The State of New Hampshire
Department of Environmental Services
Robert R. Scott, Commissioner

139

September 4, 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 Wentworth Watershed Association, Wolfeboro, NH, (VC # 331519-B001) in the amount of $16,500 to complete the *Lake Wentworth and Crescent Lake Watershed Management Plan Update* project, effective upon Governor and Council approval through September 30, 2026. 100% Federal Funds.

Funding is available in the account as follows:

	FY 2025
03-44-44-442010-2020-072-500574	$16,500
Dept. Environmental Services, Section 604(b) Planning, Grants – Federal	

EXPLANATION

NHDES requests approval to enter into a grant agreement for $16,500 with the Wentworth Watershed Association (WWA) to complete the Lake Wentworth and Crescent Lake Watershed Management Plan Update project. Each year, NHDES receives funds under Section 604(b) of the United States Environmental Protection Agency Clean Water Act, which must be granted for water quality planning projects. In June 2023, NHDES solicited letters of intent with scopes of services for projects supporting local efforts to address water quality outcomes such as: 1) identifying the most cost effective and locally acceptable facility and nonpoint source pollution measures to meet and maintain water quality standards; 2) developing an implementation plan to obtain State and local financial and regulatory commitments to implement water quality plans; 3) determining the nature, extent, and causes of water quality problems in the State; and, 4) determining those publicly owned treatment works which should be constructed, taking into account the relative degree of effluent reduction attained and the consideration of alternatives to such construction.

NHDES received six letters of intent which were evaluated and ranked based on the following criteria: a) a clear and concise project outcome statement including discussion of how the planning effort will be used to make progress toward implementation of corrective actions which will protect or restore water quality with respect to Clean Water Act assessments; b) success in addressing the water quality outcomes; c) a reasonable budget and timeline; d) a documented community need or opportunity; e) the level of public participation and commitment to the project; f) the quality of proposal; g) consideration of the project's impact on communities; and, h) the project's incorporation of changing environmental risks (i.e, warmer surface water temperatures, more frequent and greater intensity storm events, etc.). Based on the specified selection criteria, and the amount of grant funding available, the four highest ranked proposals

were selected for funding. Please refer to Attachment B for review and ranking results, along with review panel members and affiliations.

The Lake Wenworth and Crecent Lake watershed is a 22,784-acre watershed located within the Towns of Wolfeboro, Brookfield, Ossipee, and New Durham, New Hampshire. Lake Wentworth was listed in the NHDES Section 303(d) assessment report as impaired for failing to support the Aquatic Life Integrity designated use due to Dissolved Oxygen and pH in 2006 and 2010, respectively. Since the Lake Wentworth and Crescent Lake Watershed Management Plan was published in 2012, WWA, the Town of Wolfeboro, and project partners have completed three phases of implementing best management practices (BMPs) to reduce nutrient loading to the lakes from the watershed. However, water quality data and an increase in cyanobacteria blooms since the Plan's inception have confirmed a decline in water quality and have emphasized the need for an updated watershed management plan with revised implementation recommendations to address current conditions in the lakes and watershed.

In 2022, a watershed survey was conducted to establish an updated list of sites within the watershed for BMP implementation projects. This project will build upon the efforts that WWA and project partners have made over the last 12 years and enable WWA to assess the progress made to reduce sediment and nutrient loading through BMP implementation projects. The update to the Lake Wentworth and Crescent Lake Watershed Management Plan will result in a revised water quality goal, reassessed list of priority sites for BMP implementation, and provide strategic guidance relative to development of the watershed.

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

We respectfully request your approval.

Robert R. Scott, Commissioner

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name Department of Environmental Services		**1.2. State Agency Address** PO Box 95 Concord, NH 03302-0095	
1.3. Grantee Name Wentworth Watershed Association		**1.4. Grantee Address** PO Box 2235, Wolfeboro, NH 03894	
1.5 Grantee Phone # (603) 534-0222	**1.6. Account Number** 03-44-442010-2020-072	**1.7. Completion Date** September 30, 2026	**1.8. Grant Limitation** $16,500
1.9. Grant Officer for State Agency Stephen Landry, Watershed Assistance Section Supervisor		**1.10. State Agency Telephone Number** (603) 271-2969	
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		**1.12. Name & Title of Grantee Signor 1** STEVEN JOHNSON WWA Treasurer	
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, NHDES	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) **By:** Melissa Tzles **Assistant Attorney General, On:** 9/11/24			
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").

Grantee Initials
Date 8/6/24

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 AM
Date 8/6/24

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 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 MJ
Date 8/6/24

Exhibit A
Special Provisions

Federal Funds paid under this agreement are from a Grant Agreement to the State from the United States Environmental Protection Agency (U.S. EPA), Water Quality Management Planning under CFDA # 66.454. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) and has provided NHDES with their Unique Entity Identifier (UEI-SAM) number. The Grantee's UEI-SAM number is EC1WAN31TGD9.

Grantee Initials
Date 8/6/24

Exhibit B
Scope of Services

The Wentworth Watershed Association (WWA) will perform the following tasks as described in the proposal titled *Lake Wentworth and Crescent Lake Watershed Management Plan Update*:

Objective 1: Select a project consultant by Request for Qualifications (RFQ) and complete a Site Specific Project Plan (SSPP) that will guide the project work and the Lake Wentworth and Crescent Lake Watershed Management Plan (WMP) update.
Measure of Success: A consultant is selected and the SSPP is approved by NHDES.

Deliverable 1: Draft and final RFQ and SSPP provided to NHDES.

Task 1. Following NHDES approved procurement procedures, develop and issue a RFQ to select a consultant to update the Lake Wentworth and Crescent Lake Watershed Management Plan. Provide draft RFQ to NHDES for review and approval prior to publication. Review responses, rank and score the consulting firms. Select a consulting firm and negotiate scope of work, schedule, and fee. Draft the contract and send to NHDES for approval. Execute the subcontract between WWA and the selected consulting firm.
Task 2. Coordinate with the consultant to develop a SSPP for the project. The SSPP will cover the data manipulation or collection tasks associated with the project. The SSPP will be completed prior to collection or manipulation of data, including watershed modeling.

Objective 2: Calculate the nutrient load reduction for 114 sites identified in the 2022 Watershed Survey. Analyze water quality data to update the water quality goals for the Lake Wentworth and Crescent Lake watershed and pollutant reductions needed to meet these goals.
Measures of Success: Nutrient load reductions are documented for 114 BMP sites. The updated water quality goals and nutrient reductions needed to meet the goals are reviewed and finalized.

Deliverable 2: Pollutant load reductions for 114 BMP sites, updated water quality goals and pollutant load reductions needed to meet the updated goals are provided to NHDES.

Task 3. Coordinate with the consultant to review and calculate the pollutant load reductions for the 114 sites identified in the list of revised and newly identified sites for BMP implementation as established in the 2022 Watershed Survey. Coordinate with the consultant to obtain photos and GPS coordinates of each of the 114 sites to help identify the stormwater related concerns and possible drainage areas associated with each site.
Task 4. Coordinate with the consultant to summarize the water quality data according to the latest version of the NHDES Consolidated Assessment and Listing Methodology (CALM) and compare the results to the trophic state criteria to complete an assimilative capacity analysis. Use the results from the water quality data analysis; land use model for historic, current, and future conditions; and assimilative capacity analysis to establish the water quality goal and the pollutant load reductions that would be needed to meet the reserve assimilative capacity for

Grantee Initials
Date 9/6/24

Lake Wentworth and Crecent Lake's applicable trophic class or other goals as determined through consultation with stakeholders. Coordinate with the consultant to develop draft documentation that justifies the water quality goal.
Task 5. Review the draft documentation and provide feedback during a stakeholder meeting. Agree upon a formal water quality goal for the lakes. Coordinate with the consultant to update and send out final documentation for the water quality goal, which will guide the update of the WMP. Establish interim or benchmark water quality goals to allow flexibility in reassessing water quality goals.

Objective 3: Review the status of action items included in the action plan from the 2012 Lake Wentworth and Crescent Lake Watershed Management Plan. Identify additional action items needed to reduce pollutant loads into the Lake Wentworth and Crescent Lake watershed. Update the action plan and the Lake Wentworth and Crescent Lake Watershed Management Plan.
Measures of Success: The action plan is updated to reflect current watershed conditions and best management practices (BMPs) implemented in the watershed since the initial plan. The Lake Wentworth and Crescent Lake Watershed Management Plan is updated.

Deliverable 3: The finalized action plan and Lake Wentworth and Crescent Lake Watershed Management Plan are provided to NHDES.

Task 6. Provide a status update for each of the action items in the 2012 Lake Wentworth and Crescent Lake WMP's action plan. Conduct a public forum or workshop to review these action items and determine additional action items that might be necessary to achieve the water quality goal. Obtain assistance from the consultant with providing feedback on the action plan and facilitating the public forum. Obtain assistance from the consultant with assigning estimated costs to implement recommended actions and BMPs, possible sources of funding, schedule dates, responsible parties, and potential nutrient load reductions. The final action plan will be included in the updated WMP.
Task 7. Coordinate with the consultant to update the Lake Wentworth and Crescent Lake Watershed Management Plan and ensure that the required EPA nine elements are addressed. Updates include indication of the plan revision month and year, new funding sources, new additional maps as applicable, community input/stakeholder involvement, current watershed efforts, any major changes to watershed characterization, recent water quality data, new modeling results, revised water quality goal, new ordinance review, revised action plan, revised indictors, revised monitoring plan, additional resources, and links.

Objective 4: 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 4: Financial documentation, semi-annual progress reports, and final report are submitted to NHDES.

Grantee Initials
Date 8/6/24

Task 8. Conduct project management including submittal of financial documents such as payment requests and match and procurement documentation; communicate with NHDES and other project partners as needed; conduct other activities required for grant management.
Task 9. Submit electronic semi-annual reports documenting all work performed during the project periods as follows:

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

If the grantee has not completed a timely submittal of the progress reports, all further payments will be suspended until the overdue reports are submitted and approved by NHDES.
Task 10. Submit a comprehensive final report to NHDES on or before the project completion date. The final report will be the final watershed management plan. Additionally, the final report will comply with NHDES and USEPA requirements found in the final report guidance document, including ADA compliance on the NHDES Watershed Assistance Section webpage.

Grantee Initials MJ
Date 8/6/24

Exhibit C
Method of Payment and Contract Price

All services shall be performed to the satisfaction of NHDES before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of an associated invoice. Payment shall be made in accordance with the following schedule based upon completion of specific tasks described in Exhibit B:

Upon completion and NHDES approval of Tasks	1 & 2	$200
Upon completion and NHDES approval of Task	3	$3,800
Upon completion and NHDES approval of Tasks	4 & 5	$3,500
Upon completion and NHDES approval of Task	6	$4,000
Upon completion and NHDES approval of Task	7	$4,700
Upon completion and NHDES approval of Tasks	8 - 10	$300
Total		$16,500

Grantee Initials NGF
Date 8/6/24

CERTIFICATE OF AUTHORITY

I, Carl Crosley, Chair of the Board of Directors of the Wentworth Watershed Association, do hereby certify that:
(I) I am the duly elected Chair of the Board of Directors;
(2) at the meeting held on June 14, 2024, the Wentworth Watershed Association voted to accept NHDES funds and to enter into a contract with the Department of Environmental Services;
(3) the Wentworth Watershed Association further authorized the Treasurer to execute any documents which may be necessary for this contract;
(4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date of the grant to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this certificate hereof; and
(5) the following person has been appointed to and now occupies the office indicated in (3) above:

Steven Johnson

IN WITNESS WHEREOF, I have hereunto set my hand as the Chair of the Board of Directors of the Wentworth Watershed Association, this 12th day of August 2024.

Carl Crosley, Chair of the Board of Directors

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 WENTWORTH WATERSHED ASSOCIATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 16, 1996. 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: **257375**

Certificate Number: **0006742387**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of July A.D. 2024.

David M. Scanlan
Secretary of State

WENTWAT-01 ELEWIS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/25/2024

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
Alliant Insurance Services, Inc.
4530 Walney Rd Ste 200
Chantilly, VA 20151-2285

CONTACT NAME: Morgan Vershay
PHONE (A/C, No, Ext): (703) 547-5996 FAX (A/C, No):
E-MAIL ADDRESS: Morgan.Vershay@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great Northern Insurance Company	20303
INSURER B : Federal Insurance Company	20281
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Wentworth Watershed Association
PO Box 2235
Wolfeboro, NH 03894

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 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: X POLICY PRO-JECT LOC OTHER:	X		36065838	11/11/2023	11/11/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ Included
							Host Liquor	$ Included
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			36065838	11/11/2023	11/11/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			93652483	11/11/2023	11/11/2024	EACH OCCURRENCE	$ 3,000,000
							AGGREGATE	$ 3,000,000
								$
B	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		71833999	5/1/2024	5/1/2025	PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Grant:
New Hamphsire Department of Environmental Services is included as an Addtional Insured on the General Liability policy as required by written contract.

CERTIFICATE HOLDER

New Hamphsire Department of Environmental Services
Attn: Stephen Landry, Watershed Assistance Section Supervisor
PO Box 95
Concord, NH 03302-0095

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Attachment A
Budget Estimate

Budget Item	Grant Funding
Salaries & Wages	$0
Contractual	$16,500
Travel and Training	$0
Printing/ Supplies	$0
Other: Insurance	$0
Total Grant Amounts	**$16,500**

Attachment B
2024 604(b) Water Quality Planning Grants Ranking

Organization	Project Name	Reviewer A	Reviewer B	Reviewer C	Reviewer D	Reviewer E	Reviewer F	Reviewer G	Avg. Score	Rank (by avg.)
Northwood Lake Watershed Association	Northwood Lake Watershed Management Plan (WMP)	91	98	93	93	88	95	97	93	1
Strafford Regional Planning Commission	Cocheco River Management Plan	94	92	92	92	86	94	87	91	2
Wentworth Watershed Association	Lake Wentworth and Crescent Lake Watershed Management Plan Update	87	86	86	87	75	85	92	85	3
Strafford Regional Planning Commission	Milton Three Ponds Watershed-Based Management Plan*	89	83	92	85	77	87	83	85	4
Southwest Region Planning Commission	Laurel Lake Watershed Management Plan	84	92	74	79	78	87	95	84	5
Crescent Lake Association	Crescent Lake Acworth/Unity NH Water Quality Planning	88	78	86	71	69	81	83	79	6

* Rescinded Letter of Intent.

Review Team Members

Name	Qualifications
Jeffery Marcoux	Watershed Supervisor. Project manager, grant, and contract expertise. 20 years experience.
Katherine Zink	Watershed Assistance Specialist. Surface and drinking water sampling, and microbial expertise. 13 years experience.
Sally Soule	Coastal Watershed Supervisor, Grant management experience. Project management and watershed management expertise. 25 years experience
Stephen Landry	Watershed Assistance Section Supervisor. Project management and watershed management expertise. 31 years experience
Tracie Sales	Rivers and Lakes Programs Administrator, 11 years experience assisting volunteers with management plan implementation, 7 years experience writing grant applications and conducting water quality programs under funded grants.
Amanda Barker-Jobin	Rivers and Lakes Programs Assistant, 7 years project management experience, 4 years environmental application review experience
Andrea Bejtlich	Watershed Specialist. Surface and drinking water sampling, grant management expertise. 5 years experience.