



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



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April 12, 2023

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a contract with Leland Family Enterprises, LLC (VC #392761-B001), North Andover, Massachusetts, in the amount of \$135,258 to provide cyanobacteria monitoring services, effective upon Governor and Council approval through June 30, 2024. 100% Federal Funds.

Funding is available in the account as follows.

	<u>FY 2023</u>
03-44-44-441018-5564-102-500573	\$135,258
Department of Environmental Services, DWSRF BIL Administration, Contracts for Program Services	

EXPLANATION

The purpose of the request is to establish a contract to provide services to complete water quality monitoring and develop a cyanobacteria monitoring plan for Lake Massabesic, a primary source of drinking water for the City of Manchester. Cyanobacteria can create Harmful Algal Blooms (HABs) having the potential to impact drinking water treatment processes completed by public water systems and may also generate cyanotoxins that can present risks to human health if consumed in drinking water.

In February of 2023 NHDES issued a Request for Proposals (RFP) and received three proposals to complete cyanobacteria monitoring and develop a water quality monitoring plans for surface water bodies used as drinking water sources. Based on the scoring criteria stated in the RFP, and the quality and completeness of the proposals, NHDES is now seeking to move forward with the proposal involving Lake Massabesic to be completed by Leland Family Enterprises, Inc. This effort will improve the understanding of waterbody dynamics with respect to HABs, and better prepare the municipal water system to recognize bloom-forming conditions and respond appropriately.

Leland Family Enterprises, Inc. has extensive experience with evaluating cyanobacteria necessary to complete rigorous analysis of cyanobacteria and create long-term high-quality monitoring plans. Proposals were reviewed and scored by NHDES and USEPA staff. Please see Attachment A for a summary of the scoring of proposals received under the RFP.

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

We respectfully request your approval.

A handwritten signature in black ink, appearing to read "Robert R. Scott", written over a horizontal line.

Robert R. Scott, Commissioner

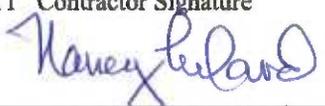
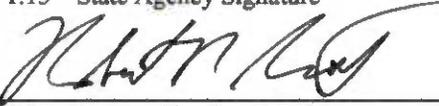
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address P.O. Box 95 Concord, NH 03302-0095	
1.3 Contractor Name Leland Family Enterprises, LLC		1.4 Contractor Address 270 Great Pond Road North Andover, MA 01845	
1.5 Contractor Phone Number 978-688-4491	1.6 Account Unit and Class 03-44-44-441018-5564-102	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$135,258
1.9 Contracting Officer for State Agency Pierce Rigrod, Drinking Water and Groundwater Bureau		1.10 State Agency Telephone Number 603-271-0688	
1.11 Contractor Signature  Date: 4/17/23		1.12 Name and Title of Contractor Signatory Nancy Leland, Manager	
1.13 State Agency Signature  Date: 4/25/23		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 4/30/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision 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 Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor 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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things 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.

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials *MP*
Date *4/7/23*

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. 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 given in blocks 1.2 and 1.4, herein.

18. 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 Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. 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 with respect to the subject matter hereof.

Contractor Initials *MB*
Date *4/7/23*

EXHIBIT A
SPECIAL PROVISIONS

Leland Family Enterprises, LLC.:

Federal Funds paid under this agreement are from a Grant to the State from the United States Environmental Protection Agency, New Hampshire Drinking Water State Revolving Fund under CFDA #66.468. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant are hereby adopted in full force and effect to the relationship between the New Hampshire Department of Environmental Services (NHDES) and the Grantee.

STATE CYBERSECURITY:

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any sub-awards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the sub-recipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in sub-award agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

Grantee Initials MP
Date 4/7/23

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, subrecipients, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, Subrecipients, and borrowers also may not use federal funds to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
 - (1) Procure or obtain, extend or renew a contract to procure or obtain;
 - (2) Enter into a contract (or extend or renew a contract) to procure; or
 - (3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list which can be found at <https://www.sam.gov/SAM/pages/public/index.jsf>

Grantee Initials MP
Date 4/7/23

EXHIBIT B
SCOPE OF WORK

Leland Family Enterprises, LLC. will perform the following tasks as described in the proposal responding to NHDES Request for Proposal (RFP), 2023-12 *Cyanobacteria Monitoring and Sampling of Public Water System Surface Sources* and provide project deliverables consistent with work further described in Leland Family Enterprises, LLC.'s proposal responding to the RFP. Monitoring will be conducted in Lake Massabesic at a location proximate to the City of Manchester's intake that draws raw source water used by the Manchester Water Works (MWW). All deliverables will be provided to NHDES according to the timelines in the proposal, with advance notice to NHDES should the timelines need adjustment.

Specifically, the following work will be completed.

Objective 1: Quality Assurance Project Plan (QAPP) or Site-Specific Project Plan (SSPP).

- a) Conduct water quality monitoring work in a manner consistent with US EPA's Quality Assurance Program Plan (QAPP) for the Cyanobacteria Monitoring Collaborative Program Rev. 1, June 22, 2021 and addendum #1, An Evaluation of Procedures for Collection, Transport and Processing of Particulate Cyanobacterial Samples.
- b) Remote sensing data involving Sentinel 2 imagery will be obtained and used for the purposes expressed in the proposal (correlating extracted water sample pigment(s) phycocyanin (PC) and phycoerythrin (PE) and cyanotoxin to spectral response) as detailed in a site-specific project plan (SSPP). The SSPP will be reviewed and approved by NHDES and reflect comments that may be forthcoming from US EPA Region 1. The SSPP will follow the structure and content using templates and/or guidance from USEPA or NHDES and will be completed and approved prior to beginning the remote sensing analysis.

Measure of Success: Draft documents that include comments from NHDES or USEPA will be incorporated, and final approval is granted by USEPA and/or NHDES for all quality assurance documents in advance of field monitoring or remote sensing work.

Objective 2: Initial Monitoring Plan.

- a) An initial monitoring plan will be drafted that articulates the monitoring goals and objectives, lists and describes all parameters (including extracted pigments and cyanotoxin) that will be analyzed from water samples or remotely sensed data, monitoring location(s) and schedule of sampling frequency with increasing frequency to occur during recognized periods of excess biomass monitoring equipment, labs and responsibilities (including MWW staff) for monitoring as well as responsibilities for continuing to complete planned monitoring.

Grantee Initials MS
Date 4/7/23

- b) A section of the plan will include technical details regarding the remote sensing analysis to be conducted with Sentinel 2 imagery.
- c) The plan will summarize current monitoring conducted by MWW and consider additional in-lake monitoring that would help further evaluate lake dynamics.
- d) The monitoring plan should refer and consider content noted in USEPA and NHDES guidance regarding the development of a cyanobacteria monitoring plan for public water systems, including *USEPA's Cyanotoxin Management Plan Template and Example Plans November (2016)*.

Measure of Success: An initial monitoring plan designed to alert MWW of excess cyanobacterial biomass through early detection of relevant cyanobacteria parameters.

Objective 3: Conduct Water Quality Monitoring for Cyanobacteria

- a) Complete 21 weeks of water quality monitoring following the "cyanoCasting" approach, as outlined in Attachment A of the proposal, that includes size fractionation of weekly water samples to determine biomass using fluorometric pigment analysis (phycocyanin and phycoerythrin) and ELISA toxin testing to establish correlations between monitored parameters, conditions of excess cyanobacterial biomass and cyanotoxin concentrations in raw water. Monitoring will include cyanobacterial composition to the genus level, relative dominance of cyanobacteria and zooplankton. The frequency of monitoring may be increased under identified excess biomass conditions that may occur.
- b) Water quality data will be submitted in an electronic spreadsheet format that conforms to the requirements of the NHDES Environmental Monitoring Database (EMD). Monitoring data will be uploaded to the EMD on an established schedule.

Measure of Success: Completion of 21 weeks of field monitoring, submission and uploading of monitoring data to NHDES's EMD.

Objective 4: Conduct remote sensing analysis with Sentinel 2 imagery.

- a) Obtain Sentinel 2 imagery to be paired with water quality sampling over the period when water sampling will occur.
- b) Analyze new remote sensing data weekly, at a minimum or more frequently (as needed) in order to correlate (via linear regression) spectral reflectance to levels of extracted pigments (PC and PE) and cyanotoxin. The analysis will develop model algorithms that relate water quality results to spectral reflectance for the noted parameters.

Measure of Success: A completed technical report outlining the satellite data used, spatial analysis approach and evaluation of the statistical strength and accuracy of algorithms for predicting changes

Grantee Initials MP
Date 4/7/23

within cyanobacterial populations leading to excess cyanobacterial biomass and increases in cyanotoxins.

Objective 5: Complete Toxin Risk Evaluation Associated with Excess Cyanobacterial Biomass

- a) Evaluate the risk of excess cyanobacterial biomass and toxin generation/occurrence based on historical data and observed monitoring of raw water, i.e., results from the cyanoCasting protocol. The evaluation will include thresholds for relevant parameters that will serve as early warning signs of excess cyanobacterial biomass near the intake.
- b) Remotely sensed data from Sentinel 2 satellites obtained and correlated to excess cyanobacterial biomass-measurements (under Task 4) will be included in the risk evaluation, as relevant. The evaluation will include spatial analysis/maps.
- c) Recommendations for additional monitoring to further define the risk(s) will be included in the evaluation and reflected as recommendations in the final monitoring plan.

Measure of Success: Completion of excess cyanobacterial biomass/cyanotoxin risk evaluation report that establishes a risk profile and early warning signals to serve as indicators of excess cyanobacterial biomass and potential toxicity. In addition, remote sensing results (near the intake or in other locations in the lake) will be included in this report, as relevant.

Objective 6: Finalizing Cyanobacteria Monitoring Plan for MWW

- a) Based on the water quality monitoring results and remote sensing analysis, update the initial monitoring plan to reflect any relevant findings or changes to monitoring made over the course of the project.
- b) The monitoring plan for MWW will identify recommendations for continued and expanded monitoring and/or equipment in the future to improve the capacity of the public water system to design an early warning system for excess cyanobacterial biomass and potential for cyanotoxins.
- c) The plan will describe how the information will be used as a tool for MWW in their management or response to excess cyanobacterial biomass.
- d) The plan, in terms of the approach and methods, should confirm the role and ownership of the plan by Manchester Water Works, include an update schedule and necessary resources to continue a monitoring program.
- e) The plan should address the feasibility and transferability of monitoring described in the plan to be implemented by other public water systems, including those smaller water systems with fewer resources.

Grantee Initials *MA*
Date *4/7/23*

Measure of Success: A final draft of the monitoring plan is submitted to MWW and NHDES for review and comment and a final monitoring plan is completed reflecting received comments.

EXHIBIT C
METHOD OF PAYMENT

All services shall be performed to the satisfaction of the Department of Environmental Services before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of the associated invoice. **If the invoice is less than the initial estimate, only the amount on the invoice will be paid.** Payments shall be made in accordance with the following schedule, based upon review/approval of monthly reports and related data submittals demonstrating commensurate progress toward completion of specific tasks:

Objective Number/Description	Grant Amount per Objective
Objective 1: Site Specific Project Plan (SSPP)	\$4,429
Objective 2: Initial Monitoring Plan (Field and Remote Sensing)	\$8,429
Objective 3: Water Quality Monitoring for Cyanobacteria (21 weeks June - Oct) including lab analysis	\$73,681
Objective 4: Remote Sensing Analysis (21 weeks June – Oct)	\$25,000
Objective 5: Cyanobacteria Biomass and Toxin Risk Evaluation	\$15,290
Objective 6: Final Cyanobacteria Monitoring Plan for Manchester Water Works	\$8,429
TOTAL	\$135,258

Quarterly progress report forms must be completed by grant recipients or their subcontractor and submitted to NHDES every three months, beginning with the first full three (3) month quarter after grant approval from Governor & Council.

Grantee Initials *MD*
 Date 4/4/23

Certificate of Authority

I, Nancy Leland hereby certify that I have 100% ownership and am the manager of Leland Family Enterprises, LLC, LLC and have had 100% ownership and act as manager since November 11, 2013.

I certify that I am authorized to bind the LLC.

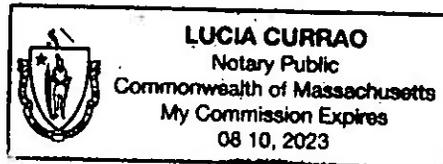
I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind the LLC.

Signed Nancy Leland
Date 03/29/23

State of Massachusetts, County of Essex

On this the 29 day of March, 2023, before me
Lucia Currao the undersigned officer, personally
appeared Nancy Leland known to me (or satisfactorily proven) to be the person whose
name is subscribed to the within instrument and acknowledged that he/she executed to same for
the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Lucia Currao



State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that **LELAND FAMILY ENTERPRISES, LLC** is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on January 01, 2021. 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: 858138

Certificate Number: 0006198727



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/7/2023

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 Foster Sullivan Insurance Group, LLC 163 Main Street North Andover, MA 01845	CONTACT NAME: Tina Zitano PHONE (A/C, No, Ext): FAX (A/C, No):
	E-MAIL ADDRESS: certificates@fostersullivangroup.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Atain Specialty Insurance Company	NAIC # 17159
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

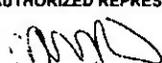
INSURED Leland Family Enterprises, LLC 270 Great Pond Rod North Andover, MA 01845	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			SUB167653	4/8/2023	4/8/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea. occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea. accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER State of New Hampshire-Department of Environmental Services 29 Hazen Drive PO Box 95 Concord, NH 03302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**Attachment A
Cyanobacteria Monitoring and Sampling of Public Water System Surface Sources Proposal Rankings**

Rankings for Firms Responding to Request for Proposals

Applicant	Project Location	Award Amount	Notes	Score
Eastern Research Group, Inc.	Salem	\$ 189,169	Approved	263
Leland Family Enterprises	Manchester	\$ 135,528	Approved	244
FB Environmental	Meredith	\$ 200,000	Not Approved	217

Review Team Members

Name	Title	Bureau	Years of Service
Pierce Rigrod	Supervisor	Drinking Water and Groundwater Bureau	18
Liz Pelonzi	Environmentalist III	Drinking Water and Groundwater Bureau	3
Tom Waters	Environmental Engineer	USEPA	6