properties and demonstrate the predicted, positive impact on lake health through pollutants controlled reporting.

Deliverable 3: The BMP design and installation plan for each property. Photo documentation of the completion of the BMP construction and installation. Property owner's feedback. Operations and Maintenance plans for each BMP.

- Task 14: Design and implement BMP #1, 80 Berry Bay. Conduct a site visit with GMCG staff and the consultant to evaluate property. Coordinate with the consultant to recommend a BMP and its design. Present the design draft to the BMP Steering Committee and property owner for approval. Allocate budget relative to cost estimate, organize materials and secure volunteers for installation of the BMP. Arrange schedule and timing of installation. Document the BMP installation with pre-construction, construction, and post-construction photos. Draft a long-term BMP Maintenance and Operation Plan and have it approved by the property owner.
- Task 15: Design and implement BMP #3, Danforth Bay Campground. Conduct a site visit with GMCG staff and the consultant to evaluate property. Coordinate with the consultant to recommend a BMP and its design. Present the design draft to the BMP Steering Committee and property owner for approval. Allocate budget relative to cost estimate, organize materials and secure volunteers for installation of the BMP. Arrange schedule and timing of installation. Document the BMP installation with preconstruction, construction, and post-construction photos. Draft a long-term BMP Maintenance and Operation Plan and have it approved by the property owner.
- Task 16: Design and implement BMP #4, Camp Calumet. Conduct a site visit with GMCG staff and the consultant to evaluate property. Coordinate with the consultant to recommend a BMP and its design. Present the design draft to the BMP Steering Committee and property owner for approval. Allocate budget relative to cost estimate, organize materials and secure volunteers for installation of the BMP. Arrange schedule and timing of installation. Document the BMP installation with pre-construction, construction, and post-construction photos. Draft a long-term BMP Maintenance and Operation Plan and have it approved by the property owner.
- Task 17: Design and implement BMP #5, Camp Marist. Conduct a site visit with GMCG staff and the consultant to evaluate property. Coordinate with the consultant to recommend a BMP and its design. Present the design draft to the BMP Steering Committee and property owner for approval. Allocate budget relative to cost estimate, organize materials and secure volunteers for installation of the BMP. Arrange schedule and timing of installation. Document the BMP installation with pre-construction, construction, and post-construction photos. Draft a long-term BMP Maintenance and Operation Plan and have it approved by the property owner.
- Task 18: Design and implement BMP #6, Camp Huckins or Robin Hood. Conduct a site visit with GMCG staff and the consultant to evaluate property. Coordinate with the consultant to recommend a BMP and its design. Present the design draft to the BMP Steering Committee and property owner for approval. Allocate budget relative to cost estimate, organize materials and secure volunteers for installation of the BMP. Arrange schedule & timing of installation. Document the BMP installation with pre-construction, construction, and post-construction photos. Draft a long-term BMP Maintenance and Operation Plan and have it approved by the property owner.
- Task 19: Design and implement BMP #7, Town Road. Conduct a site visit with GMCG staff and the consultant to evaluate property. Coordinate with the consultant to recommend a BMP and its design. Present the design draft to the BMP Steering Committee and property owner for approval. Allocate budget relative to cost estimate, organize materials and secure volunteers for installation of the BMP.

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Arrange schedule and timing of installation. Document the BMP installation with pre-construction, construction, and post-construction photos. Draft a long-term BMP Maintenance and Operation Plan and have it approved by the property owner.

Task 20: Design and implement BMP #8, Town Road. Conduct a site visit with GMCG staff and the consultant to evaluate property. Coordinate with the consultant to recommend a BMP and its design. Present the design draft to the BMP Steering Committee and property owner for approval. Allocate budget relative to cost estimate, organize materials and secure volunteers for installation of the BMP. Arrange schedule and timing of installation. Document the BMP installation with pre-construction, construction, and post-construction photos. Draft a long-term BMP Maintenance and Operation Plan and have it approved by the property owner.

Objective 4: Run the approved pollutant load reduction model(s) and present BMP implementation impact on water quality through load reduction estimate outputs.

Measures of Success: BMPs and their associated pollutant load reduction estimates will show reduced sediment loading amounts on track for the ten-year goal stated in the watershed management plan.

Deliverable 4: Draft and final Site Specific Project Plan (SSPP). Provide completed Pollutants Controlled Reports (PCRs) for each BMP.

Task 21: Coordinate with the consultant to draft a Site Specific Project Plan (SSPP) quality assurance document that covers all data collection and manipulation to be completed in this project, including but not limited to modeling and analysis of modeling results.

Task 22: Coordinate with the consultant to calculate nitrogen, phosphorus, and sediment loading impact of each BMP site before and after BMP installation following methodologies in the approved SSPP.

Submit PCRs to NHDES for the BMPs that have been implemented.

Objective 5: BMP Monitoring.

Measures of Success: Collect post implementation data of BMPs after a period of time to assess their functionality. GMCG staff will present pollutant load reduction projections as easy to understand graphic illustrations. Create and publish a BMP outreach video

Deliverable 5: Document site visits with photographs and property owner interviews.

Task 23: Visit BMPs implemented in summer of 2019 after six months to one year after installation to measure its performance. Conduct property owner follow-up interviews to see how the newly installed BMPs are performing.

Task 24: Visit BMPs implemented in summer of 2020 and conduct property owner follow-up interviews to see how the newly installed BMPs are is performing.

Task 25: Produce BMP outreach video, and integrate it into the final community presentation.

Objective 6: Complete the required Watershed Assistance Grant reporting including semi-annual, pollutant load reduction, and final reports.

Measures of Success: All required reports delivered to NHDES.

Deliverable 6: Provide NHDES with semi-annual reports, pollutant loading reports, and final reports as detailed in tasks below.

Task 26: Submit electronic semi-annual reports documenting all work performed during the project periods as follows:

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

A Pollutants Controlled Report must be completed and received by NHDES within one month following BMP implementation. In the event that the grantee has not completed a timely submittal of the progress reports, all further payments will be suspended until the overdue reports are submitted, and approved by NHDES.

Task 27: Submit Payment Requests to NHDES.

Task 28: Submit a comprehensive final report to NHDES on or before the project completion date. The final report shall include load reduction estimates, photo-documentation of installed system components when applicable, and comply with the NHDES and U.S. Environmental Protection Agency requirements found in the final report guidance document on the NHDES Watershed Assistance Section webpage.

Task 29: Conduct project and contract management.

Additional Requirements of the Agreement

Quality Assurance

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

Outreach Materials

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

Operations and Maintenance

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

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

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maintaining these practices in an appropriate manner, NHDES may request a refund for that practice supported by the grant.

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Exhibit B Method of Payment and Contract Price

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

Upon completion and NHDES approval of Tasks 1-4		\$1,000
Upon completion and NHDES approval of Task 5-6		\$1,500
Upon completion and NHDES approval of Task 7		\$500
Upon completion and NHDES approval of Task 8		\$1,000
Upon completion and NHDES approval of Task 9		\$3,500
Upon completion and NHDES approval of Task 10		\$500
Upon completion and NHDES approval of Task 11		\$500
Upon completion and NHDES approval of Task 12		\$1,000
Upon completion and NHDES approval of Task 13		\$2,500
Upon completion and NHDES approval of Task 14		\$3,000
Upon completion and NHDES approval of Task 15		\$7,000
Upon completion and NHDES approval of Task 16		\$6,000
Upon completion and NHDES approval of Task 17		\$6,000
Upon completion and NHDES approval of Task 18		\$2,000
Upon completion and NHDES approval of Task 19		\$3,750
Upon completion and NHDES approval of Task 20		\$3,750
Upon completion and NHDES approval of Task 21		\$1,000
Upon completion and NHDES approval of Task 22		\$500
Upon completion and NHDES approval of Task 23		\$500
Upon completion and NHDES approval of Task 24		\$500
Upon completion and NHDES approval of Task 25		\$1,000
Upon completion and NHDES approval of Tasks 26-29		\$3,000
	Total	\$50,000

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

Exhibit C **Special Provisions**

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

Paragraph 17 of the General Provisions shall not apply to the Grantee, which is a volunteer planning and organizational group with no employees. The Grantee's participation in BMP maintenance or construction under the Agreement's Scope of Services shall be administrative only, and the Grantee shall ensure that the sub-contractors performing the project work will maintain insurance coverage meeting the provisions of Paragraph 17.

Federal Funds paid under this agreement are from a Grant Agreement to the State from the US Environmental Protection Agency, NPS Implementation Grant under CFDA # 66.460. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing NHDES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data information as required under the FFATA. The Grantee's DUNS number is 121570431.

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

- 1) Nondiscrimination. The Grantee shall comply with 40 CFR part 7 which prohibits discrimination under any program or activity receiving Federal assistance on the basis of race, color, national origin, or gender, and 40 CFR part 12 which prohibits discrimination based on handicap.
- II) Financial management. The Grantee shall comply with 2 CFR Part 200 Subpart D and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.
- III) Allowable costs. All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific Federal requirements detailed in 2 CFR Part 200 Subpart E.
- IV) Matching funds. All matching funds contributed by the Grantee shall conform to the same laws, regulations, and grant conditions as the federal funds in the Agreement and referenced in 2 CFR Part 200 Subpart E.
- V) Property Management. The Grantee shall comply with the property management and procedures detailed in 2 CFR Part 200 Subpart D.
- VI) Debarment and Suspension. The Grantee shall comply with 2 CFR Part 200 Subpart C. By signing and submitting the Agreement, the Grantee certifies that it has not been debarred or suspended by a government agency. Additionally, the Grantee certifies that it will not make or permit any award (subgrant or subcontract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."
- VII) Procurement. When purchasing goods or services with grant or match funds, the Grantee shall comply with

Grantee Initials Date

procurement regulations as detailed in 2 CFR Part 200 Subpart D which includes procurement standards, competition, methods of procurement, contract cost and price, agency review, bonding requirements, and contract provisions.

- a. Assignment of Subcontracts. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State Agency.
- b. Consultant Fee Cap. The Grantee will limit grant-funded payment to subcontractors under the circumstances detailed in 2 CFR Part 1500.9
- c. Subcontracts. The Grantee shall:
 - i. Ensure that every subcontract includes provisions for compliance with Federal and State standards applicable to the contract;
 - ii. Ensure that every subcontract includes all clauses required by Federal statute and executive orders, and their implementing regulations; and
 - iii. Ensure that subcontractors are aware of requirements imposed upon them by State and Federal statutes and regulations.
- VIII) Participation by Disadvantaged Business Enterprises. The Grantee shall comply with the terms of 40 CFR Part 33 Subpart C, which requires that organizations conduct a competitive procurement process making a good faith effort to utilize goods and services provided by disadvantaged businesses.
- IX) New Restrictions on Lobbying: Interim Final Rule. The Grantee shall comply with the terms of 40 CFR part 34, and 2 CFR Part 200 Subpart E which prohibit the use of Federal grant funds to influence (or attempt to influence) a Federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if nonfederal funds have been used to influence (or attempt to influence) a Federal employee.
- X) Drug-Free Workplace. The Grantee shall comply with the terms of 2 CFR Part 1536 which require as a condition of the Agreement, certification that the Grantee maintains a drug-free workplace. By signing and submitting this Agreement, the Grantee certifies that they will observe the required practices for maintaining a drug-free workplace.
- XI) Bonding requirements. For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (currently \$150,000), the minimum requirements shall be as follows:
 - a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
 - b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract
 - c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
- XII) Limitation on Administrative Costs. In accordance with §319(h)(12) of the Clean Water Act, administrative costs in the form of salaries, overhead, or indirect costs shall not exceed in any fiscal year 10 percent of the amount of the grant except that costs of implementing enforcement and regulatory activities, education, training, technical assistance, demonstration projects, and technology transfer programs shall not be subject to this limitation.
- XIII) Management fees. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses; unforeseen liabilities; or for other similar costs which are not allowable under this Agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

Grantee Initials Both 2019

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 THE GREEN MOUNTAIN CONSERVATION GROUP is a New Hampshire nonprofit corporation formed January 9, 1998. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5th day of May A.D. 2015

William M. Gardner Secretary of State

CERTIFICATE of AUTHORITY

- I, Larry Wogman, Chair of the Green Mountain Conservation Group, do hereby certify that:
- (1) I am the duly elected Chair;
- (2) at the annual meeting held on March 2, 2019, the Green Mountain Conservation Group voted to accept NHDES funds and to enter into a contract with the Department of Environmental Services:
- (3) the Green Mountain Conservation Group further authorized the Executive Director to execute any documents which may be necessary for this contract;
- (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and

remains in full force and effect as of the date hereof; and (5) the following person has been appointed to and now occupies the office indicated in (3) above:
Blair Folts
IN WITNESS WHEREOF, I have hereunto set my hand as the Chair of the Green Mountain Conservation Group, this 15 day of 7019
Lary Wozman
Larry Wogman, Chair, Green Mountain Conservation Group
STATE OF NEW HAMPSHIRE County of CAPOL 5 May before me AEPIc be the undersigned officer, personally appeared Larry Wogman who acknowledged himself to be the Chair of the Green Mountain Conservation Group being authorized so to do, executed the foregoing instrument for the purpose therein contained. In witness whereof, I have set my hand and official seal.
Name of Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DOYYYY) 05/01/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES

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Attachment A Budget Estimate

	s319 Grant	Non-Federal	
Budget Item	Funding	Matching Funds	Total Project Cost
Salaries & Wages	\$12,500	\$9,750	\$22,250
Indirect costs	\$1,000	\$600	\$1,600
Travel and Training	\$1,000	\$1,000	\$2,000
Contractual	\$12,000	\$1,000	\$13,000
Supplies and Equipment	\$3,500	\$1,000	\$4,500
Construction	\$20,000	\$20,000	\$40,000
Total Project Cost	\$50,000	\$33,350	\$83,350

Attachment B: Watershed Assistance and Restoration Grant Ranking

For the F		Amount	1	Reviewer	Reviewer			1	Reviewer	Average	1.1
Organization 3	: Project Name	requested	Reviewer 'A'	' 'B''	· · · · · · ·	Reviewer/D	Reviewer E'	Reviewer T:	.c.	Score	Rank
NH DES Dam Bureau	Sawyer Mill Dam Removal Project Phase 3: Construction	\$100,000	96	92	97	88	95	95	66	69.9],
Cobbett's Pond Improvement	Cobbett's Pond Restoration Plan Implementation IV - Bella		 		- •			 -		99.0	
Association	Vista Area	\$100,000	82	84	78	76	82	88	60	78.6	2
Town of Durham	Little Hale Pond -Dam Removal and Stream Restoration Project	\$75,000	78	85	69	71	86	71	58	73.4	3
Green Mountain Conservation Group	Oxsipee Lake Watershed Management Plan Phase 3: A Watershed Plan for the Bearcamp River Subwatershed	\$50,000	76	72	73	74	82	60	69	72.3	٠ ا
UNH Stormwater Center	Great Bay Waterbody/Watershed Nitrogen Non-Point Source Study implementation: Phase 3: University of New Hampshire BMPs to Reduce Nitrogen	\$75,000	70	82	78	65	75	74	50	70.6	5
Strafford Regional Planning Commission	Implementation, Phase I- Permeable Reactive Barrier Installations Project	\$50,000	76	78	74	61	62	72	47	70.0	6
Town of Wolfeboro	Lake Wentworth/ Crescent Lake WMP Implementation Phase 3: Route 109 Roadside and Camp Bernadette Shoreline BMPs	\$50,000	77	79	76	-58	84	66	75	73.6	Selected for
Messer Pond Protective Association	Messer Pond Watershed-Based Implementation Plan - Phase 1: County Road BMPs	\$10,000		68	64	66	80	75	74	71.7	Selected for
Pleasant Lake Protective Association	Pleasant Lake Watershed Plan Implementation, Phase II	\$75,000	69	71	65	66	80	63	55	69.9	Not selecte
Spofford Lake Protective Association	Spofford Lake Watershed Management Development and Implementation, Demonstration 8MPs	\$50,000	73	77	74	58	81	75	46	69.1	Not selecte
Southwest Region Planning Commission	Lake Warren Watershed Implementation Project, Phase 2	\$100,000	· ·	51	76	63	83	44	59	68.1	Not selecte
Projects Developing \	Watershed Plans										
	Project Name	Amount		Reviewer	Reviewer	Reviewer D'		Reviewer F	Reviewer	Average .Score (Rank
Organization	Nippo Lake Watershed Management Plan Phases 3 and 4; Additional Watershed Planning and Implementation of BMPs	requested \$75,000	Reviewer 'A'	83	83	78	91	82	74	82.9	Selected f
Gregg Lake Association	Gregg Lake Watershed Management Plan Development	\$25,000	92	65	60	67	84	65	64	79.8	Selected for
Lake Winnipesaukee								V			Selected for
Association Lakes Region Planning Commission	Mouttonborough Bay Watershed Plan Development Winnisquam Watershed Plan "Phase I" Groundwork for a Watershed Planning Process	\$65,000 \$10,000		64 63	79 ·	78 67	82 80	68 66	70 60	79.6 i	2017* Selected for 2017*
Squam Lakes Association	Squam Lakes Watershed Plan Development—Phase 1	\$50,000		74	82	62	75	70	72	73.7	Selected for 2017*
Lake Sunanee Protective	Sunapee Watershed Management Plan Development,	\$50,000	69	81	. 60.	66	. 62	∙ 62	73	73.3	Selected for 2017*
	2017	230,000									
Association Upper Merrimack Watershed Association	2017 Turkey River Watershed Restoration and Management Plan	\$50,000	90	74	67	59	85		61	72.7	Selected for 2017*
Association Upper Merrimack Watershed Association Jenness Pond Shore Owner's	Turkey River Watershed Restoration and Management Plan	\$50,000	·	74 84	67 73	59 55	. 85 . 77	31	61 57	72.7	2017*
Association Upper Merrimack Watershed Association	Turkey River Watershed Restoration and Management		·					31		•	1

Review Team Members	C'
Name ()	Qualifications
Steve Landry	20 years experience, Watershed Assistance Section Supervisor, project management, Mentmack watershed and fluvial geomorphology expertise
Jeff Merooux	14 years experience, Watershed Coordinator, project menagement, grant and contract experies
Serbere McMillen	15 years Watershed Assistance Dutreach Coordinator, outreach and education and stormwater expertise.
Sally Soule	20 years experience, Coestal Watershed Coordinator, project management, Coestal watershed expertise
Wendy Westin	15* years experience, Grants Specialist, budgeting, planning, project assistance expertise
Katie Zink	7 years experience, Watershed Assistance Specialist, surface and drinking water sampling, microbial expertise
Rob LMingston	29 years experience, Watershed pollution specialist, BMP, pollution source investigation expertise, Field training of local municipalities in wetershed pollution source tracking and identification, Environmental complaints field investigator.