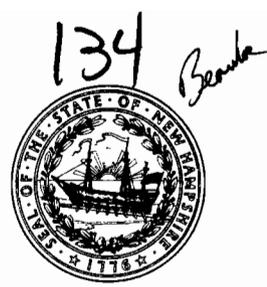




The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

May 8, 2013

Her Excellency, Governor Margaret Wood Hassan
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 Watershed Association, Meredith NH, (VC #155053) in the amount of \$57,290 to complete the *Waukegan Watershed Management Plan Implementation, Phase 1: Septic System Improvement Initiative*, effective upon Governor and Council approval through December 31, 2015. 100% Federal Funds.

Funding is available in the accounts as follows:

	<u>FY 2013</u>
03-44-44-442010-2035-072-500575 Dept. Environmental Services, NPS Restoration Program, Grants-Federal	\$28,800
03-44-44-442010-7602-072-500575 Dept. Environmental Services, Surface Water Quality PPG, Grants-Federal	\$16,750
03-44-44-442010-4718-072-500575 Dept. Environmental Services, DWSRF Administrating, Grants- Federal	\$11,740

EXPLANATION

The Department of Environmental Services (DES) issued a Request For Proposals (RFP) for the 2013 Watershed Assistance Grants program. Fifteen proposals were received. The proposals 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. Bonus points were available for projects that: implemented a watershed management plan; reduced nitrogen loading to Great Bay; or, addressed waters impaired by hydro-modification. Based on results of the selection process and available federal grant funding levels, the nine highest ranked 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. These materials can 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 managing land use and drainage on a watershed scale.

Both Lake Winona and Lake Waukegan are listed on the NH 303(d) list of impaired waters as not supporting the aquatic life designated use due to low dissolved oxygen (DO) concentration and DO saturation. Pollutant sources are currently listed as unknown. Lake Waukegan is also listed as not supporting primary contact recreation due to cyanobacteria. The Meredith, Paugus, Saunders Bay Subwatershed Management Plan completed in 2010 estimated the total phosphorus loading for the Waukegan Watershed between 286 and 441 kilograms per year, depending on the estimated failure rate of existing septic systems. Based on the recent septic system risk analysis completed by the Waukegan Watershed Advisory Committee (WWAC), it is believed that the nutrient loading from septic systems may have been significantly underestimated, and that as many as 30% of the septic systems located on Lakes Winona and Waukegan may be in failure or at high risk of failure.

To address nutrient loading from failing septic systems, the Waukegan Watershed Septic System Improvement Initiative will provide cost sharing grants to property owners to repair, upgrade, or replace their onsite wastewater disposal system. Although all properties located within the Lake Waukegan Watershed will be eligible, priority will be given to properties with septic systems identified as high risk located within 250-feet of Lake Waukegan and Lake Winona as nutrient loading in these critical areas poses a threat to public health. Grants will provide one third of the cost toward improvement to an existing onsite wastewater disposal system, up to a maximum of \$4,000. Through this cost sharing program, the Septic System Improvement Initiative will result in the repair, upgrade, or replacement of the onsite wastewater disposal systems identified to be presenting the greatest potential impact to surface waters in Lakes Waukegan and Winona.

The DES also issued a request for proposals for 2013 Local Source Water Protection Grants. These grants can be used to develop and implement protection plans for active sources of public drinking water. Sixteen proposals were received. The proposals were evaluated and ranked based on criteria included in the request for proposals such as whether the project fulfills a component of a source water protection program, that the proposed project addresses appropriate threats, and that the project will deliver a valuable and useful product. Based on results of the selection process and available federal grant funding levels, six of the highest ranked source protection planning projects and three of the highest ranked source security projects were selected to receive funding. See attachment C for the proposal rankings and list of reviewers.

The WWAC will use the Source Water Protection grant funds to address nutrient loading on Lake Waukegan, which is the Town of Meredith's drinking water supply, by providing cost sharing incentives to property owners located within 250 feet of Lake Waukegan to conduct onsite wastewater disposal (septic) system evaluations to identify properties located within 250 feet of Lake Waukegan

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and the Honorable Council
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with potentially high risk septic systems. Grants will provide 50% of the cost of each evaluation, up to \$250 for a maximum of 31 evaluations.

The total project costs are budgeted at \$91,007. DES will provide \$45,550 of the project costs through a Clean Water Act Section 319 federal grant, and the Lake Winnepesaukee Watershed Association will provide the required 40% minimum matching funds through cash and in-kind services (\$33,717). DES will also provide \$11,740 funded by set-asides under the Drinking Water State Revolving Loan Fund. 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.


Thomas S. Burack, Commissioner

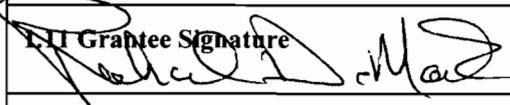
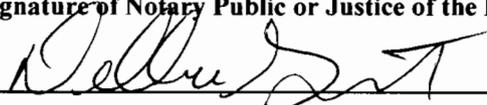
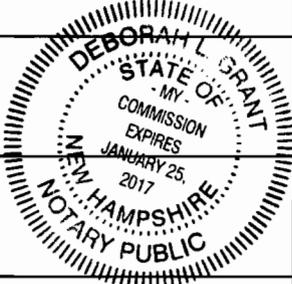
GRANT AGREEMENT

Subject: Waukewan Watershed Management Plan Implementation, Phase 1: Septic System Improvement Initiative

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 Watershed 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, 2015	1.7 Audit Date N/A	1.8 Grant Limitation \$57,290
1.9 Grant Officer for State Agency Eric Williams, Watershed Assistance Section Supervisor		1.10 State Agency Telephone Number 603-271-2358	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor Richard DeMark, Secretary	
1.13 Acknowledgment: State of New Hampshire, County of <u>Bellknop</u> On <u>4/13/2013</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 (Seal) 			
1.13.2 Name & Title of Notary Public or Justice of the Peace			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Thomas S. Burack, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution)			
By: 		Attorney, On: <u>5/10/13</u>	
1.17 Approval by the Governor and Council			
By:		On: <u> / /</u>	

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 Service

Part I: Scope of Services for Local Source Water Protection Program Grant

The Lake Winnepesaukee Watershed Association (LWWA) will use the grant funds to address nutrient loading on Lake Waukegan, which is the Town of Meredith's drinking water supply, by providing cost sharing incentives to property owners located within 250 feet of Lake Waukegan to conduct onsite wastewater disposal (septic) system evaluations. Specifically, the following tasks, as described in the grant application submitted to DES, will be accomplished:

SW1. Contractor Selection

- a. Develop a Request for Qualifications (RFQ) for a NHDES-permitted septic system designer who is also a GSDI-certified septic system evaluator. Submit RFQ to DES for review. RFQ will include a septic system evaluation and certification form based upon the template provided by the Town of Meredith in Appendix 1 of their recently adopted septic system regulations in the Lake Waukegan Watershed.
- b. After approval from DES, issue RFQ.
- c. Evaluate contractor submittals and qualifications.
- d. Select contractor and develop contract agreement. Submit contract to DES for review.

SW2. Property Identification (in conjunction with Part II - Tasks 8 and 9)

- a. Identify properties located within 250 feet of Lake Waukegan with potentially high risk septic systems. High risk criteria to be based on whether a record of operational approval is found, whether any record of the system is found, or the system is over 25 years old.

SW3. Recruit Septic System Owners (in conjunction with Part II - Tasks 10 through 12)

- a. Develop septic system evaluation application form.
- b. Conduct outreach to property owners for voluntary participation in the program.
- c. Receive septic system evaluation applications from property owners who wish to participate in the program and develop agreements.
- d. Develop prioritized list of eligible high risk properties whose owners wish to participate.

SW4. Septic System Evaluations

- a. Contractor will conduct up to 31 evaluations in accordance with applicable state and *Meredith Regulations Pertaining to Certain Subsurface Wastewater Disposal Systems in the Lake Waukegan Watershed Ordinance* requirements, using a form noted under SW1(a) and procedures approved by DES. Pay contractor 50% of the cost of each evaluation, up to \$250.

SW5. Final Report

- a. Develop final report and submit to DES.

Part II: Scope of Services for Watershed Restoration Grant

The Lake Winnepesaukee Watershed Association (LWWA) shall perform the following tasks as described in the detailed proposal titled *Waukegan Watershed Management Plan Implementation, Phase I: Septic System Improvement Initiative* submitted by the LWWA, dated November 21, 2012:

Objective 1: Preliminary Planning

Measures of Success: The process and materials for implementation of the cost sharing grant program will be developed.

Deliverable 1: Materials for implementing the cost sharing grant program will be developed and provided to DES; the process to be followed, cost sharing grant application, reimbursement process and project documentation required, etc.

Task 1: Contact the town officials in Center Harbor, Meredith, and New Hampton and inform them of the cost sharing grant program.

Task 2: Research and review similar cost sharing grant programs and submit findings to DES for review and approval. Develop cost sharing grant implementation documents to address eligibility requirements, reimbursement process, and documentation required.

Task 3: Submit draft grant program materials to DES for review and approval.

Task 4: Distribute grant program materials to community representatives, LWWA Board, and potential septic system design/installer for review, comment and approval.

Task 5: Hold a meeting to announce the cost sharing program, providing background information on the impact of nutrient loading to the watershed, the role of septic systems and importance of proper maintenance, etc.

Objective 2: Preparation of site specific project plan (SSPP)

Measures of Success: A SSPP will be completed and approved by DES.

Deliverable 2: Provide DES with an approvable SSPP using the Generic Watershed Management Plan QAPP to address BMP/ NPS load reduction management measures.

Task 6: Prepare and submit a SSPP to DES for review and comment. The SSPP will cover all of the septic system data analysis, modeling and assessment aspects of the project.

Task 7: Address draft SSPP comments and submit final SSPP to DES for approval and signatures.

Objective 3: Identify and develop inventory of properties on Lakes Waukegan and Winona with potentially high risk subsurface wastewater disposal systems, and conduct outreach to property owners for voluntary participation in the program.

Measures of Success: Signed agreements between LWWA and selected property owners.

Deliverable 3: Provide DES with documentation of an up to date list of properties located with potentially high risk septic systems, and receipt of applications for financial assistance from property owners interested in participating in the program.

Task 8: Complete identification, review and verification of town records in Meredith, Center Harbor, and New Hampton of properties located within 250 feet of Lakes Waukegan, Winona, and perennial

tributaries. Review the tax maps and records of all eligible properties in the three towns to identify and verify systems without any record, operational permit or approval, and date installed.

Task 9: Compile an updated spreadsheet including lot number, property address, property owner, mailing address, DES Construction/Operational Approval number, etc. This inventory will serve as an initial Septic System Maintenance program tracking method.

Task 10: Draft letter, obtain DES approval and then mail letters to the owners of potentially high-risk properties announcing the cost sharing incentive program and outlining the eligibility criteria, grant approval and reimbursement process.

Task 11: Develop ranking and prioritization protocol reflecting operational status and septic system evaluations completed under Task SW4(a). Submit draft ranking protocol to DES for review and approval.

Task 12: Coordinate with project team to review and rank applications for cost sharing assistance using priority protocol developed in Task 11. Applications will be accompanied by completed evaluations developed under SW3(a) or the existing evaluation and certification form provided by the Town of Meredith. Applications accompanied by evaluations developed under SW3(a) will be given priority. In the case of a failing system or cesspool, the property will be ranked high risk, documentation of failure will be provided along with the \$100 application fee to cover the cost of a site visit by the program evaluator. Notify selected property owners of approval and obtain signed agreements.

Objective 4: Septic System Improvements completed

Measures of Success: Properties within 250 feet of Lake Winona and Waukegan with septic systems at high risk of failure or in failure will have repairs, upgrades or replacements made. Property owners will sign permission forms allowing for future septic system function analyses and environmental monitoring protocols to be carried out on their property.

Deliverable 4: Provide DES with copies of approved construction plans and Approvals for Septic System Operation for those systems that were repaired, upgraded, or replaced.

Task 13: Work with grant recipients to ensure that repairs, upgrades, or replacements are made at individual property sites. Property owners will individually contract with a NH Licensed Septic Designer/Installer to perform the necessary improvements to the onsite wastewater disposal system. The homeowner will not make any award 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." Property owners will be responsible for the full design and construction costs.

Task 14: Secure copies of approved construction plans and Approvals for Septic System Operation for completed repairs, upgrades, or replacements, and provide reimbursement to property owners as per the cost sharing assistance agreement.

Task 15: Develop a monitoring and tracking plan for LWWA and community use in tracking septic system maintenance, and compliance with the 3-5 yr pumping requirement for grant recipients.

Objective 5: Educate watershed residents through outreach

Measures of Success: Number of attendees at Septic Sense workshop, number of best alternative septic system technologies installed by property owners, number of additional BMPs adopted by shorefront property owners

Deliverable 5: Provide DES with documentation of the Septic Sense Workshop, and summary of outreach efforts.

Task 16: Hold a public Septic Sense Workshop in Meredith that will provide attendees/participants with information regarding the proper care & maintenance of septic systems, and showcase new alternative technologies available for small lots or difficult sites.

Task 17: Estimate the load reductions expected for each septic system improvement made using STEPL or other models as per the approved QA document.

Task 18: Publicize and hold meetings with community officials to communicate progress and results of tasks 14 and 16.

Task 19: Provide grant recipients with Septic System BMP guidance and the NH Homeowner's Guide to Stormwater Management

Objective 6: Grant Reports and documentation

Measures of Success: Delivery of acceptable grant reports, match documentation, invoices, etc.

Deliverable 6: Semi-annual reports documenting all work performed on the project at the appropriate intervals throughout the duration of the project. The semi-annual reports shall comply with the DES and EPA requirements found in the semi-annual report guidance document provided to grant recipients by DES. Prepare and submit a comprehensive final report in both electronic and hard-copy to DES on or before the project completion date. The final report shall include a description of all tasks completed and shall comply with the DES and EPA requirements found in the final report guidance document provided to grant recipients by DES.

Task 20: Prepare and submit electronic semi-annual reports with supporting deliverables and tasks completed for each reporting period to DES during the project period.

Task 21: Submit final project report in electronic and hardcopy to DES before the project's Completion Date.

Quarterly progress report forms relative to tasks completed under Part I must be completed by grant recipients or their subcontractor and submitted to DES every three months beginning with the first full 3 month quarter after grant approval from Governor & Council. Semi-annual reports completed under Part II can be submitted as a quarterly report required under Part I.

Additional Requirements of the Agreement

Quality Assurance

All project activities which are to be guided by a Quality Assurance document such as a Quality Assurance Project Plan (QAPP) or Site Specific Project Plan (SSPP) must **not** begin prior to DES/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 DES prior to distribution and shall include the DES 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 (NHDES) with Clean Water Act Section 319 funds, and by a Local Source Water Protection Grant from NHDES with Safe Drinking Water Act state revolving loan set-aside funds, both 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 DES. The Grantee shall provide DES 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 obtain written operation and maintenance (O&M) agreements from landowners of properties where BMPs are implemented. The Grantee shall assure that any O&M agreement or sub-award of Section 319 funds shall likewise include the same O&M requirements and conditions as this Agreement. Additionally, both EPA and DES 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, DES may request a refund for that practice supported by the grant.

Exhibit B
Contract Price and Method of Payment

No Tasks shall be eligible for payment until the Grantee receives written notification from DES that project work may begin. All services shall be performed to the satisfaction of DES before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of an associated invoice. Documentation of match costs associated with Tasks 1 through 21 (including the value of volunteer labor) shall be provided with each payment request. The final invoice for Tasks 1 through 21 shall include total match cost documentation of \$33,717 Payment shall be made in accordance with the following schedule based upon completion of specific tasks described in Exhibit A

Upon completion and DES approval of Tasks 1 through 4	\$1,000
Upon completion and DES approval of Task 5	\$500
Upon completion and DES approval of Tasks 6 and 7	\$500
Upon completion and DES approval of Task 8	\$400
Upon completion and DES approval of Task 9	\$200
Upon completion and DES approval of Task 10	\$200
Upon completion and DES approval of Task 11 and 12	\$1,875
Upon completion and DES approval of Tasks 13 and 14	\$40,000

Individual Payment Requests not to exceed \$4,000 per system will be processed by DES upon receipt of plans and Approvals for Septic System Operation as stipulated in Task 14. Total payment for Tasks 13 and 14 shall not exceed \$40,000.

Upon completion and DES approval of Task 15	\$125
Upon completion and DES approval of Task 16	\$150
Upon completion and DES approval of Tasks 17 through 19	\$100
Upon completion and DES approval of Tasks 20 and 21	\$500
Upon completion and DES approval of Task SW1	\$1,220 *
Upon completion and DES approval of Task SW2	\$440 *
Upon completion and DES approval of Task SW3	\$1,120 *
Upon completion and DES approval of Task SW4	\$8,760 *

Individual Payment Requests will be processed by DES as evaluations are completed and submitted with verification materials stipulated under SW1a and SW4. Total payment for Task SW4 shall not exceed \$8,760.

Upon completion and DES approval of Task SW5	\$200 *
Total	\$57,290

*** If invoice is less than initial estimate only the amount on the invoice will be paid.**

Funding for Tasks 1 through 21 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. Funding for Tasks SW1 through SW5 is provided through a Source Water Protection Grant from the NH Department of Environmental Services with Drinking Water State Revolving Fund Set-Asides with 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.

Federal Funds paid under this agreement are from a Grant Agreement to the State from the US Environmental Protection Agency, Impaired Waters Restoration Grant under CFDA # 66.460, and Drinking Water State Revolving Fund Set-Asides under CFDA #66.468. 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 DES with their Data Universal Numbering System (DUNS) number. 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 EPA 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 40 CFR 31.20 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 40 CFR part 31.22; and OMB Circular A-87.

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 40 CFR 31.24 and OMB Circular A-87.

V) **Property Management.** The Grantee shall comply with the property management and procedures detailed in 40 CFR 31.32 and 40 CFR 31.33.

VI) **Debarment and Suspension.** The grantee shall comply with 40 CFR part 31.35. By signing and submitting the Agreement, the Grantee certifies that they have not been debarred or suspended by a government agency. The Grantee will not make any award 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 40 CFR 31.36 which include procurement standards, competition, methods of procurement, contract cost and price, agency review, bonding requirements, and contract provisions.

- a. Assignment of Subcontracts. The Contractor shall not assign, or otherwise transfer any interest in this contract without the prior written consent of the Contract Owner and the State.
- b. Subcontracts. The Contractor 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 any 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.
- c. Payment to consultants. Grant payments to individual consultants retained by the Contractor (excluding overhead) are limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18). Maximum daily rates may change annually or more often. As of January 1, 2010, the limit is approximately \$598 per day and \$74.75 per hour. This amount does not include transportation and subsistence costs, in accordance with normal travel reimbursement practices. The Contractor may pay consultants more than this amount, but the excess amount shall not be paid with federal grant funds. Contracts with firms for services which are awarded using the procurement requirements in 40 CFR 31.36 are not affected by this limitation.

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 OMB Circular A-87 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 40 CFR Part 36 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Grantee certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.

XI) **Bonding requirements.** For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (currently \$100,000), 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) **Additional contract provisions.** The Grantee shall comply with the following as applicable:

- a. Comply with Executive Order 11246 of September 24, 1965, entitled "**Equal Employment Opportunity**," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their subcontractors)
- b. Comply with the **Copeland "Anti-Kickback" Act** (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subcontracts for construction or repair)
- c. Comply with Sections 103 and 107 of the **Contract Work Hours and Safety Standards Act** as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subcontractors in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers.)

- d. Comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Subcontracts in excess of \$100,000)
- e. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

XIII) ***Federal Funding Accountability and Transparency Act (FFATA)***. The Grantee shall comply with the terms of the FFATA by providing DES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data information as required under the FFATA.

CERTIFICATE of AUTHORITY

I, Patricia Tarpey, Executive Director of the Lake Winnepesaukee Watershed Association, do hereby certify that:

- (1) I am the duly appointed Executive Director;
- (2) at the meeting held on February 18, 2013, the Lake Winnepesaukee Watershed Association voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Lake Winnepesaukee Watershed Association further authorized the Secretary 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:

Richard DeMark

IN WITNESS WHEREOF, I have hereunto set my hand as the Executive Director of the Lake Winnepesaukee Watershed Association, this 3rd day of April 2013.

Patricia E Tarpey

 Name of certifying officer, office (signature above)

STATE OF NEW HAMPSHIRE

County of Bell

Deborah Grant

On this the 3rd day of April 2013, before me ~~Patricia Tarpey~~^{DG} the undersigned officer, personally appeared Patricia Tarpey, who acknowledged herself to be the Executive Director of the Lake Winnepesaukee Watershed 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.

Deborah Grant

 Name of Notary Public (signature above)

Commission Expiration Date:



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 Winnepesaukee Watershed Association is a New Hampshire trade name registered on December 19, 2006 and that LAKE WINNIPESAUKEE ASSOCIATION presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 30th day of January, A.D. 2013

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

**Attachment A
Budget Estimate**

Budget Item	s319 Grant Funding	Match	SRF Grant Funding	Total
Salaries & Wages	\$5,550.00	\$5,160.00	\$2,980.00	\$13,690.00
Travel and Training	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$8,760.00	\$8,760.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Construction	\$40,000.00	\$28,557.00	\$0.00	\$68,557.00
Subtotals	\$45,550.00	\$33,717.00	\$11,740.00	\$91,007.00
Total Project Cost				\$91,007.00

Attachment B: Watershed Assistance and Restoration Grant Ranking

Organization	Project Name	Reviewer 'A'	Reviewer 'B'	Reviewer 'C'	Reviewer 'D'	Reviewer 'E'	Reviewer 'F'	Reviewer 'G'	Reviewer 'H'	Reviewer 'I'	Proposed Score	Rank
New Hampshire Rivers Council	McQuesten Brook and Pond Watershed Restoration Plan - Phase 2 Implementation: Dam Removals	83	99	98	93	98	98	99	96	79.5	843.5	1
City of Dover	Berry Brook/Cocheco River Watershed Management Plan Implementation Phase 3: Getting to 10% Watershed Restoration through Low Impact Development Retrofits in an Urban Environment	85	105	89	92	99	99	81	95	94	839	2
Town of Farmington	Mad River Restoration Project Phase 1: Implementation of the Mad River Preliminary Assessment and Conceptual River Restoration Plan	95	89	88	89	91	78	81	84	76	771	3
Blue Ocean Society for Marine Conservation	Hodgson Brook Watershed Restoration Plan Implementation, Phase 3: Holly Lane Retrofit, Pease Buffer Enhancement.	63	102	83	81	96	74	75	92	83	749	4
Town of North Hampton	Little River Watershed Management Plan Implementation, Phase 1: Demonstration Stormwater BMPs and Septic System Database and Outreach	76	101	72	82	65	90	88	90	67.5	731.5	5
Green Mountain Conservation Group	Ossipee Lake Watershed Management Plan Phase 1: Watershed Plan for Danforth Pond and the Lower Bays of Ossipee Lake	75	85	82	83	87	80	73	81	79	725	6
Lake Winnepesaukee Watershed Association	Waukewan Watershed Management Plan Implementation, Phase 1: Septic System Improvement Initiative	82	96	65	74	92	80	63	78	80	710	7
Town of Sanborn	Lake Winnisquam, Black Brook BMP Implementation, Sites 18 and 19	82	81	77	72	70	72	83	78	73	688	8
Franklin Pierce University	Pearly Pond Watershed Management Plan Development	72	66	63	71	72	82	62	81	69.5	638.5	9
Conservation Law Foundation	Soak Up the Rain: Great Bay Implementation of the Great Bay Non-Point Source Study - Phase One	76	69	73	55	75	76	74	70	68	636	Not Selected
Town of Durham	Implementation of the Great Bay Nonpoint Source Pollution Study: Development of a GIS Based Analysis and Tool to Assess the Effects of Local Stormwater Management Regulations on Future Nitrogen Loads in the Oyster River Watershed	74	70	84	71	65	57	68	82	61	632	Not Selected
Lakes Region Planning Commission	Lake Winnepesaukee Shannon Brook Watershed Management Plan Phases 1 and 2: Identifying Phosphorus Sources and Implementing BMP-based Solutions	65	75	56	56	88	76	68	72	75	631	Not Selected
Belknap County Conservation District	Lake Winnepesaukee Watershed Management Plan Phase 2: Sands of Brookhurst BMPs	62	59	60	65	30	58	55	56	76	521	Not Selected
Town of Canaan	Mascoma River Watershed - Based Plan Development	50	87	40	61	33	42	49	77	58	497	Not Selected
New England College	French Pond, Watershed-Based Plan, Phase 1: Plan Development	47	45	26	56	35	45	37	52	62.5	405.5	Not Selected

Review Team Members

Name	Qualifications
Andy Chapman	15 years experience, Clean Lakes Program Coordinator, aquatic biologist, project management and coordination, lakes management expertise
Steve Landry	16 years experience, Merrimack Watershed Coordinator, aquatic biologist, project management, Merrimack watershed expertise
Rob Livingston	23 years experience, Nonpoint source pollution specialist, BMP, pollution source investigation expertise, Field training of local municipalities in watershed pollution source tracking and identification
Jeff Marcoux	7 years experience, Watershed Assistance Specialist, grant and contract expertise
Jillian McCarthy	7 years experience, Nonpoint source pollution specialist, quality assurance, and stormwater BMP expertise.
Barbara McMillan	12 years Watershed Assistance Outreach Coordinator, outreach and education expertise.
Sally Soule	13 years experience, Coastal Watershed Coordinator, project management, Coastal watershed expertise
Wendy Waskin	20+ years experience, Watershed Coordinator, budgeting, planning expertise
Eric Williams	23 years experience, Watershed Assistance Section Supervisor, environmental planner, general project management expertise, WAS section and 318 program supervisor.

Attachment C
2013 Local Source Water Protection Grants

Grant Reviewer List

Name	Department	Bureau	Title	Justification (Experience)
Paul Susca	NHDES	Drinking Water & Groundwater Bureau	Administrator III	Source Water Protection Program Manager (8 years)
Johnna McKenna	NHDES	Drinking Water & Groundwater Bureau	Supervisor VII	Grant Program Manager (14 years)
Pierce Rigrod	NHDES	Drinking Water & Groundwater Bureau	Environmentalist IV	Grant Project Management (8 years)

Applications and Rankings

Source Protection Planning Projects

Grant Applicant	Project Location	Grant Amount	Rank	Notes
Lake Winnepesaukee Watershed Association	Lake Waukegan-Meredith	\$11,740	1	
NH Lakes Association	Canobie Lake-Salem	\$18,606	2	
Lakes Region Planning Commission	Paugus Bay-Laconia	\$12,475	3	
Plymouth Water & Sewer	Plymouth	\$15,000	4	
Strafford Regional Planning Commission	Oyster River	\$10,065	5	
City of Rochester	Rochester	\$9,150	6	Withdrawn
Monadnock Tenants Coop	Rindge	\$4,640	7	
Southern NH Planning Commission	Londonderry	\$19,055	8	Unable to fund
UNH-PREP	Seacoast	\$18,963	9	Unable to fund
Pennichuck Water Works	Nashua	\$20,000	10	Unable to fund
Sunray Shores Water Dist.	Belmont	\$19,841	11	Unable to fund
City of Portsmouth	Portsmouth	\$17,108	12	Unable to fund

Source Security Projects

Grant Applicant	Project Location	Grant Amount	Rank	Notes
City of Claremont	Claremont	\$5,297	1	
Village District of Eastman	Grantham	\$18,570	2	
Town of Troy Water & Sewer	Troy	\$2,529	3	
Monadnock Tenants Co-op	Rindge	\$9,685	4	Unable to fund