



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



October 9, 2017

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

REQUESTED ACTION

Authorize the Department of Environmental Services to enter into an agreement with the Lake Winnepesaukee Association, Meredith, NH, (VC # 155053-B001) in the amount of \$65,000 to complete the *Moultonborough Bay and Winter Harbor Watershed Management Plan Development*, effective upon Governor and Council approval through December 31, 2019. 100% Federal Funds.

Funding is available in the account as follows:

	<u>FY 2018</u>
03-44-44-442010-2035-072-500575	\$65,000
Dept. Environmental Services, NPS Restoration Program, Grants-Federal	

EXPLANATION

The Department of Environmental Services (NHDES) issued a Request for Proposals (RFP) for the 2017 Watershed Assistance Grants program. The twenty-one 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; and, general quality and thoroughness of the proposal. Based on results of the selection process and available federal grant funding levels, the seven highest ranked watershed plan development projects, and the three highest ranked watershed plan implementation projects were selected to receive funding. Please see Attachment B for a list of project rankings and review team members.

The Watershed Assistance grants focus on the reduction of nonpoint source (NPS) pollution. NPS pollution occurs when rainfall, snowmelt, or irrigation water runs over land or through the ground, transporting materials which are then deposited into rivers, lakes, and coastal waters, or introduced into the groundwater. Pollutants can include chemicals, sediments, nutrients, and toxics which 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 programs address NPS pollution by promoting good land use practices on a watershed scale.

Lake Winnepesaukee is currently listed on the 2016 Draft 305(b)/303(d) list of threatened or impaired waters for primary contact recreation due to the occurrence of cyanobacteria (source unknown). It is imperative to continue working with communities around the lake in order to identify pollution sources

that are contributing to the impairment. A watershed management plan for the Moultonborough Bay and Winter Harbor subwatersheds will continue the progress in developing a comprehensive Lake Winnepesaukee Watershed Management Plan by providing watershed and water quality analyses that will identify sources of pollutants in the sub-watershed that are contributing nutrient loading to the lake.

Development of an EPA nine key element watershed management plan for the Moultonborough Bay subwatershed will result in the identification of sources of pollutants and the actions necessary to improve existing lake quality, aquatic habitat, and result in the removal of the waterbody from the State's 305(b)/303(d) list. Representatives from the communities of Moultonborough, Tuftonboro, and Wolfeboro, as well as, Lake Winnepesaukee Association, Geneva Point Center, Bald Peak Colony Club, summer camps, homeowner associations and residents will work together to develop an action plan of strategies that will protect the value, uses, and beauty of the lake for many generations.

The total project costs are budgeted at \$108,355. NHDES will provide \$65,000 (60%) of the project costs through a federal grant. A budget breakdown is provided in Attachment A. In the event that Federal Funds become no longer available, General Funds will not be requested to support this program. The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.



Robert R. Scott, Commissioner

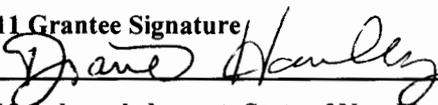
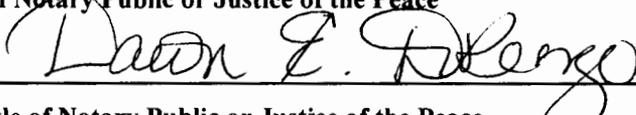
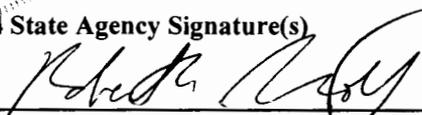
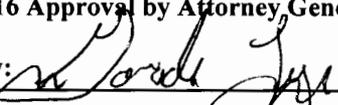
GRANT AGREEMENT

Subject: Moultonborough Bay and Winter Harbor Watershed Management Plan Development.

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATIONS AND DEFINITIONS

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301	
1.3 Grantee Name Lake Winnepesaukee Association		1.4 Grantee Address P.O. Box 1624 Meredith, NH 03253	
1.5 Effective Date Upon G&C approval	1.6 Completion Date December 31, 2019	1.7 Audit Date N/A	1.8 Grant Limitation \$65,000
1.9 Grant Officer for State Agency: Stephen C. Landry, Watershed Assistance Section Supervisor		1.10 State Agency Telephone Number 603-271-2969	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor DIANE HANLEY PRESIDENT	
1.13 Acknowledgment: State of New Hampshire, County of <u>Belknap</u> On <u>9/13/2017</u> , 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 			
1.13.2 Name & Title of Notary Public or Justice of the Peace Dawn E. DiRenzo, Notary			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Robert R. Scott, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By:  Attorney, On: <u>9/13/2017</u>			
1.17 Approval by the Governor and Council 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"), pursuant to RSA 21-O, 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 A (the scope of work being 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 in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the Effective Date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (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 B, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

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 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, compensation 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.

7. RECORDS AND ACCOUNTS.

7.1 Between the Effective Date and the date 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.

7.2 Between the Effective Date and the date 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 or 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.

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 such 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 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 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 OF AGREEMENT.

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 failure to perform the Project satisfactorily or on schedule; or

11.1.2 failure to submit any report required hereunder; or

11.1.3 failure to maintain, or permit access to, the records required hereunder; or

11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

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

11.2.1 give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 give the Grantee a written notice specifying the Event of

Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and 11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

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

12. TERMINATION.

12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

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

13. CONFLICT OF INTEREST. No officer, member or employee of the Grantee and no representative, officer of 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 interests 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, worker'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 A 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 of 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 AND BOND.

17.1 The Grantee shall, at its sole 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 worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 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. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice has been received by the State.

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 or 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.

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.

Exhibit A Scope of Services

The Lake Winnepesaukee Association shall perform the following tasks as described in the detailed proposal titled, *Moultonborough Bay and Winter Harbor Watershed Management Plan Development* submitted by the Lake Winnepesaukee Association January 31, 2017:

Objective 1: Contract with an Environmental Consultant to assist with the development of the watershed management plan (WMP).

Measures of Success: Contractual arrangement with a qualified environmental consulting firm to assist in the development of the Moultonborough Bay Watershed Management Plan that addresses U.S.

Environmental Protection Agency (EPA) elements "a-i" as outlined in objectives 3-8. Qualified consultant is identified; contract, scope of work, and budget are approved.

Deliverable 1: Provide NHDES with draft and final versions of the Request for Qualifications (RFQ) issued, consultant responses, documentation of interviews, if applicable, ranking spreadsheets, draft contract, and scope of work with selected consultant.

Task 1: Develop a State and Federal rules-compliant RFQ and submit a draft to NHDES for review and comment. Address comments and prepare the final RFQ. Publish the RFQ.

Task 2: Receive and evaluate submittals, and then select the most qualified consultant.

Task 3: Work with the selected consultant to define the scope of work.

Task 4: Develop the contracts and submit the draft contract to NHDES for review and approval.

Task 5: Address any NHDES comments, finalize and execute the contract.

Task 6: Hold kick-off Watershed Committee meeting. Publicize the meeting, and invite stakeholders to join in the planning process, and introduce the selected consultant.

Objective 2: Prepare Site-Specific Project Plan (SSPP).

Measures of Success: A SSPP will be completed by the consultant and approved by NHDES.

Deliverable 2: Develop the SSPP using the Generic Watershed Management Plan Quality Assurance Project Plan (QAPP) to address assimilative capacity, watershed load modeling, and best management practice (BMP)/ Nonpoint Source (NPS) load reduction management measures.

Task 7: Prepare a draft SSPP for all of the data analysis, modeling and assessment aspects of the project.

Provide the draft SSPP to NHDES for review and comment.

Task 8: Address draft SSPP comments and submit final SSPP to NHDES for review and approval.

Objective 3: Assemble water quality data and determine assimilative capacity for each water quality parameter.

Measures of Success: Total assimilative capacity, reserve assimilative capacity, and remaining assimilative capacity for total phosphorus, chlorophyll-a, and water clarity are calculated.

Deliverable 3: Documentation of the current in-lake concentration for phosphorus (P) and chlorophyll-a, median water clarity, and results of the assimilative capacity analysis for determination of the high quality water status of Moultonborough Bay and Winter Harbor.

- Task 9: Gather existing water quality data for Moultonborough Bay and Winter Harbor and determine if it is of acceptable quality for use in analysis of assimilative capacity as per the approved SSPP.
- Task 10: Determine the historical and current median P and chlorophyll-a levels for the deep water sites.
- Task 11: Calculate the reserve assimilative capacity available for each parameter to maintain and meet state nutrient criteria.
- Task 12: Analyze data to verify that assimilative capacity exists for current nutrient criteria for an oligotrophic waterbody.

Objective 4: Establish the water quality goal for phosphorus for Moultonborough Bay and Winter Harbor subwatersheds.

Measures of Success: A water quality goal for phosphorus will be approved by the water quality advisory committee (WQAC) and NHDES.

Deliverable 4: Documentation of the process required for formally arriving at the water quality goal for phosphorus.

- Task 13: Establish the WQAC including NHDES, UNH Center for Freshwater Biology, volunteer water quality monitors, and Town officials, to review existing data and set a water quality goal.
- Task 14: Establish the process for determining the water quality goal.
- Task 15: Implement and document the process. Hold a facilitated meeting with the WQAC, Steering Committee, and NHDES to agree on the water quality goal.

Objective 5: Identify current and future pollution sources.

Measures of Success: Individual sources identified with sufficient resolution to begin development of an action plan and prioritization.

Deliverable 5: Identification of the current and future pollution source loads by land use type for each subwatershed. Refining pollution source loads for each subwatershed based upon site specific knowledge using field ground-truthing methods.

- Task 16: Determine annual pollution source loads for each subwatershed using the Spreadsheet Tool for Estimating Pollutant Loads (STEPL) or other approved method. Submit current annual pollution source load estimates to NHDES.
- Task 17: Coordinate with trained volunteers to conduct land-use ground truthing surveys in the Moultonborough Bay subwatershed and Tuftonboro portion of the Winter Harbor subwatershed to inform the modeling work.
- Task 18: Using in-lake response models, including Vollenweider (or appropriate in-lake conversion model), in combination with empirical data, estimate in-lake phosphorus concentration and associated chlorophyll-a concentration. Submit to NHDES for review/ approval.
- Task 19: Run additional modeling scenarios including natural background and build-out under current zoning. Additional scenarios may be run for near term, planned future development, or others to meet the water quality targets.

Objective 6: Determine site specific stormwater treatment actions needed to maintain the water quality goal and future watershed conditions.

Measures of Success: Completion, and stakeholder approval of, a prioritized list of potential restoration sites.

Deliverable 6: Provide NHDES with a list of at least ten top-priority sites along targeted waterbodies, and documentation of the process used to arrive at that list as detailed in the tasks below.

Task 20: Determine phosphorus reductions needed to achieve the in-lake phosphorus water quality goal for current and future watershed conditions.

Task 21: Coordinate with the consultant to conduct watershed assessments for priority sub-watersheds to determine sites requiring mitigation; i.e. infiltration sites, culvert upgrades, streambank erosion sites. Provide photos, BMP descriptions, construction cost estimates.

Task 22: Estimate the load reductions expected for the management measures described under EPA element 'c' to maintain the water quality goal

Task 23: Review results of tasks 21 and 22 with the Steering Committee, and conduct preliminary overview of the prioritized BMP areas. Provide summary of identified sites and prioritization documentation to NHDES.

Objective 7: Develop an Action Plan that outlines responsible parties, potential funding sources, approximate costs, and an implementation schedule for each action aimed at improving water quality and the means to make the water quality goals a reality.

Measures of Success: Actions are identified that are realistically achievable and collectively will maintain the water quality goal.

Deliverable 7: A draft Action Plan which includes a description of the NPS management measures that will be used to achieve the needed load reduction as estimated under EPA element "b" (as well as to achieve other watershed goals identified in this watershed-based plan), and an identification (using a map or a description) of the critical areas in which those measures will be needed to implement this plan.

Task 24: Estimate the amounts of technical and financial assistance needed, associated costs, and the resources and authorities that will be relied upon to implement the management measures in the watershed management plan (element 'd').

Task 25: Review current land use regulations and ordinances in place within the Towns of Tuftonboro, Moultonborough, and Wolfeboro, and identify other potential non-structural BMPs needed in the watershed (Education/Outreach practices to be identified in Objective 8).

Task 26: Review a list of the proposed structural and non-structural BMPs with stakeholders and steering committee members in order to identify priority, and feasible schedule for the implementation of each BMP (element 'f').

Task 27: Develop and describe interim, measurable milestones for determining whether the NPS management measures or other control actions that are included in the watershed plan are being implemented as expected (element 'g').

Task 28: Coordinate with the consultant and the steering committee to assess the existing monitoring

program, and propose changes as needed, so that successful implementation of the plan can be evaluated as compared to the criteria developed in Task 30 (element i).

Task 29: Compile information about the identified structural and non-structural practices needed to achieve water quality goals, and then prepare the draft Action Plan. Prepare maps or other means of identifying location of BMPs.

Task 30: Develop a set of criteria or statistical analysis that can be used to determine whether the desired phosphorus loading is being achieved over time and if substantial progress is being made towards attaining water quality standards, and, if not, the criteria for determining whether this watershed based plan needs to be revised (element 'h').

Objective 8a: Provide multiple opportunities for participatory involvement for watershed residents during development of the WMP.

Measures of Success: Participation by 10 residents in calculating their stormwater footprint using the "What's your P?" calculator on website.

Deliverable 8a: Soak up the Rain Tuftonboro brochures, download of export from the Residential Loading Model online database, press releases for workshops, seminars, and Lake Summit meetings held.

Task 31: Assess stormwater awareness by promoting and tracking use of the online tool "What's Your P?" by watershed residents to determine their stormwater footprint. Coordinate with NHDES 'Soak up the Rain' program to have their display exhibited at local libraries.

Task 32: Hold a Lake Summit (State of the Lake) informational meeting on the lake's challenges and issues.

Task 33: Recruit and train volunteers to conduct water quality monitoring in areas of Moultonborough Bay where additional monitors are needed (University of New Hampshire Lay Lakes Monitoring Program protocols).

Objective 8b: Educate watershed residents and businesses through outreach.

Measures of Success: Numbers of businesses and residents engaged and materials distributed, and increased membership/activity in the Winnepesaukee Environmental and Community Action Network (WE-CAN).

Deliverable 8b: Summary of outreach conducted throughout the watershed.

Task 34: Conduct outreach on the Moultonborough Bay WMP. Invite speakers to the annual meetings for lake/homeowner/road associations to update the membership on the progress of the watershed plan and the importance of reducing pollutant loading to Moultonborough Bay and Winter Harbor area.

Task 35: Conduct outreach on water quality and watershed issues. Partner with the town of Tuftonboro, Mirror Lake Protective Association, New Hampshire Lakes Association to provide educational opportunities on lake and watershed issues during special town events such as Old Home Weekend.

Task 36: Build capacity in the Winnepesaukee Environmental and Community Action Network (WE-

CAN). The WE-CAN provides information on projects within the Winnepesaukee watershed, resources available, and is a communication vehicle for stakeholders to share and comment on issues of concern, and offers opportunities for active participation.

Objective 9: Publish a Watershed Management Plan for Moultonborough Bay and the Winter Harbor subwatersheds through integration with the existing Winnepesaukee Gateway website.

Measures of Success: The Moultonborough Bay and Winter Harbor Watershed Management Plan is approved and uploaded to the website.

Deliverable 9: Draft and final watershed management plans in pdf format. Online version of the plan uploaded to the Winnepesaukee Gateway website.

Task 37: Submit draft WMP components to NHDES and Steering Committee for initial review and comment.

Task 38: Coordinate with the Steering Committee, project managers, and stakeholders to review the draft watershed management and plan and provide comments.

Task 39: Compile, review and integrate comments into the draft WMP, and prepare the final version of the WMP.

Task 40: Integrate the final WMP into the Winnepesaukee Gateway website. Provide NHDES with electronic copies of model(s) used to develop the plan along with an electronic copy of the Moultonborough Bay and Winter Harbor watershed plan components uploaded to the Gateway website.

Task 41: Publicize and hold stakeholder meeting to communicate results of the plan.

Objective 10: BMP Designs.

Measures of Success: Designs are delivered that can be readily implemented at specific locations in the watershed.

Deliverable 10: Final design plans, cost estimates and bid packages for up to four BMPs.

Task 42: Identify and provide preliminary designs for up to four BMPs identified in Objective 6. Consider estimated load reduction, cost, feasibility, and opportunity to select BMPs for design. Submit proposed selections to NHDES for review and approval.

Task 43: Design final plans, prepare cost estimates and bid packages for up to four BMPs identified in the WMP (number depends on complexity of the BMP). Provide documentation to NHDES for review and approval.

Objective 11: Prepare semi-annual reports and a final project report for NHDES.

Measures of Success: Timely semi-annual status reports, pollutants controlled reports, and final report to NHDES.

Deliverable 11: Semi-annual reports and final grant report to NHDES.

Task 44: Submit electronic semi-annual reports documenting all work performed during the project period 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

The semi-annual reports shall include a Pollutants Controlled Report when structural BMPs have been implemented during the reporting period. In the event that 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 45: Submit a comprehensive final report to NHDES on or before the project completion date. The final report shall comply with the NHDES and U.S. Environmental Protection Agency requirements found in the final report guidance document 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”.

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

Operation includes the administration, management, and performance of non-maintenance actions needed to keep the completed practice safe and functioning as intended. Maintenance includes work to prevent deterioration of the practice, repairing damage, or replacement of the practice to its original condition if one or more components fail. The Grantee shall assure that any sub-award of Section 319 funds similarly include the same condition in the sub-award. Additionally, both EPA and NHDES reserve the right to periodically inspect a practice during the life span of the project to ensure that operation and maintenance are occurring. If it is determined that the participants are not operating and maintaining these practices in an appropriate manner, NHDES may request a refund for that practice supported by the grant.

Exhibit B
Method of Payment and Contract Price

Procurements of goods or services made with grant funds, or those credited as non-federal match, shall comply with the terms of this agreement, and must be reported to NHDES. Documentation of non-federal match credit shall be provided with each payment request. The cumulative match value for the project shall meet or exceed the amount of grant funds received multiplied by 0.667 (e.g. \$65,000 grant X 0.667 = \$43,355 minimum match required). The grantee shall submit payment requests, procurement reports, and match documentation on the forms provided by NHDES. Payment shall be made in accordance with the following schedule (see next page) based upon satisfactory completion of specific tasks, and receipt of deliverables as described in Exhibit A:

Upon completion and NHDES approval of Task 1	\$1,000
Upon completion and NHDES approval of Task 2	\$700
Upon completion and NHDES approval of Task 3	\$500
Upon completion and NHDES approval of Task 4	\$125
Upon completion and NHDES approval of Task 5	\$125
Upon completion and NHDES approval of Task 6	\$1,500
Upon completion and NHDES approval of Task 7	\$900
Upon completion and NHDES approval of Task 8	\$500
Upon completion and NHDES approval of Task 9	\$150
Upon completion and NHDES approval of Task 10	\$300
Upon completion and NHDES approval of Task 11	\$250
Upon completion and NHDES approval of Task 12	\$500
Upon completion and NHDES approval of Task 13	\$700
Upon completion and NHDES approval of Task 14	\$950
Upon completion and NHDES approval of Task 15	\$1,100
Upon completion and NHDES approval of Task 16	\$4,800
Upon completion and NHDES approval of Task 17	\$500
Upon completion and NHDES approval of Task 18	\$1,250
Upon completion and NHDES approval of Task 19	\$6,950
Upon completion and NHDES approval of Task 20	\$800
Upon completion and NHDES approval of Task 21	\$9,000
Upon completion and NHDES approval of Task 22	\$2,500
Upon completion and NHDES approval of Task 23	\$1,500
Upon completion and NHDES approval of Task 24	\$1,000
Upon completion and NHDES approval of Task 25	\$600
Upon completion and NHDES approval of Task 26	\$600
Upon completion and NHDES approval of Task 27	\$800
Upon completion and NHDES approval of Task 28	\$500
Upon completion and NHDES approval of Task 29	\$150
Upon completion and NHDES approval of Task 30	\$750
Upon completion and NHDES approval of Task 31	\$500
Upon completion and NHDES approval of Task 32	\$1,000
Upon completion and NHDES approval of Task 33	\$250
Upon completion and NHDES approval of Task 34	\$1,000
Upon completion and NHDES approval of Task 35-36	\$300
Upon completion and NHDES approval of Task 37-38	\$5,000
Upon completion and NHDES approval of Task 39	\$500
Upon completion and NHDES approval of Task 40	\$3,500
Upon completion and NHDES approval of Task 41	\$1,400
Upon completion and NHDES approval of Task 42	\$6,000
Upon completion and NHDES approval of Task 43	\$2,150
Upon completion and NHDES approval of Task 44	\$1,200
Upon completion and NHDES approval of Task 45	<u>\$1,200</u>
Total	\$65,000

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.

Exhibit C Special Provisions

Subparagraph 1.7 of the General Provisions shall not apply to this Agreement.

Subparagraph 17.1.2 of the General Provisions shall be amended to read “general liability insurance, in amounts not less than \$1,000,000 per occurrence, \$2,000,000 aggregate; and”.

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 # 66.605. 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) by providing NHDES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data information as required under the FFATA. The Grantee’s DUNS number is 067515291.

In addition to the General Provisions of Paragraph 1 through 23, the following provisions as 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, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific Federal requirements detailed in 2 CFR Part 200 Subpart E.

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.

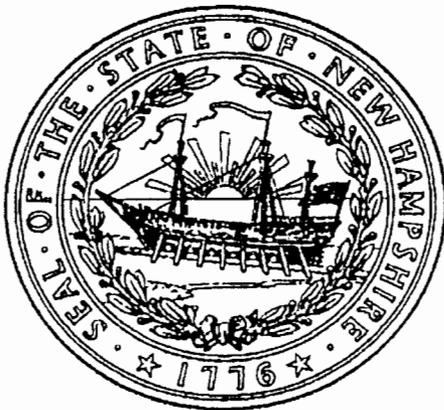
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LAKE WINNIPESAUKEE ASSOCIATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 18, 1976. 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: 64097



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,

this 10th day of April A.D. 2017.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner

Secretary of State

CERTIFICATE of AUTHORITY

I, Rick DeMark, Secretary of the Lake Winnepesaukee Association, do hereby certify that:

- (1) I am the duly elected Secretary;
- (2) at the meeting held on September 12, 2017, the Lake Winnepesaukee Association voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Lake Winnepesaukee Association further authorized the President to execute any documents which may be necessary for this contract;
- (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (5) the following person has been appointed to and now occupies the office indicated in (3) above:

Diane Hanley

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Lake Winnepesaukee Association, this 13 day of September, 2017.



Rick DeMark (Secretary)

STATE OF NEW HAMPSHIRE

County of Belknap

On this the 13 day of September, 2017, before me Sandra S. Glavey ~~Rick DeMark~~ the undersigned officer, personally appeared Rick DeMark who acknowledged him/herself to be the Secretary of the Lake Winnepesaukee Association being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.



Name: Sandra S. Glavey (signature above)

Commission Expiration Date: 9-7-2021



**Attachment A
Budget Estimate**

Budget Item	s319 Grant Funding	Non-Federal Matching Funds
Salaries & Wages	\$16,750	\$18,075
Indirect costs	\$0	\$4,985
Travel and Training	\$0	\$120
Contractual	\$48,250	\$10,845
Supplies and Equipment	\$0	\$7,940
Construction	\$0	\$1,390
Total Project Cost	\$65,000	\$43,355

Attachment B: Watershed Assistance and Restoration Grant Ranking

Projects Implementing Watershed Plans												
Organization	Project Name	Amount requested	Reviewer 'A'	Reviewer 'B'	Reviewer 'C'	Reviewer 'D'	Reviewer 'E'	Reviewer 'F'	Reviewer 'G'	Average Score	Rank	Rank
NH-DES Dam Bureau	Sawyer Mill Dam Removal Project Phase 3 - Construction	\$ 100,000	96	92	97	88	95	95	66	89.9	1	1
Town of Wolfeboro	Lake Wentworth Crescent Lake WMP Implementation Phase 3, Route 109 Roadside and Camp Bernadette Shoreline BMPs	\$50,000	77	79	76	58	84	66	75	73.6	2	2
Messer Pond Protective Association	Messer Pond Watershed-Based Implementation Plan - Phase 1, County Road BMPs	\$10,000	75	66	64	66	80	75	74	71.7	3	3
Cobbett's Pond Improvement Association	Cobbett's Pond Restoration Plan Implementation IV - Beta Vista Area	\$100,000	82	84	78	76	82	88	60	78.6	Selected for 2018*	Selected for 2018*
Town of Durham	Little Hale Pond Dam Removal and Stream Restoration Project	\$75,000	76	85	69	71	85	71	58	73.4	Selected for 2018*	Selected for 2018*
Green Mountain Conservation Group	Oswego Lake Watershed Management Plan Phase 3 - A Watershed Plan for the Bearcamp River Subwatershed	\$50,000	76	72	73	74	82	60	69	72.3	Selected for 2018*	Selected for 2018*
UNH Stormwater Center	Great Bay Watershed/Watershed Nitrogen Non-Point Source Study Implementation, Phase 3 - University of New Hampshire BMPs to Reduce Nitrogen	\$75,000	70	82	78	85	75	74	50	70.8	Selected for 2018*	Selected for 2018*
Stratford Regional Planning Commission	Oyster River, Watershed Management Plan Implementation, Phase 1- Permissible Reactive Barrier Installations Project	\$50,000	76	78	74	61	82	72	47	70.0	Selected for 2018*	Selected for 2018*
Pleasant Lake Protective Association	Pleasant Lake Watershed Plan Implementation, Phase II	\$75,000	69	71	65	66	60	83	55	69.9	Not selected	Not selected
Spoofford Lake Protective Association	Spoofford Lake Watershed Management Development and Implementation, Demonstration BMPs	\$50,000	73	77	74	58	81	75	46	69.1	Not selected	Not selected
Southern Region Planning Commission	Lake Warren Watershed Implementation Project, Phase 2	\$100,000	77	61	76	63	83	44	58	65.1	Not selected	Not selected

Projects Developing Watershed Plans												
Organization	Project Name	Amount requested	Reviewer 'A'	Reviewer 'B'	Reviewer 'C'	Reviewer 'D'	Reviewer 'E'	Reviewer 'F'	Reviewer 'G'	Average Score	Rank	Rank
Nippo Lake Association	Nippo Lake Watershed Management Plan Phases 3 and 4, Additional Watershed Planning and Implementation of BMPs	\$75,000	89	83	83	78	91	82	74	82.9	1	1
Gregg Lake Association	Gregg Lake Watershed Management Plan Development	\$25,000	92	85	80	67	84	85	64	79.6	2	2
Lake Winnepesaukee Association	Moultonborough Bay Watershed Plan Development	\$65,000	76	84	79	78	82	88	70	79.6	3	3
Lakes Region Planning Commission	Winnisquam Watershed Plan - Phase I Groundwork for a Watershed Planning Process	\$10,000	72	83	73	67	80	86	60	74.4	4	4
Squam Lakes Association	Squam Lakes Watershed Plan Development—Phase 1	\$50,000	81	74	82	62	75	70	72	73.7	5	5
Lake Sunapee Protective Association	Sunapee Watershed Management Plan Development, 2017	\$50,000	69	81	80	66	82	62	73	73.3	6	6
Upper Merrimack Watershed Association	Turkey River Watershed Restoration and Management Plan	\$50,000	90	74	67	59	85		61	72.7	7	7
Jennetts Pond Shore Owners Association	Jennetts Pond Watershed Development Plan	\$28,000	72	64	73	55	77	31	57	61.3	Not selected	Not selected
UNH Stormwater Center	Pollutant Hot Spot Mapping for New Hampshire's Coastal Communities: Identifying Critical Area for Nonpoint Source Management	\$76,000	65	68	56	60	76	50	45	58.9	Not selected	Not selected
Town of Newmarket	Moonlight Brook Watershed Based Planning for Water Quality and Climate Resiliency	\$100,000	58	70	67	48	43	64	63	59.0	Not selected	Not selected

*Funding for planning projects was available in 2017 and development of watershed-based plan projects were prioritized accordingly. Implementation projects scoring 70 points or greater but requesting more than \$50,000 will be funded in FFY2018 pending available funding. Partial funding for construction projects is not allowed.

Name	Qualifications
Steve Landry	20 years experience, Watershed Assistance Section Supervisor, project management, Merrimack watershed and fluvial geomorphology, expertise
Jeff Marcoux	14 years experience, Watershed Coordinator, Project management, grant and contract expertise
Barbara McMillan	15 years Watershed Assistance Outreach Coordinator, outreach and education and stormwater expertise
Sally Soule	20 years experience, Coastal Watershed Coordinator, project management, Coastal watershed expertise
Wendy Washin	15+ years experience, Grants Specialist, budgeting, planning, project assistance expertise
Katie Zink	7 years experience, Watershed Assistance Specialist, surface and drinking water sampling, microbial expertise
Rob Livingston	29 years experience, Watershed pollution specialist, BMP, pollution source investigation expertise, Field training of local municipalities in watershed pollution source tracking and identification, Environmental complaints field investigator