



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

March 7, 2014

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

REQUESTED ACTIONS

1. Authorize the Department of Environmental Services (DES) to enter into grant agreements with the following two entities totaling \$241,992.00, for the purpose of milfoil prevention activities, effective upon Governor and Council approval through December 31, 2014. 100% Lakes Restoration Funds.

Vendor Name	Location	Vendor #	Grant Amount
New Hampshire Lakes Association, Inc.	Concord, NH	166610 B001	\$230,000.00
New Hampshire Rivers Council	Concord, NH	166749 B001	\$11,992.00
Total:			\$241,992.00

Funding is available in the account as follows:

03-44-44-442010-1430-073-500581 FY 2014
\$241,992.00
 Dept. Environmental Services, Lakes Restoration Program, Grants-Nonfederal

2. Further authorize the Department of Environmental Services to award an advance payment in the amount of \$75,000.00 to New Hampshire Lakes Association, Inc. (NH LAKES) in accordance with the terms of the grant agreement. 100% Lake Restoration Program Funds.

EXPLANATION

These two projects are focused on conducting prevention activities related to invasive aquatic species. NH LAKES has been receiving grants for the Lake Host Program for more than 10 years now, and there has been a documented decrease in the rate of spread of invasive species due to their efforts performing courtesy boat inspections and educating the public. The New Hampshire Rivers Council (NHRC) has been receiving grant funds for the River Runners Program for more than five years. Their efforts have greatly expanded the awareness of invasive species in New Hampshire's rivers, and have also helped to find new infestations of invasive species in rivers early. Their efforts compliment the control efforts underway across the state, for which there is a separate grant program established.

The Milfoil and Other Exotic Plants Prevention Program was established on January 1, 2003. This grant program was established to prevent and control new infestations of exotic aquatic plants through grants to non-profit and municipal organizations, as well as other state agencies. Program funding is from boat registration fees.

DES issued a Request for Proposals (RFP) for the Milfoil Prevention Grant Program and received two applications. The proposals were reviewed and approved by a committee comprised of a representative from the Commissioner of the Department of Safety, the coordinator of the New Hampshire Lakes Management Advisory Committee, and the Limnology Center Director at DES. The proposals were reviewed based on the criteria included in the Management Plan for Milfoil Prevention Grants. Based on the review criteria, these projects were eligible for funding.

The purpose of the NH LAKES project is to prevent the introduction of exotic aquatic plants into lakes and ponds in New Hampshire by continuing to expand and administer the Lake Host Program on public access sites throughout the state. Organizations participating in the Lake Host Program will staff public access sites to conduct inspections of boats, trailers and other recreational gear as they enter and leave public waterbodies. Lake Hosts will also distribute pamphlets and other educational materials to lake recreationists and will record data on the numbers and types of recreational vessels visiting these access sites, as well as data on plants that may have been attached to recreational gear.

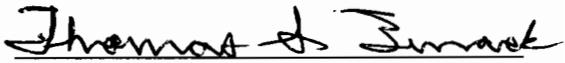
NH LAKES is a non-profit organization with limited resources, and an advance payment of \$75,000.00 is requested as start-up costs for the proposed activities. NH LAKES is required to provide documentation of a 50% match toward the grant they receive. In past years their match levels have been much higher than 50%, and they are capable of and committed to obtaining the required match.

The purpose of the NHRC project is to perform early detection work related to exotic aquatic species in the rivers in New Hampshire, including monitoring and outreach work. NHRDC staff will distribute pamphlets and other educational materials to river visitors and hold trainings around New Hampshire to inform interested groups about exotic aquatic species such as milfoil, Didymo (an invasive algal species that poses problems for river health and ecology) and more.

This program is 100% fee funded through the Lake Restoration Fund. In the event that fee funds become no longer available, General Funds will not be requested to support this program.

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

We respectfully request your approval.


Thomas S. Burack
Commissioner

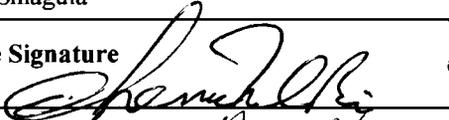
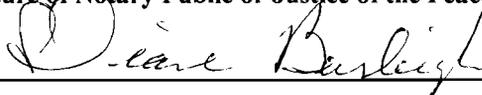
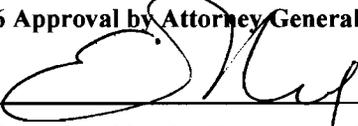
Subject: NH Lakes Association Lake Host Program

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATIONS

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301	
1.3 Grantee Name: New Hampshire Lakes Association, Inc.		1.4 Grantee Address 14 Horseshoe Pond Lane Concord, NH 03301	
1.5 Effective Date Upon G&C approval	1.6 Completion Date December 31, 2014	1.7 Audit Date N/A	1.8 Grant Limitation \$230,000.00
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 Thomas W. O'Brien, President	
1.13 Acknowledgment: State of <u>New Hampshire</u> , County of <u>Merrimack</u> On <u>02/17/2014</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) 		DIANE T. BURLEIGH, Notary Public My Commission Expires April 13, 2016	
1.13.2 Name & Title of Notary Public or Justice of the Peace <u>Diane Burleigh</u> <u>Customer Service</u>			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Thomas S. Burack, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By:  Attorney, On: <u>3/17/2014</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 OR AGREEMENT.

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

11. EVENT OF DEFAULT; REMEDIES.

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

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

11.1.2 failure to submit any report required hereunder; or

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

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

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

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

11.2.2 give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the

portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

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

12. TERMINATION.

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

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

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

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

13. CONFLICT OF INTEREST. No officer, member 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, workmen's compensation or emoluments provided by the State to its employees.

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

NH LAKES- EXHIBIT A SCOPE OF SERVICES

The New Hampshire Lakes Association, Inc. (NH LAKES) shall perform the following tasks as described in the detailed proposal titled “New Hampshire Lakes Association Lake Host Program: An Aquatic Nuisance Species Education and Prevention Program,” submitted by the New Hampshire Lakes Association:

1. Secure Lake Host payroll grant program participants for the 2014 boating season.
2. Create, secure and provide program materials and supplies to participants.
3. Train paid staff and volunteer participants in a series of training workshops in May and June 2014. At the end of each meeting provide the trainees with the appropriate materials (uniform, paperwork, educational materials, etc) they will need to administer the program at their designated access sites.
4. Implement/deliver the program at the participating launch sites.
5. Provide program infrastructure support as needed.
6. Provide DES with a final program report by December 31, 2014, including any final invoices for work performed.

DES agrees to provide technical assistance, distributional materials, and training to the Grantee.

**NH LAKES- EXHIBIT B
CONTRACT PRICE AND METHOD OF PAYMENT**

One payment of \$75,000.00 shall be made upon Governor and Council approval to NH LAKES. NH LAKES is a not-for-profit organization with limited resources, and has requested an advance disbursement to begin paying hired Lake Hosts for their training period. This group has successfully carried out this program for several years now, and has consistently managed their grant effectively.

The remainder of the payments shall be upon approval of stated outputs and verification of the value of completed work through receipts and match documentation (including the value of volunteer labor) and procurement documentation forms provided by DES and completed by NH LAKES.

Any unexpended balance of the initial payment shall be returned to DES.

Total grant amount shall not exceed **\$ 230,000.00**

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

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

**NH LAKES- EXHIBIT C
SPECIAL PROVISIONS**

Section 14.1.1 shall be modified from \$2,000,000 per occurrence to \$1,000,000 per occurrence for the purposes of this work and contract.

CERTIFICATE

I, Susan R. Goodwin, Chairman of the New Hampshire Lakes Association, do
(Printed Name of Certifying Officer) (Office) (Grantee)
hereby certify that:

(1) I am the duly elected Chairman of the Board ;
(Office)

(2) on 2/18/2014, the New Hampshire Lakes Association Board of Directors voted to accept
(Date) (Organization)
DES funds and to enter into a contract with the Department of Environmental Services;

(3) the New Hampshire Lakes Association further authorized the President to execute any
(Organization) (Office of Person Authorized to Sign)
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:

Thomas O'Brien
(Printed name of person that signed contract)

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman of
(Office of Certifying Officer)
the New Hampshire Lakes Association, this 18th day of Feb,
(Organization)

Susan R. Goodwin
(Signature of Certifying Officer)

STATE OF New Hampshire

County of Merrimack

On this the 18th day of February, before me Michelle Wilkerson
(Notary Public)
the undersigned officer, personally appeared Susan R. Goodwin who acknowledged
(Printed Name of Certifying Officer)
him/herself to be the Chair 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.

Michelle Wilkerson
(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 NEW HAMPSHIRE LAKES ASSOCIATION, INC. is a New Hampshire nonprofit corporation formed August 9, 1984. 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 18th day of February A.D. 2014

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

William M. Gardner
Secretary of State

Attachment A NH Lakes Budget Estimate

2014 Lake Host Payroll Gant Program Proposed Budget (prepared 11/25/13)

BUDGET ITEM	DESCRIPTION	RATE	TOTAL	GRANT (DES)	MATCH (in-kind & cash)	MATCH SOURCE
LABOR (HOURLY RATE)						
Position 1	Project Manager	680 hours per year @ \$26.47/hr.	\$18,000	\$18,000	\$0	
Position 2	Operations Assistant	750 hours per year @12/hr.	\$9,000	\$9,000	\$0	
Position 3	Bookkeeper	80 hrs/yr @19.23/hr	\$1,538	\$1,538	\$0	
Payroll Grant Program Participants	Paid Lake Hosts for approximately 90 organizations staffing a total of 105 ramps	\$7.25 - \$12/hour (determined by local groups. Note: The payroll grant award per group and the resultant number of paid lake host hours available to each group will be based on the number of inspections conducted during previous years and the amount of vol	\$320,250	\$120,250	\$200,000	Participating groups provide cash for additional Lake Host hourly pay & associated taxes & benefits beyond that provided through payroll grant award
	Volunteer Lake Hosts and Point Persons	~10,000 hrs. total @ \$22.14/hr. (equals ~119 hrs./organization)	\$221,400	\$0	\$221,400	Participating groups
PAYROLL TAXES/BENEFITS						
Position 1	Project Manager	includes social security & medicare, state unemployment tax, workers comp, retirement, health insurance	\$9,180	\$9,180	\$0	
Position 2	Operations Assistant	includes social security & medicare, state unemployment tax, workers comp insurance,	\$4,950	\$4,950	\$0	
Position 3	Bookkeeper	includes social security & medicare, state unemployment tax, workers comp insurance, retirement, health insurance	\$538	\$538	\$0	
Payroll Grant Program	Lake Hosts	includes social security & medicare, state unemployment tax, workers comp insurance	\$48,038	\$18,038	\$30,000	
EQUIPMENT	Not applicable					
MATERIALS	shirts, hats, pens, clip-boards, carrying case for 2 persons per	2 persons/org. x 90 orgs. =180 people x \$35/person = \$6,300	\$7,300	\$6,300	\$1,000	Groups purchase additional uniforms
	Lake Host Program Manual	750 printed copies	\$1,250	\$1,250	\$0	
	Laminated Aquatic Nuisance Species Identification Key	750 Double sided, full color 8.5" x11" reference page for Lake Host training/reference	\$1,000	\$1,000	\$0	
	Education and Training Videos	Production of one educational video and one training video to replace 14 year old videos	\$12,000	\$12,000	\$0	
SUPPLIES	"Clean, Drain & Dry" Decal	Approx. 20,000 to distribute to boaters	\$2,000	\$2,000	\$0	
OTHER	Admin. Costs - Indirect Personnel (NH LAKES President & Support Staff time for staff supervision, general operations, program management, risk management, and administrative oversight)	5% NH LAKES annual non-program personnel expense	\$10,900	\$10,900	\$0	
	Admin. Costs - Indirect: rent, utilities, cleaning, IT maintenance and support, phone, internet	12 months @ \$410/month	\$4,920	\$4,920	\$0	
	Admin. Costs - Indirect Seasonal: general supplies, postage, printer & fax toner, paper	5 months @ \$180/month	\$3,500	\$1,000	\$2,500	Volunteers copying forms, postage mailing
	Payroll Services	For May thru Sept. & January	\$4,000	\$4,000	\$0	
	Insurance	Liability	\$1,250	\$1,250	\$0	
	Audit	Project portion of NH LAKES audit	\$3,000	\$3,000	\$0	
	Travel (mileage to and from ramps and training sessions)	NH LAKES staff = approx. 1500 miles; Volunteer Lake Host = approx. 14,000 miles; miles @ \$0.565/mile	\$8,886	\$886	\$8,000	Volunteer mileage to and from ramp
TOTALS			\$692,900	\$230,000	\$462,900	

ADDITIONAL REMARKS SCHEDULE

AGENCY Bellows-Nichols Agency, Inc.		NAMED INSURED New Hampshire Lakes Association Concord, NH 03301	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: ACORD Certificate of Liability Insurance

Garage Liability

INSR ADD'L LTR INSRD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$

Automobile Liability

INSR ADD'L LTR INSRD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)
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Excess/Umbrella Liability

INSR ADD'L LTR INSRD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A				\$

Other Liability

INSR LTR	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B				



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/11/2014

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

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

PRODUCER McCrillis & Eldredge Ins, Inc. 2 North Main Street Newport, NH 03773 Christopher C. Eldredge	Phone: 603-863-3636 Fax: 603-863-5177	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED New Hampshire Lakes Assoc Inc. 14 Horsehoe Pond Lane Concord, NH 03301	INSURER A : Travelers		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0398N26713	05/01/2013	05/01/2014	WC STATUTORY LIMITS OTH-ER E. L. EACH ACCIDENT \$ 100,000 E. L. DISEASE - EA EMPLOYEE \$ 100,000 E. L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER**CANCELLATION**

NHDEP-1 NH DEPARTMENT OF ENVIRONMENTAL SERVICES PO BOX 95 CONCORD, NH 03302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Christopher C. Eldredge
--	---

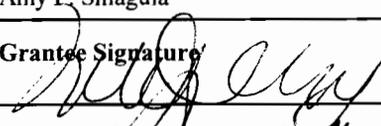
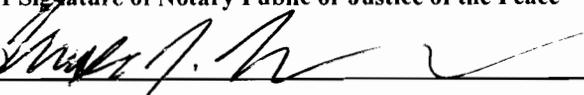
Subject: NH Rivers Council- River Runners Invasive Aquatic Plants Monitoring Program

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATIONS

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301	
1.3 Grantee Name: New Hampshire Rivers Council		1.4 Grantee Address 54 Portsmouth Street Concord, NH 03301	
1.5 Effective Date Upon G&C approval	1.6 Completion Date December 31, 2014	1.7 Audit Date N/A	1.8 Grant Limitation \$11,992.00
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 Michele L. Trendley, president	
1.13 Acknowledgment: State of <u>New Hampshire</u> , County of <u>Merrimack</u> On <u>Feb 25 / 2014</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 <u>Matthew J. Monahan, Notary Public / Comm Ex.</u> <u>3 April, 2018</u>			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Thomas S. Burack, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By:  Attorney, On: <u>3/24/2014</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 OR AGREEMENT.

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

11. EVENT OF DEFAULT; REMEDIES.

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

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

11.1.2 failure to submit any report required hereunder; or

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

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

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

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

11.2.2 give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the

portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

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

12. TERMINATION.

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

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

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

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

13. **CONFLICT OF INTEREST.** No officer, member 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, workmen's compensation or emoluments provided by the State to its employees.

15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit 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 workers' 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 18.1 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 New Hampshire Rivers Council (NHRC) is the grantee for this project. The New Hampshire Department of Environmental Services (DES) is referred to as the “state.” Amy P. Smagula is the grant officer for the state.
2. The NHRC will, per the project proposal they submitted (that is on file at DES):
 - Support River Runners and other volunteers
 - Hold River Runner workshops (6)
 - Train volunteers in field identification of invasives
 - Participate in LAC workshops
 - Provide information on mapping resources
 - Develop and field test marking devices for rivers for invasives
 - Expand the network of monitoring agencies and organizations working on invasive species monitoring in rivers
 - Train White Mountain National Forest Staff to assist with invasive species identification
 - Train NH Environmental Educators and Homeschools in invasive species ID
 - Hold training workshops and develop materials (herbarium)
 - Increase the visibility of the NH Rivers Council as a partner with DES in exotic species prevention
 - Create a brochure on invasive aquatic species in NH’s Rivers
 - Distribute Clean, Drain & Dry signage
3. The NHRC will provide a final report by December 31, 2014, summarizing activities related to the workshop series (number of attendees, etc) and data and information collected during any field work or field surveys that are performed.

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.

The total grant award shall not exceed \$11,992.00.

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

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

**EXHIBIT C
SPECIAL PROVISIONS**

There are no special provisions.

CERTIFICATE of AUTHORITY

I, Matthew J. Monahan, Vice-President of the New Hampshire Rivers Council, do hereby certify that:

- (1) I am the duly elected Vice-President;
- (2) at the meeting held on February 10, 2014, the New Hampshire Rivers Council voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the New Hampshire Rivers Council further authorized the President to execute any documents which may be necessary for this contract;
- (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (5) the following person has been appointed to and now occupies the office indicated in (3) above:

Michele L. Tremblay

IN WITNESS WHEREOF, I have hereunto set my hand as the Vice-President of the New Hampshire Rivers Council, this 25th day of February 2014.



Matthew J. Monahan

STATE OF NEW HAMPSHIRE

County of Merrimack

On this the 25 day of February 2014 before me Michele L Tremblay the undersigned officer, personally appeared Matthew J. Monahan who acknowledged him/herself to be the Vice-President of the New Hampshire Rivers Council being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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



Name of Notary Public (signature above)

Commission Expiration Date:
(Seal)

MICHELE L. TREMBLAY, Justice of the Peace
My Commission Expires August 24, 2016

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 NEW HAMPSHIRE RIVERS COUNCIL is a New Hampshire nonprofit corporation formed July 9, 1993. 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 19th day of February A.D. 2014

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

William M. Gardner
Secretary of State

**Attachment A
NH Rivers Budget Estimate**

BUDGET ITEM	QTY	RATE	TOTAL	GRANT	MATCH	MATCH SOURCE
EQUIPMENT	1	200	400	200	200	Marker development tools/supplies
LABOR						
<i>Michele L. Tremblay</i>	68 hours	125	8,500	0	8,500	Volunteer time
<i>Project partners</i>	91 hours	22	2,002	0	2,002	Time at and to plan workshops CNHRPC
<i>GIS mapping</i>	30 hours	65	1,950	0	1,950	
MATERIALS						
<i>Participant packets</i>	225#	5	1,800	1,125	675	Brochures in inventory
SALARY						
<i>Colleen Hannon</i>	159 hours	35	5,565	5,565	0	NHHC, LAC, VRAP, WMNE
BENEFITS	0	0	0	0	0	
CONTRACTED SERVICES						
<i>GIS contractor</i>	30 hours	125	3,750	3,750	0	
SUPPLIES						
<i>Workshop refreshments</i>	9#	40	360	360	0	
OTHER - explain						
<i>Printing services</i>	1,000#	0	350	350	0	
<i>Room rental</i>	11#	150	1,650	0	1,650	Room rental
<i>Mileage</i>	916#	1	517	517	0	
<i>Lodging (weather dependent)</i>	1#	125	125	125	0	
TOTALS			26,969	11,992	14,977	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/13/2014

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

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PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Pat Mack PHONE (A/C No. Ext): (603) 293-2791 FAX (A/C No.): (603) 293-7188 E-MAIL ADDRESS: pat@esinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED New Hampshire Rivers Council 54 Portsmouth Street Concord NH 03301	INSURER A: Philadelphia Insurance Co	
	INSURER B: Northern Insurance Company 19372	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2013-2014 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PHPK867688	5/19/2013	5/19/2014	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC001674029	5/19/2013	5/19/2014	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000	

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

CERTIFICATE HOLDER NH Department of Environmental Services Attn: Lori L Sommer, Mitigation Coord. 29 Hazen Drive PO Box 95 Concord, NH 03302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Pat Mack/PAT <i>Pat Mack</i>