



The State of New Hampshire
Department of Environmental Services



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Robert R. Scott, Commissioner

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January 6, 2026

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 Big Pea Porridge Watershed Preservation Association, Madison, NH (VC # 434961-B001) in the amount of \$55,000 to complete phase one of the *Big Pea Porridge Pond Watershed Management Plan Implementation* project, effective upon Governor and Council approval through December 31, 2028. 100% Federal Funds.

Funding is available in the following account:

	<u>FY 2026</u>
03-44-44-442010-2035-072-500575	\$55,000
Dept. Environmental Services, NPS Restoration Program, Grants-Federal	

EXPLANATION

NHDES requests approval to enter into a grant agreement for \$55,000 with the Big Pea Porridge Watershed Preservation Association to complete the *Big Pea Porridge Pond Watershed Management Plan Implementation Phase One* project.

The Banfield Brook watershed spans the Towns of Conway and Madison, New Hampshire, and drains to Big Pea Porridge Pond in Madison. Most roads in the Banfield Brook watershed are owned by the Rockhouse Mountain Property Owners Association. Those roads are unpaved and steep, resulting in sediment runoff from roads and driveways entering Banfield Brook during storm events.

This project will strengthen the partnership with the Rockhouse Mountain Property Owners Association and the Village District of Eidelweiss to design and install erosion and sediment control measures at two high-priority sites identified in the Banfield Brook Watershed-based Management Plan. The project will also include education and outreach to watershed residents and development of a road maintenance manual to promote best management practices and reduce sediment runoff to Big Pea Porridge Pond.

NHDES issued a Request for Proposals (RFP) for the 2025 Watershed Assistance Grants program in July 2024. The eleven 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; the project's

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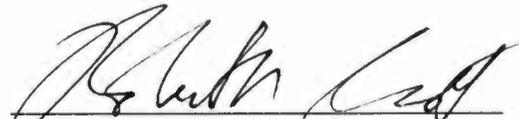
incorporation of changing environmental risks, such as more frequent and greater intensity storm events; and, general quality and thoroughness of the proposal. Based on the results of the selection process and available federal grant funding levels, six implementation projects were selected to receive 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 Grants address NPS pollution by promoting responsible land use practices on the watershed scale.

The project costs are budgeted at \$91,685. NHDES will provide \$55,000 (60%) of the project costs through a federal grant, and the Big Pea Porridge Watershed Preservation Association will provide the remaining costs through cash and in-kind services. A budget estimate is provided in Attachment A.

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, substance, and execution.

We respectfully request your approval of this item.

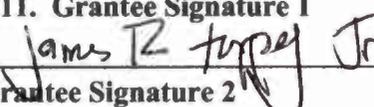
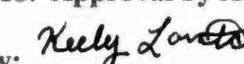


Robert R. Scott, Commissioner

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 Big Pea Porridge Watershed Preservation Association		1.4. Grantee Address 89 First Meadow Road, Madison, NH 03849	
1.5. Grantee Phone # (603) 387-6646	1.6. Account Number 03-44-442010-2035-072	1.7. Completion Date 12/31/2028	1.8. Grant Limitation \$55,000
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 		1.12. Name & Title of Grantee Signor 1 James R. Torpey Jr. VP- BPDWPA	
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:  Keely Lovato, AAG		Assistant Attorney General, On: 1 / 9 / 2026	
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").

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 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,
- 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. 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.
- 12.2. 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 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.
- 12.3. 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.
- 12.4. 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

- 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

Subparagraph 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.

Federal Funds paid under this agreement are from a Grant Agreement to the State from the US Environmental Protection Agency, 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 KB0058422.

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 Big Pea Porridge Watershed Preservation Association (BPPWPA) will perform the following tasks as described in the proposal titled *Big Pea Porridge Pond Watershed Management Plan Implementation Phase One*:

Objective 1: A Site Specific Project Plan (SSPP) for project activities is developed.
Measure of Success: SSPP is developed by the BPPWPA and approved by NHDES.

Deliverable 1: Final, approved, and signed SSPP is on file at NHDES.

Task 1. Enter a contract with a selected engineering firm to assist with completion of an SSPP and to conduct professional services including design and construction oversight.
Task 2. Coordinate with project partners to develop an SSPP for stormwater management work. Submit draft SSPP to NHDES for review. Finalize the SSPP based upon review comments. Submit the updated SSPP to NHDES for final review and approval.

Objective 2: Erosion and stormwater control measures (SCMs) are installed at Site 46: Arlberg and Brenner Drives (project area).
Measures of Success: Better management of stormwater reduces erosion on Arlberg and Brenner Drives.

Deliverable 2: Designs, pollutants controlled report, construction photos, and Operation and Maintenance (O & M) agreements for Site 46 are on file at NHDES.

Task 3. Coordinate with project partners to perform right of way (ROW) reconnaissance at Site 46; locate and flag existing property boundary monumentation.
Task 4. Collaborate with selected engineer and partners to design erosion and sediment control measures for Site 46. Submit designs to NHDES.
Task 5. Coordinate with project partners to install erosion and sediment control measures for Site 46 according to designs.
Task 6. Coordinate with project partners to manage construction of SCMs and photo document construction activities.
Task 7. Calculate pollutant load reductions, develop O&M agreements for responsible parties; and submit pollutants controlled reports to NHDES.

Objective 3: SCMs are installed at Site 48: Brenner Drive from Modoc Road to Igls Lane Intersection (project area).
Measures of Success: Better management of stormwater reduces erosion from Modoc Road to Igls Lane.

Deliverable 3: Designs, pollutants controlled report, construction photos, and O & M

agreement for Site 48 are on file at NHDES.

Task 8. Coordinate with project partners to perform right of way (ROW) reconnaissance at Site 48; locate and flag existing property boundary monumentation.

Task 9. Collaborate with the engineer and partners to design erosion and sediment control measures for Site 48. Submit designs to NHDES.

Task 10. Coordinate with project partners to install erosion and sediment control measures at Site 48: Brenner Drive from Modoc Road to Igls Lane Intersection according to designs.

Task 11. Coordinate with project partners to manage construction of SCMs and photo document construction activities.

Task 12. Calculate pollutant load reductions following the SSPP, develop an O&M agreement for responsible parties, and submit pollutants controlled reports to NHDES.

Objective 4: Outreach and education for watershed residents are developed and conducted.

Measures of Success: A workshop is held, project results are published, and residents are educated on the ongoing efforts to improve water quality in the Banfield Brook Watershed.

Deliverable 4: Workshop details and final version of the article are published in local media outlets and are on file at NHDES.

Task 13. Conduct a workshop to bring residents up to date on the project results. Provide workshop details to NHDES.

Task 14. Develop and submit an article about the project to The Sun. Provide the published article to NHDES.

Objective 5: Conduct performance evaluation for installed SCMs to ensure they are operating as designed and to inform O & M practices.

Measures of Success: The operational efficiency of SCMs is evaluated.

Deliverable 5: Performance and operational evaluation reports are submitted to NHDES for installed SCMs.

Task 15. A performance evaluation program for installed SCMs and a schedule for inspection is established to ensure installed measures operate and function as designed.

Task 16. Implement the operational evaluation program to ensure that installed SCMs function as designed and submit reports to NHDES.

Objective 6: Road maintenance best practices are identified for roads in the Banfield Brook watershed, and policies are established to ensure maintenance is effective.

Measures of Success: Road maintenance practices in the project area of the Banfield Brook watershed are evaluated and conducted to minimize sedimentation runoff from roads in the project area of the watershed; check dams and rip rap barriers are evaluated and upgraded as needed to ensure effectiveness.

Deliverable 6: A description of best practices for road maintenance in the Banfield Brook watershed is submitted to NHDES.

Task 17. Coordinate with project partners to develop a manual for road maintenance in the watershed.

Task 18. Coordinate with project partners to encourage the use of stormwater and erosion control measures within the Rockhouse Mountain Road system and along watershed roads in the Towns of Conway and Madison to reduce sediment loading to Pea Porridge Ponds.

Objective 7: 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 7: Financial documentation, semi-annual progress reports, and final report are submitted to NHDES.

Task 19. 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 20. 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 21. 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 and 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 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/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 stormwater control measure(s) (SCMs) and best management practice(s) (BMPs), or in the case of small-scale SCMs/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 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.

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 \$55,000. The cumulative match value for the project shall meet or exceed the amount of grant funds received multiplied by 0.667 (e.g. \$55,000 grant X 0.667 = \$36,685 minimum match required) of non-federal cash and in-kind services.

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.

**Attachment A
Budget Estimate**

Budget Item	s319 Grant Funding	Non-Federal Matching Funds	Totals
Salaries & Wages	\$0	\$21,935	\$21,935
Travel and Training	\$0	\$0	\$0
Contractual	\$7,300	\$0	\$7,300
Equipment and Supplies	\$7,500	\$0	\$7,500
Construction	\$40,200	\$14,750	\$54,950
Total Project Cost	\$55,000	\$36,685	\$91,685

Attachment B

2025 Watershed Assistance Grant Ranking

Organization	Project Name	Reviewer A	Reviewer B	Reviewer C	Reviewer D	Reviewer E	AVG.	RANK by AVG.
Country Pond Lake Association	Country Pond Watershed Management Plan Implementation Phase 1: Direct Drainage Area – Newton Boat Ramp BMPs**	87	90	95	91	89	90.4	1
Halfmoon Lake Association	Halfmoon Lake Watershed Plan Implementation Phase 1: North Barnstead Road, Dalton Beach, and Rt 28 Boat Ramp BMPs	86	86	95	83	95	89	2
NH Coastal Program	Cochecho River Restoration / Gonic Dams Removal Project, Phase 2: Dam Removal and River Restoration	89	85	85	92	92	88.6	3
Wentworth Watershed Association	Lake Wentworth-Crescent Lake Watershed Management Plan Implementation Phase 5: Red Brook Circle stormwater mitigation plan**	89	89.5	90	87	87	88.5	4
Rockingham County Conservation District	Exeter River, South of Little John Drive, Phase I, bank stabilization	88	85	87	88	94	88.4	5
Lake Sunapee Protective Association	Lake Sunapee Watershed Plan Implementation Phase 4: Shoreline Stabilization BMPs at Georges Mills Beach and Along Little Lake Sunapee Shoreline **	84	91	86	86	93	88	6
Newfound Lake Region Association	Newfound Watershed Management Plan Implementation Phase 5: Streambank Restoration in Atwell Brook	87	84.5	85	92	87	87.1	7
Acton Wakefield Watersheds Alliance	Salmon Falls Headwater Lakes Watershed Management Plan (SFHLWMP), Province Lake Watershed Management Plan (PLWMP), and Pine River Pond Watershed Management Plan (PRPWMP) Private Road and Residential	86	85	85	81	86	84.6	8

Organization	Project Name	Reviewer A	Reviewer B	Reviewer C	Reviewer D	Reviewer E	AVG.	RANK by AVG.
	Stormwater BMPs, Septic Cost-Share, and Land Conservation**							
Town of Alton, NH	Mill Pond, Mill Pond Supplement to the Merrymeeting River Watershed Management Plan implementation, Phase 2: Route 140 (Alton) BMP's for drainage areas MP1, MP10, the Parking Lot and Letter S Road included in MP12**	78	76	84	85	83	81.2	9
Big Pea Porridge Watershed Preservation Association	Big Pea Porridge Pond Watershed Management Plan Implementation Phase One	79	73	87	84	80	80.6	10
Town of Wolfeboro	Rust Pond – North Inlet Subwatershed Implementation Phase 3: Dredging	84	66.5	85	87	80	80.5	11

****Project proposal was rescinded.**

Review Team Members

Name	Qualifications
Andrea Bejtlich	6 years experience, Watershed Specialist. Surface and drinking water sampling, grant management expertise.
Steve Landry	32 years experience, Watershed Assistance Section Supervisor. Project management, Merrimack watershed and fluvial geomorphology expertise.
Jeff Marcoux	21 years experience, Watershed Coordinator. Project management, grant and contract expertise.
Sally Soule	26 years experience, Coastal Watershed Coordinator. Project management, coastal watershed expertise.
Katie Zink	14 years experience, Watershed Grant Coordinator. Surface and drinking water sampling, microbial expertise.

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 BIG PEA PORRIDGE WATERSHED PRESERVATION ASSOCIATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 15, 2018. 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: **805307**

Certificate Number: **0007621060**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of January A.D. 2026.

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

David M. Scanlan
Secretary of State

CERTIFICATE of AUTHORITY

I, Shauna Kondrat, President of the Big Pea Porridge Watershed Preservation Association, do hereby certify that:

- (1) I am the duly elected President;
- (2) at the meeting held on **November 10, 2025** the Big Pea Porridge Watershed Preservation Association voted to accept NHDES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Big Pea Porridge Watershed Preservation Association further authorized the Vice-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:

James R. Torpey Jr.

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the Big Pea Porridge Watershed Preservation Association, this 10th of Nov, 2025.

Shauna Kondrat, President

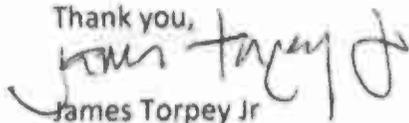
Shauna Kondrat
BPPWPA President

April 23, 2025

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

I, James Torpey Jr., Vice-President and Project Manager for the Big Pea Porridge Watershed Preservation Association (BPPWPA), am hereby stating that the BPPWPA 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 BPPWPA and NHDES.

Thank you,

A handwritten signature in black ink that reads "James Torpey Jr." with a stylized flourish at the end.

Vice-President Big Pea Porridge Watershed Preservation Association (BPPWPA)

NONPROFIT COVER SHEET

A. Entity Name: Big Pea Porridge Watershed Preservation Association (BPPWPA)_

B. Entity's Contact Information: Shauna Kondrat [REDACTED]
[REDACTED]

For Records Requests (e.g., resumes of key personnel; audited financial statements):

Name / Phone / Email: Shauna Kondrat [REDACTED] [REDACTED]

Person responsible for Accuracy and Completeness of information provided:

Name: James Torpey Jr.

Title: Vice President BPPWPA

Signature: *James Torpey Jr*

C. List Board of Directors and Affiliations

Name (Identify any additional role(s) in parentheses) E.g., John Doe (President)	Affiliations
Shauna Kondrat (President)	Retired- none
James Torpey Jr. (Vice-President)	Retired- none
Paul McManus (Board member)	Owner- EcoTec, Inc.
Natalie Fitzpatrick (Board member)	Senior Director, Global policy & public affairs Pfizer Inc
Janet Keene (Board member)	Retired-none
Amy Bennett (Board member)	Marketing Leader Kyndryl
Margaret Cugini (Board Treasurer)	Retired-none

D. List Key Personnel (Resumes must be available upon request to the person(s) listed in section B or may be attached):

Name	Role	Annual Salary	Amount Paid From This Contract
James Torpey Jr.	Project manager	0	0
Peter Kondrat	Ast. Project manager	0	0
Paul McManus	Scientific advisor	\$175,000 +/-	0
Margaret Cugini	Financial management	0	0
Natalie Fitzpatrick	Communication management	\$150,000 +/-	0

**DISCLOSURE OF LEGAL ACTIVITIES INVOLVING THE STATE OF NEW HAMPSHIRE OR ANOTHER
GOVERNMENT ENTITY**

E. Check one of the following:

- [x] The entity is **not currently or has not been** party to any legal proceeding involving the State of New Hampshire (or any agency or subdivision thereof) or any other state/federal government entity before any adjudicative body in any jurisdiction **OR**
- [] The entity is or has been party to one or more legal proceedings as set forth above. Identify the jurisdiction, court or other adjudicative body, case number, and briefly describe the nature of the proceeding. (Attached extra sheet if necessary.)
-
-
-

CHARITABLE TRUSTS UNIT COMPLIANCE CERTIFICATION

F. Check one of the following:

- [x] is registered and in good standing with the New Hampshire Department of Justice Charitable Trusts Unit (** see note below) **or** has submitted a complete application for registration to the Charitable Trusts Unit and is awaiting a registration determination **OR**
- [] is not required to register with the Charitable Trusts Unit because it is neither tax-exempt under section 501(c)(3) of the Internal Revenue Code nor engages in charitable solicitations in the State of New Hampshire **OR**
- [] is exempt from registration with the Charitable Trusts Unit because it is a federal or state government, agency, or subdivision or is a religious organization, an integrated auxiliary of a religious organization, or is a convention or association of churches.

** Note: Attached screenshot from the [DOJ Registered Charities List found online](#):

FINANCIAL DISCLOSURES

G. Check one the following:

- The organization hired an outside firm to audit its financial statements or to prepare GAAP-compliant financial statements for its most recently completed fiscal year. If so, please ensure that the financial statements and audit results are available to be requested from the contact listed on Page 1 (audited financials may be attached) **OR**
- The above does not apply, but the organization filed an IRS Form 990 or Form 990-EZ for its most recently completed fiscal year. Please attach that IRS Form 990 or Form 990-EZ to the submission. (Form 990 Schedule B is not required) **OR**
- If neither of the above apply***, complete the Income Statement and Balance Sheet below with the following basic financial information from the organization's most recently completed fiscal year:

1. INCOME STATEMENT

	Revenue		Expenses
<i>Grants</i>	\$7015.86	<i>Compensation of officers, directors, and key personnel</i>	\$0
<i>Donations</i>	\$1025.35	<i>Other salaries & wages</i>	\$0
<i>Program Services Revenue</i>	\$0	<i>Payroll taxes & employee benefits</i>	\$0
<i>Interest & Dividends</i>	\$0	<i>Occupancy, rent, utilities, and insurance</i>	\$1176
<i>All other Revenue</i>	\$0	<i>Printing, publications, postage, office supplies, and IT</i>	\$145
Total Revenue	\$8041.20	<i>All other expense (Grant contract)s</i>	\$7015.86
		Total Expenses	\$8336.86

2. BALANCE SHEET

Assets		Liabilities	
<i>Cash & Equivalents</i>	\$6851.86	<i>Accounts Payable</i>	\$0
<i>Investments</i>	\$10000	<i>Loans Payable</i>	\$0
<i>Real Estate (less any depreciation)</i>	\$0	<i>All other liabilities</i>	\$0
<i>Other Property & Equipment (less any depreciation)</i>	\$0	Total Liabilities	\$0
<i>Pledges, grants, accounts receivable</i>	\$0		
<i>All other assets</i>	\$0		
Total Assets	\$16851.86		

G = Good Standing; X = Not in Good Standing; S = Suspended

Reg. No.	Charity Name	Address	City	State	Zip	Status	Report Due	
31867	Bethlehem Reimagined, Inc.	PO Box 54	Bethlehem	NH	03574	G	5/15/2026	
32400	Bethlehem Trails Association	PO Box 715	Bethlehem	NH	03574	X	5/15/2021	
32206	Betsy's Park	PO Box 688	Holderness	NH	03245	G	5/15/2026	
11957	Better Angels Society	5185 MacArthur Blvd., Suite 570	Washington, DC 20016	Washington	DC	20016	G	5/15/2026
31837	Better Eating International, Inc.	3321 Georgia Avenue, NW, Unit 43885	Washington	DC	20010	X	2/15/2021	
35420	Better Life Social Organization USA	51 Mountain View Drive	Lebanon	NH	03766	G	5/15/2026	
33035	Better Markets, Inc.	2000 Pennsylvania Avenue, NW, Suite 4008	Washington	District	20006	G	5/15/2026	
11666	Better World Fund, Inc.	1750 Pennsylvania Avenue, NW, Suite 300	Washington	DC	20006	X	5/15/2025	
31890	Betty C. Ketchum Foundation	987 East Main Street	Center Conway	NH	03813	G	5/15/2026	
14619	Betty J. Borry Breast Cancer Adventure Weekend, Inc.	21 Littlehale Road	Durham	NH	03824	G	5/15/2026	
2179	Betty's Dream - A Foundation for the Physically Handicapped, Inc.	75 Longmeadow Lane	Portsmouth	NH	03801	G	5/15/2026	
10909	Beyond Bedtime Inc.	171 Madison Avenue, Suite 1409	New York	NY	10016	G	5/15/2026	
34476	Beyond Celiac	200 W Butler Avenue #544	Ambler, PA 19002	200 W Butler Ave	PA	19002	G	3/15/2026
13839	Beyond Pesticides/National Coalition Against the Misuse of Pesticides	ACL - PO Box 3028	Vista	CA	92085	G	5/15/2026	
30059	Beyond Type 1	1001 Laurel Street Suite B	San Carlos	CA	94070	X	11/15/2021	
30360	Bhutan Media Society	27 Ivywood Lane	Manchester	NH	03103	X	5/15/2024	
32633	Bible Project	1302 SE Ankeny St.	Portland, OR 97214	Portland	OR	97214	G	2/15/2026
31541	Bible Study Fellowship	18756 Stone Oak Parkway, Suite 101	San Antonio, TX 78258	San Antonio	TX	78258	G	1/15/2026
15556	Bibles for the World, Inc.	PO Box 49759	Colorado Springs	CO	80949	G	5/15/2026	
6314	Biblica, Inc.	300 General Palmer Drive, Unit 4	Palmer Lake	CO	80133	X	8/15/2022	
10223	Biblical Manuscript Foundation	PO Box 813	Franconia	NH	03580	X	2/15/2023	
14828	Biblical Missions International	111 Amherst Street	Manchester	NH	03101-1809	G	11/15/2025	
14429	Bicentennial School Parent Teacher Organization	296 East Dunstable Road	Nashua	NH	03062-2350	G	11/15/2025	
17224	Bideawee, Inc.	410 East 38th Street	New York	NY	10016	G	2/15/2026	
2182	Big Brothers Big Sisters of NH	3 Portsmouth Avenue #2	Stratham	NH	03885	G	5/15/2026	
3532	Big Brothers/Big Sisters of America	2502 North Rocky Pointe Drive, Suite 550	Tampa	FL	33607	G	5/15/2026	
31746	Big Fish Learning Community	61 Locust Street, Suite 246	Dover	NH	03820	X	12/15/2021	
33565	Big Pea Porridge Watershed Preservation Association	PO Box 111	Eaton	NH	03832	G	5/15/2026	
18561	Bike & Build, Inc.	1901 South 9th Street, Suite 410	Philadelphia	PA	19148-2390	X	3/15/2023	
16628	Bike-Walk Alliance of NH	2 Whitney Road, Suite 11	Concord	NH	03301-1844	X	5/15/2025	
14925	Bill of Rights Institute	150 N. Riverside Plaza, Suite 3000	Chicago, IL 60606	Chicago	IL	60606	G	5/15/2026
10191	Bill, Hillary & Chelsea Clinton Foundation	1200 President Clinton Avenue	Little Rock	AR	72201	G	11/15/2025	
19824	Billy Yout Memorial Fund, Inc.	324 South River Road	Bedford	NH	03110	X	5/15/2021	

Big Pea Porridge Watershed Preservation Association Mission Statement

Big Pea Porridge Watershed Preservation Association was created to monitor the seasonal condition of the natural and constructed environments within the Big Pea Porridge Pond geographic watershed in the Towns of Madison and Conway, New Hampshire. The association encourages and helps implement actions needed to enhance, protect, and preserve the volume and quality of its surface water inflows. We support the recovery and preservation of its surface and littoral shore lands, wetlands, and adjacent fluvial systems, and the restoration and maintenance of a viable balance among the various species of wildlife within and near the watershed.

Big Pea Porridge Watershed Preservation Association

EIN: 83-2440418 | Eaton, New Hampshire, United States

Form 990-N (e-Postcard)

Organizations who have filed a 990-N (e-Postcard) annual electronic notice. Most small organizations that receive less than \$50,000 fall into this category.

^ Tax Year 2024 Form 990-N (e-Postcard)

Tax Period:

2024 (01/01/2024-12/31/2024)

EIN:

83-2440418

Organization Name (Doing Business as):

BIG PEA PORRIDGE WATERSHED PRESERVATION ASSOCIATION

Mailing Address:

PO Box 111
Eaton, NH 03832
United States

Principal Officer's Name and Address:

Shauna Kondrat
PO Box 111
Eaton, NH 03832
United States

Gross receipts not greater than:

\$50,000

Organization has terminated:

No

Website URL:

peaporridgepond.org

✓ Tax Year 2023 Form 990-N (e-Postcard)

✓ Tax Year 2022 Form 990-N (e-Postcard)

✓ **Tax Year 2021 Form 990-N (e-Postcard)**

✓ **Tax Year 2020 Form 990-N (e-Postcard)**

✓ **Tax Year 2019 Form 990-N (e-Postcard)**

✓ **Tax Year 2018 Form 990-N (e-Postcard)**

Jim Torpey

Job History

2017- present- Retired

2015- 2017: Renewable Energy Consultant

2007- 2015: SunPower Corporation- Director- Strategy and Market Development

2002- 2007: Madison Energy Consultants- Founder and CEO

1982-2002: GPU International/Jersey Central Power and Light- Director-Distributed Energy and Technology Ventures, President of GPU Solar, Real Estate Director, etc.

1978-1982: Bergen Community College- Director- Energy Training Programs

1972-1978: Center for Open Education- Teacher and Middle School Principal

Education

- Colorado University: BA
- Rutgers University: MBA

Board Experience

- 2023- 2025- Board of Directors New Hampshire Lakes Association
- 2015-Present: Board of Directors- Kismet Foundation (NH). Educational and charitable non-profit 501(c)(3)
- 2015-2017 Board of Directors- Trailblazers Camps, Brooklyn N.Y. Educational and charitable non-profit 501(c)(3)
- 2012-2014: Board of Directors- Diamond Energy, Melbourne Australia
- 2001-2012: Board of Directors and Chair of Compensation Committee- Epolin Inc. (EPLN)
- 1996-2001: Chairman and Member of the Board- Solar Electric Power Assoc. Washington D.C.
- 2002-2005: Board of Industry Advisors- U.S. Dept. of Energy-National Center for Photovoltaics
- 1996-2001: Board of Directors- Ballard Generation Systems, Vancouver British Columbia
- 1985-1990: Board Member- Morris County (New Jersey) Educational Advisory Council

Other Interests

- Author of My Roaring Twenties 2020
- Author of Lizzie and the Colonel, 2016. ISBN 1539903834
- Travel, tennis, hiking, reading

Peter Kondrat



WORK HISTORY

President <i>Kon-Tools, Inc.</i>	1992 - Present
Owner and President <i>Kondrat Construction, Inc.</i>	1985 - 2025

VOLUNTEER WORK

• Assistant Track and Field Coach – <i>Kennett High School, Conway, NH</i>	2005 - 2020
• Volunteer – <i>Kennett High School, Conway, NH</i>	
• Volunteer – <i>Habitat for Humanity</i>	2025 - Present
• Volunteer – <i>Big Pea Porridge Watershed Preservation Association</i>	2018 - Present

EDUCATION

Plymouth State College – <i>Plymouth, New Hampshire</i>	1974-1978
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EcoTec, Inc.

ENVIRONMENTAL CONSULTING SERVICES

100 Grove Street – Suite 203

Worcester, MA 01605

508-752-9666

Paul J. McManus, LSP, SPWS

President

Paul McManus is the President and owner of EcoTec, Inc., which he founded in 1990. He is a certified Senior Professional Wetlands Scientist (SPWS) from the International Society of Wetlands Scientists (SWS), the leading professional organization in the field, where he served as President of the New England Chapter of SWS, representing the Chapter on the International Board of Directors for several years, and currently serves as Chapter Treasurer. Mr. McManus is also a Massachusetts Licensed Site Professional (LSP) with experience including a wide range of projects, focused on ecological risk assessment at sites with contaminated wetland resources. Prior to the founding of EcoTec, Mr. McManus was employed at other Massachusetts consulting firms and as an aquatic ecologist at the Massachusetts Division of Water Pollution Control. Mr. McManus brings a wide variety of environmental consulting experience to EcoTec, including wetland evaluation and delineation, lake and stream assessment, wildlife habitat evaluation, oil and hazardous materials ecological risk assessment, and a variety of other types of environmental impact assessment. He has conducted detailed wetland community surveys and impact restoration specifications in "Areas of Critical Environmental Concern" (ACECs), and led the local, state and federal wetland permitting, including vernal pool mitigation design and a Wetlands Protection Act Variance, at the MWRA's Norumbega Reservoir property in Weston. He has directed hundreds of other wetlands projects at sites including large and small residential and commercial developments. He has completed all phases of environmental permitting work, including wetland delineation, replication and mitigation design, implementation, and monitoring in freshwater wetlands and salt marsh, as well as general wildlife and rare species assessments and trapping, including marbled salamander, 4-toed salamander, wood turtle, and eastern box turtle, under the MA Wetlands and Endangered Species Act Regulations. Permitting efforts regularly include federal, local and state permitting, including filings under the Massachusetts Environmental Policy Act (MEPA) regulations. Additional projects he has directed include major biological and chemical marine sampling programs; he has been involved in a variety of freshwater system evaluations, and conducted evaluations and sampling for proposed fresh water and marine dredging projects. He also has experience in large scale soil reuse projects, where he completed wetland permitting and served as the independent third-party monitor in accordance with voluntary Administrative Consent Orders for the sites. Mr. McManus serves as a consultant on behalf of government, business, private citizens, utility companies, the development community, conservation commissions, and concerned citizens' groups. He presently serves on a continual basis as technical wetlands consultant for the Town of Dover Conservation Commission, and works regularly for Boylston, Shrewsbury, and other Commissions providing peer review expertise for varied projects.

Education: Master of Science: Applied Marine Ecology - University of Massachusetts/Boston, 1988
Bachelor of Arts: Biology (Ecology emphasis) – College of the Holy Cross, Worcester, MA, 1984
U.S. Fish and Wildlife Service: Habitat Evaluation Procedure (HEP) Certification
Massachusetts Division of Water Pollution Control: Algal Assay (eutrophication) Short Course

Professional Affiliations: Massachusetts Association of Conservation Commissioners (past Board of Directors)
(Partial list) Society of Wetland Scientists (Treasurer and former President of the New England Chapter)
Association of Massachusetts Wetlands Scientists
Licensed Site Professional Association

Certifications: Society of Wetlands Scientists: Senior Professional Wetlands Scientist # 962
Commonwealth of Massachusetts Licensed Site Professional # 5711
OSHA Health & Safety Hazardous Waste Safety Training, 29 CFR 1910.120 (40 hr & refresher)

Margaret Cugini

[REDACTED]

[REDACTED]

WORK HISTORY

Retired	2023 - Current
Library Employee <i>Fryeburg Academy, Fryeburg, Maine</i>	1999 - 2023
Owner and Operator <i>Main Street Bed & Breakfast, Fryeburg, Maine</i>	1998 - 2019

VOLUNTEER WORK

- Secretary/Treasurer Big Pea Porridge Watershed Preservation Association
- Gibson Center for Senior Services Conway NH
- Tin Mountain Conservation Center in Albany NH

EDUCATION

Bachelor of Arts: American and International Studies
Ramapo College of New Jersey – Mahwah, New Jersey

NATALIE FITZPATRICK

GLOBAL PUBLIC AFFAIRS LEADER

Senior public affairs executive with 15+ years of experience in policy advocacy, government relations, and stakeholder engagement across complex global markets. Proven leader in navigating geopolitical and regulatory risk for global brands operating at the intersection of innovation, regulation, and public trust. Trusted advisor to C-suite executives, advancing corporate priorities through strategic advocacy. Recognized for translating complex policy and legislative developments into executive-ready guidance that protects brand reputation and drives business impact.

PROFESSIONAL EXPERIENCE

Pfizer Inc., New York, USA

Senior Director, Global Policy & Public Affairs (2023 – Present)

- As chief of staff, led operational strategy and execution for Pfizer's Global Markets division, supporting 100+ colleagues across 45+ markets.
- Managed a multi-million-dollar global budget and managed external consultants, ensuring strategic alignment, measurable impact and fiscal discipline.
- Served as trusted advisor to senior leadership on emerging geopolitical, policy, political and reputational issues, as well as executive engagements and internal communications for the division.
- Oversaw development of executive-ready advocacy materials, including issue briefs, position papers, advocacy strategies, and talking points for senior government and stakeholder engagement.
- Led and developed talent through a combination of direct line people management and formal mentoring relationships across the organization.
- Managed projects with significant commercial and reputational implications, including: the Most Favored Nation (ex-U.S.) advocacy working group; exploring of AI applications for policy monitoring and political risk management; scaling the geopolitical risk function; and integration of patient advocacy following a major organizational re-design.

Director, Global Innovation Policy & Geopolitical Risk (2022 – 2023)

- Built a scalable framework to identify, track and manage geopolitical developments affecting international markets and global trade/supply chains.
- Supported executive engagement in high-profile multilateral forums and dialogues, including the UN General Assembly, World Economic Forum and Asia-Pacific Economic Cooperation (APEC). Developed strategy, directed cross-functional coordination on policy positioning, secured high-level engagement opportunities, and prepared executive briefing materials.
- Drove Pfizer's policy priorities through global trade associations, including supporting the management of industry's GAVI the Vaccine Alliance board seat in the aftermath of the Covid-19 pandemic.

Director/Senior Manager, China Policy & Public Affairs (2020 – 2022)

- Served as headquarters lead on China policy and public affairs issues, advising the business on trade/ supply chain, IP, pricing, regulatory and market access developments.
- Developed and executed high-impact advocacy strategies, securing legislative and regulatory wins through coordinated stakeholder engagement and coalition-building.
- Drafted speeches and talking points for senior executives, including CEO-level communications, balancing policy objectives with political and cultural sensitivities.
- Championed talent development by implementing a new skills matrix, leading regional training, and facilitating a community of practice.

Senior Manager, Emerging Markets Policy & Public Affairs (2018 – 2020)

- Led regional public affairs initiatives across Latin America, providing strategic direction to local teams via dotted-line reporting and cross-functional collaboration.
- Cultivated relationships with government officials, trade associations, and industry stakeholders to advance policy priorities.
- Advised the regional president and other senior leaders on key policy and political developments in the region.
- Drafted global policy positions, including on healthcare financing, universal health coverage and human rights.

Strategic Policy Manager, Australia (2016 – 2018)

- Monitored and analyzed legislative and regulatory developments impacting business operations.
- Drafted policy submissions and advocacy materials for government engagements, including extensive executive support during two high-profile Senate inquiries into corporate multinational tax practices and Australia's innovation system.
- Built relationships with government officials and industry stakeholders to advance policy objectives and reduce regulatory risk.

National Strategy Group, Australia

Director/ Manager, Public Policy (2011 – 2016)

Australia's largest privately owned public affairs, government relations and corporate advisory firm, representing clients across healthcare, finance, retail, and technology sectors.

Policy Development & Planning, Australia

Project Manager (2008 – 2011)

Global consultancy working with bilateral donors and multilateral organizations (e.g., World Bank) to advance economic development through public sector reform in Asia Pacific.

AusAID, Guyana

Project Manager & Team Leader (2008)

Australian government's lead agency for managing overseas aid programs.

EDUCATION

- **Master of Arts (International Development Policy & Management)**, University of Manchester, U.K.
- **Bachelor of Economics**, University of Queensland, Australia, *Dean's Honor Roll*
- **Bachelor of Information Technology**, University of Queensland, Australia

BOARD & COMMUNITY LEADERSHIP

- **Board Member**, Big Pea Porridge Watershed Preservation Association (2024 – Present)
- **Board Member**, Leading Women in Technology (2020 – 2024)

ADDITIONAL TRAINING & QUALIFICATIONS

- **Policy Processes for Practitioners**, Crawford School of Public Policy, Australian National University
- **PRINCE2®** Project Management Foundation
- **ISO 9001** Quality System Requirements and Effective Internal Auditing