The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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August 11, 2022

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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to amend an agreement (PO #1069368) with the Acton Wakefield Watersheds Alliance, Inc., Union, NH, (VC #159666-B001) for the *Salmon Falls Headwaters Watershed Management Plan Implementation Project – Phase 3: Residential NPS Pollution Reduction and Community Outreach* project by extending the completion date to September 30, 2023 from September 30, 2022 effective upon Governor and Council approval. The original agreement was approved by Governor and Council on July 10, 2019, Item #49. 100% Federal Funds. This is a no cost time extension.

EXPLANATION

NHDES is requesting approval of this no-cost amendment to provide the Acton Wakefield Watersheds Alliance additional time to complete the agreed upon scope of services to implement Phase 3 of the Salmon Falls Headwaters Watershed Management Plan Implementation Project. Additional time is needed because the project experienced unanticipated delays beyond the grantee's control on work related to septic system replacement projects identified for Phase 3. This includes delays related to homeowner coordination and project construction. Additional time will allow the grantee to fully complete project construction and documentation. To date, $82,038 has been spent of the original grant award of $100,000.

In the event that Federal funds become no longer available, General funds will not be requested to support this program. The amendment has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval of this item.

Robert R. Scott, Commissioner

DES Web Site: **www.des.nh.gov**
P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095
Telephone: (603) 271-3503 Fax: (603) 271-2867 TDD Access: Relay NH 1-800-735-2964

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

This Agreement (hereinafter called the "Amendment") dated this 7/7/2022, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the "State") and the Acton Wakefield Watersheds Alliance (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council on July 10, 2019, item #49, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

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

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

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:

   (A) The Completion Date as set forth in the agreement shall be changed from September 30, 2022 to September 30, 2023.

2. Effective Date of Amendment: This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.

3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Initial JB
Date 7/7/2022

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

Acton Wakefield Watersheds Alliance

By _____
Jon Balanoff, Executive Director

STATE OF NEW HAMPSHIRE
COUNTY OF Carroll

On this the 7th day of July, 2022 before the undersigned officer, personally appeared Jon Balanoff, Executive Director, who acknowledged himself 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.

Angie Nichols
Notary Public

My Commission Expires: ANGIE M. NICHOLS
NOTARY PUBLIC - State of New Hampshire
My Commission Expires
August 4, 2026

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By _____
Robert R. Scott, Commissioner

Approved by Attorney General this 26th day of August, 2022

OFFICE OF ATTORNEY GENERAL

By _____

CERTIFICATE of AUTHORITY

I, **Richard DesRoches, President** of the **Acton Wakefield Watersheds Alliance**, do hereby certify that:
(l) I am the duly elected **President**;
(2) at the meeting held on **December 20, 2018**, the **Acton Wakefield Watersheds Alliance** voted to accept NHDES funds and to enter into a contract with the Department of Environmental Services;
(3) the **Acton Wakefield Watersheds Alliance** further authorized the **Executive Director** to execute any documents which may be necessary for this contract;
(4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
(5) the following person has been appointed to and now occupies the office indicated in (3) above:

Jon Balanoff

IN WITNESS WHEREOF, I have hereunto set my hand as the **President** of the **Acton Wakefield Watersheds Alliance**, this 7th day of July, 2022.

Richard DesRoches, President

State of New Hampshire
County of Carroll

On this the 7th July, **2022**, before me, Richard DesRoches, the undersigned officer, personally appeared **Richard DesRoches** who acknowledged himself to be the **President** of the **Acton Wakefield Watersheds Alliance**, and that he, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

In witness whereof I hereunto set my hand and official seal.

Notary Public
Commission Expiration Date: _____

(Seal)

ANGIE M. NICHOLS
NOTARY PUBLIC - State of New Hampshire
My Commission Expires
August 4, 2026

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ACTON WAKEFIELD WATERSHEDS ALLIANCE, INC is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 03, 2005. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **545180**

Certificate Number: **0005052522**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of December A.D. 2020.

William M. Gardner
Secretary of State

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/07/2022

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 have ADDITIONAL INSURED provisions or 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
E & S Insurance Services LLC
21 Meadowbrook Lane
P O Box 7425
Gilford NH 03247-7425

CONTACT NAME: Fairley Kenneally
PHONE (A/C, No, Ext): (603) 293-2791 FAX (A/C, No): (603) 293-7188
E-MAIL ADDRESS: fairley@esinsurance.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Insurance Co	
INSURER B: Technology Insurance Co	42376
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Acton-Wakefield Watersheds Alliance
P O Box 235
Union NH 03887

COVERAGES **CERTIFICATE NUMBER:** 22-23 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK2410890	06/01/2022	06/01/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB813528	06/01/2022	06/01/2023	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC4071408	03/31/2022	03/31/2023	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER
NHDES
29 Hazen Drive
Concord NH 03301

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
Fairley Kenneally

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Attachment C
Copy of Original Agreement

The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES
Robert R. Scott, Commissioner

June 20, 2019

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

APPROVED G & C
DATE 7/10/2019
ITEM # 49

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into an agreement with the Acton Wakefield Watershed Alliance, (VC # 159666) in the amount of $100,000 to complete the *Salmon Falls Headwaters Watershed Management Plan Implementation Project – Phase 3: Residential NPS Pollution Reduction and Community Outreach*, effective upon Governor and Council approval through September 30, 2022. 100% Federal Funds.

Funding is available in the accounts as follows: Funding for FY 20-21 is contingent upon continuing appropriation and availability of funding.

	FY 2020
03-44-44-442010-2035-072-500575 Dept. Environmental Services, NPS Restoration Program, Grants-Federal	$74,000
03-44-44-442010-7602-072-500575 Dept. Environmental Services, Surface Water Quality PPG, Grants-Federal	$26,000
Total	$100,000

EXPLANATION

The Department of Environmental Services (NHDES) issued a Request for Proposals (RFP) for the 2019 Watershed Assistance Grants program. The nine proposals received were ranked based on the criteria included in the RFP: water quality improvement or protection; cost/benefit ratio; local capacity to complete the project; relative value or significance of the water body; and, general quality, and thoroughness of the proposal. Based on the results of the selection process and available federal grant funding levels, the six highest ranked implementation projects were selected to receive funding. Please see Attachment B for a list of project rankings and review team members.

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

surfaces, and contributing to the loss of aquatic habitat. Watershed Assistance programs address NPS pollution by promoting good land use practices on a watershed scale.

The Salmon Falls headwaters lakes include Great East Lake, Horn Pond, Lake Ivanhoe, and Lovell Lake. The Salmon Falls Headwater Lakes Watershed Management Plan for the high quality lake watersheds that flow into the Salmon Falls River defined five categories needed to maintain or reduce phosphorus loading: Private & Public Roadway BMPs, Community Planning & Development; Residential BMPs, Education & Outreach and Land Conservation. The Acton Wakefield Watersheds Alliance (AWWA) will implement recommended action items consistent with NHDES NPS Management Program Plan goals that will maintain or improve water quality within the headwaters watersheds.

This project will build upon prior implementation phases to revitalize the local commitment to erosion control by energizing lake association volunteers as emissaries to their lake neighbors for installation of land use best practices. The project will mitigate identified erosion issues by partnering with AWWA's Youth Conservation Corps; actively engaging citizens in the outreach efforts to encourage behavior changes to reduce phosphorus loading to the lakes; identify high risk individual sewage disposal systems (ISDS) that are impacting lake quality, and offer cost-share options for ISDS upgrades.

The total project costs are budgeted at $166,700. The NHDES Watershed Assistance Grants program will provide $100,000 (60%) of the project costs through a federal grant and the Acton Wakefield Watershed Alliance will provide the remaining costs through cash and in-kind services. A budget breakdown is provided in Attachment A.

In the event that Federal Funds become no longer available, General Funds will not be requested to support this program. The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.

Robert R. Scott, Commissioner

GRANT AGREEMENT

Subject: **Salmon Falls Headwaters Watershed Management Plan Implementation Project – Phase 3: Residential NPS Pollution Reduction and Community Outreach**

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** PO Box 95 Concord, NH 03302-0095	
1.3 Grantee Name Acton Wakefield Watersheds Alliance		**1.4 Grantee Address** PO Box 235, 254 Main Street Union, NH 03887	
1.5 Effective Date Upon G&C approval	**1.6 Completion Date** September 30, 2022	**1.7 Audit Date** N/A	**1.8 Grant Limitation** $100,000
1.9 Grant Officer for State Agency Stephen Landry, Watershed Assistance Section Supervisor		**1.10 State Agency Telephone Number** (603) 271-2969	
1.11 Grantee Signature Linda B Schiller		**1.12 Name & Title of Grantee Signor** LINDA B SCHILLER, EX. DIR	
1.13 Acknowledgment: State of New Hampshire, County of On 05/15/2019, 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) Antoinette A. Badah			
1.13.2 Name & Title of Notary Public or Justice of the Peace Antoinette A Badah Notary Public			
1.14 State Agency Signature(s) Robert R. Scott		**1.15 Name/Title of State Agency Signor(s)** Robert R. Scott, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) **By:** [illegible] **Attorney, On:** 6/25/2019			
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

Grantee Initials LBB
Date 5-15-19

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

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

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

12. **TERMINATION.**

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

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

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

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

13. **CONFLICT OF INTEREST.** No officer, member or employee of the Grantee and no representative, officer of employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement, the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, 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 subgranteed by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or admissions 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 of modification of the policy earlier than ten (10) days after written notice has been received by the State.

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

19. **NOTICE.** Any notice by a party hereto 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.

Grantee Initials LBS
Date 3-15-19

Exhibit A
Scope of Services

The Acton Wakefield Watershed Alliance (AWWA) will perform the following tasks as described in the proposal titled *Salmon Falls Headwaters Watershed Management Plan Implementation Project – Phase 3: Residential NPS Pollution Reduction and Community Outreach* submitted December 4, 2018:

Objective 1: The Acton Wakefield Watersheds Alliance prepares semi-annual reports, pollutants controlled reports for each best management practice (BMP) installed, and a final project report for the New Hampshire Department of Environmental Services (NHDES).
Measures of Success: Timely semi-annual status reports, pollutants controlled reports, and final report to NHDES.

Deliverable 1: Semi-annual reports, pollutants controlled reports and final grant report to NHDES.

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

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

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

Task 2: Submit payment requests to NHDES.

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

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

Deliverable 2: Minutes from Steering Committee meetings.
Task 4: Convene Steering Committee (representing stakeholder interests) and meet at least four times during project period and communicate regularly throughout project period.

Objective 3: By December 2021 phosphorus loading to the Salmon Falls Headwater Lakes from Individual Sewage Disposal Systems (ISDS) will be reduced by approximately 5-10 pounds per year.
Measures of Success: At least eight inadequate, shoreland, residential, ISDS will be upgraded

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reducing the phosphorus load by 5 - 10 pounds per year.

Deliverable 3: Written and photographic documentation of ISDS upgrades. Copies of approved operational system documents from NHDES.
Task 5: Update septic survey template for Horn Pond, Lake Ivanhoe, Lovell Lake and execute mailing.
Task 6: Compile septic survey data, analyze and review septic survey results, GIS data, and town records to identify high risk properties for ISDS water quality impacts.
Task 7: Convene septic upgrade subcommittee and meet to discuss project timeline and select ISDS upgrade sites.
Task 8: Install septic system upgrade at one residential property. Property owners will select subcontractors following NHDES approved procurement.
Task 9: Install septic system upgrade at one residential property. Property owners will select subcontractors following NHDES approved procurement.
Task 10: Install septic system upgrade at one residential property. Property owners will select subcontractors following NHDES approved procurement.
Task 11: Install septic system upgrade at one residential property. Property owners will select subcontractors following NHDES approved procurement.
Task 12: Install septic system upgrade at one residential property. Property owners will select subcontractors following NHDES approved procurement.
Task 13: Install septic system upgrade at one residential property. Property owners will select subcontractors following NHDES approved procurement.
Task 14: Install septic system upgrade at one residential property. Property owners will select subcontractors following NHDES approved procurement.
Task 15: Install septic system upgrade at one residential property. Property owners will select subcontractors following NHDES approved procurement.

Objective 4: By December 2020, phosphorus loading from shoreland runoff will be reduced by an estimated 6-10 pounds per year.
Measures of Success: AWWA's Erosion Control team will meet with at least 5 property owners on each target lake (Great East Lake, Horn Pond, Lake Ivanhoe, and Lovell Lake) to assess potential pollutant loading. AWWA will deliver at least 20 site specific erosion control designs and the Youth Conservation Corps (YCC) will install erosion control BMPs on each of those sites.

Deliverable 4: Summary table delivered to NHDES indicating technical assistance visit details, photo documentation, signed Operations and Maintenance (O&M) agreements, and pollutant load reductions of YCC projects.
Task 16: Provide shoreland technical assistance by coordinating with erosion control volunteers and the AWWA Director to meet with 10 landowners relative to landscaping issues.
Task 17: Provide shoreland technical assistance by coordinating with erosion control volunteers and the AWWA Director to meet with 10 landowners relative to landscaping issues.
Task 18: Select 10 projects, secure, signed, letters of agreement, obtain permits, install BMPs, secure signed O&M agreements, collect photo documentation and complete reports.
Task 19: Select 10 projects, secure, signed, letters of agreement, obtain permits, install BMPs, secure signed O&M agreements, collect photo documentation and complete reports.

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Objective 5: Community decision-makers and lake association members will increase knowledge about the efforts to reduce pollutant loading to the Salmon Falls Headwater Lakes and identify the actions they can adopt to increase success of those efforts.
Measures of Success: Lake association members turn outreach materials into action.

Deliverable 5: Copies of outreach materials.
Task 20: Develop outreach materials for presentation at lake association meetings, for lake association newsletters, websites and social media. Coordinate social media project updates and distribute printed materials.

Objective 6: Pollutant controlled reports (PCR) are submitted in a timely manner.
Measures of Success: PCR reports are completed and delivered to NHDES within one month of BMP implementation.

Deliverable 6: Final site specific project plan (SSPP) and PCR reports submitted to NHDES.
Task 21: Complete draft and final SSPP for pollutant load reduction modeling incorporating responses to any NHDES comments and submit the final version to NHDES for signatures. No work subject to the terms of the SSPP is to be completed prior to approval of the SSPP.
Task 22: Calculate pollutant load estimates for YCC and septic system upgrades.
Task 23: Complete PCR reports and deliver to NHDES within one month of BMP implementation.

Objective 7: Monitors have conducted lake and tributary monitoring with the University of New Hampshire (UNH) Lakes Lay Monitoring Program (LLMP).
Measures of Success: Volunteers have been recruited for monitoring teams, samples have been analyzed by UNH, and reports have been generated.

Deliverable 7: Annual Water Quality reports generated by UNH LLMP.
Task 24: Coordinate volunteer lake monitoring activities following the EPA approved UNH LLMP Quality Assurance Project Plan (QAPP).

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Exhibit B
Method of Payment and Contract Price

Procurements of goods or services made with grant funds, or those credited as match, shall comply with the terms of this agreement, and must be reported to NHDES. Documentation of match credit shall be provided with each payment request. The cumulative match value for the project shall meet or exceed the amount of grant funds received multiplied by 0.667 (e.g. $100,000 grant X 0.667 = $66,700 minimum match required). The grantee shall submit payment requests, procurement reports, and match documentation on the forms provided by NHDES. Payment shall be made in accordance with the following schedule based upon satisfactory completion of specific tasks, and receipt of deliverables as described in Exhibit A:

Upon completion and NHDES approval of Task 1	$720
Upon completion and NHDES approval of Task 2	$660
Upon completion and NHDES approval of Task 3	$1,850
Upon completion and NHDES approval of Task 4	$3,420
Upon completion and NHDES approval of Task 5	$10,700
Upon completion and NHDES approval of Task 6	$9,070
Upon completion and NHDES approval of Task 7	$1,080
Upon completion and NHDES approval of Task 8	$4,600
Upon completion and NHDES approval of Task 9	$4,600
Upon completion and NHDES approval of Task 10	$4,600
Upon completion and NHDES approval of Task 11	$4,600
Upon completion and NHDES approval of Task 12	$4,600
Upon completion and NHDES approval of Task 13	$4,600
Upon completion and NHDES approval of Task 14	$4,600
Upon completion and NHDES approval of Task 15	$4,600
Upon completion and NHDES approval of Task 16	$6,000
Upon completion and NHDES approval of Task 17	$5,340
Upon completion and NHDES approval of Task 18	$8,000
Upon completion and NHDES approval of Task 19	$7,200
Upon completion and NHDES approval of Task 20	$4,324
Upon completion and NHDES approval of Task 21	$3,716
Upon completion and NHDES approval of Task 22	$200
Upon completion and NHDES approval of Task 23	$200
Upon completion and NHDES approval of Task 24	$720
Total	$100,000

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Exhibit C
Special Provisions

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

Subparagraph 17.1.2 of the General Provisions shall be amended to read "general liability insurance, in amounts not less than $1,000,000 per occurrence, $2,000,000 aggregate; and".

Federal Funds paid under this agreement are from a Grant Agreement to the State from the US Environmental Protection Agency, Water Quality Management Planning under CFDA # 66.460 and 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) and has provided NHDES with their Data Universal Numbering System (DUNS) number. The Grantee's DUNS number is 807337279.

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 Federal assistance on the basis of race, color, national origin, or gender, and 40 CFR part 12 which prohibits discrimination based on handicap.

II) ***Financial management.*** The Grantee shall comply with 2 CFR Part 200 Subpart D and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.

III) ***Allowable costs.*** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific Federal requirements detailed in 2 CFR Part 200 Subpart E.

IV) ***Matching funds.*** All matching funds contributed by the Grantee shall conform to the same laws, regulations, and grant conditions as the federal funds in the Agreement and referenced in 2 CFR Part 200 Subpart E.

V) ***Property Management.*** The Grantee shall comply with the property management and procedures detailed in 2 CFR Part 200 Subpart D.

VI) ***Debarment and Suspension.*** The Grantee shall comply with 2 CFR Part 200 Subpart C. By signing and submitting the Agreement, the Grantee certifies that it has not been debarred or suspended by a government agency. Additionally, the Grantee certifies that it will not make or permit any award (subgrant or subcontract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

VII) ***Procurement.*** When purchasing goods or services with grant or match funds, the Grantee shall comply with procurement regulations as detailed in 2 CFR Part 200 Subpart D which includes procurement standards, competition, methods of procurement, contract cost and price, agency review, bonding requirements, and contract provisions.

a. Assignment of Subcontracts. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State Agency.

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b. Consultant Fee Cap. The Grantee will limit grant-funded payment to subcontractors under the circumstances detailed in 2 CFR Part 1500.9

c. Subcontracts. The Grantee shall:

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

ii. Ensure that every subcontract includes all clauses required by Federal statute and executive orders, and their implementing regulations; and

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

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

IX) ***New Restrictions on Lobbying: Interim Final Rule***. The Grantee shall comply with the terms of 40 CFR part 34, and 2 CFR Part 200 Subpart E which prohibit the use of Federal grant funds to influence (or attempt to influence) a Federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if *non*federal funds have been used to influence (or attempt to influence) a Federal employee.

X) ***Drug-Free Workplace.*** The Grantee shall comply with the terms of 2 CFR Part 1536 which require as a condition of the Agreement, certification that the Grantee maintains a drug-free workplace. By signing and submitting this Agreement, the Grantee certifies that they will observe the required practices for maintaining a drug-free workplace.

XI) ***Bonding requirements.*** For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (currently $150,000), the minimum requirements shall be as follows:

a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

XII) ***Limitation on Administrative Costs.*** In accordance with §319(h)(12) of the Clean Water Act, administrative costs in the form of salaries, overhead, or indirect costs shall not exceed in any fiscal year 10 percent of the amount of the grant except that costs of implementing enforcement and regulatory activities, education, training, technical assistance, demonstration projects, and technology transfer programs shall not be subject to this limitation.

XIII) ***Management fees.*** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses; unforeseen liabilities; or for other similar costs which are not allowable under this Agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

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Date 5.15.19

CERTIFICATE of AUTHORITY

I, Richard DesRoches, President of the Acton Wakefield Watersheds Alliance, Inc., do hereby certify that:
(1) I am the duly elected President;
(2) at the meeting held on December 20, 2018 the Acton Wakefield Watersheds Alliance, Inc. voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
(3) the Acton Wakefield Watersheds Alliance, Inc. further authorized the Executive Director to execute any documents which may be necessary for this contract;
(4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
(5) the following person has been appointed to and now occupies the office indicated in (3) above:

Linda B Schier

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the Acton Wakefield Watersheds Alliance, Inc., this 15 day of May, 2019.

Richard DesRoches, President

STATE OF NEW HAMPSHIRE
County of Carroll
On this the 15th day of May, 2019, before me Antoinette A Bodah the undersigned officer, personally appeared Linda Schier who acknowledged herself to be the Executive Director of the Acton Wakefield Watersheds Alliance being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

Name of Notary Public (signature above)

Commission Expiration Date: 10-1-2019
(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 Acton Wakefield Watersheds Alliance, Inc is a New Hampshire nonprofit corporation formed October 3, 2005. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

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

William M. Gardner
Secretary of State

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/06/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES 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 have ADDITIONAL INSURED provisions or 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
E & S Insurance Services LLC
21 Meadowbrook Lane
P O Box 7425
Gilford NH 03247-7425

CONTACT NAME: Fairley Kenneally
PHONE (A/C, No, Ext): (603) 293-2791 FAX (A/C, No): (603) 293-7188
E-MAIL ADDRESS: fairley@esinsurance.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Insurance Co	
INSURER B: United Financial Casualty Company	11770
INSURER C: Technology Insurance Co	42376
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Acton-Wakefield Watersheds Alliance
P O Box 235
Union NH 03887

COVERAGES CERTIFICATE NUMBER: 2019 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK1804993	06/01/2019	06/01/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY			05419366-8	05/15/2019	11/15/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Medical payments	$ 1,000
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB625033	06/01/2019	06/01/2020	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC3776761	03/31/2019	03/31/2020	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

NHDES
29 Hazen Drive
Concord NH 03301

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

Fairley Kenneally

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Attachment A
Budget Estimate

Budget Item	s319 Grant Funding	Non-Federal Matching Funds	Total Project Cost
Salaries & Wages	$46,000	$13,500	$59,500
Travel and Training	$1,000	$300	$1,300
Contractual	$5,000	$6,000	$11,000
Supplies and Equipment	$2,000	$5,900	$7,900
Construction	$46,000	$41,000	$87,000
Total Project Cost	**$100,000**	**$66,700**	**$166,700**

Attachment B: 2019 Watershed Assistance and Restoration Grant Ranking

Organization	Project Name	A	B	C	D	E	AVG	RANK by avg
Southwest Region Planning Commission	Spofford Lake Watershed Management Plan Implementation Phase I: Watershed/ Shoreline BMPs	8	10	5	8	9	86.6	1
Pleasant Lake Preservation Association	Pleasant Lake Watershed Restoration Plan Implementation Phase II: Rt 107 Inlet Subwatershed BMPs	7	9	6	10	8	86.4	2
Nippo Lake Association	Nippo Lake Watershed Management Plan: Implementation of Road, Residential and In-lake BMPs	9	7	8	9	5	86.2	3
Four Seasons Property Assoc.	Baboosic Lake Watershed Plan Implementation Phase 4: Four Seasons Beach Area BMPs	8	8	6	9	5	84.8	4
Lake Winnipesaukee Assoc.	Lake Winnipesaukee Watershed Management Plan Implementation Phase 1: BMPs in the Waukewan, Meredith Bay, and Moultonborough Bay Inlet subwatersheds	4	10	5	9	7	83.4	5
Town of Wolfeboro	Lake Wentworth/ Crescent Lake WMP Implementation Phase 4: shoreline and roadside BMPs	8	10	5	9	7	80.6	6
Acton Wakefield Watersheds Alliance	Salmon Falls Headwaters Watershed Management Plan Implementation Project – Phase 3: Residential NPS Pollution Reduction and Community Outreach	8	9	8	10	6	80.4	7
Southwest Regional Planning Assoc.	Lake Warren Watershed Management Implementation Phase 2: Stormwater BMPs	6	10	5	5	7	78.3	Not Selected
Town of Effingham	Province Lake Watershed Management Plan Implementation Phase 3: Lake Outlet Drainage Improvements – Bailey Road project	7	7	5	3	5	61.2	Not Selected

Review Team Members

Name	Qualifications
Steve Landry	21 years experience, Watershed Assistance Section Supervisor, project management, Merrimack watershed and fluvial geomorphology expertise
Jeff Marcoux	15 years experience, Watershed Coordinator, project management, grant and contract expertise
Sally Soule	21 years experience, Coastal Watershed Coordinator, project management, Coastal watershed expertise
Wendy Waskin	15+ years experience, Grants Specialist, budgeting, planning, project assistance expertise
Katie Zink	8 years experience, Watershed Assistance Specialist, surface and drinking water sampling, microbial expertise