



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner



July 14, 2014

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

REQUESTED ACTION

Authorize the Department of Environmental Services to amend an agreement (PO# 1028691) with the Green Mountain Conservation Group, Effingham, NH, (VC #158389), for the *Ossipee Lake Watershed Management Plan Phase 1: A Watershed Plan for Danforth Pond and the Lower Bays of Ossipee Lake* project by: a) increasing the grant limitation by \$2,000, from \$65,000 to \$67,000; b) increasing the match requirement by \$1,334, from \$43,355 to \$44,689; and, c) including additional work in Task 30 of the Scope of Services, effective upon Governor and Council approval through December 31, 2015. The original agreement was approved by G&C on March 20, 2013, Item #62. 100% Federal Funds.

Funding is available in the account as follows:

	<u>FY 2015</u>
03-44-44-442010-7602-072-500575	\$2,000
Dept. Environmental Services, Surface Water Quality PPG, Grants-Federal	

EXPLANATION

DES is requesting approval of this amendment to provide Green Mountain Conservation Group (GMCG) additional funding to complete the build-out analysis for the portion of the watershed located within the town of Ossipee. The build-out analysis will allow stakeholders to predict how future growth could impact the watershed and its water quality. The build-out analysis is a critical component of the watershed planning process which will allow local stakeholders to make informed decisions about future development and other activities within their watershed. GMCG had initially planned on completing the Ossipee portion of the build out analysis with in-house staff, but staffing changes have led to the need to contract out the analysis. GMCG will now work with a consultant to complete the build-out analysis for both Freedom and Ossipee. Please see Attachment B for a copy of the original Grant Agreement.

The revised total project costs are budgeted at \$111,689. DES will provide \$67,000 (60%) of the project costs through a federal grant and GMCG will provide the remaining costs through cash and in-kind services. The revised budget breakdown is provided in Attachment A. As required by Section 319 of the Clean Water Act, federal funds provided to this project must be matched by a local, state, or private share of at least 40 percent. In the event that Federal Funds become no longer available, General Funds will not be requested to support this program. This amendment has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.


Thomas S. Burack, Commissioner

Agreement for Services with Green Mountain Conservation Group
Amendment No. 1

This Agreement (hereinafter called the "Amendment") dated this 4th day of April, 2014, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the "State") and Green Mountain Conservation Group (GMCG), acting by and through its Executive Director, Blair Folts (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council on March 20, 2013, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement, and in consideration of payment by the State of certain sums as specified therein; and

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

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

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
 - (A) Exhibit A, the Scope of Services shall be changed by revising Task 30 to read:
Conduct a build-out analysis for the portion of the watershed within the towns of Freedom and Ossipee in order to estimate growth impacts on future phosphorus load and water quality. Generate a final report that will be shared with the towns under Objective 9.
 - (B) The Grant Limitation as set forth in sub-paragraph 1.8 of the agreement shall be changed from \$65,000 to \$67,000.
 - (C) The Total Match Cost Documentation as set forth in Exhibit B, Paragraph 1 shall be changed from \$43,355 to \$44,689.
 - (D) The Contract Price and Method of payment as set forth in Exhibit B shall be changed to include an additional \$2,000 payment for completion of Task 30, increasing the payment amount from \$5,000 to \$7,000.
2. Effective Date of Amendment: This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.
3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Grantee Initials BF
Date: 29 April 2014

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

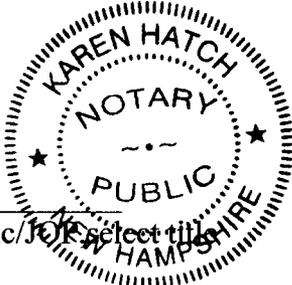
Green Mountain Conservation Group

By *Blair Folts*
Blair Folts, Executive Director

STATE OF NEW HAMPSHIRE
COUNTY OF CARROLL

On this the 24 day of APRIL, 2014, before the undersigned officer, personally appeared Blair Folts, Executive Director who acknowledged herself to be the person who executed the foregoing instrument for the purpose therein contained.

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

Karen Hatch
enter name notary public/JOHN R. HATCH


My Commission Expires:date

KAREN HATCH, Notary Public
My Commission Expires January 27, 2015

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By *Thomas S. Burack*
Thomas S. Burack, Commissioner

Approved by Attorney General this 25th day of July, 2014

OFFICE OF ATTORNEY GENERAL

By *Jan Mee*

Grantee Initials *BF*
Date: 24 April 2014

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 16th day of April A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE

I, Holly Larsen, Treasurer of the GMCG, do
(Printed Name of Certifying Officer) (Office) (Grantee)

hereby certify that:

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

(2) at the meeting held on 4-24-14, the GMCG voted to accept
(Date) (Organization)
DES funds and to enter into a contract with the Department of Environmental Services;

(3) the GMCG further authorized the Executive Director
(Organization) (Office of Person Authorized to Sign)
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
(Printed name of person that signed contract)

IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer of
(Office of Certifying Officer)
the GMCG, this 16th day of June 2014.
(Organization)

Holly Larsen
(Signature of Certifying Officer)

STATE OF NEW HAMPSHIRE

County of MERRIMACK

On this the 16 day of JUNE 2014, before me DENISE A. DANIEL
(Notary Public)

the undersigned officer, personally appeared HOLLY LARSEN who acknowledged
(Printed Name of Certifying Officer)

him/herself to be the TREASURER of the Organization being authorized so to do,
(Office)

executed the foregoing instrument for the purpose therein contained.

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

Denise A. Daniel
(Notary Public Signature)



Commission Expiration Date:

(Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/15/2014

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 Infinger Insurance 234 White Mountain Highway P.O. Box 2010 Conway NH 03818		CONTACT NAME: Tonya Fox, ACSR PHONE (A/C, No, Ext): (603) 447-5123 FAX (A/C, No): (603) 447-5126 E-MAIL ADDRESS: tonya@infingerinsurance.com	
INSURED Green Mountain Conservation Group, Inc. PO Box 95 Effingham NH 03882		INSURER(S) AFFORDING COVERAGE INSURER A: Massachusetts Bay Ins Co NAIC # 22306 INSURER B: Philadelphia Indemnity Ins Co 18058 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1441571543 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			ODV8899621-04	10/4/2013	10/4/2014	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						REVENTION \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WDV8833524-04	9/1/2013	9/1/2014	WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L EACH ACCIDENT \$ 500,000 E.L DISEASE - EA EMPLOYEE \$ 500,000 E.L DISEASE - POLICY LIMIT \$ 500,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						
B				PHSD875006	10/4/2013	10/4/2014	

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

CERTIFICATE HOLDER (603) 271-7894 NH DES Watershed Assistance Specialist Jeff Marcoux 29 Hazen Drive PO Box 95 Concord, NH 03302-0095	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 M Infinger, AAI/MMAC
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Attachment B: Copy of the original Grant Agreement



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

February 12, 2013

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

APPROVED G & C
DATE 3/20/13
ITEM # 602

REQUESTED ACTION

Authorize the Department of Environmental Services to enter into an agreement with the Green Mountain Conservation Group, Effingham NH, (VC #158389) in the amount of \$65,000 to complete the *Ossipee Lake Watershed Management Plan Phase 1: A Watershed Plan for Danforth Pond and the Lower Bays of Ossipee Lake Project*, effective upon Governor and Council approval through December 31, 2015. 100% Federal Funds.

Funding is available in the account as follows:

03-44-44-442010-7602-072-500575 FY 2013
\$65,000
Dept. Environmental Services, Surface Water Quality PPG, Grants-Federal

COPY

EXPLANATION

The Department of Environmental Services (DES) issued a Request For Proposals (RFP) for the 2013 Watershed Assistance Grants program. Fifteen proposals were received. The proposals were ranked based on the criteria included in the RFP: water quality improvement or protection; cost/benefit ratio; local capacity to complete the project; relative value or significance of the water body; and, general quality and thoroughness of the proposal. Bonus points were available for projects that: implemented a watershed management plan; reduced nitrogen loading to Great Bay; or, addressed waters impaired by hydro-modification. Based on results of the selection process and available federal grant funding levels, the nine highest ranked projects were selected to receive funding. Please see Attachment B for a list of project rankings and review team members.

The Watershed Assistance Grants focus on the reduction of nonpoint source (NPS) pollution. NPS pollution occurs when rainfall, snowmelt, or irrigation water runs over land or through the ground, transporting materials which are then deposited into rivers, lakes, and coastal waters, or introduced into the groundwater. Pollutants can include chemicals, sediments, nutrients, and toxics. These materials can have harmful effects on drinking water supplies, recreation, fisheries, and wildlife. Land

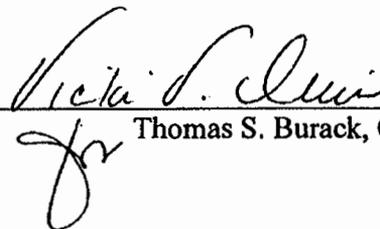
development or changes in land use can also cause NPS pollution by disrupting the natural hydrology of a water body, increasing impervious surfaces, and contributing to the loss of aquatic habitat. Watershed Assistance programs address NPS pollution by managing land use and drainage on a watershed scale.

The surface waters of the Ossipee Lake watershed are heavily used recreational resources that are an important driver of the local economy and settlement pattern in the region. The watershed also overlies the largest stratified drift aquifer in New Hampshire. Generally, water quality in the Ossipee watershed is still quite good, but years of water quality data collected by local stakeholders indicate concerning trends of decreasing water clarity and increasing nutrient levels. The regional hydrology, geology, and the pace of development and population growth indicate that this area's valuable water resources are particularly vulnerable to threats from increasing non-point source pollution loads.

Through this project GMCG and its project partners will identify, quantify, and address sources of nutrient loading, specifically phosphorus. They will use predictive models to determine current pollutant loads to the water body as well as expected conditions as development in the watershed continues. The Plan will identify and prioritize Best Management Practices (BMPs) and land use planning to be utilized to maintain or reduce nutrient loadings as necessary to meet their water quality goals. A number of small scale stormwater BMPs will be installed as demonstration projects to provide examples of feasible NPS management strategies. The project will also include a significant education and outreach component to engage residents and decision makers in watershed protection dialogue and activity.

The total project costs are budgeted at \$108,385. DEW will provide \$65,000 (60%) of the project costs through a federal grant and the Green Mountain Conservation Group will provide the remaining costs through cash and in-kind services. A budget breakdown is provided in Attachment A. As required by Section 319 of the Clean Water Act, federal funds provided to this project must be matched by a local, state, or private share of at least 40 percent. In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

The agreement has been approved by the Office of the Attorney General as to form, execution, and content. We respectfully request your approval.



Thomas S. Burack, Commissioner



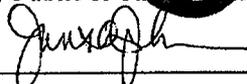
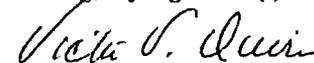
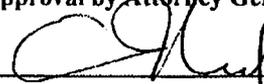
GRANT AGREEMENT

Subject: Ossipee Lake Watershed Management Plan Phase 1: A Watershed Plan for Danforth Pond and the Lower Bays of Ossipee Lake

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

GENERAL PROVISIONS

1. IDENTIFICATIONS AND DEFINITIONS

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301	
1.3 Grantee Name Green Mountain Conservation Group		1.4 Grantee Address 196 Huntress Bridge Road Effingham, NH, 03882	
1.5 Effective Date Upon G&C approval	1.6 Completion Date December 31, 2015	1.7 Audit Date N/A	1.8 Grant Limitation \$65,000
1.9 Grant Officer for State Agency Eric Williams, Watershed Assistance Section Supervisor		1.10 State Agency Telephone Number 603-271-2358	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor BRIAN A. FOLTS, EXECUTIVE DIRECTOR	
1.13 Acknowledgment: State of New Hampshire, County of <u>Carroll</u> On <u>1/28/2013</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 she 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 Janet Johnson Justice of the Peace - State of New Hampshire My Commission Expires December 20, 2015			
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>2/26/13</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, 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, or use 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 Before and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for this purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

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

10. **CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

11.1.2 failure to submit any report required hereunder; or

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

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

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

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

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

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

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

12. TERMINATION.

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

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

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

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

13. CONFLICT OF INTEREST. No officer, member or employee of the Grantee and no representative, officer of employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carried 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 a subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker's compensation or emoluments provided by the State to its employees.

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

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

17. INSURANCE AND BOND.

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

benefit of the State, the following insurance:

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

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

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

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

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

20. AMENDMENT. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and 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 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 (GMCG) shall perform the following tasks as described in the detailed proposal titled *Ossipee Lake Watershed Management Plan Phase 1: A Watershed Plan for Danforth Pond and the Lower Bays of Ossipee Lake*. Revised version submitted by the GMCG on January 15, 2013:

Objective 1: Select and hire a consultant that will provide expert assistance in completing the development of this phase of the Ossipee Watershed Management Plan development.

Measures of Success: Qualified consultant is hired; contract, scope of work, and budget are approved; subcommittee chairs and committee roles are identified.

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

Task 1: Develop and issue combined Request for Qualifications (RFQ) and Request for Proposals (RFP) for consultant's role in developing the watershed management plan following a state and federally approved procedure. Provide draft solicitation and RFQ/RFP documents to DES for review and approval prior to publication.

Task 2: Assemble a consultant selection panel, review and rank proposals, and conduct interviews with applicants if necessary.

Task 3: Notify the selected consultant and negotiate draft contract agreement and final scope of work with most qualified consultant. Submit contract to DES for review and approval prior to signatures.

Task 4: Kick off WMP project by convening steering committee meeting; define subcommittee needs and select chair heads for steering committee roles; and hold public kick-off meeting with stakeholders.

Objective 2: Prepare Modeling Site Specific Project Plan (SSPP) under the Generic NPS 319 Quality Assurance Plan to govern data analysis and modeling.

Measures of Success: Consultant prepares and submits SSPP to Steering Committee and DES for review and comment. Consultant addresses comments and submits final SSPP to DES for approval.

Deliverable 2: Provide DES with a copy of a finalized Modeling SSPP.

Task 5: Coordinate with the consultant, DES, and the modeling subcommittee to draft a modeling SSPP which will cover all project modeling activities, including watershed pollutant loading, watershed response modeling, and BMP implementation load reduction modeling.

Task 6: Incorporate initial review comments into the draft Modeling SSPP.

Task 7: Coordinate with the consultant to address any comments by the modeling subcommittee and DES, and then prepare and submit the final SSPP. No modeling work will begin until SSPP has been approved by DES.

Objective 3: Prepare Water Quality Monitoring SSPP under Generic DES VLAP Quality Assurance Plan and the New Hampshire Center for Freshwater Biology and Lay Lakes Monitoring Program (LLMP) Quality Assurance Plan, and collect additional water quality data to verify/calibrate the Watershed and In-lake Models.

Measures of Success: Gaps in data will be filled by the collection of new data from new sites.

Deliverable 3: Provide DES with a copy of finalized Water Quality Monitoring SSPP.

Task 8: Coordinate with UNH, DES, and monitoring subcommittee to draft the water quality monitoring SSPP and submit to DES.

Task 9: Incorporate initial review comments into the draft Monitoring SSPP.

Task 10: Coordinate with the consultant to address any comments by the subcommittee and DES, and then prepare and submit the final Monitoring SSPP. No monitoring work will begin until SSPP has been approved by DES.

Objective 4: Conduct water quality monitoring under approved monitoring SSPP and approved GMCG QAPP

Measures of Success: Gaps in data will be filled by the collection of new data from new sites.

Deliverable 4: TP and physical parameter data from the Ossipee Lake outflow in spreadsheet form; dissolved oxygen profiles of the receiving waters, and dissolved oxygen and pH semi-continuous data from key tributaries in spreadsheet form. Coordinate with DES to submit all water quality data for incorporation into DES Water Quality Database.

Task 11: Submit updated programmatic QAPP to DES for review and comment. Incorporate comments and send to EPA for approval.

Task 12: Deploy water quality monitoring meters for 3-4 days at a time to collect semi-continuous dissolved oxygen and conductivity data in a number of key tributaries during late summer base flow. Collect semi-continuous pH data in a number of key tributaries during spring runoff. Download the data and export to spreadsheet format to share with consultant.

Task 13: Monthly, from ice-out through fall turnover, measure dissolved oxygen profiles and collect TP samples on Danforth Pond, Broad bay, and Berry Bay to obtain a better understanding of internal nutrient loading dynamics. Leavitt Bay is omitted due to channel scour in the area of the deep spot.

Task 14: Collect grab samples at one meter intervals above the deep spot from Danforth Pond, Broad Bay, and Berry Bay in late summer. Analyze them for total phosphorus concentration. All data collection will be governed by water quality monitoring SSPP.

Task 15: Merge water quality data from the UNH LLMP lab and GMCG into one spreadsheet/ database for analysis and submit data to DES in a format suitable for inclusion in the DES Environmental Monitoring Database.

Task 16: In accordance with the Regional Interstate Volunteers for the Ecosystems and Rivers of Saco (RIVERS) Water Quality Monitoring Program QAPP, collect physical parameter data and total phosphorous grab samples from established tributary monitoring stations within the project area.

Objective 5: Determine assimilative capacity of Danforth Pond and the Lower Bays and establish water quality goals

Measures of Success: Steering Committee limnologist confirms assimilative capacity to maintain respective trophic status of water bodies. Water quality goal defined.

Deliverable 5: Provide DES with documentation of the calculation of current water quality criteria for phosphorus; and documentation of the water quality goal establishment process, and the final water quality goals.

Task 17: Conduct assimilative capacity analysis. Gather and evaluate existing data for determining assimilative

capacity.

Task 18: In consultation with UNH Limnologist and GMCG research committee, determine median epilimnetic phosphorus concentration and calculate total assimilative capacity, reserve assimilative capacity, and remaining assimilative capacity for phosphorus. Verify that median phosphorus values are within remaining assimilative capacity. Submit to DES for review and approval.

Task 19: Establish and oversee technical advisory committee. Develop committee of technical experts and municipal representatives to establish water quality targets. Hold meetings as necessary throughout the plan development process to review modeling results.

Task 20: Outline the process for determining a water quality goal, establish a goal and document the goal. Submit to DES for review and approval.

Objective 6: Identify and assess existing sources of NPS pollution

Measures of Success: Land use data will be corrected, stormwater and shoreline NPS sources will be identified, publicly available septic system data will be collected, internal nutrient loading will be quantified, and development regulations will be reviewed for gaps in protection.

Deliverable 6: Provide DES with digitized land use corrections, photographs and field data sheets describing NPS source sites, a spreadsheet of septic system data, estimated internal loading factor calculations, and a list of existing gaps in local development regulations.

Task 21: Solicit guidance from the consultant and conduct review of existing land use data in the Danforth Pond watershed using aerial imagery. Submit digitized corrections to consultant, to be included in an impervious surface GIS data layer.

Task 22: Solicit guidance from the consultant and conduct review of existing land use data in the Lower Bays watershed using aerial imagery. Submit digitized corrections to consultant to be included in an impervious surface GIS data layer.

Task 23: Conduct windshield surveys of roads, parking lots, culverts and livestock operations adjacent to surface water bodies in order to identify NPS source sites and implementation project needs.

Task 24: Obtain septic system data from records at the DES Subsurface Bureau, collect size and age data for septic systems within 250 feet of the shoreline. If data is insufficient conduct septic system survey at properties within 250 feet of surface water. Submit survey form to DES for review and approval prior to use.

Task 25: Assess internal nutrient loading. Using dissolved oxygen and total phosphorus profile data estimate the extent of internal nutrient loading.

Task 26: Review municipal development regulations from watershed towns. Provide review findings to consultant to include as recommendations in the final watershed plan. Interview road agents about catch basin maintenance practices and needs.

Objective 7: Determine annual pollutant loads to water bodies and estimate reductions needed

Measures of Success: Models will be run with all required input sources following approved SSPP.

Deliverable 7: Provide DES with maps of modeling outputs; a graph of pollutant loads by source category; annual pollutant load in pounds; estimated reductions needed to maintain trophic status; completed build-out analysis

report.

Task 27: Using existing tributary total phosphorous data, septic and land use data, and other inputs, model the annual pollution source loads for each subwatershed using the Lakes Loading Response Model and estimate reductions needed.

Task 28: Using an in-lake response model, in consultation with the technical advisory committee, determine the in-lake response to pollutant loading, and the in-lake concentrations of phosphorus and chlorophyll-a.

Task 29: Using results of the in-lake response model, estimate the annual phosphorus load reductions needed in pounds to meet the water quality goal.

Task 30: Conduct a build-out analysis for the portion of the watershed within Freedom in order to estimate growth impacts on future phosphorous load and water quality. Generate a final report that will be shared with towns under Objective 9.

Objective 8: Determine actions needed to reduce NPS pollution and maintain the water quality goal for Danforth Pond and the Lower Bays.

Measures of Success: Highest priority stormwater and shoreline sites will be clearly identified for implementation.

Deliverable 8: Provide DES with a prioritized list of NPS pollution restoration sites ranked in terms of pounds of phosphorus reduced per dollar of estimate implementation cost, an implementation schedule in table format with responsible parties and potential funding sources. Tables will be included in the final watershed plan.

Task 31: Prioritize BMP sites for implementation. Estimate annual phosphorus loading to surface waters from worst sites identified through the stormwater runoff/erosion survey. Estimate technical and financial assistance needed to implement loading reduction actions at each site. Use photographs and/or graphics to show site issues and potential solutions.

Task 32: Develop implementation schedule. Steering Committee to develop an achievable implementation schedule for stormwater restoration projects identified in task 30, future education and outreach campaigns based on findings of the septic survey work, and recommendations of the ordinance review subcommittee.

Objective 9: Engage watershed residents and stakeholders in educational events to build awareness of the project and build support for implementation

Measures of Success: Project leaders will reach 300 or more community members and over 100 youth in regular education and outreach activities.

Deliverables: Spreadsheet tracking of watershed stakeholders engaged at events and youth educated about NPS pollution; newsletter and media articles; public service announcements mp3 files and radio interview mp3 files; BMP installation photos and pollutant load reductions modeling outputs; summary document of efforts to discuss ordinance recommendations with planning boards. Submit summary report to DES.

Task 33: Hold two annual project update meetings that will be publicized to watershed stakeholders

Task 34: Coordinate with the consultant and present build-out analysis results and report to the Freedom planning board.

Task 35: Work with Lake Associations to present project progress to stakeholders at annual meetings.

Task 36: Work with Acton Wakefield Watershed Alliance (AWWA), NHDOT, and property owners to develop site designs, maintenance plans, and oversee construction of projects. Submit AWWA scope of services to DES for review and approval.

Task 37: Coordinate two BMP demonstration projects involving installation of soil stabilization measures and sediment controls at highly visible sites in 2013.

Task 38: Coordinate two BMP demonstration projects involving installation of soil stabilization measures and sediment controls at highly visible sites in 2014.

Task 39: Feature WMP project updates in quarterly newsletter, on GMCG website, on DES Watershed Protection and Restoration Blog, and through press releases related to project events.

Task 40: Complete modeling of pollutant load reductions for BMP demonstration projects following pollutant load modeling SSPP and submit a Pollutants Controlled Report (PCR) detailing model results to DES for review.

Task 41: Add NPS pollution education to its existing school-based Trout in the Classroom and Bio-monitoring programs

Task 42: Share ordinance recommendations with local planning boards. Steering Committee members will promote GMCG's existing BMP best management practice guide and specific ordinance revision recommendations to local planning boards in order to explain water quality benefits and build support for improving water quality protections.

Objective 10: Develop Watershed Management Plan and distributable outreach materials in publishable format.

Measures of Success: A watershed management plan will be presented to each town, shared electronically with stakeholder groups, and posted to the GMCG website. A distributable project overview newspaper will be published and distributed alongside free weekly papers around the watershed.

Deliverable 10: Completed Watershed Management Plan in PDF format; 1 printed copy sent to DES following final comment. Completed project outreach newspaper.

Task 43: Coordinate with the consultant to draft the watershed management plan, incorporating all elements of the planning process as well as comments on the draft. The plan will include a description of interim measurable milestones to track plan implementation as well as a monitoring plan listing criteria for determining loading reductions.

Task 44: Submit the draft plan to stakeholders for review and comment. Solicit comment from at a minimum: the steering committee; municipal representatives not on the steering committee, project managers, and DES staff. Provide comments to consultant for incorporation into final draft.

Task 45: Submit final watershed management plan to DES. Submit a hard copy of the final WMP to DES and a copy to each town.

Task 46: Print a 6-8 page project overview medium format newspaper for public distribution alongside other free weekly papers throughout the watershed in Summer 2014.

Objective 11: Monitor progress on grant and provide timely project reporting to DES.

Measures of Success: Project will be on schedule for completion in 2014 and will help guide implementation grant proposals for 2014.

Deliverable 11: EPA compliant semi-annual grant reports and final grant report.

Task 47: Submit electronic semi-annual reports documenting all work performed on the project at the end of each June and December of the project period. The semi-annual reports will include a Pollutants Controlled Report when structural BMPs have been implemented during the reporting period.

Task 48: Submit a comprehensive final report in both electronic and hard-copy to DES on or before the project completion date. The final report shall include load reduction estimates, design sets for implemented BMPs, O & M plans for implemented BMPs, and comply with the DES and EPA requirements found in the final report guidance documents.

Additional Requirements of the Agreement

Quality Assurance

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

Outreach Materials

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

Operations and Maintenance

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

Operation includes the administration, management, and performance of non-maintenance actions needed to keep the completed practice safe and functioning as intended. Maintenance includes work to prevent deterioration of the practice, repairing damage, or replacement of the practice to its original condition if one or more components fail. The Grantee shall obtain written operation and maintenance (O&M) agreements from landowners of properties where BMPs are implemented. The Grantee shall assure that any O&M agreement or sub-award of Section 319 funds shall likewise include the same O&M requirements and conditions as this Agreement. Additionally, both EPA and DES reserve the right to periodically inspect a practice during the life span of the project to ensure that operation and maintenance are occurring. If it is determined that the participants are not operating and maintaining these practices in an appropriate manner, DES may request a refund for that practice supported by the grant.

Exhibit B
Contract Price and Method of Payment

No Tasks shall be eligible for payment until the Grantee receives written notification from DES that project work may begin. All services shall be performed to the satisfaction of DES before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of an associated invoice. Documentation of match costs (including the value of volunteer labor) shall be provided with each payment request. The final invoice shall include total match cost documentation of \$43,355. Payment shall be made in accordance with the following schedule based upon completion of specific tasks described in Exhibit A (next page):

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.

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Upon completion and DES approval of Task 1	\$1,000
Upon completion and DES approval of Task 2	\$200
Upon completion and DES approval of Task 3	\$200
Upon completion and DES approval of Task 4	\$550
Upon completion and DES approval of Tasks 5 through 7	\$1,000
Upon completion and DES approval of Tasks 8 through 10	\$100
Upon completion and DES approval of Tasks 11 through 14	\$1,000
Upon completion and DES approval of Task 15	\$500
Upon completion and DES approval of Task 16	\$100
Upon completion and DES approval of Task 17	\$300
Upon completion and DES approval of Task 18	\$1,500
Upon completion and DES approval of Task 19	\$1,500
Upon completion and DES approval of Task 20	\$700
Upon completion and DES approval of Task 21	\$1,500
Upon completion and DES approval of Task 22	\$1,500
Upon completion and DES approval of Task 23	\$3,000
Upon completion and DES approval of Task 24	\$3,500
Upon completion and DES approval of Task 25	\$1,000
Upon completion and DES approval of Task 26	\$1,000
Upon completion and DES approval of Task 27	\$8,000
Upon completion and DES approval of Task 28	\$2,000
Upon completion and DES approval of Task 29	\$1,000
Upon completion and DES approval of Task 30	\$5,000
Upon completion and DES approval of Task 31	\$5,000
Upon completion and DES approval of Task 32	\$500
Upon completion and DES approval of Task 33	\$1,000
Upon completion and DES approval of Tasks 34 and 35	\$500
Upon completion and DES approval of Task 36	\$2,000
Upon completion and DES approval of Task 37	\$2,400
Upon completion and DES approval of Task 38	\$2,400
Upon completion and DES approval of Task 39	\$800
Upon completion and DES approval of Task 40	\$1,000
Upon completion and DES approval of Task 41	\$1,000
Upon completion and DES approval of Task 42	\$100
Upon completion and DES approval of Task 43	\$10,000
Upon completion and DES approval of Task 44	\$500
Upon completion and DES approval of Task 45	\$500
Upon completion and DES approval of Task 46	\$550
Upon completion and DES approval of Task 47	\$100
Upon completion and DES approval of Task 48	\$500

Total \$65,000

Grantee Initials Buf

Date 28 Jan 13

**Exhibit C
Special Provisions**

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

Federal Funds paid under this agreement are from a Grant Agreement to the State from the US Environmental Protection Agency, Impaired Waters Restoration Grant under CFDA # 66.605. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing DES with their Data Universal Numbering System (DUNS) number. 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:

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

II) **Financial management.** The Grantee shall comply with 40 CFR 31.20 and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.

III) **Allowable costs.** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 40 CFR part 31.22; and OMB Circular A-87.

IV) **Matching funds.** All matching funds contributed by the Grantee shall conform to the same laws, regulations, and grant conditions as the federal funds in the Agreement and referenced in 40 CFR 31.24 and OMB Circular A-87.

V) **Property Management.** The Grantee shall comply with the property management and procedures detailed in 40 CFR 31.32 and 40 CFR 31.33.

VI) **Debarment and Suspension.** The grantee shall comply with 40 CFR part 31.35. By signing and submitting the Agreement, the Grantee certifies that they have not been debarred or suspended by a government agency. The Grantee will not make any award or permit any award (subgrant or subcontract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

VII) **Procurement.** When purchasing goods or services with grant or match funds, the Grantee shall comply with procurement regulations as detailed in 40 CFR 31.36 which include procurement standards, competition, methods of procurement, contract cost and price, agency review, bonding requirements, and contract provisions.

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

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

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

- ii. Ensure that every subcontract includes any clauses required by Federal statute and executive orders and their implementing regulations; and
- iii. Ensure that subcontractors are aware of requirements imposed upon them by State and Federal statutes and regulations.

c. **Payment to consultants.** Grant payments to individual consultants retained by the Contractor (excluding overhead) are limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18). Maximum daily rates may change annually or more often. As of January 1, 2010, the limit is approximately \$598 per day and \$74.75 per hour. This amount does not include transportation and subsistence costs, in accordance with normal travel reimbursement practices. The Contractor may pay consultants more than this amount, but the excess amount shall not be paid with federal grant funds. Contracts with firms for services which are awarded using the procurement requirements in 40 CFR 31.36 are not affected by this limitation.

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

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

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

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

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

XII) Additional contract provisions. The Grantee shall comply with the following as applicable:

- a. Comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their subcontractors)
- b. Comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subcontracts for construction or repair)
- c. Comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subcontractors in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers.)

- d. Comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Subcontracts in excess of \$100,000)
- e. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

XIII) *Federal Funding Accountability and Transparency Act (FFATA)*. The Grantee shall comply with the terms of the FFATA by providing DES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data information as required under the FFATA.

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CERTIFICATE of AUTHORITY

I, Anne Cunningham, Treasurer of the Board of Directors of the Green Mountain Conservation Group, do hereby certify that:

- (1) I am the duly elected Treasurer of the Board of Directors;
- (2) at the Board vote taken on 28 January, 2013, the Green Mountain Conservation Group Board of Directors voted to accept DES 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 A. Folts

IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer of the Board of Directors of the Green Mountain Conservation Group, this 6 day of ~~January~~, 2013.

Anne Cunningham

 Anne Cunningham, Treasurer of the Board of Directors

STATE OF NEW HAMPSHIRE
County of Carroll

On this the 6 day of FEB., 2013, before me, ANNE CUNNINGHAM the undersigned officer, personally appeared Anne Cunningham who acknowledged herself to be the Treasurer of the Board of Directors 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.

Karen Hatch

 Name of Notary Public (signature above)



Commission Expiration Date:

KAREN HATCH, Notary Public
My Commission Expires January 27, 2015

**Attachment A
Budget Estimate**

Budget Item	Grant Funding	Match	Total
Salaries & Wages	\$25,040.00	\$41,245.00	\$66,285.00
Travel and Training	\$500.00	\$2,110.00	\$2,610.00
Contractual	\$35,960.00	\$0.00	\$35,960.00
Construction	\$3,500.00	\$0.00	\$3,500.00
Subtotals	\$65,000.00	\$43,355.00	\$108,355.00
Total Project Cost			\$108,355.00

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Attachment B: Watershed Assistance and Restoration Grant Ranking

Organization	Project Title	83	99	98	93	98	98	99	98	99	96	79.5	843.5	Rank
New Hampshire Rivers Council	McQuesten Brook and Pond Watershed Restoration Plan - Phase 2 Implementation: Dam Removals	83	99	98	93	98	98	99	98	99	96	79.5	843.5	1
City of Dover	Berry Brook/Cocheco River Watershed Management Plan Implementation Phase 3: Getting to 10% Watershed Restoration through Low Impact Development Retrofits in an Urban Environment	85	105	89	92	99	99	81	81	81	95	94	839	2
Town of Farmington	Mad River Restoration Project Phase 1: Implementation of the Mad River Preliminary Assessment and Conceptual River Restoration Plan	95	89	88	89	91	78	81	81	84	84	76	771	3
Blue Ocean Society for Marine Conservation	Hodgdon Brook Watershed Restoration Plan Implementation, Phase 3: Holly Lane Retrofit, Pease Buffer Enhancement, Little River Watershed Management Plan Implementation, Phase 1: Demonstration Stormwater BMPs and Septic System Database and Outreach	63	102	83	81	96	74	75	74	92	83	83	749	4
Town of North Hampton	Osipsee Lake Watershed Management Plan Phase 1: Watershed Plan for Danforth Pond and the Lower Bays of Osipsee Lake	78	101	72	82	65	90	88	88	90	80	67.5	731.5	5
Green Mountain Conservation Group	Waukegan Watershed Management Plan Implementation, Phase 1: Septic System Improvement Initiative	75	85	82	83	87	80	73	81	81	79	79	725	6
Lake Winnepesaukee Watershed Association	Lake Winnepesaukee, Black Brook BMP Implementation, Sites 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100	82	96	65	74	92	80	63	63	76	80	80	710	7
Town of Saratoborn	Pearly Pond Watershed Management Plan Development	72	81	77	72	70	72	83	78	73	73	73	688	8
Franklin Pierce University	Soak Up the Rain Great Bay Implementation of the Great Bay Non-Point Source Study - Phase One	76	69	73	55	75	76	74	70	70	68	68	636	9
Conservation Law Foundation	Implementation of the Great Bay Nonpoint Source Pollution Study: Development of a GIS Based Analysis and Tool to Assess the Effectiveness of Local Stormwater Management Regulations on Future Nitrogen Loads in the Oyster River Watershed	70	70	71	72	72	82	62	81	81	81	69.5	638.5	Not Selected
Town of Durham	Lake Winnepesaukee Shannon Brook Watershed Management Plan Phases 1 and 2: Identifying Phosphorus Sources and Implementing BMP-based Solutions	65	75	56	56	88	76	68	68	72	75	75	631	Not Selected
Lakes Region Planning Commission	Lake Winnepesaukee Watershed Management Plan Phase 2: Sands of Brookhurst BMPs	62	58	80	80	30	58	55	55	56	76	76	521	Not Selected
Bellnap County Conservation District	Mascota River Watershed - Based Plan Development	50	87	40	26	33	42	49	49	77	58	58	497	Not Selected
Town of Caneau	French Pond, Watershed-Based Plan, Phase 1: Plan Development	47	45	26	56	35	45	37	37	52	52	62.5	405.5	Not Selected
New England College														Selected

Review Team Members

Andy Chapman	15 years experience, Clean Lakes Program Coordinator, aquatic biologist, project management and coordination, lakes management expertise
Steve Landry	16 years experience, Merrimack Watershed Coordinator, aquatic biologist, project management, Merrimack watershed expertise
Rob Livingston	23 years experience, Nonpoint source pollution specialist, BMP, pollution source investigation expertise, Field training of local municipalities in watershed pollution source tracking and identification
Jeff Manoux	7 years experience, Watershed Assistance Specialist, grant and contract expertise
Jillian McCarthy	7 years experience, Nonpoint source pollution specialist, quality assurance, and stormwater BMP expertise
Barbara McMillan	12 years Watershed Assistance Outreach Coordinator, outreach and education expertise
Sally Soule	13 years experience, Coastal Watershed Coordinator, project management, Coastal watershed expertise
Wendy Waslin	20+ years experience, Watershed Coordinator, budgeting, planning expertise
Eric Williams	23 years experience, Watershed Assistance Section Supervisor, environmental planner, general project management expertise, WAAS section and 319 program supervisor.