Sam

The State of New Hampshire

0 JUN09'23 AM11:30 RCV

Department of Environmental Services

Robert R. Scott, Commissioner

191

May 1, 2023

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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into a grant agreement with Country Pond Lake Association (Vendor Code #420597-B001) Newton Junction, New Hampshire, for a total of $26,350 to fund exotic aquatic plant control activities in Country Pond, effective upon Governor and Council approval through December 31, 2023. 100% Lake Restoration Funds.

Funds are available in the following account.

	FY 2023
03-44-44-442010-1430-073-500581	
Dept. Environmental Services, Lakes Restoration Program, Grants-Nonfederal	$26,350

EXPLANATION

A new infestation of spiny/brittle naiad, an invasive aquatic plant and the target species for this project, was documented and mapped in Country Pond in Newton, New Hampshire in 2021. NHDES grant funds are earmarked for management activities to control these exotic aquatic plants in 2023. The primary purpose of New Hampshire's Exotic Aquatic Plant Program is to prevent the introduction and further dispersal of exotic aquatic weeds and to manage or eradicate exotic aquatic weed infestations. (RSA 487:17, II). The program, initiated in 1981, has five focus areas: 1) Prevention of new infestations; 2) Monitoring for early detection of new infestations to facilitate rapid control activities; 3) Control of new and established infestations; 4) Research towards new control methods with the goal of reducing or eliminating infested areas; and 5) Regional cooperation.

NHDES received 51 requests for funding to control exotic aquatic plant growth in 2023. Please refer to Attachment B for a listing of projects that are identified to receive funding.

This 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

www.des.nh.gov
29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • Fax: 271-2867 TDD Access: Relay NH 1-800-735-2964

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name NH Department of Environmental Services		**1.2. State Agency Address** 29 Hazen Drive, Concord, NH 03302-0095	
1.3. Grantee Name Country Pond Lake Association		**1.4. Grantee Address** P.O. Box 282, Newton Junction, NH, 03859 - 0282, USA	
1.5 Grantee Phone # (978) 764-7358	**1.6 Account Number** 442010-1430-073	**1.7. Completion Date** December 31, 2023	**1.8. Grant Limitation** $26,350
1.9. Grant Officer for State Agency Amy P. Smagula		**1.10. State Agency Telephone Number** 603-271-2248	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1 Gregory J. Senko		**1.12. Name & Title of Grantee Signor 1** Gregory Senko, President	
Grantee Signature 2		**Name & Title of Grantee Signor 2**	
Grantee Signature 3		**Name & Title of Grantee Signor 3**	
1.13 State Agency Signature(s)		**1.14. Name & Title of State Agency Signor(s)** Robert R. Scott, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) **By:** **Assistant Attorney General, On:** 6/6/2023			
1.16. Approval by Governor and Council (if applicable) **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"), 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 B (the scope of work being hereinafter 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 on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (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 C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, 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 payment 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 and RSA 31-95-b.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, 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, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, 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 of 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

8. with, the entity identified as the Grantee in block 1.3 of these provisions

8.1. PERSONNEL.

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

8.2. to perform such Project under all applicable laws.

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 the Project, to hire any person who has a contractual relationship with

8.3. the State, or who is a State officer or employee, elected or appointed.

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

9. Officer, and his/her decision on any dispute, shall be final.

9.1. DATA: RETENTION OF DATA: ACCESS.

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 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, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

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

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

11. EVENT OF DEFAULT: REMEDIES.

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

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

11.1.2 Failure to submit any report required hereunder; or

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

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

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

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

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

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

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

12. TERMINATION.

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

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

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

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

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials GB
Date 4/11/23

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 interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

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

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or 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.

17.1 The Grantee shall, at its own 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 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

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 of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

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

20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

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 intend 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.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Grantee Initials GF
Date 4/11/23

EXHIBIT A
SPECIAL PROVISIONS
COUNTRY POND

There are no special provisions.

The Grantee shall not perform any work related to the Project. Only contractors or subcontractors approved consistent with Paragraph 15, working under approved state permits or exemptions may conduct the work related to the Project.

Initials: _____
Date: 4/11/23

EXHIBIT B
SCOPE OF SERVICES
COUNTRY POND

1. Country Pond Lake Association (CPLA) is the grantee for this project. The New Hampshire Department of Environmental Services (NHDES) is referred to as the "state." Amy P. Smagula of the Watershed Management Bureau is the grant officer for the state.

2. A new infestation of spiny/brittle naiad (*Najas minor*), an invasive aquatic plant and the target species for this project, was documented and mapped in Country Pond in Newton, New Hampshire in 2021. Further expansion of these plants can cause further problems to recreational and ecological values of the waterbody.

3. The purpose of this grant is to fund diver and/or Diver Assisted Suction Harvesting (DASH) activities in the waterbody to control the target plant. The project will occur during the 2023 growing season in the late June- early August timeframe, within two weeks of confirmation by NHDES of active growth of the target species.

5. CPLA will utilize the dive services of Diver for Hire and LTD Diving for this work, based on a competitive bid process to select the contracts.

6. DES will provide the contractor with an electronic copy of the Long-Term Management Plan and maps of the treatment area(s).

Initials: GL
Date: 4/11/23

EXHIBIT C
PAYMENT TERMS
COUNTRY POND

Payments shall be made by NHDES to the grantee upon approval of stated outputs and verification of the value of completed work through submittal of invoices for services rendered. NHDES will pay the grantee up to $26,350, within 30 days of receiving the contractor's invoice(s) for the activities outlined in Exhibit B.

The billing address for invoices and all other correspondence shall be as follows:

NH Department of Environmental Services
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095
Attn: Amy Smagula, Watershed Management Bureau

Invoices may also be emailed to Amy.Smagula@des.nh.gov.

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

Initials: GJ
Date: 4/11/23

Certificate of Authority # 1 *(Corporation, Non-Profit Corporation)*

Corporate Resolution

I, Jennifer West, **hereby certify** that I am duly elected Clerk/Secretary/Officer of
(Name)
Country Pond Lake Association. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on April 11, 20 23,

at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Gregory Senko, President CPLA (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

Country Pond Lake Association with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents

which may in his/her judgment be desirable or necessary to effect the purpose of

this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 4, 11, 2023 **ATTEST:** Jennifer West VP, CPLA
(Name & Title)

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 COUNTRY POND LAKE ASSOCIATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 11, 2017. 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: 780513

Certificate Number: 0006195473

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of April A.D. 2023.

David M. Scanlan

Secretary of State

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/14/2022

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	CONTACT NAME: Eleanor Spinazzola	
E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	PHONE (A/C, No, Ext): (603) 293-2791	FAX (A/C, No): (603) 293-7188
	E-MAIL ADDRESS: Eleanorspinazzola@esinsurance.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Insurance Co	
INSURED	INSURER B :	
Country Pond Lake Association PO Box 282 Newton NH 03858	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 22 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:			PHPK2485840	11/07/2022	11/07/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 0
							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)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) 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

NH Department of Environmental Services
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 Kennedy

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Attachment A
Budget Estimates
Country Pond

DIVER AND/OR DIVER-ASSISTED SUCTION HARVESTING

Item/Service	**Cost**
Up to 15 days of diving and/or Diver Assisted Suction Harvesting and disposal of harvested materials	$26,350
Total	$26,350*

*NHDES will pay up to $26,350.

Attachment B – List of Awards

Official Entity/Group Name	Town	Waterbody Name	Grant Award
Baboosic Lake Association	Merrimack/Amherst	Baboosic Lake	$13,160
Balch Lake Improvement Association	Wakefield	Balch Lake	$10,980
Barbara C Harris Center	Greenfield	Otter Pond	$4,548
Big Island Pond Corporation	Hampstead	Big Island	$33,955
Bow Conservation Commission	Bow	Turee Pond	$3,400
Captains Pond Protective Association	Salem	Captains Pond	$4,610
City of Laconia	Laconia	Winnipesaukee	$42,530
City of Manchester	Manchester	Pine Island Pond	$12,475
City of Nashua	Nashua	Nashua River	$58,753
Contoocook Lake Area Preservation Association	Jaffrey	Contoocook Lake	$6,210
Danville Long Pond Protective Association	Danville	Long Pond	$20,978
Flints Pond Improvement Association	Hollis	Flints Pond	$1,700
Glendale Cove Association	Gilford	Winnipesaukee	$15,485
Goffstown Waterways Association	Goffstown/Manchester	Glen Lake	$9,495
Lake Opechee Preservation Association	Laconia	Opechee Lake	$3,900
Lake Shore Park Community Association	Gilford	Winnipesaukee	$5,158
Monomonac Lake Property Owner's Association	Rindge	Monomonac Lake	$17,385
Namaske Lake Association	Goffstown/ Manchester	Namaske Lake	$7,050
SOLitude Lake Management, LLC	Barrington	Swains Lake	$63,265
SOLitude Lake Management, LLC	Nottingham	Pawtuckaway Lake	$50,025
Diver for Hire and LTD Diving	Newton	Country Pond	$19,200
SOLitude Lake Management, LLC	Gilmanton	Shellcamp Pond	$18,995
Northwood Lake Watershed Association	Northwood	Northwood Lake	$9,600
Pearly Pond Association	Rindge	Pearly Pond	$17,425
Powwow Pond Council Inc.	Kingston	Powwow Pond	$3,900
Rockybound Pond Association	Croydon	Rockybound Pond	$617
Rocky Pond Lake Association	Canterbury	Rocky Pond	$11,340
Silver Lake Association Belmont-Tilton, Inc.	Belmont/Tilton	Silver Lake	$12,663
Squam Lakes Association	Holderness, Ashland	Squam Lakes	$50,000
Three Ponds Protective Association	Milton	Milton 3 Ponds	$34,245
Town of Alton	Alton	Winnipesaukee	$33,595
Town of Barnstead	Barnstead	Suncook River, Suncook	$13,998
Town of Brookline	Brookline	Melendy/Potanipo	$9,600
Town of Derry	Derry	Beaver Lake	$8,215
Town of Dunbarton	Dunbarton	Gorham Pond	$1,360
Town of Francestown	Francestown	Scobie Pond	$4,425
Town of Freedom	Freedom/Effingham	Danforth Ponds	$19,650
Town of Hudson	Hudson	Robinson/Otternic	$11,600
Town of Lyme	Lyme	Post Pond	$12,980
Town of Meredith	Meredith	Winnipesaukee	$33,210
Town of Merrimack	Merrimack	Horseshoe/Naticook	$9,290
Town of Middleton	Middleton	Sunrise Lake	$1,269
Town of Moultonborough	Moultonborough	Lees Pond	$5,088
Town of Moultonborough	Moultonborough	Winnipesaukee	$63,725
Town of New Durham	New Durham	Marsh, Jones, Downing	$11,600
Town of Ossipee	Ossipee	Ossipee	$24,913
Town of Sandown	Sandown	Phillips Pond	$23,228
Town of Tuftonboro	Tuftonboro	Winnipesaukee	$13,265
Town of Winchester	Winchester	Forest Lake	$3,900
Town of Wolfeboro	Wolfeboro	Winnipesaukee	$6,438
Winnisquam Watershed Network	Laconia	Winnisquam	$11,600