



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

October 20, 2025

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 DEC 03 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 # 1098115) with the Town of Wolfeboro, NH (VC #177500-B001), for implementation of phase 2 of the *Rust Pond - North Inlet Subwatershed Implementation and Dredging Feasibility Study* project by amending the scope of services and extending the completion date to November 30, 2026 from December 31, 2025 effective upon Governor and Council approval. The original agreement was approved by the Governor and Council on February 21, 2024, Item #98. This is a no cost time extension. 100% Federal Funds.

EXPLANATION

NHDES requests approval of a no-cost time extension amendment due to changes to the project scope because of a dredging feasibility study. A review of the study indicated that dredging is not advisable, and additional resources will be needed to address sediment inputs to the stream and pond. Additional time would allow the grantee to shift their focus and begin addressing those sediment inputs.

Since the inception of the project, several 100-year storms have impacted the Rust Pond watershed. The importance of managing stormwater at sites with the largest impact on water quality has become apparent. Under the Scope of Services, Objective 1, tasks 1 through 5 have been amended to engage engineering services to identify the sites where the implementation of stormwater control measures will have the greatest impact to reduce stormwater runoff to Rust Pond.

To date, \$16,540 has been spent of the original \$29,000 grant award.

If 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 the Town of Wolfeboro
Amendment No. 1

This Agreement (hereinafter called the "Amendment") dated this 8th day of September 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 Town of Wolfeboro. (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council on February 21, 2024, item 98, 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 Paragraph 1.7 of the Agreement shall be changed from December 31, 2025 to November 30, 2026.
 - B. Exhibit A (Scope of Services) shall be amended as follows:
 - a. Objective 1 and the associated Measures of Success and Deliverables set forth in the Scope of Services shall be amended.
 - b. Tasks 1, 2, 3, 4, and 5 set forth in the Scope of Services shall be amended.
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.

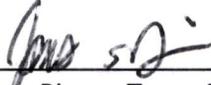
Grantee Initials

Date


9/8/2025

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

Town of Wolfeboro

By 
James Pineo, Town Manager

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By 
Robert R. Scott, Commissioner

Approved by Attorney General this 21th day of October, 2025

OFFICE OF ATTORNEY GENERAL

By , Melissa Fyles
Assistant Attorney
General

Grantee Initials 
Date 9/8/2022

Changes to the existing Grant Agreement's Exhibit A: Scope of Services; all other tasks contained in the Agreement remain unchanged:

(Amended Objective)

Objective 1: ~~Complete the construction of best management practices (BMPs) to reduce sediment loading to Rust Pond, including sediment traps at three locations in Areas 2 and 3, drainage channel improvements in Areas 1 and 2, and beaver dam flow through pipes in Areas 7 and 8. Identify and prioritize the North Inlet sites with highest sediment and phosphorus loading. Results to be suitable for development into site plans for construction of practices to remediate sediment and phosphorus contributions to Rust Pond.~~

(Amended Measure of Success)

~~Measure of Success: Design and construction of BMPs to reduce sediment loading are complete. Identification of sites that would reduce sediment and phosphorus loading to Rust Pond.~~

(Amended Deliverable)

Deliverable 1: ~~Documentation of constructed BMPs and necessary wetland permit(s) are on file with NHDES. Summary report of potential practice implementation site identifications and compiled site information is submitted to NHDES.~~

(Amended Task)

~~Task 1. Complete a competitive qualifications-based selection process to select the most qualified design/engineering consultant to complete BMP site identifications and pollutant loading estimates and assist in the permitting process.~~

(Amended Task)

~~Task 2. Coordinate with the selected consultant to review the Rust Pond North Inlet Watershed Plan's subwatershed delineations to determine geographic extent of eligibility for Watershed Assistance Grant funding. Complete final designs, specifications, and operation and maintenance (O&M) plans for proposed BMPs, including drainage channel improvements, sediment traps, and beaver dam flow through pipes.~~

(Amended Task)

~~Task 3. Coordinate with the selected consultant, property owners, and other stakeholders to obtain local knowledge about site conditions throughout the sub-watershed. Prepare all documentation required for the necessary wetland permit(s) application and submit to NHDES.~~

Grantee Initials 
Date 9/8/2023

(Amended Task)

Task 4. *Coordinate with the selected consultant to use field investigation and/or other methods as needed to determine eligible and problematic locations to be addressed; perform planning level pollutant loading estimation and basic cost estimation suitable for determining comparative cost to benefit for potential sites. ~~Complete the construction of BMPs, including sediment traps at three locations in Areas 2 and 3, drainage channel improvements in Areas 1 and 2, and beaver dam flow-through pipes in Areas 7 and 8, as outlined in the 2021 Rust Pond North Inlet Hydrology Evaluation.~~*

(Amended Task)

Task 5. *Review potential sites' pollutant load, property owner willingness, cost and/or other factors to determine the sites' priority ranking and potential for implementation; prepare summary report of findings that will guide BMP implementation at the selected project sites. ~~Prepare a site-specific project plan (SSPP) for the modeling of pollutant load reductions attributable to the installed BMPs. Submit the SSPP to NHDES for review and approval. Model load reductions and prepare a pollutants controlled report (PCR) for NHDES.~~*

Grantee Initials TP
Date 9/8/2021



Town of
Wolfeboro

TOWN CLERK
Patricia M. Waterman

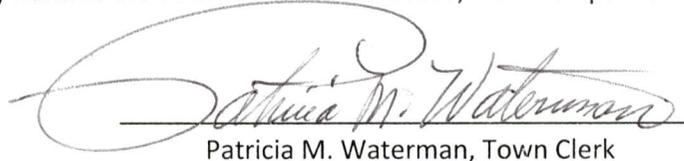
CERTIFICATE OF AUTHORITY

I, Patricia M. Waterman, Town Clerk of the Town of Wolfeboro, New Hampshire, do hereby certify that:

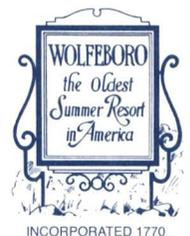
- (1) at the Town Meeting held on December 6, 2023, the Town voted to authorize the Town to apply for, accept and expend money from state, federal, or other governmental unit or a private source which becomes available during the year in accordance with the procedures set forth in New Hampshire law.
- (2) at the regular meeting on December 6, 2023, the Board of Selectmen voted to accept federal Clean Water Act funds and enter into a contract with the New Hampshire Department of Environmental Services. The Board of Selectmen further authorized the Town Manager to execute any documents which may be necessary to effectuate this contract.
- (3) the Town of Wolfeboro warrants that this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remain in full force and effect as of the date hereof. This authority **shall remain valid for thirty (30) days** from the date of this certificate; and
- (4) the following person has been appointed to and now occupies the office indicated under item (2) above:

James S. Pineo

IN WITNESS WHEREOF, I have hereunto set my hand as the Town Clerk of Wolfeboro, New Hampshire this 4th day of September 2025.


Patricia M. Waterman, Town Clerk

84 South Main Street Post Office Box 1207 Wolfeboro, New Hampshire 03894
(603) 569-5328 townclerk@wolfeboronh.us





CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<i>Participating Member:</i> Town of Wolfeboro 84 South Main Street PO Box 629 Wolfeboro, NH 03894		<i>Member Number:</i> 331	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716	
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2025	1/1/2026	Each Occurrence	\$ 2,000,000
			General Aggregate	\$ 10,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	1/1/2025	1/1/2026	Combined Single Limit (Each Accident)	\$ 2,000,000
			Aggregate	\$ 10,000,000
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease – Each Employee	\$2,000,000
			Disease – Policy Limit	
<input checked="" type="checkbox"/> Property (Special Risk includes Fire and Theft)	1/1/2025	1/1/2026	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible \$1000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
State of NH DES 29 Hazen Drive PO Box 95 Concord, NH 03302-0095			By: <i>Mary Beth Purcell</i>
			Date: 8/1/2025 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax