



The State of New Hampshire  
**Department of Environmental Services**

Robert R. Scott, Commissioner

SP



May 8, 2025

Her Excellency, Governor Kelly A. Ayotte  
and The Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

Authorize the New Hampshire Department of Environmental Services (NHDES) to amend an agreement (PO # 1095902) with the Green Mountain Conservation Group (VC#158389-B001), Effingham, NH, for implementation of phase 2 of the *Danforth Ponds, Ossipee Lake Watershed Management Plan* project by amending task 35, reallocating funds between tasks, and extending the completion date to September 30, 2026 from June 30, 2025 effective upon Governor and Council approval. The original agreement was approved by the Governor and Council on October 4, 2023, Item #70. This is a no cost time extension. 100% Federal Funds.

**EXPLANATION**

NHDES requests approval of a no-cost time extension amendment. This project focuses on four key elements: installing best management practices (BMPs) to reduce stormwater runoff from roads; increasing the understanding and awareness of the condition of shorefront septic systems and motivating property owners to pump, inspect and potentially replace substandard septic systems; engaging with the Town of Freedom to refine zoning laws and ordinances governing land use practices and development; and developing a community-based education and marketing plan to inspire residential and commercial property owners to embrace and implement best land management practices. Additional time is needed to complete the project due to delays in constructing stormwater runoff improvements at a site where land ownership and property boundaries needed further clarification. Task 35 is amended by reallocating \$2,000 from Task 52 to allow more funds for the septic system repair or replacement program for two homes to reduce pollutant loading into the Danforth Ponds.

To date, \$67,870 has been spent of the original \$100,000 grant award.

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

We respectfully request your approval of this item.

  
Robert R. Scott, Commissioner

**Agreement for Services with Green Mountain Conservation Group  
Amendment No. 1**

This Agreement (hereinafter called the "Amendment") dated this 4/3/25 day of April 2025, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the "State") and the Green Mountain Conservation Group (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council on October 4, 2023, item 70 the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

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

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

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
  - A. The Completion Date as set forth in the agreement shall be changed from June 30, 2025, to September 30, 2026.
  - B. Exhibit A (Scope of Services) shall be amended as follows:
    - a. Amend Task 35: Create an incentive *program making for up to \$5,000 \$12,000 available* for ~~two~~ waterfront homes to offset the cost of *repair or replacement of* ~~replacing~~ a septic system found to be in failure *or close to failure* by a licensed and certified NH septic inspector.
  - C. The Exhibit B (Contact Price and Method of Payment) shall be amended as follows. All other tasks and payments remain unchanged.

Task Description	Original Payment	Difference	Revised Payment
Upon completion and NHDES approval of Task 35	\$10,000	\$2,000	\$12,000
Upon completion and NHDES approval of Task 52	\$3,000	-\$2,000	\$1,000
<b>Total of revised Tasks</b>	\$13,000	\$0	\$13,000

Initial JR  
Date 4/5/25

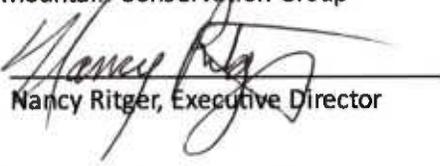
2. **Effective Date of Amendment:** This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.
  
3. **Continuance of Agreement:** Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Initial NR  
Date 4/3/25

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

Green Mountain Conservation Group

By

  
Nancy Ritger, Executive Director

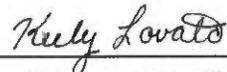
THE STATE OF NEW HAMPSHIRE  
Department of Environmental Services

By

  
Robert R. Scott, Commissioner

Approved by Attorney General this 16<sup>th</sup> day of May, 2025

OFFICE OF ATTORNEY GENERAL

By   
Keely Lovato, Attorney

Initial 4/3/25NR  
Date 4/3/25

**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 THE GREEN MOUNTAIN CONSERVATION GROUP is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 09, 1998. 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: 285491

Certificate Number: 0007148464



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3rd day of April A.D. 2025.

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

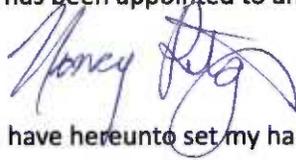
David M. Scanlan  
Secretary of State

**CERTIFICATE OF AUTHORITY**

I, Peter Zach, Board of GMCG President of the Green Mountain Conservation Group, do hereby certify that:

- (1) I am the duly elected GMCG President;
- (2) at the meeting held on July 23, 2023, the Green Mountain Conservation Group voted to accept NHDES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Green Mountain Conservation Group further authorized the Executive Director to execute any documents which may be necessary for this contract;
- (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date 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:

Nancy Ritger



IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer of the Organization, this day of month, year.



April 11, 2025

Peter Zach, GMCG President



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/08/2025

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).

<b>PRODUCER</b> Infinger Insurance - Conway 1205 Eastman Road PO Box 300 North Conway NH 03860	<b>CONTACT NAME:</b> Meaghan Walker <b>PHONE (A/C, No, Ext):</b> (803) 447-5123 <b>FAX (A/C, No):</b> (803) 447-5128 <b>E-MAIL ADDRESS:</b> mwalker@infingerinsurance.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Ohio Security Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: Ohio Casualty Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C: Philadelphia Indemnity Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ohio Security Insurance Company		INSURER B: Ohio Casualty Insurance Company		INSURER C: Philadelphia Indemnity Insurance Company	18058	INSURER D:		INSURER E:		INSURER F:
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INSURER F:														
<b>INSURED</b> Green Mountain Conservation Group PO Box 95 Effingham NH 03882														

**COVERAGES**      **CERTIFICATE NUMBER:** CL251883247      **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 SUBR NED WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		BKS(25)56770149	09/01/2024	09/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		BAS(25)56770149	09/01/2024	09/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		USO(25)56770149	09/01/2024	09/01/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	XWS(25)56770149	09/01/2024	09/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Directors & Officers Liability		PHSD1820653-014	10/04/2024	10/04/2025	D&O Per Occurrence \$1,000,000 D&O Aggregate \$2,000,000

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

<b>CERTIFICATE HOLDER</b> Squam Lakes Association 534 US Route 3 Holderness NH 03245	<b>CANCELLATION</b> 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 
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The State of New Hampshire  
**Department of Environmental Services**

*Andrea Bejtlich*



**Robert R. Scott, Commissioner**

August 15, 2023

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

**APPROVED G & C**

DATE 10/4/2023

ITEM # 70

**REQUESTED ACTION**

Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into an agreement with the Green Mountain Conservation Group (VC #158389-B001), Effingham, NH, in the amount of \$100,000 to complete the *Danforth Ponds, Ossipee Lake Watershed Management Plan Phase 2: BMPs & Community Engagement* project, effective upon Governor and Council approval through June 30, 2025. 100% Federal Funds.

Funding is available in the following account:

03-44-44-442010-2035-072-500575

FY 2024

\$100,000

Dept. Environmental Services, NPS Restoration Program, Grants-Federal

**EXPLANATION**

NHDES requests approval to enter into a grant agreement for \$100,000 with the Green Mountain Conservation Group (GMCG) to complete the *Danforth Ponds, Ossipee Lake Watershed Management Plan Phase 2: BMPs & Community Engagement* project. NHDES issued a Request for Proposals (RFP) for the 2023 Watershed Assistance Grants program in June 2022. The fifteen proposals received were ranked based on the criteria included in the RFP: water quality improvement or protection; cost/benefit ratio; local capacity to complete the project; relative value or significance of the water body; consideration of the project's impact on communities with environmental justice concerns; the project's incorporation of changing environmental conditions; and general quality and thoroughness of the proposal. Based on the results of the selection process and available federal grant funding levels, seven implementation projects were selected to receive funding. Please see Attachment B for a list of project rankings and NHDES review team members.

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

[www.des.nh.gov](http://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

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council

Page 2 of 2

Grants address NPS pollution by promoting responsible land use practices through the installation of best management practices, restoration of habitats, and reduction of nutrient loading on the watershed scale.

Danforth Ponds and the lower bays of Ossipee Lake are frequently visited by tourists throughout the summer months due to their water clarity and scenic views throughout the watershed. Increased nutrient loading to the lake from stormwater runoff and aging septic systems are a threat to water quality. Middle Danforth Pond is on the 2020-2022 NHDES surface water quality assessment 303(d) list as impaired for Primary Contact Recreation (swimming) because of the severity of cyanobacteria blooms. Since 2018, NHDES has issued five Cyanobacteria Advisories for Middle Danforth Ponds. The advisories have ranged in length from four days to 33 days. GMCG is actively working with external stakeholders to reduce nutrient loading to the watershed through the implementation of the *Ossipee Lake Watershed Management Plan Phase I*.

This project will focus on four key elements: installing best management practices (BMPs) to reduce stormwater runoff from roads; increasing the understanding and awareness of the condition of shorefront septic systems and motivating property owners to pump, inspect and potentially replace substandard septic systems; engaging with the Town of Freedom to refine zoning laws and ordinances governing land use practices and development; and developing a community-based education and marketing plan to inspire residential and commercial property owners to embrace and implement best land management practices.

The project costs are budgeted at \$166,700. NHDES will provide \$100,000 (60%) of the project costs through a federal grant, and GMCG will provide the remaining costs through cash and in-kind services. A budget estimate is provided in Attachment A.

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

We respectfully request your approval 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 Department of Environmental Services		1.2. State Agency Address PO Box 95 Concord, NH 03302-0095	
1.3. Grantee Name Green Mountain Conservation Group		1.4. Grantee Address 236 Huntress Bridge Road, Effingham, NH 03882	
1.5. Grantee Phone # (603) 539-1859	1.6. Account Number 03-44-442010-2035-072-5005 75	1.7. Completion Date 06/30/2025	1.8. Grant Limitation \$ 100,000
1.9. Grant Officer for State Agency Stephen Landry, Watershed Assistance Section Supervisor		1.10. State Agency Telephone Number (603) 271-2969	
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 <i>Matthew Howe</i>		1.12. Name & Title of Grantee Signor 1 Matthew Howe, Executive Director	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) <i>Robert R. Scott</i>		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: <i>[Signature]</i> Assistant Attorney General, On: 9/13/23			
1.16. Approval by Governor and Council (if applicable) By: _____ On: 1/1			

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 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 with, the entity identified as the Grantee in block 1.3 of these provisions
8. **PERSONNEL.**
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. **DATA: RETENTION OF DATA: ACCESS.**
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed 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,

- 9.2. computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.3. 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.
- 9.4. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.5. 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.
10. 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.
11. **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.
- 11.1. **EVENT OF DEFAULT: REMEDIES.**
- 11.1.1. 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 MAH  
 Date 7-20-23

- 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 intent of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

**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), NPS Implementation Grant under CFDA # 66.460. 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 121570431.

In addition to the General Provisions of Paragraph 1 through 23, the following provisions, including those required by federal regulations apply to this Agreement:

I) **Nondiscrimination.** The Grantee shall comply with 40 CFR part 7 which prohibits discrimination under any program or activity receiving Federal assistance on the basis of race, color, national origin, or gender, and 40 CFR part 12 which prohibits discrimination based on handicap.

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

III) **Allowable costs.** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs shall be allowable, meaning that the costs must conform to specific Federal requirements detailed in 2 CFR Part 200 Subpart E. The costs, including match, shall be incurred between the Agreement's Effective Date and the Completion Date, except that match may begin to accrue prior to the Effective Date provided it conforms to the terms of the federal Grant Agreement from the U.S Environmental Protection Agency to the State and follows the date of a NHDES letter of approval of the proposed project scope of services.

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

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

VI) **Debarment and Suspension.** The Grantee shall comply with 2 CFR Part 200 Subpart C. By signing and submitting the Agreement, the Grantee certifies that it has not been debarred or suspended by a government agency. Additionally, the Grantee certifies that it will not make or permit any award (subgrant or subcontract) at any tier to any party which is debarred or

suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

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

- a. **Assignment of Subcontracts.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State Agency.
- b. **Consultant Fee Cap.** The Grantee will limit grant-funded payment to subcontractors under the circumstances detailed in 2 CFR Part 1500.9
- c. **Subcontracts.** The Grantee shall:
  - i. Ensure that every subcontract includes provisions for compliance with Federal and State standards applicable to the contract;
  - ii. Ensure that every subcontract includes all clauses required by Federal statute and executive orders, and their implementing regulations; and
  - iii. Ensure that subcontractors are aware of requirements imposed upon them by State and Federal statutes and regulations.

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

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

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

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

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A

"performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

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

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

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

**Exhibit B**  
**Scope of Services**

The Green Mountain Conservation Group (GMCG) will perform the following tasks as described in the proposal titled *Danforth Ponds, Ossipee Lake Watershed Management Plan Phase 2: BMPs & Community Engagement*:

**Objective 1:** Mitigate stormwater runoff at a high priority site that was noted in the Watershed Management Plan (Site #4 Ossipee Lake Road runoff to Lower Danforth Pond).

**Measure of Success:** Best Management Practice (BMP) Implementation at Site #4 that demonstrates a positive impact on pond water quality.

**Deliverable 1:** Site Specific Project Plan (SSPP); Mitigation design and installation at Site #4; Photo documentation; Operation and Maintenance (O&M) plans; and pollutants controlled reports (PCRs) for the BMPs installed.

- Task 1. Finalize the Ossipee Lake Road runoff mitigation scope of work with the Town of Freedom (Town).
- Task 2. If design/engineering assistance is determined to be necessary, follow NHDES-approved procurement procedures, issue a Request for Qualifications (RFQ) to select a contractor.
- Task 3. Coordinate with NHDES staff to develop a SSPP for the pollutant load reduction modeling for Site #4. Submit the draft SSPP to NHDES for review. Finalize the SSPP based upon review comments. Submit the updated SSPP to NHDES for final review and approval.
- Task 4. Determine if the project qualifies for NHDES Permit by Notification or formal application for review. Prepare and submit required permit application to NHDES. Prepare and submit the required permit applications to the Town.
- Task 5. Develop a material and labor plan for the Site #4 BMP project. Prepare all necessary paperwork, including Town of Freedom and volunteer tracking sheets and waiver forms.
- Task 6. Purchase required materials and schedule the installation.
- Task 7. Once all permits have been approved, install erosion control measures at site.
- Task 8. Install Site #4 stormwater mitigation BMPs.
- Task 9. Document the Site #4 BMP installation with Town and volunteer tracking sheets and photos.
- Task 10. Develop an Operation and Maintenance Plan for the Site #4 BMPs installed. Provide the final plan to NHDES. Remove all erosion control measures after the project is complete and the areas are stabilized.
- Task 11. Prepare and submit the Pollutants Controlled Report (PCR) based upon pollutant load reduction modeling completed for Site #4.

**Objective 2:** Mitigate stormwater runoff at a high priority site that was noted in the Watershed Management Plan (Site #6 private road and camping area runoff to the Shawtown Brook/Middle Danforth Pond).

**Measure of Success:** BMP Implementation at Site #6 that demonstrates a positive impact on pond water quality.

**Deliverable 2:** Mitigation design and installation at Site #6. Photo documentation, O&M plans, and PCRs for the BMPs installed.

Task 12. Update the Concept Runoff Mitigation Scope (FBE, 9/27/19) into its two phases for implementation. Phase 1 conceptual includes drywell, paved ditch, and stone lined channel. Phase 2 conceptual includes weirs, sediment basin, and infiltration system.

Task 13. If design/engineering assistance is determined to be necessary, follow NHDES-approved procurement procedures, issue a Request for Qualifications (RFQ) to select a contractor. If construction services are to be procured by GMCG, follow NHDES guidance to develop and issue a solicitation to select the construction contractor.

Task 14. Coordinate with NHDES staff to develop a SSPP for the pollutant load reduction modeling for Site #6. Submit the draft SSPP to NHDES for review. Finalize the SSPP based upon review comments. Submit the updated SSPP to NHDES for final review and approval.

Task 15. Determine if the Site #6, Phase 1 project BMPs qualify for NHDES Permit by Notification or formal application for review. Prepare and submit required permit application to NHDES. Prepare and submit the required permit applications to the Town.

Task 16. Develop a material and labor plan for the Site #6, Phase 1 BMP. Prepare all necessary paperwork, including volunteer tracking sheets and waiver forms.

Task 17. Purchase required materials and tentatively schedule the installation for Phase 1.

Task 18. Once all permits have been approved, install erosion control measures at site. Install stormwater mitigation BMPs for Site #6, Phase 1 BMP.

Task 19. Document the Site #6, Phase 1 BMP installation with Town and volunteer tracking sheets and photos.

Task 20. For Site 6, Phase 1, develop an Operation and Maintenance Plan for the BMPs installed. Provide the final plan to NHDES. Remove all erosion control measures after the project is complete and the areas are stabilized.

Task 21. Prepare and submit the Pollutants Controlled Report (PCR) for Site #6, Phase 1 BMPs based upon pollutant load reduction modeling.

Task 22. Determine if the Site #6, Phase 2 project BMPs qualify for NHDES Permit by Notification or formal application for review. Prepare and submit required permit application to NHDES. Prepare and submit the required permit applications to the Town.

Task 23. Develop a material and labor plan for the Site #6, Phase 2 BMP project. Prepare all necessary paperwork, including volunteer tracking sheets and waiver forms.

Task 24. Purchase required materials and tentatively schedule the installation for Phase 2.

Task 25. Once all permits have been approved, install erosion control measures at site. Install stormwater mitigation BMPs for Site #6, Phase 2.

Task 26. Document the Site #6, Phase 2 BMP installation with volunteer tracking sheets and photos.

Task 27. For Site #6, Phase 2, develop an Operation and Maintenance Plan for the BMPs installed. Provide the final plan to NHDES. Remove all erosion control measures after the project is complete and the areas are stabilized.

Task 28. Prepare and submit the Pollutants Controlled Report (PCR) for Site #6, Phase 2 BMPs based upon pollutant load reduction modeling.

**Objective 3:** Establish process to define and implement actions to enhance septic system adequacy, maintenance, and practices across the Danforth Pond community.

*Measures of Success:* Community engagement in septic system management and evidence of improved septic maintenance and replacement of septic systems as required.

**Deliverable 3:** Defined implementation process to enhance septic systems approved by NHDES.

Task 29. Solicit Friends of Danforth Ponds members to join the septic sub-committee through email, mail, and neighborhood canvassing. Hold bi-monthly meetings, set agenda, and adopt mission, vision, and goals.

Task 30. Create a Septic Survey with relevant questions that impact a homeowner's septic system. Develop a brochure to Danforth Ponds and include critical aspects for healthy septic system maintenance. Distribute both the survey and brochure.

Task 31. Host a "septic social" to educate the community on septic system maintenance and water quality. Distribute educational pamphlets and invite a member of the community to discuss personal experience with an individual septic system replacement.

Task 32. Conduct a live inspection of a septic system by a New Hampshire certified septic inspector for the public to attend.

Task 33. Explore and coordinate quantity discounts for pumping and inspection of septic systems for Danforth Pond homeowners. Announcements of all septic initiatives will be made through a newsletter, at the septic social and via direct mail.

Task 34. Create up to \$200 incentives for up to 15 waterfront homeowners who complete septic system pumping and/or maintenance.

Task 35. Create an incentive for up to \$5,000 for two waterfront homes to offset the cost of replacing a septic system found to be in failure by a licensed and certified NH septic inspector.

Task 36. Research and inform homeowners on additional grants and low interest loan opportunities available for septic system upgrades.

Task 37. Host a virtual informational session with an acknowledged septic system expert on current residential wastewater technology, different types of systems available; and New Hampshire subsurface waste disposal system regulation.

Task 38. Compile and analyze septic system survey results to include type of system, age, distance from water, number of bedrooms, state approval, and proper maintenance.

**Objective 4:** Develop outreach and education opportunities, including on-site small scale BMP demonstration projects to marshal greater community support and engagement in the adoption of recommendations contained in the Ossipee Lake Watershed Management Plan, Phase 1.

*Measures of Success:* The successful implementation of BMPs at multiple locations that demonstrate a positive impact on pond health.

**Deliverable 4:** Mitigation design and installation at each site. Photo documentation, O&M plans, and pollutants controlled reports (PCRs) for the BMPs installed.

- Task 39. Collaborate with selected homeowners on Danforth Road, Abenaki Drive, and Dale Drive to finalize scope of projects.
- Task 40. If Objective 4 BMPs are not covered in the Objective 1 or 2 SSPP, coordinate with NHDES staff to develop a SSPP for the pollutant load reduction modeling for Site #6. Submit the draft SSPP to NHDES for review. Finalize the SSPP based upon review comments. Submit the updated SSPP to NHDES for final review and approval.
- Task 41. Determine if the BMPs qualify for NHDES Permit by Notification or formal application for review. Prepare and submit required permit application to NHDES. Prepare and submit the required permit applications to the Town.
- Task 42. Develop a material and labor plan for the BMPs to be installed. Prepare all necessary paperwork, including Town of Freedom and volunteer tracking sheets and waiver forms.
- Task 43. Purchase required materials and tentatively schedule the installation.
- Task 44. Once all permits have been approved, install erosion control measures at site, then install the BMP projects at selected properties.
- Task 45. Document the BMP installation with Town and volunteer tracking sheets and photos. Before and after pictures for installed BMPs are taken for education and outreach material.
- Task 46. Develop an O&M Plan for the BMPs installed. Provide the final plan to NHDES. Remove all erosion control measures after the project is complete and the areas are stabilized.
- Task 47. Prepare and submit the Pollutants Controlled Report (PCR) based upon pollutant load reduction modeling.
- Task 48. Develop, publish, and distribute educational materials on runoff mitigation and BMPs implemented.
- Task 49. Design and prepare an educational sign to place at the Ossipee Lake Road BMP site. Send to the Town for permitting and approval.
- Task 50. Host outreach events in coordination with property owners (as needed) for the public to view the completed BMPs.

**Objective 5:** Review local zoning laws and ordinances, and planning policies. Develop action plans to advocate for policy changes to both alter current laws and land use practices to mitigate the impacts of future development in currently less developed areas of the watershed.  
**Measures of Success:** Provide feedback and recommendations to the Freedom Planning Board and Freedom Conservation Commission.

**Deliverable 5:** List of recommendations for Freedom to mitigate impacts of future development.

- Task 51. Review Freedom Zoning Ordinances and Master Plan. Conduct an internal meeting to discuss and generate recommendations for the Freedom Planning Board and Conservation Commission.
- Task 52. Present findings to the Planning Board and Conservation Commission. Collaborate with both the board and Commission to propose Zoning changes. Attend public hearings and Town Meetings relevant to the changes.

**Objective 6:** 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 6:** Financial documentation, semi-annual progress reports, and final report are submitted to NHDES.

**Task 53.** Conduct project management including submittal of financial documents such as payment requests and match and procurement documentation and procurement; communicate with NHDES and other project partners as needed; conduct other activities required for grant management.

**Task 54.** 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 55.** Submit a comprehensive final report to NHDES on or before the project completion date. The final report shall include documentation for procurement of construction services, photo-documentation of constructed project components, proof that the project was constructed according to permits and conditions (photos, as-built plans, and other documentation required by the permit and grant agreement) additionally, the final report will comply with NHDES and U.S. EPA requirements found in the final report guidance document, including ADA compliance on the NHDES Watershed Assistance Section webpage.

### **Additional Requirements of the Agreement**

#### **Quality Assurance**

All project activities which are to be guided by a quality assurance (QA) document such as a Quality Assurance Project Plan (QAPP) or Site Specific Project Plan (SSPP) must not begin prior to NHDES/U.S. EPA approval of that QA document. In the event that sampling, modeling, or other such activities precede QA document approval, the data will not be considered valid, and the grantee will forfeit the ability to receive payment for those activities.

#### **Outreach Materials**

All materials produced for public distribution 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 Watershed Assistance Grant from the NH Department of Environmental Services with Clean Water Act Section 319 funds from the U.S. Environmental Protection Agency". All final work products must meet the applicable Americans with Disabilities Act (ADA) Title II Regulations to the extent practicable and shall be 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.

### **Operations and Maintenance**

Management practices implemented as agreed upon in the scope of services of this grant agreement and with grant funds or matching funds under a Section 319 Watershed Assistance Grant, shall be properly operated and maintained for the intended purposes during the life span of the project. The life span of a project shall be determined by the Grantee, tailored to the types of practices expected to be funded in this project, and agreed upon by NHDES. The Grantee shall provide NHDES with an engineering estimate of the design life of the best management practice(s) (BMPs), or in the case of small-scale BMPs which do not have a design life estimation completed by an engineer, the design life of that practice shall be estimated to be ten years.

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, repairing damage, or replacement of the practice to its original condition if one or more components fail. The Grantee shall assure that any sub-award of Section 319 funds similarly include the same condition in the sub-award. Additionally, both U.S. EPA and NHDES reserve the right to periodically inspect a practice during the life span of the project to ensure that operation and maintenance are occurring. If it is determined that the participants are not operating and maintaining these practices in an appropriate manner, NHDES may request a refund for that practice supported by the grant.

**Exhibit C  
Method of Payment and Contract Price**

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

Upon completion and NHDES approval of Tasks	1-3	\$6,000
Upon completion and NHDES approval of Tasks	4-6	\$8,000
Upon completion and NHDES approval of Tasks	7-8	\$5,000
Upon completion and NHDES approval of Tasks	9-11	\$1,500
Upon completion and NHDES approval of Tasks	12&13	\$4,000
Upon completion and NHDES approval of Tasks	14-17	\$5,000
Upon completion and NHDES approval of Task	18	\$5,400
Upon completion and NHDES approval of Tasks	19-21	\$1,000
Upon completion and NHDES approval of Tasks	22-24	\$5,400
Upon completion and NHDES approval of Task	25	\$5,900
Upon completion and NHDES approval of Tasks	26-28	\$500
Upon completion and NHDES approval of Task	29	\$200
Upon completion and NHDES approval of Task	30	\$300
Upon completion and NHDES approval of Task	31	\$150
Upon completion and NHDES approval of Tasks	32&33	\$100
Upon completion and NHDES approval of Task	34	\$2,900
Upon completion and NHDES approval of Task	35	\$10,000
Upon completion and NHDES approval of Tasks	36-38	\$100
Upon completion and NHDES approval of Tasks	39&40	\$5,000
Upon completion and NHDES approval of Tasks	41-43	\$1,000
Upon completion and NHDES approval of Task	44	\$12,000
Upon completion and NHDES approval of Tasks	45-48	\$2,500
Upon completion and NHDES approval of Task	49	\$3,000
Upon completion and NHDES approval of Task	50	\$1,500
Upon completion and NHDES approval of Task	51	\$1,800
Upon completion and NHDES approval of Task	52	\$3,000
Upon completion and NHDES approval of Task	53	\$3,000
Upon completion and NHDES approval of Task	54	\$1,000
Upon completion and NHDES approval of Tasks	55&56	\$4,750
<b>Total</b>		<b>\$100,000</b>

Funding is provided through a Watershed Assistance Grant from the NH Department of Environmental Services with Clean Water Act Section 319 funds from the U.S. Environmental Protection Agency.



**CERTIFICATE OF AUTHORITY**

I, Knute Ogren, Chair of the Board of Green Mountain Conservation Group, do hereby certify that:

(1) I am the duly elected Chair;

(2) at the Green Mountain Conservation Group Executive Committee meeting held on July 20, 2023, the Green Mountain Conservation Group voted to accept NHDES funds and to enter into a contract with the Department of Environmental Services;

(3) the Green Mountain Conservation Group further authorized Executive Director Matthew Howe 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:

Matthew Howe

IN WITNESS WHEREOF, I have hereunto set my hand as the Office of certifying officer of the Organization, this 20<sup>th</sup> day of July, 2023

\_\_\_\_\_  
Knute Ogren, Chair

**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 THE GREEN MOUNTAIN CONSERVATION GROUP is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 09, 1998. 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: 285491

Certificate Number: 0006283027



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed

the Seal of the State of New Hampshire,

this 20th day of July A.D. 2023.

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

David M. Scanlan

Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

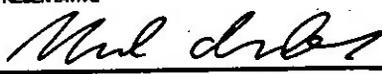
<b>PRODUCER</b> Infinger Insurance - Conway 1205 Eastman Rd PO Box 300 North Conway NH 03860	<b>CONTACT NAME:</b> Tonya Fox, CIC, ACSR <b>PHONE (A/C, No, Ext):</b> (603) 447-5123 <b>FAX (A/C, No):</b> (603) 447-5126 <b>E-MAIL ADDRESS:</b> tonya@infingerinsurance.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Ohio Security Insurance Co</td> <td></td> </tr> <tr> <td>INSURER B: Ohio Casualty Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ohio Security Insurance Co		INSURER B: Ohio Casualty Insurance Company		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Ohio Security Insurance Co														
INSURER B: Ohio Casualty Insurance Company														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> Green Mountain Conservation Group PO Box 95 Effingham NH 03882														

**COVERAGES**      **CERTIFICATE NUMBER:** CL2381781499      **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	ADDITIONAL SUBROGATION (NSD) / WAIVED (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		BKS(24)56770149	09/01/2023	09/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$ . COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		BAS(24)56770149	09/01/2023	09/01/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		USO(24)56770149	09/01/2023	09/01/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	XWS(24)56770149	09/01/2023	09/01/2024	PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 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)  
 Environmental Consultants

<b>CERTIFICATE HOLDER</b>  New Hampshire Department of Environmental Services 29 Hazen Drive  Concord NH 03301	<b>CANCELLATION</b>  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 
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**Attachment A  
Budget Estimate**

<b>Budget Item</b>	<b>s319 Grant Funding</b>	<b>Non-Federal Matching Funds</b>	<b>Totals</b>
Salaries and Wages	\$33,140	\$17,580	\$50,720
Travel and Training	\$785	\$260	\$1,045
Contractual	\$15,000	\$5,170	\$20,170
Equipment and Supplies	\$1,375	\$500	\$1,875
Construction	\$44,700	\$43,190	\$87,890
Indirect Costs	\$5,000	\$0	\$5,000
<b>Total Project Cost</b>	<b>\$100,000</b>	<b>\$66,700</b>	<b>\$166,700</b>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/07/2025

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).

<b>PRODUCER</b> Infinger Insurance - Conway 1205 Eastman Road PO Box 300 North Conway NH 03860	<b>CONTACT NAME:</b> Meaghan Walker <b>PHONE (A/C, No, Ext):</b> (603) 447-5123 <b>FAX (A/C, No):</b> (603) 447-5128 <b>E-MAIL ADDRESS:</b> mwalker@infingerinsurance.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Ohio Security Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td>Ohio Casualty Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td>Philadelphia Indemnity Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Ohio Security Insurance Company		INSURER B:	Ohio Casualty Insurance Company		INSURER C:	Philadelphia Indemnity Insurance Company	18058	INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
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INSURER F:																					
<b>INSURED</b> Green Mountain Conservation Group PO Box 95 Effingham NH 03882																					

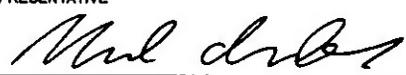
**COVERAGES**      **CERTIFICATE NUMBER:** CL251883247      **REVISION NUMBER:**

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:		BKS(25)56770149	09/01/2024	09/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		BAS(25)56770149	09/01/2024	09/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		USO(25)56770149	09/01/2024	09/01/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N    N/A	XWS(25)56770149	09/01/2024	09/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Directors & Officers Liability		PHSD1820853-014	10/04/2024	10/04/2025	D&O Per Occurrence \$1,000,000 D&O Aggregate \$2,000,000

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

Operations: Environmental Consultants

<b>CERTIFICATE HOLDER</b> NHDES Watershed Management Bureau 27 Hazen Drive Concord NH 03302-0095	<b>CANCELLATION</b> 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 
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**Attachment B:**

**2023 Watershed Assistance and Restoration Grant Ranking**

Organization	Project Name	Reviewer					AVG	RANK by avg
		A	B	C	D	E		
Town of Durham	Restoration of the Oyster River Herring Run through Removal of the Mill Pond Head-of-Tide Dam and Installation of Fish Passage on the Oyster Reservoir Dam, Durham NH	84	78	83.5	88	80	82.7	1
University of New Hampshire	Great Bay Waterbody/Watershed Nitrogen Non-Point Source Study Implementation: Phase 4 – Dover Retrofits to Reduce Nitrogen	79	85	81	82	85	82.4	2
Nippo Lake Association	Nippo Lake Association Watershed Management Plan: Implementation of Land Conservation/Protection of Road, Residential and In-lake BMPs	77	85	78	85	86	82.2	3
Lake Sunapee Protective Association	Lake Sunapee Watershed Plan Implementation Phase 3: Kidder Brook Bank Stabilization BMPs	79	90	79	76	85	81.8	4
Green Mountain Conservation Group	Danforth Ponds, Ossipee Lake Watershed Management Plan Phase 2: BMPs & Community Engagement	82	90	77	75	83	81.4	5
Partridge Lake Property Owners Association	Partridge Lake Watershed Restoration Plan Preparation for In-lake Phosphorous Treatment and North Shore Culverts BMP	78	82	82	80	83	81.0	6
Town of Wolfeboro	Rust Pond- North Inlet Subwatershed Implementation Phase 2 and Dredging Feasibility Study	70	81	74.5	85	90	80.1	7
Town of Wolfeboro	Lake Wentworth-Crescent Lake Watershed Management Plan, Phase 5: Stormwater BMPs	77	85.5	72	79	85	79.7	8
Tucker Pond Improvement Association	Tucker Pond Watershed-Based Management Plan Implementation Phase I: Quimby Road BMPs and Septic System Upgrades	73	80	76.5	80	78	77.5	9
Town of Alton	Mill Pond, Mill Pond supplement to the Merrymeeting River Watershed Management Plan Implementation, Phase 2: Route 140 (Alton) BMPs for drainage areas MPI, MPIO, and the parking lot included in MP12	73	65	80	80	88	77.2	10

Newfound Lake Region Association	Newfound Watershed Management Plan Implementation Phase 5: Streambank Restoration in Atwell Brook	79	75	76.5	76	74	76.1	11
Strafford Regional Planning Commission	Sunrise Lake Watershed Management Plan Implementation Phase I: Structural BMPs	73	74	79	75	77	75.6	12
Southwest Regional Planning Commission	Lake Warren Watershed BMP Implementation Phase II	58	82	69	67	85	72.2	13
Lake Kanasatka Watershed Association	Lake Kanasatka Watershed-Based Management Plan Implementation Phase I: Watershed and Shorefront BMPs	70	55	68	76	70	67.8	14
Squam Lakes Association	Squam Watershed Management Plan, Phase 1: Remediation and BMPs for Cotton Cove and Sandwich Town Beach.	70	66	71	47	74	65.6	15

**Review Team Members**

Name	Qualifications
Steve Landry	29 years experience, Watershed Assistance Section Supervisor, project management, Merrimack watershed and fluvial geomorphology expertise
Jeff Marcoux	18 years experience, Watershed Coordinator, project management, grant and contract expertise
Sally Soule	24 years experience, Coastal Watershed Coordinator, project management, Coastal watershed expertise
Andrea Bejtlich	4 years experience, Watershed Specialist, surface and drinking water sampling, grant management expertise.
Katie Zink	11 years experience, Watershed Assistance Specialist, surface and drinking water sampling, microbial expertise