The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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April 17, 2024

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 enter into an agreement with the Lake Kanasatka Watershed Association, Inc., Center Harbor, NH, (VC # 482807-B001) in the amount of $500,000 to complete the *Lake Kanasatka Alum Treatment 2024* project, effective upon Governor and Council approval through December 31, 2024. 100% General Funds.

Funding is available in the following account:

	SFY 2024
03-44-44-442010-6375-073-500575 Dept. Environmental Services, Cyanobacteria Mitigation Fund	$500,000

EXPLANATION

NHDES requests approval to enter into a grant agreement for $500,000 with the Lake Kanasatka Watershed Association, Inc. (LKWA) to complete the *Lake Kanasatka Alum Treatment 2024* project. The project will be partially funded with Cyanobacteria Mitigation Fund (CMF) grant funds. The CMF was established in Chapter 79:433 of the Laws of 2023 (HB 2) that amended RSA 485-A and established the Cyanobacteria Mitigation Loan Program and appropriated $1 million into the fund under RSA 485-A:61. Under RSA 485-A:59, NHDES is authorized to administer the Cyanobacteria Mitigation Program to assist municipalities, community and non-profit groups and lake and river watershed associations, to reduce the number of chronic and extended cyanobacteria blooms that are a threat to the long-term health and recreational values of state waterbodies. Interim rules, N.H. Code of Administrative Rules Chapter Env-Wq 2300, were adopted on January 26, 2024, which enables NHDES to administer grants and loans for financial assistance on a first come, first serve basis, to eligible entities for eligible projects to address frequent, severe, and long-duration cyanobacteria blooms. NHDES announced the availability of this new grant program in January 2024 following the rule adoption.

Lake Kanasatka is a 353-acre waterbody located in the Town of Moultonborough, NH, and it outlets to Blackey Cove on Lake Winnipesaukee in Moultonborough. Lake Kanasatka has had high density and prolonged cyanobacteria blooms since 2020, limiting recreational activity, and posing a threat to the health of human and aquatic life, and resulting in advisories for Primary Contact Recreation (swimming). In 2023, large and prolonged blooms in Lake Kanasatka resulted in cyanobacteria migrating downstream

into Lake Winnipesaukee. Studies conducted in Lake Kanasatka point to both external (watershed) and internal (in-lake) sources of phosphorous loading, which drives the cyanobacteria blooms.

To reduce the external loading of phosphorus from runoff into Lake Kanasatka, LKWA has worked with contractors and NHDES to install structural best management practices (BMPs) in the watershed to correct runoff and erosion problems, and old or failing septic systems that contribute watershed loads to the lake. According to the Lake Kanasatka Watershed Restoration Plan, approximately 20 percent of the phosphorus in Lake Kanasatka originates from internal phosphorus loading from lake bottom sediments. To mitigate the effects of in-lake phosphorus, LKWA and their project team of consultants will carry out a treatment plan for in-lake remediation. Through the combined implementation of watershed BMPs and conducting in-lake treatment, the phosphorus loading into Lake Kanasatka will be significantly reduced, which will immediately reduce harmful algal blooms and improve water quality.

The project costs are budgeted at $536,944. NHDES will provide $500,000 (93%) of the project costs through a CMF grant, and the LKWA will provide the remaining costs through cash and in-kind services. A budget estimate is provided in Attachment A.

The agreement 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

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 Lake Kanasatka Watershed Association, Inc.		**1.4. Grantee Address** PO Box 774, Center Harbor, NH 03226	
1.5 Grantee Phone # 603-279-5061	**1.6 Account Number** 03-044-442010-6375-073	**1.7. Completion Date** December 31, 2024	**1.8. Grant Limitation** $500,000
1.9. Grant Officer for State Agency Amy P. Smagula, CMF Manager		**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 Mary Colette Cooke		**1.12. Name & Title of Grantee Signor 1** **Mary Colette Cooke, Director and Corp Sec.**	
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:** 3/22/2024			
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").

MCC
3/19/24

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 MCC
Date 3/19/24

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 asa matter of convenience, and are not to be considered a part of this Agreement orto 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 MCC
Date 3/19/21

Exhibit A
Special Provisions

There are no special provisions.

Grantee Initials AWOC
Date 3/19/24

Exhibit B
Scope of Services

The Lake Kanasatka Watershed Association, Inc. (LKWA) will contract with NHDES, and LKWA's selected contractor and other project partners for the following tasks and services as described in the proposal titled *Lake Kanasatka Alum Treatment 2024,* henceforth referred to as the project plan:

Objective 1: Conduct in-lake treatment of Lake Kanasatka to control internal loading of phosphorus from lake sediments in accordance with the department-approved project plan. Measures of Success: In-lake treatment is applied following department approved treatment plan and conditions.

Deliverable 1: Documentation of in-lake treatment and pollutant load reduction estimates.

Task 1: LKWA will select a qualified contractor approved by NHDES to perform in-lake treatment according to treatment plan and approvals, including a small-scale pilot treatment followed by aluminum dosing carried out in two phases as outlined in the project plan.

Task 2: LKWA will coordinate with NHDES, the selected contractor(s), and project partners to finalize the in-lake project plan. The in-lake project plan will adhere to the NHDES Publication Guidelines.

Task 3: LKWA will conduct a pre-treatment meeting with selected contractor, NHDES, and other project partners to review and confirm treatment plans including mobilization, treatment plan details, monitoring, documentation and related activities.

Task 4: Selected in-lake treatment contractor will mobilize for lake treatment.

Task 5: Following plans and permit approval measures, the selected in-lake treatment contractor will apply in-lake treatment to Lake Kanasatka.

Task 6: Perform oversight for in-lake treatment to ensure treatment is applied according to plans and approval measures.

Task 7: Conduct monitoring for in-lake treatment according to plans and approval measures.

Task 8: Document in-lake treatment results, estimate pollutant load reductions and provide documentation to NHDES.

Task 9: NHDES will provide staff biologist support for on-site, real-time, continuous pH monitoring during the aluminum dosing window, as well as assistance with bench top pH measurements, and loan of a plankton net and turbidity meter for on-site monitoring as it relates to the treatment.

Grantee Initials HEC
Date 3/19/24

Objective 2: Long-Term Monitoring
Measure of Success: Annual water quality monitoring data set for water quality data parameters

Deliverable 2: Long-term water quality data trends.

Task 10. Participate in a routine volunteer monitoring program with the Department of Environmental Services or the University of New Hampshire Lakes Lay Monitoring Program to conduct lake and tributary monitoring to track water quality improvements.

Objective 3: Conduct project management and submit all required reports to NHDES.
Measures of Success: Project management activities are conducted, and reports are submitted to NHDES.

Deliverable 3: Financial documentation, progress reports, and final report are submitted to NHDES.

Task 11. Conduct project management including submittal of financial documents such as payment requests; communicate with NHDES and other project partners as needed; conduct other activities required for grant management.

Task 12. Submit electronic data reports in a format to be uploaded to the Environmental Monitoring Database (EMD) documenting all work performed during the project periods as follows:

- Work completed between April 1 and April 30: data result report is due by May 10.
- Work completed between May 1 and May 30: data result report is due by June 30.
- Work completed between June 1 and August 30: data result report is due by October 1.
- Work completed between September 1 and November 1: data result report is due by December 1.

If the grantee has not completed a timely submittal of the data reports, all further payments will be suspended until the overdue reports are submitted and approved by NHDES.

Task 13. Submit a comprehensive final report to NHDES on or before the project completion date. The final report shall include documentation that aluminum application and monitoring were conducted according to the project plan (and/or approved modifications if applicable); a complete data summary and interpretation of data collected as part of the monitoring; an assessment of the success of the project based on the data; a summary of any cyanobacteria blooms that occurred during the monitoring period (if applicable); a summary of final project costs; and an estimate of the actual phosphorus load reduction achieved by the aluminum treatment.

Effective upon Governor and Council Approval, through December 31 ,2024.

Grantee Initials MLC
Date 3/19/24

Additional Requirements of the Agreement

Project Modifications
The grantee shall not make, allow, or authorize any changes, modifications, or amendments to, or any departures from, the approved plans and specifications that would materially or significantly affect project cost, estimated revenues, or project design without prior written approval from NHDES. The recipient shall request approval for changes by submitting a request to NHDES pursuant to Env-Wq 2307.04.

Quality Assurance
All project activities must be conducted according to an NHDES approved Surface Water Quality Discharge Permit and associated permit conditions. Samples must be collected and analyzed according to standard methods and analyzed in laboratories with NHDES confirmed quality assurance and quality control plans. Field operations must be conducted according to the Aluminum Treatment Plan for Lake Kanasatka submitted in January 2024 and the Operations and Safety Plan developed for the project prepared by the contractor. In the event that aluminum treatment, sampling and reporting are not compliant with permit conditions (unless deviations are approved by NHDES in writing) the grantee will forfeit the ability to receive payment for those activities.

Operations and Maintenance
Operation includes the administration, management, and performance of non-maintenance actions needed to keep the completed practice safe and functioning as intended. Maintenance includes work to prevent deterioration of the practice, such as continued BMP implementation and BMP maintenance checks in the watershed to reduce external loading.

By applying for financial assistance, the applicant agrees that from the time of first application for financial assistance for a project throughout all stages of design and implementation, and at any other time while any assistance from the CMF to the applicant is outstanding, the recipient shall allow the department to inspect, as provided in Env- Wq 2307.03 and Env-Wq 2307.07, including the project site and any and all incidental works, areas, facilities, and premises otherwise pertaining to the project for which application is made; and any and all books, accounts, records, contracts or other instruments, documents, and other information possessed by the recipient or its contractors, agents, employees, or representatives which relate in any respect to the receipt, deposit, or expenditure of financial assistance funds.

Reporting and Outreach Materials
All materials produced for public distribution related to this project shall be reviewed and approved by NHDES prior to distribution and shall include the NHDES logo and the following citation: "Funding for this project was provided in part by a Cyanobacteria Mitigation Fund Grant from the NH Department of Environmental Services." All final work products must meet the applicable Americans with Disabilities Act (ADA) Title II Regulations to the extent practicable and shall be

Grantee Initials MCP
Date 3/19/24

guided by best practices outlined in the Revised Section 508 Standards of the Rehabilitation Act and the Web Content Accessibility Guidelines (WCAG). At minimum, final work products shall include sans-serif fonts, underlined and descriptive text links, color best practices, captions for audio and video content, headers in tables, images with alt text, gender-neutral text, and consideration of the Plain Writing Act. Examples of final work products and outreach materials include, but are not limited to, project reports, press releases, newsletter articles, websites, videos and signage.

Project Completion

The grantee shall submit to the department a notice of completion of the project, upon completion of project implementation, along with any final grant disbursement requests.

Grantee Initials NCC
Date 3/19/24

Exhibit C
Method of Payment and Contract Price

The State shall pay to the Grantee the total reimbursable program costs in accordance with the following requirements:

Reimbursement requests for program costs shall comply with the terms of this agreement and Env-Wq 2305.08, using the Cyanobacteria Mitigation Fund disbursement form as supplied by the NHDES which shall be completed and signed by the Grantee. The disbursement request form shall be accompanied by proper supporting documentation in the amount of each requested disbursement. The Grantee will maintain adequate documentation to substantiate all Program related costs. All work shall be performed to the satisfaction of the NHDES and Env-Wq 2305.09 and 2305.10 before payment is made. Documentation of reimbursable costs may include invoices for supplies, equipment, services, contractual services, and a report of personnel, travel, and indirect costs. For projects that demonstrate progress solely through the submission of interim progress reports, payments shall be made upon receipt, review and approval of the interim progress report and accompanying payment request form.

The total reimbursement shall not exceed the grant award of $500,000.

Funding is provided through a Cyanobacteria Mitigation Fund Grant from the NH Department of Environmental Services.

Disbursement request forms and all applicable invoices and supporting documentation shall be emailed to Amy.P.Smagula@des.nh.gov.

Grantee Initials MCC
Date 3/19/24

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 LAKE KANASATKA WATERSHED ASSOCIATION, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 03, 1978. 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: **64091**

Certificate Number: **0006568216**

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 February A.D. 2024.

David M. Scanlan

Secretary of State

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

Corporate Resolution

I, Timothy W. Baker, **hereby certify** that I am duly elected Director of the
(Printed Name) *Office/Position)*

Lake Kanasatka Watershed Association, Inc., I hereby certify the following is a true copy of a vote
(Name of Corporation)

taken at a meeting of the Board of Directors/shareholders, duly called and held on February 9, 2024, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Mary Colette Cooke, Director and Corporate Secretary is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

Lake Kanasatka Watershed Association, Inc. 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: March 19, 2024 **ATTEST:** Director
(Name & Title)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/08/2024

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: Eleanor Spinazzola
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	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Lake Kanasatka Watershed Association
PO Box 744
Center Harbor NH 03226

COVERAGES CERTIFICATE NUMBER: 24 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:			PHPK2604396	09/13/2023	09/13/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK2604396	09/13/2023	09/13/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							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

New Hampshire 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

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INSURANCE SERVICES

Sidney Stevens
Sidney@esinsurance.net
603-293-2791
PO Box 7425, Gilford, NH 03247

Date: 3/27/2024

NH Department of Environmental Services

RE: Lake Kanasatka Watershed Association

To Whom It May Concern:

To the best of my knowledge this is an all volunteer organization with no employees and would not need workers comp unless they had an employee.

Thanks,

Sidney Stevens

Sidney Stevens

Attachment A
Budget Estimate

Cost Description	Amount
SOLitude Product (Aluminum) Costs	$378,137
SOLitude Contracted Treatment Costs	$103,933
UNH Labor for Monitoring	$9,025
FBE Labor for Monitoring	$23,936
Laboratory Analysis Fees (permit required samples)	$19,713
Laboratory Analysis Fees (sediment sample cores and related shipping costs)	$2,200
Total Project Costs:	**$536,944***

*NHDES will pay up to $500,000 of the listed project costs (93%).