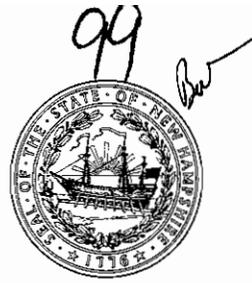


The State of New Hampshire  
**Department of Environmental Services**

**Thomas S. Burack, Commissioner**

*Celebrating 25 Years of Protecting  
 New Hampshire's Environment*



October 8, 2012

His Excellency, Governor John H. Lynch  
 and the Honorable Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the New Hampshire Department of Environmental Services (DES) to amend an existing Aquatic Resource Mitigation (ARM) Fund grant (PO# 1018041) with the City of Franklin, Franklin, NH (Vendor Code #177390) by extending the completion date to June 30, 2013 from December 31, 2012 and increasing the ARM Fund grant amount by \$18,000 to \$131,500 from \$113,500, effective upon G&C approval. The original grant was approved by the Governor and Council on August 10, 2011, (Item #69). 100% Aquatic Resource Mitigation Funds.

Funding is available in the account as follows:

	<u>FY'13</u>
03-44-44-442010-38710000-073-500581	\$18,000

Dept. Environmental Services, In-Lieu Wetland Mitigation, Grants – Non-Federal

**EXPLANATION**

The ARM Fund grant to the City of Franklin has protected 15 acres of land that lies along the northwest edge of Webster Lake. The remaining 215 acres of land has also been protected through funds available from the Natural Resource Conservation Service. The additional funds of \$18,000 will be used for restoration of wetlands, improvements to an eroding stream entering wetlands associated with Webster Lake, and replacement of culverts to improve drainage on the property. The grant is currently slated to expire on December 31, 2012. This proposed Amendment extension is requested to extend the contract to June 30, 2013. The contract extension is needed to complete the site work and plantings of native species.

This amendment to the original ARM Fund grant has been approved as to form, content, and execution by the Attorney General's Office. In the event that other funds no longer become available, general funds will not be requested to support this program.

We respectfully request your approval.

*Thomas S. Burack*  
 Thomas S. Burack, Commissioner

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

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095  
 (603) 271-3503 • TDD Access: Relay NH 1-800-735-2964



**Agreement for Services with the City of Franklin**

This Agreement (hereinafter called the "Amendment") dated this 24<sup>th</sup> day of September, 2012, 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 City of Franklin, acting by and through its City Manager, Elizabeth Dragon (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to the Contract (hereinafter called the "Agreement") approved by the Governor and Council on August 10, 2011, 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 sub-paragraph 1.7 of the agreement shall be changed from December 31, 2012 to June 30, 2013.
  - (B) The Grant Limitation as set forth in sub-paragraph 1.8 of the agreement shall be changed from \$113,500 to \$131,500.
2. Effective Date of Amendment: This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.
3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Initial EAD Date 9/24/12



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

City of Franklin

By Elizabeth Dragon  
Elizabeth Dragon, City Manager of Franklin

STATE OF NEW HAMPSHIRE  
COUNTY OF Merrimack

On this the 24<sup>th</sup> day of September, 2012, before the undersigned officer, personally appeared Lauren Butler, Counsel who acknowledged herself to be the person who executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Sarah J. Burgen  
Notary Public/Justice of the Peace

My Commission Expires:

THE STATE OF NEW HAMPSHIRE  
Department of Environmental Services

By Thomas S. Burack  
Thomas S. Burack, Commissioner

Approved by Attorney General this 10 day of October, 2012

OFFICE OF ATTORNEY GENERAL

By Evan M. Hollander  
Evan M. Hollander



**CERTIFICATE OF AUTHORITY**

I, Holly Burbank, City Clerk for the City of Franklin, New Hampshire do hereby certify that:

- (1) The City Council voted to accept funds and enter into a contract with the New Hampshire Department of Environmental Services;
- (2) The City Council further authorized the City Manager to execute any documents which may be necessary for this contract;
- (3) This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (4) the following now occupies the office indicated above:

Elizabeth Dragon  
Franklin City Manager

IN WITNESS WHEREOF, I have hereunto set my hand as the City Clerk of Franklin, New Hampshire this 25th day of September, 2012.

  
\_\_\_\_\_  
Holly Burbank, City Clerk

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

On this the 25<sup>th</sup> day of September, 2012, before me Sarah Burgess, Notary Public, the undersigned officer, personally appeared Holly Burbank, City Clerk, who acknowledged herself to be the City Clerk for the City of Franklin, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public  
Commission Expiration Date:9/17/2013

(Seal)



## CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee box below, if checked.

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF EITHER OR BOTH OF THE COMPANIES AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) 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 COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<b>Participating Member:</b> <b>Member Number:</b>	All Members (List Attached)	<b>Companies Affording Coverage (the "Companies"):</b> Company A: Local Government Center Property-Liability Trust, LLC Company B: Local Government Center Workers' Compensation Trust, LLC P.O. Box 617, Concord, NH 03302-0617													
<b>Coverage (Occurrence basis only):</b>	<b>Effective Date (mm/dd/yy)</b>	<b>Expiration Date (mm/dd/yy)</b>	<b>Limits (subject to applicable NH statutory limits)</b>												
<input checked="" type="checkbox"/> <b>General Liability</b> (Member Agreement Section III.A)	7/1/2012	6/30/2013	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td style="text-align: right;">\$5,000,000</td></tr> <tr><td>General Aggregate</td><td style="text-align: right;">\$</td></tr> <tr><td>Personal &amp; Adv Injury</td><td style="text-align: right;">\$</td></tr> <tr><td>Med Exp (any one person)</td><td style="text-align: right;">\$</td></tr> <tr><td>Products - Comp/Op Agg</td><td style="text-align: right;">\$</td></tr> <tr><td>Fire Damage (each fire)</td><td style="text-align: right;">\$</td></tr> </table>	Each Occurrence	\$5,000,000	General Aggregate	\$	Personal & Adv Injury	\$	Med Exp (any one person)	\$	Products - Comp/Op Agg	\$	Fire Damage (each fire)	\$
Each Occurrence	\$5,000,000														
General Aggregate	\$														
Personal & Adv Injury	\$														
Med Exp (any one person)	\$														
Products - Comp/Op Agg	\$														
Fire Damage (each fire)	\$														
<input checked="" type="checkbox"/> <b>Automobile Liability</b> (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2012	6/30/2013	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td style="text-align: right;">\$5,000,000</td></tr> <tr><td>Bodily Injury (per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>Bodily Injury (per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>Property Damage (per accident)</td><td style="text-align: right;">\$</td></tr> </table>	Each Occurrence	\$5,000,000	Bodily Injury (per person)	\$	Bodily Injury (per accident)	\$	Property Damage (per accident)	\$				
Each Occurrence	\$5,000,000														
Bodily Injury (per person)	\$														
Bodily Injury (per accident)	\$														
Property Damage (per accident)	\$														
<input type="checkbox"/> <b>Excess Liability</b>			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td style="text-align: right;">\$ N/A</td></tr> <tr><td>Aggregate</td><td style="text-align: right;">\$ N/A</td></tr> </table>	Each Occurrence	\$ N/A	Aggregate	\$ N/A								
Each Occurrence	\$ N/A														
Aggregate	\$ N/A														
<input checked="" type="checkbox"/> <b>Property (All Risk including Theft)</b> (Member Agreement Section I) Deductible: \$1,000	7/1/2012	6/30/2013	\$Per scheduled limits and Member Agreement												
<input type="checkbox"/> <b>Workers Compensation (Coverage A)</b> <b>Employers' Liability (Coverage B)</b>			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td><input type="checkbox"/> Statutory / Cov. A</td><td></td></tr> <tr><td>Each Accident / Cov. B</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>Disease - Each Employee</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>Disease - Policy Limit</td><td style="text-align: right;">\$ 2,000,000</td></tr> </table>	<input type="checkbox"/> Statutory / Cov. A		Each Accident / Cov. B	\$ 2,000,000	Disease - Each Employee	\$ 2,000,000	Disease - Policy Limit	\$ 2,000,000				
<input type="checkbox"/> Statutory / Cov. A															
Each Accident / Cov. B	\$ 2,000,000														
Disease - Each Employee	\$ 2,000,000														
Disease - Policy Limit	\$ 2,000,000														
<b>Description:</b> The State of New Hampshire is named as Additional Covered Party relative to the Grant Agreements between the State of New Hampshire, Department of Environmental Services and Members on the attached list.															

**CANCELLATION:** If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

	<input checked="" type="checkbox"/> <b>Additional Covered Party</b>	<input type="checkbox"/> <b>Loss Payee, as his, her or its interests appear</b>
Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*		
<b>Certificate Holder:</b>  State of New Hampshire Department of Environmental Services ATTN: Jeffrey Marcoux, Watershed Asst. Specialist 29 Hazen Drive PO Box 95 Concord, NH 03302-0095	<b>Companies</b>  <b>By:</b> <u>Debra A. Lewis</u> Authorized Representative <b>Date Issued:</b> <u>7/1/2012</u>	<b>Please direct inquiries to:</b>  Debra A. Lewis 603.226.4481

\*Terms in quotes are defined in the Member Agreement.





**RECEIVED**

The State of New Hampshire

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

**Thomas S. Burack, Commissioner**

**AUG 15 2011**



ENVIRONMENTAL SERVICES  
"BY NH DES WETLANDS BUREAU"

June 29, 2011

**APPROVED G & C**

DATE 8/10/11

ITEM # 69

His Excellency, Governor John H. Lynch  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the New Hampshire Department of Environmental Services (DES) to award an Aquatic Resource Mitigation (ARM) Fund grant to the City of Franklin, Franklin, NH (Vendor Code #177390) in the amount of \$113,500 to conduct wetland restoration work, construct a stormwater treatment system, and protect land located adjacent to Webster Lake, effective upon G & C approval through December 31, 2013. 100% Aquatic Resource Mitigation Funds.

Funding is available in the account as follows:

	<u>FY'12</u>
03-44-44-442010-38710000-073-500581	\$113,500

Dept. Environmental Services, In-Lieu Wetland Mitigation, Grants -- Non - Federal

**EXPLANATION**

New Hampshire RSA 482-A:3 requires a wetland permit for any proposed project that involves dredging or filling of a wetland. Before a wetland permit is issued, applicants must show that the proposed project will avoid adverse impacts to wetlands and will minimize and provide compensation for those wetland impacts which are unavoidable.

The DES wetlands program adopted a set of mitigation rules that establish what is necessary for an applicant to provide for wetland compensation. The current department rules spell out ratios for wetland compensation that include creating a new wetland, restoring a former wetland site, or protecting a high-quality aquatic resource by preserving adjacent upland habitat. The newest improvement to the mitigation options is commonly referred to as an *in-lieu fee program*. This mitigation option is ideal for projects that have difficulty in locating an appropriate mitigation site. The Aquatic Resource Mitigation Fund (ARM) authorizes the collection of mitigation funds in lieu of other forms of wetland mitigation as part of a Wetlands Permit Application. The ARM program was authorized in legislation that became effective in August, 2006.

The Department issued the request for proposals for ARM Funds available in the Pemigewasset River watershed in January, 2010. Two proposals were received and on December 14, 2010 DES announced the decision to fund one project. The project proposed by the City of Franklin was recommended for funding by the ARM Fund Site Selection Committee. Attachment A notes the proposals received and the Committee members involved in the decision. The review of the awards by the Army Corps of Engineers and the New Hampshire Wetland Council resulted in full support of the recommendations.

DES Web site: [www.des.nh.gov](http://www.des.nh.gov)

P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095

Telephone: (603) 271-2147 • Fax: (603) 271-6588 • TDD Access: Relay NH 1-800-735-2964

His Excellency, Governor John H. Lynch  
and the Honorable Council

Page 2

The City of Franklin will utilize its ARM funds to protect 15 acres of land that lies along the northwest edge of Webster Lake. The remaining 215 acres of land will also be protected through funds available from the Natural Resource Conservation Service. In addition, ARM funds will be used for restoration of wetlands and invasive plant species removal, and design and installation of a new stormwater management system along Lakeshore Drive to improve water quality of Webster Lake.

In the event that other funds no longer become available, general funds will not be requested to support this program. Exhibit A describes the scope of services. Exhibit B provides the budget and payment terms. Exhibit C addresses special provisions.

This agreement has been approved as to form, content, and execution by the Attorney General's Office.

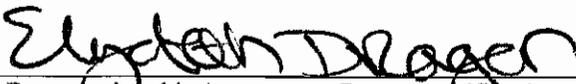
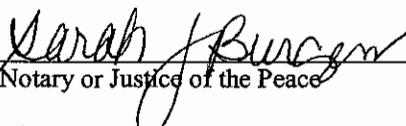
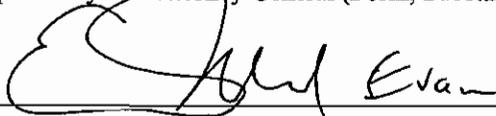
We respectfully request your approval.

A handwritten signature in black ink that reads "Thomas S. Burack". The signature is written in a cursive style with a horizontal line underneath the name.

Thomas S. Burack, Commissioner

**GRANT AGREEMENT  
GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 1.1 State Agency Name New Hampshire Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord NH 03301	
1.2 Grantee Name City of Franklin		1.4 Grantee Address 316 Central Street Franklin, NH 03235	
1.5 Grantee Phone Number 603-934-3900	1.6 Account Number 03-44-44-442010-38710000-073	1.7 Completion Date 12/31/2013	1.8 Grant Limitation \$113,500
1.9 Grant Officer for State Agency Lori L. Sommer, Wetland Mitigation Coordinator NH Department of Environmental Services		1.10 State Agency Telephone Number 603-271-4059	
1.11 Grantee Signature 		1.12 Name and Title of Grantee Signatory Elizabeth Dragon, City Manager; City of Franklin, NH	
By executing this Agreement, Grantee certifies that all applicable public notice, meeting and other requirements for acceptance of this grant, including, but not limited to, the requirements under N.H. RSA 31:95, if applicable, have been fully satisfied.			
1.13 Acknowledgement: State of New Hampshire, County of Merrimaek On 6/20/2011, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace  Sarah J. Burgess, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Thomas S. Burack, Commissioner NH Department of Environmental Services	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution)  By:  On: 7-26-11  Mulholland, AAG			

**2. PROJECT.** In exchange for grant funds provided by the State of New Hampshire, acting through the agency identified in block 1.1 ("State") engages the grantee identified in block 1.3 ("Grantee") to perform, and the Grantee shall perform, the work identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Project"). Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

**3. EFFECTIVE DATE/COMPLETION OF PROJECT.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed prior to the date in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated 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. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. GRANTAMOUNT/LIMITATION ON AMOUNT / PAYMENT.**

5.1 The grant amount, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 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 liability to the Grantee other than the grant amount.

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 herein, the State shall pay the Grantee the grant amount.

5.4 The State reserves the right to offset from any amounts otherwise payable to the Grantee under this Agreement those sums required or permitted by N.H. RSA 80:7 through RSA 80:7-c and any other provision of law.

5.5 Notwithstanding any provision 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.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 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 impose any obligation or duty upon the Grantee, including, but not limited to, civil rights and equal opportunity laws. In addition, the Grantee shall comply with all applicable copyright and other intellectual property laws that impose any obligation or duty upon the Grantee.

6.2 During the term of this Agreement, the Grantee shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Grantee shall comply with all federal laws and regulations to the extent they apply to the subject matter of this Agreement and are required by the amount of federal funds involved in this Agreement, which include, but are not limited to: the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the

regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations; Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d et seq.), which prohibits discrimination on the basis of race, color, and national origin; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination against qualified individuals with disabilities; and the Age Discrimination Act of 1975 (42 U.S.C. 6010-6107), as amended, which prohibits discrimination the basis of age. The Grantee shall maintain all records necessary to enable the State or the United States to account for all payments made to Grantee for costs permitted under this Agreement for a minimum period of seven (7) years from the final completion of this Agreement, or until all audits initiated under this Agreement have been completed, whichever is later ("Audit Review Period"). Grantee further agrees to permit the State or United States access to any of the Grantee's books, records and accounts during the Audit Review period for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

#### **7. PERSONNEL.**

7.1 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 the Project, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Grantee shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 herein, the State shall pay the Grantee the Grant amount. The Grant Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Grant Officer's decision shall be final for the State.

#### **8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Project satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 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;

8.2.2 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;

8.2.3 set off against any other obligations the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**

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, papers, 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 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. No data shall be subject to copyright in the United States or any other country by anyone other than the State. 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.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

#### **10. RECORDS AND ACCOUNTS.**

10.1 Between the Effective Date and seven (7) years after the Completion Date, 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.

10.2 Between the Effective Date and seven (7) years after the Completion Date, 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 general provisions.

**11. CONFLICT OF INTEREST.** No officer, member or 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.

#### **11. TERMINATION.**

11.111.1 In the event of an 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 ("Termination Report") describing in detail all Project work performed, and the grant amount earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11.211.2 In the event of Termination under paragraphs 4 or 11.4, 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.

11.311.3 In the event of Termination under paragraphs 4 or 11.4 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.

11.4 Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice of default has been given to the Grantee hereunder, the Grantee may terminate this Agreement without cause upon thirty (30) days prior written notice.

**12. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Grantee nor any of its officers, employees, agents or members shall have authority to bind the

State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**13. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Project work shall be subcontracted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

**14. 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 or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions 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 in paragraph 14 shall survive the termination of this Agreement.

**15. INSURANCE.**

15.1 The Grantee shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

15.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

15.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

15.2 The policies described in subparagraph 15.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

15.3 The Grantee shall furnish to the Grant Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Grantee shall also furnish to the Grant Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Grant Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**16. WORKERS' COMPENSATION.**

16.1 By signing this agreement, the Grantee agrees, certifies and warrants that the Grantee is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Grantee is subject to the requirements of N.H. RSA chapter 281-A, Grantee shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Grantee shall furnish the Grant Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation and any applicable renewal(s) thereof in the manner described in N.H. RSA chapter 281-A which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Grantee, or any subcontractor or employee of Grantee, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Project under this Agreement.

**17. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default 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 Event of Default on the part of the Grantee.

**18. 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 given in blocks 1.2 and 1.4, herein.

**19. 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 Executive Council of the State of New Hampshire.

**20. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**21. 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.

**22. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**23. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**24. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**25. 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.

**EXHIBIT A**  
**SCOPE OF SERVICES**

A. Project Title: Strolling Woods

B. Project Period: July, 2011 through December 31, 2013

C. Objectives:

- 1) The City agrees to utilize funds for the purpose of acquiring a conservation easement on 15 +/- acre parcel of land owned by Todd Workman located on Lake Shore Drive in the City of Franklin, County of Merrimack, State of New Hampshire. The land is identified on the Franklin tax records as Map 14 Lot 401 (hereinafter: the "Property.") This Agreement shall be performed in accordance with New Hampshire RSA 482-A; all applicable sections of the Administrative Rules, Env-Wt 100-800, and all other pertinent New Hampshire laws. The 15 acre property to be protected by conservation easement utilizing NH DES Aquatic Resource Mitigation (ARM) Funds will adjoin a 226 acre conservation parcel protected through the U.S.D.A Natural Resource Conservation Service, Wetland Reserve Program.
- 2) Wetland restoration will be conducted on the Property involving the removal of approximately 0.6 acres (25,300 sq.ft.) of historic wetland fill associated with an internal gravel drive accessing a privately owned land-locked parcel and previously, five tourist cabins removed in the spring of 2010. A total of 625 linear feet of the existing gravel drive will be removed, allowing a series of natural groundwater seepages to flow without interruption into a basin red maple/scrub-shrub swamp. The historic wetland fill on which the cabins previously occupied will also be removed. A fill area containing invasive plants species will be safely removed and disposed of in accordance with NH Dept. of Agriculture Invasive Species protocol to allow natural wetland re-vegetation to occur.
- 3) Design and install a new gravel drive, replacing the access to the existing lot, as a result of the wetland restoration. In addition, the access drive will be designed to minimize water quality impacts related to stormwater runoff and further serve to access a proposed community septic system.
- 4) Design and install a new stormwater management system along Lakeshore Drive. This proposed stormwater management system will assist in the overall protection of water quality for Webster Lake.
- 5) The protection and improvement of Webster Lake by reducing existing pollutant loads and eliminating the potential of future pollutant loads is important and critical for the City of Franklin and its residents in hopes that it can be delisted as an impaired waterbody. Webster Lake has both environmental and economic value that is enjoyed by those living in and traveling to the Webster Lake Community.

D. Scope of Work:

**TASK 1:** Finalize conservation easement on 15 acres of land and record all necessary documents.

**Est. cost = \$40,000.00**

Acquisition of the 15 acre conservation easement will be accomplished in this task and a copy of the document recorded at the Registry of Deeds will be provided to DES.

**TASK 2: Complete wetland mapping/delineation and functional assessment.****Est. cost = \$7,000.00**

This task involves the completion of the wetland assessment work that is directed towards the final design of the stormwater and wetland re-establishment systems in the area of the former tourist cabins. This historic wetland fill and alteration area is critical to the creation of new and improved systems that will filter the stormwater and assist in the protection of water quality for Webster Lake. As noted above, the lake is listed as an Impaired Water Body by the NH DES so taking any and all proactive steps to help protect the lake has significant overall environmental returns and benefits.

**TASK 3: Preliminary design plans for wetland restoration and stormwater treatment system.****Est. cost = \$10,000.00**

This task involves contracting with an engineering firm to design the plans for the removal of the historic wetland fill and the stormwater systems to be constructed in the fill area. These systems will include designs based on state-of-the-art natural stormwater treatments that will mirror and mimic natural wetland characteristics. An additional benefit of this approach will be the re-creation of flood control characteristics inherent in a natural wetland area. The City will contract with the selected consultant and assist with the permitting of the proposed work. The preliminary design plans shall be submitted to DES for review and approval.

**TASK 4: Final design plans and permit approvals for wetland restoration and stormwater treatment system.****Est. cost = \$21,500.00**

This task involves the final design and permitting of the new stormwater treatment and wetland replication systems on the property and within the adjacent Lake Shore Drive catchment area. The final design plans shall be submitted to DES for review and approval.

**TASK 5: Wetland restoration with removal of existing road.****Est. cost = \$10,000.00**

This task, as noted in the general outline of the Objectives for this overall project, involves the removal of the existing road that serves the existing parcel north of the subject site. This roadway was constructed through several wetland areas and the historic fill adversely impacts downstream areas by concentrating flows and causing erosion and sedimentation problems. The removal of these will areas and subsequent relocation of the entire access drive for this privately held parcel will recreate natural stormwater flow conditions, reduce sediment loads and thereby improve the water quality of the downstream receiving waters including the adjacent wetland complex and Webster Lake. The bid package for this task shall be submitted to DES for review and approval.

**TASK 6: Wetland restoration and invasive species removal in the area of the razed cabins.****Est. cost = \$10,000.00**

This task involves the construction work associated with the removal of the fill in the area of the former tourist cabins. Any suitable materials that can be used in the construction of the stormwater and wetland replication systems can be excavated and stockpiled; the remaining excavated material will need to be properly disposed. The bid package for this task shall be submitted to DES for review and approval.

**TASK 7: Construction of Stormwater Treatment System.**

**Est. cost = \$15,000.00**

This task involves the construction of the new stormwater treatment and wetland replication systems on the property and within the adjacent Lake Shore Drive catchment area. This work includes the placement of suitable soils and underlying materials and the planting of the appropriate vegetative species. Care must also be given to the establishment of the correct elevations of all system components to allow for the proper functioning of the vegetation that helps control and uptake stormwater runoff pollutants and the flood water collection areas. The proper design characteristics of these systems and the proper and careful installation of these systems are critical to their long-term functionality relative to water quality protection. The bid package for this task shall be submitted to DES for review and approval.

E. Deliverable Schedule:

Task Outline	7/1/11	10/1/11	1/1/12	4/1/12	7/1/12	10/1/12	1/1/13	4/1/13
July 2011- Dec 2012	to	to	to	to	to	to	to	to
	9/30/11	12/31/11	3/31/12	6/30/12	9/30/12	12/31/12	3/31/13	6/30/13
Task 1: Finalize conservation easement on 15 acres of land.	X							
Task 2: Complete wetland mapping/delineation and functional assessment.	X							
Task 3: Preliminary design plans for wetland restoration and stormwater treatment system.		X						
Task 4: Final design plans and permit approvals for wetland restoration and stormwater treatment system.		X	X					
Task 5: Wetland restoration with removal of existing road.				X	X			
Task 6: Wetland restoration and invasive species removal in the area of the razed cabins.					X	X		
Task 7: Construction of Stormwater Treatment System.					X	X	X	X

**EXHIBIT B**  
**BUDGET & PAYMENT METHOD**

The City shall submit requests for payment after completing each task. Upon receipt and approval by DES of the invoices, DES shall issue payment to the City in accordance with the following:

See tasks listed under Exhibit A.

<b>TASK 1:</b> Finalize conservation easement on 15 acres of land.	<b>\$40,000.00</b>
<b>TASK 2:</b> Complete wetland mapping/delineation and functional assessment.	<b>\$7,000.00</b>
<b>TASK 3:</b> Preliminary design plans for wetland restoration and stormwater treatment system.	<b>\$10,000.00</b>
<b>TASK 4:</b> Final design plans and permit approvals for wetland restoration and stormwater treatment system.	<b>\$21,500.00</b>
<b>TASK 5:</b> Wetland restoration with removal of existing road.	<b>\$10,000.00</b>
<b>TASK 6:</b> Wetland restoration and invasive species removal in the area of the razed cabins.	<b>\$10,000.00</b>
<b>TASK 7:</b> Construction of Stormwater Treatment System.	<b>\$15,000.00</b>
<b>TOTAL DES ARM FUNDS</b>	<b>\$113,500.00</b>
<b><u>Total amount to be authorized following approval by the Governor and Executive Council:</u></b>	<b><u>\$113,500.00</u></b>

Payments shall be made by DES to the City upon approval of stated outputs and verification of the value of completed work through submittal of invoices for services rendered. DES will pay the City within 30 days of receiving the invoice.

The payments listed above are inclusive of project labor and expenses. Invoices shall be formatted to note completion of services. The billing address shall be as follows:

NH Department of Environmental Services  
29 Hazen Drive, PO Box 95      Concord, NH 03302-0095  
ATTN: Lori Sommer, Wetlands Bureau

Invoices shall be approved by the Contract Officer before payment is processed.

**EXHIBIT C**  
**SPECIAL PROVISIONS**

This section is intentionally left blank.

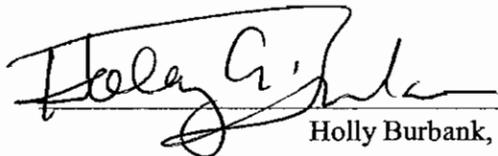
**CERTIFICATE OF AUTHORITY**

I, Holly Burbank, City Clerk for the City of Franklin, New Hampshire do hereby certify that:

- (1) The City Council voted to accept funds and enter into a contract with the New Hampshire Department of Environmental Services;
- (2) The City Council further authorized the City Manager to execute any documents which may be necessary for this contract;
- (3) This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (4) the following now occupies the office indicated above:

Elizabeth Dragon  
Franklin City Manager

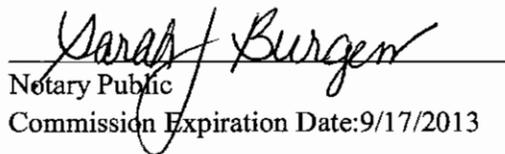
IN WITNESS WHEREOF, I have hereunto set my hand as the City Clerk of Franklin, New Hampshire this 20th day of June, 2011.

  
Holly Burbank, City Clerk

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

On this the 20<sup>th</sup> day of June, 2011, before me Sarah Burgess, Notary Public, the undersigned officer, personally appeared Holly Burbank, City Clerk, who acknowledged herself to be the City Clerk for the City of Franklin, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Notary Public  
Commission Expiration Date: 9/17/2013

(Seal)

## CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee box below, if checked.

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF EITHER OR BOTH OF THE COMPANIES AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) 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 COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<b>Participating Member:</b> <b>Member Number:</b>	All Members (List Attached)	<b>Companies Affording Coverage (the "Companies"):</b>  Company A: Local Government Center Property-Liability Trust, LLC Company B: Local Government Center Workers' Compensation Trust, LLC P.O. Box 617, Concord, NH 03302-0617		
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)	
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2011	6/30/2012	Each Occurrence	\$5,000,000
			General Aggregate	\$
			Personal & Adv Injury	\$
			Med Exp (any one person)	\$
			Products -Comp/Op Agg	\$
<input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2011	6/30/2012	Each Occurrence	\$5,000,000
			Bodily Injury (per person)	\$
			Bodily Injury (per accident)	\$
			Property Damage (per accident)	\$
			Fire Damage (each fire)	\$
<input type="checkbox"/> Excess Liability			Each Occurrence	\$ N/A
			Aggregate	\$ N/A
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2011	6/30/2012		\$Per scheduled limits and Member Agreement
<input type="checkbox"/> Workers Compensation (Coverage A) Employers' Liability (Coverage B)			<input type="checkbox"/> Statutory / Cov. A	
			Each Accident / Cov. B	\$ 2,000,000
			Disease - Each Employee	\$ 2,000,000
			Disease - Policy Limit	\$ 2,000,000
<b>Description:</b> The State of New Hampshire is named as Additional Covered Party relative to the Grant Agreements between the State of New Hampshire, Department of Environmental Services and Members on the attached list.				

**CANCELLATION:** If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

	<input checked="" type="checkbox"/> Additional Covered Party	<input type="checkbox"/> Loss Payee, as his, her or its interests appear
Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*		
<b>Certificate Holder:</b>  State of New Hampshire Department of Environmental Services ATTN: Jeffrey Marcoux, Watershed Asst. Specialist 29 Hazen Drive PO Box 95 Concord, NH 03302-0095	<b>Companies</b>  By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>7/1/2011</u>	Please direct inquiries to:  Debra A. Lewis 603.226.4481

\*Terms in quotes are defined in the Member Agreement.



NH Local Government Center  
Property Liability Trust  
Membership as of 7/1/2010

## Local Government Center

Academy for Science & Design  
Allenstown School District  
Amherst School District  
Androscoggin Valley Regional RDD  
Ashuelot Pond Dam Village Dist  
Auburn School District  
Bartlett Village Water Precinct  
Bartlett-Jackson Ambulance  
BCEP Solid Waste  
Beebe River Village District  
Belknap County Conserv Dist  
Belmont Sewer  
Bethlehem Village District  
Brentwood School District  
Brookline School District  
Campton School District  
Campton Thornton Fire Dept  
Campton Village Precinct  
Candia School District  
Capital Area Fire Mutual Aid  
Center Ossipee Fire Precinct  
Central NH SPEC Operations Un  
Chesterfield Fire Precinct  
Chesterfield School District  
Chichester School District  
City of Concord  
City of Dover  
City of Franklin  
City of Lebanon  
City of Portsmouth  
City of Rochester  
City of Somersworth  
Claremont School District  
Colebrook Village Fire Precinct  
Concord Regional Solid Waste  
Contoocook Village Precinct  
Conway Village Fire District  
Coop Alliance for Seacoast Trans  
Copples Crown Village District  
Cornish School District  
Croydon School District  
Deerfield School District  
Dunbarton School District  
East Kingston School District  
Economic Corp of Newport  
Ellsworth School District  
Emerald Lake Village District  
Epsom School District  
Epsom Village District  
Equestrian Academy  
Errol Rescue Squad, Inc.  
Exeter Region Cooperative  
Exeter School District  
Fitzwilliam Village Water District  
Goffstown School District  
Goffstown Sewer Commission  
Goffstown Village Precinct  
Grafton County  
Grafton County Cons District  
Granite Lake Village District  
Grasmere Village Water Precinct  
Great Bay eLearning Charter  
Greater Derry-Salem Cooperative  
Greenville Estates Village District  
Groveton Village Precinct  
Harrisville School District  
Haverhill Corner Precinct  
Hillsboro-Deering School District  
Hinsdale School District  
Holderness School District  
Hollis School District  
Hollis-Brookline Cooperative  
Hooksett School District  
Hopkinton Village Precinct  
Howe Library  
Jackson Water Precinct  
Kearsarge Lighting Precinct  
Keene School District  
Kensington School District  
Lake Todd Village District  
Lakes Region Mutual Fire Aid  
Lamprey Regional Cooperative  
Ledyard Charter School  
Littleton Water and Light  
Local Government Center  
Lochmere Village District  
Lower Bartlett Water Precinct  
Marlborough School District  
Marlow School District  
Meriden Village Water District  
Meriden Volunteer Fire Dept  
MidWest NH Hazmat Mutual Aid Dist

NH Municipal Association  
Fax: 603.224.5406

Workers' Compensation Trust  
Fax: 603.226.2322

Property Liability Trust  
Fax: 603.226.2322

HealthTrust  
Fax: 603.226.2988

**Attachment A**  
**2010 Aquatic Resource Mitigation Fund Grants**

**Applications and Rankings**

<b>#</b>	<b>Grant Applicant</b>	<b>Location/Town</b>	<b>Total Score</b>
<b>1</b>	City of Franklin	Strolling Woods, Franklin	60
<b>2</b>	Town of Strafford, Bear-Paw Regional Greenways	Evans Mountain, Strafford	23

(Note: Each Committee member scores the projects and their scores are combined to create the total score.)

**Site Selection Committee List**

<b>Name</b>	<b>Agency/Organization</b>	<b>Title</b>	<b>Years of Experience</b>
Collis Adams	NHDES, Wetlands Bureau	Administrator	27
Melissa Coppola	NH Dept. of Resources & Economic Development	Administrator	9
Nancy Rendall	NH Association of Natural Resource Scientists	Vice President	25
Mike Marchand	NH Fish & Game Department	Nongame and Endangered Wildlife Program	10
Doug Bechtel	The Nature Conservancy	Director Freshwater Science & Conservation	12
Tracey Boisvert	Office of Energy and Planning	CLSP Director	18
Chris Wells	Society for the Protection of New Hampshire Forests	Director, Policy	15

Attorney Client Privileged

**STATE OF N.H. CONTRACT CHECKLIST**

1. Agency: <input type="text" value="DES - Wetlands"/>	2. Primary Agency Contact (for contract questions/discussion): <input type="text" value="Lori Sommer"/>
3. Primary Agency Contact Phone Number: <input type="text" value="271-4059"/>	4. Primary Agency Contact Email: <input type="text" value="lori.sommer@des.nh.gov"/>
5. Secondary Agency Contact (for contract return): <input type="text" value="Mary Ann Tilton"/>	6. Secondary Agency Contact Phone Number: <input type="text" value="271-2929"/>
7. Contractor Name: <input type="text" value="City of Franklin"/>	8. Price Limitation: <input type="text" value="\$131,500 from \$113,500"/>
9. Targeted G & C Closing Date: <input type="text" value="10/4/2012"/>	10. Targeted G & C Meeting Date: <input type="text" value="10/17/2012"/>
11. RUSH? <input type="checkbox"/> REQUESTED RUSH RETURN DATE FROM DOJ <input type="text"/> (If requested return date is less than two weeks from Targeted G & C Closing Date, please explain.)	

**PART 1: CONTRACT CHECKLIST FOR DEPARTMENT OF JUSTICE REVIEW - TO BE COMPLETED BY AGENCY**

Item	Verify	<input checked="" type="checkbox"/>	Comments
12. Execution	Fully and properly executed; all blocks on P-37 fully completed.	<input type="checkbox"/>	
13. Exhibit A Scope of Services (P-37)	Scope of Services described in detail.	<input type="checkbox"/>	
14. Exhibit B Payment Terms (P-37)	Contract price, method and terms of payment described in detail.	<input type="checkbox"/>	
15. Exhibit C Special Provisions (P-37)	Modifications, additions and/or deletions to Form P-37, General Provisions, described in detail.	<input type="checkbox"/>	
16. Secretary of State's Office Certificate of Good Standing ("CGS")	Individuals contracting in <u>their own name</u> do not need a CGS. Business organizations and trade names need a CGS, except for nonresident non-profit corporations.	<input type="checkbox"/>	
17. Certificate of Vote / Authority ("CVA")	Individuals contracting in <u>their own name</u> do not need a CVA. Business entities and trade names need a CVA.	<input type="checkbox"/>	
18. Certificate of Insurance	Certificate of Insurance form attached with insurance coverage required under the contract. Modifications of insurance coverage required under the contract specified in	<input type="checkbox"/>	



STATE OF N.H. CONTRACT CHECKLIST

**PART 2: CONTRACT CHECKLIST FOR DEPARTMENT OF ADMINISTRATIVE SERVICES REVIEW – TO BE COMPLETED BY AGENCY**

Item	Verify	✓	Comments
23. Request Letter – Requested Action	Requesting Party; purpose (to enter into a contract); contractor name/address; cost; services; timing; funding source.	<input type="checkbox"/>	
24. Request Letter – Funding & Funding Statement	Verify that funding is available; contingent upon future budgets; allocated by fiscal year; proper account numbers used.	<input type="checkbox"/>	
25. Request Letter – Explanation	Description of services; reason for retroactive or sole source; details of bidding process; proper statewide approvals obtained.	<input type="checkbox"/>	
26. DoIT Approval (if applicable)	Dept. of Information Technology Approval Letter attached.	<input type="checkbox"/>	
27. Personnel Approval (if applicable)	Director's signature on P-37 or approval letter attached.	<input type="checkbox"/>	
28. Lease Approval	Review/Approval by DAS/Bureau of Planning & Management, if applicable.	<input type="checkbox"/>	
29. Bid Evaluation/ Summary	Criteria & scoring; evaluation team members & qualifications included; bid-opening minutes.	<input type="checkbox"/>	
30. Central Services – Is a Statewide contract available?	Limit contract to period for which a statewide contract is not available.	<input type="checkbox"/>	
31. Memorandum of Understanding	One request for both agencies with all required information/approvals.	<input type="checkbox"/>	
32. Authorized Signor	Agency signatory must have legal authority (via statute or power of attorney) to contract on behalf of the State.	<input type="checkbox"/>	
33. Social Service Contracts	Provide latest F/S; list of BOD; key personnel & salaries; resumes of those involved in the project.	<input type="checkbox"/>	
34. Format	Pages double-sided; ¼ inch margins; font is 10 Pica or larger; all pages	<input type="checkbox"/>	

