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

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June 26, 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 enter into an agreement with the White Oak Pond Watershed Association, Incorporated, Holderness, NH, (VC# 544225-B001) in the amount of $87,000 to complete the White Oak Pond watershed management plan project, effective upon Governor and Council approval through December 31, 2027. 100% Federal Funds.

Funding is available in the account as follows:

	FY 2026
03-44-44-442010-2020-072-500574 Dept. Environmental Services, Section 604(b) Planning, Grants – Federal	$87,000

EXPLANATION

NHDES requests approval to enter into a grant agreement for $87,000 with the White Oak Pond Watershed Association (WOPWA) to complete the White Oak Pond Watershed-Based Management Plan 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 July 2024, 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 seven 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 three highest ranked

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

White Oak Pond is a 294-acre pond within the Squam Lake watershed. The pond, located in Holderness, NH, offers many public recreational opportunities to the surrounding communities, including a swimming beach and public access for canoes, kayaks, and motorboats (limited to 7.5hp). White Oak Pond is on the 303(d) List as impaired for the aquatic life integrity designated use, for pH and dissolved oxygen saturation. White Oak Pond has experienced eight documented cyanobacteria blooms in the past decade, causing cyanobacteria watches and warnings to be issued, lasting from five days to 32 days.

This project will work with community stakeholders such as the Town of Holderness, Squam Lakes Association (SLA), Squam Lakes Conservation Society, Betsy's Park, and an environmental consultant to develop a watershed-based management plan (WBMP) for White Oak Pond. The purpose of this project is to work to identify and quantify the pollutant sources to the lake that are causing these impairments and cyanobacteria blooms, in aims of mitigating the negative impacts on the greater community (including downstream Squam Lake). The plan will identify and assess the extent of water quality issues, to identify the most cost effective and impactful best management practices (BMPs) to address these issues. The plan will provide a defined action plan and timeline that includes all partners to work collaboratively to reach the established water quality goal.

If 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 White Oak Pond Watershed Association, Inc.		**1.4. Grantee Address** 280 E. Holderness Road Holderness, NH 03245	
1.5 Grantee Phone # (781)718-6746	**1.6. Account Number** 03-44-442010-2020-072	**1.7. Completion Date** December 31, 2027	**1.8. Grant Limitation** $87,000
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 Nancy Isikoff		**1.12. Name & Title of Grantee Signor 1** Nancy Isikoff, President	
Grantee Signature 2		**Name & Title of Grantee Signor 2**	
Grantee Signature 3		**Name & Title of Grantee Signor 3**	
1.13 State Agency Signature(s)		**1.14. Name & Title of State Agency Signor(s)** Robert R. Scott, Commissioner, NHDES	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) **By:** **Assistant Attorney General, On:** 7/7/2025			
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").

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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

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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.

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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 F8E7MM71KAH3.

Worker's Compensation Insurance. Subparagraph 17.1.1. is hereby amended to read as follows: "17.1.1 statutory workers' compensation and employees liability insurance, to the extent the Grantee is subject to the requirements of NH RSA Chapter 281-A."

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Exhibit B
Scope of Services

The White Oak Pond Watershed Association, Inc. (WOPWA) will perform the following tasks as described in the proposal titled White Oak Pond Watershed-Based Management Plan:

Objective 1: Form a Steering Committee. Conduct a water quality data analysis and determine the assimilative capacity for each water quality parameter associated with designated use attainment within White Oak Pond and include recommendations for additional monitoring.
Measure of Success: Four project meetings are held over the course of the project. Total assimilative capacity, reserve assimilative capacity, and remaining assimilative capacity for phosphorus are calculated. Recommendations for additional monitoring are made.

Deliverable 1: Calculation of the current in-pond water quality criteria for phosphorus and remaining assimilative capacity in a memo with additional monitoring recommendations are provided to NHDES.

Task 1. Identify members of the White Oak Pond Steering Committee. Organize and attend four project meetings with steering committee to discuss project progress, review deliverables, and coordinate next steps in the project.
Task 2. Gather existing pond and tributary data for White Oak Pond from WOPWA and the NHDES Volunteer Lake Assessment Program (VLAP).
Task 3. Using the data provided from Task 1, review the historic and current median Total Phosphorus (TP), Dissolved Oxygen (DO), and Chlorophyll-a (Chl-a) levels for White Oak Pond as determined by the consultant.
Task 4. Review the assimilative capacity for White Oak Pond as determined by the consultant.
Task 5. Create a memo detailing the water quality analysis and additional monitoring recommendations.
Task 6. Conduct additional water quality monitoring following the NHDES approved Site Specific Project Plan.

Objective 2: Identify current and future pollutant sources within the White Oak Pond watershed.
Measures of Success: Pollutant sources are identified with sufficient detail to prioritize strategies and actions for protection and restoration of White Oak Pond's water quality.

Deliverable 2: The septic system database, survey memos, best management practices (BMP) matrix, and model outputs are provided to NHDES.

Task 7. Review online property records for each parcel within 300 feet of the shoreline to determine whether a septic system permit is on file, what year the system was installed, the size of the system, and seasonal usage. WOPWA will search hardcopy records at the Town of Holderness.
Task 8. Complete a septic system survey through mail-ins, door-to-door, and/or online.

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Task 9. Perform GIS analysis of land use, sub-drainages, and other pollutant sources to inform modeling of pollutant loading. Develop watershed and shoreline maps to assist with field surveys. Provide public notice of survey dates.
Task 10. Gather volunteers as needed to assist the consultants with the watershed survey along all participating roads and properties (including agricultural properties as applicable).
Task 11. Create a draft of the watershed survey memo with BMP pollutant load reduction calculations developed by the consultant. Provide the draft to the Steering Committee for review. Incorporate edits. Submit the final watershed survey results memo to NHDES. Gather additional information from the committee to help prioritization of BMPs in a BMP matrix table.
Task 12. Conduct the shoreline survey and record results.
Task 13. Draft the shoreline survey memo with BMP pollutant load reduction calculations prepared by the consultant. Provide the draft to the Steering Committee for review. Incorporate edits. Submit final memo to NHDES.
Task 14. Conduct a buildout analysis for the watershed. WOPWA and the Town will review the watershed build-out analysis as prepared by the consultant. This analysis will provide information sufficient to be used with watershed modeling scenarios.
Task 15. Review and provide feedback on results from the watershed loading model for the estimated total phosphorus load to the pond and in-pond TP concentration, chlorophyll-a, Secchi disk transparency, and algal bloom probability. Using the results from the current load model, the consultant will run model scenarios for natural and future build-out of the watershed, which will be reviewed by WOPWA, NHDES, and the Steering Committee.

Objective 3: Establish the water quality goal and estimate pollutant reductions necessary for White Oak Pond.
Measures of Success: The water quality goal is approved by the Steering Committee and NHDES; pollutant reductions required are realistic and achievable to meet the goal.

Deliverable 3: Draft and final water quality goal with model outputs and justification memo to NHDES that summarizes determination process for water quality goal and estimates the pollutant load reductions needed to achieve the goal.

Task 16. Discuss the draft water quality goal with the Steering Committee to develop a process to establish the water quality goal for White Oak Pond.
Task 17. Review and provide edits on determined water quality goal. Share final goal and processes with NHDES and Steering Committee.
Task 18. Review TP reductions as developed by the consultant needed to achieve the in-pond phosphorus goal, or associated water quality goals, for current and predicted watershed build-out conditions.

Objective 4: Incorporate the EPA key elements (a-i) into the Watershed-Based Management Plan (WBMP).
Measures of Success: A final WBMP for White Oak Pond with EPA key elements (a-i) is published.

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Deliverable 4: The draft and final WBMP and presentation slides are provided to NHDES.

Task 19. Complete a review of relevant land use, zoning, and natural resource protection ordinances that affect White Oak Pond. Review and provide feedback on recommendations as provided by consultant for recommended new ordinances.
Task 20. WOPWA will review and provide feedback on the action plan as prepared by the consultant. Each action item will be assigned with estimated costs to implement, possible sources of funding, schedule dates, responsible parties, and potential nutrient load reductions for structural BMPs.
Task 21. Present the draft action plan to the community during a virtual public forum and incorporate feedback into the action plan for the draft WBMP.
Task 22. Review and provide feedback on milestones to assess whether implementation of the WBMP is realistic and achievable as prepared by the consultant.
Task 23. Review and provide feedback on the draft White Oak Pond WBMP and maps as prepared by the consultant. Share the draft WBMP with the Steering Committee and NHDES and collect feedback. Provide feedback to the consultant to incorporate into the final WBMP.
Task 24. Present the final WBMP to the public and solicit any final feedback for the final WBMP.
Task 25. Finalize the WBMP and share the final WBMP with the committee and NHDES.
Task 26. WOPWA and Squam Lakes Association (SLA) will publish the final White Oak Pond Watershed-Based Management Plan on the WOPWA and SLA websites and share with project partners to share on their websites.

Objective 5: 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 5: Financial documentation, semi-annual progress reports, and final report are submitted to NHDES.

Task 27. Conduct project management including submittal of financial documents such as payment requests, match, and procurement documentation; communicate with NHDES and other project partners as needed; conduct other activities required for grant management.
Task 28. 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 29. Submit a comprehensive final report to NHDES on or before the project completion date. The final report shall comply with NHDES and USEPA requirements found in the final report guidance document, including ADA compliance on the NHDES Watershed Assistance Section webpage.

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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.

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Exhibit C
Method of Payment and Contract Price

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

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. Reimbursement requests for program costs shall be made by the Grantee using a payment request form as supplied by the State, which shall be completed and signed by the Grantee. The payment request form shall be accompanied by proper supporting documentation in the amount of each requested disbursement and required matching funds. Documentation of reimbursable and matching costs may include invoices for supplies, equipment, services, contractual services, and a report of personnel, travel, and indirect costs. For projects that demonstrate progress solely through the submission of interim progress reports, payments shall be made upon receipt, review and approval of the interim progress report and accompanying payment request form. Payments shall be made to the Grantee no more frequently than monthly.

The total reimbursement shall not exceed the grant award of $87,000.

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Date 5/8/25

CERTIFICATE OF AUTHORITY

I, Walter Johnson, Treasurer of the White Oak Pond Watershed Association do hereby certify that:
(1) I am the duly elected Treasurer;
(2) at the meeting held on May 7, 2025, the White Oak Pond Watershed Association voted to accept NHDES funds and to enter into a contract with the Department of Environmental Services;
(3) the White Oak Pond Watershed Association further authorized the President 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 R. Isikoff

IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer of the White Oak Pond Watershed Association, this 7th day of May, 2025.

Walter Johnson

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 WHITE OAK POND WATERSHED ASSOCIATION, INCORPORATED is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 14, 1973. 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: **63781**

Certificate Number: **0007174832**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5th day of May A.D. 2025.

David M. Scanlan

Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/06/2025

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).

PRODUCER		
E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Sidney Stevens PHONE (A/C, No, Ext): (603) 293-2791 FAX (A/C, No): (603) 293-7188 E-MAIL ADDRESS: sidney@esinsurance.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Insurance Company	
INSURED THE WHITE OAK POND WATERSHED ASSOCIATION, 280 E Holderness Rd Holderness NH 03245	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 25 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC OTHER:			PHPK2710815-000	04/11/2025	04/11/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							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
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

New Hampshire Department of Environmental Services
29 Hazen Drive
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Fairley Kennedy

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May 8, 2025

To: New Hampshire Department of Environmental Services (NHDES) Project Manager

I, Nancy Isikoff, President of the White Oak Pond Watershed Association, am hereby stating that the White Oak Pond Watershed Association does not have any paid employees and thus shall be exempt from the Worker's Compensation and Liability Insurance requirements under Subparagraph 17.1.1 for the Grant Agreement between White Oak Pond Watershed Association and NHDES.

Thank you,

Nancy Isikoff, President

White Oak Pond Watershed Association

Attachment A
Budget Estimate

Budget Item	Grant Funding
Salaries & Wages	$0
Contractual	$87,000
Travel and Training	$0
Printing/ Supplies	$0
Other: Insurance	$0
Total Grant Amounts	**$87,000**

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

Organization	Project Name	Reviewer 'A'	Reviewer 'B'	Reviewer 'C'	Reviewer 'D'	Reviewer 'E'	Reviewer 'F'	Reviewer 'G'	Total Score	Avg. Score	Rank (by avg.)
Monomonac Lake Property Owners Association	Monomonac Lake Watershed Management Plan	94	96	90	90	85	94	93	642	92	1
Southern New Hampshire Planning Commission	Piscataquog River Management Plan Update	83	95	92	83	88	81	94	616	88	2
White Oak Pond Watershed Association	White Oak Pond Watershed Management Plan (WMP)	85	90	89	86	84	92	88	614	88	3
Nashua Regional Planning Commission	Watershed Plan for Robinson Pond, Hudson, NH	85	85	85	81	77	89	93	594	85	4
Town of Nottingham	Pawtuckaway Watershed-Based Plan (WBP) Update	83	82	91	82	70	80	91	579	83	5
Connecticut River Joint Commissions	Update the Connecticut River Water Resources Management Plan	84	86	81	83	73	87	81	575	82	6
Bearcamp Pond Association	Preparing a Watershed Plan For Bearcamp Pond (Sandwich, NH)	80	74	78	84	76	82	85	559	80	7

Review Team Members

Name	Qualifications
Andrea Bejtlich	Watershed Specialist. 6 years experience, surface and drinking water sampling, and grant management expertise.
Stephen Landry	Watershed Assistance Section Supervisor. 32 years experience, project management, and watershed management expertise.
Jeffery Marcoux	Watershed Supervisor. 21 years experience, project manager, grant and contract expertise.
Nisa Marks	Watershed Coordinator. 14 years experience including work on grants and ecological restoration. Role includes work with volunteers on both rivers and lakes.
Tracie Sales	Rivers and Lakes Programs Administrator, 12 years experience assisting volunteers with management plan implementation, 8 years experience writing grant applications and conducting water quality programs under funded grants.
Sally Soule	Coastal Watershed Supervisor. 26 years experience, grant management, project management, and watershed management expertise.
Katherine Zink	Watershed Assistance Specialist. 14 years experience, surface and drinking water sampling, and microbial expertise.