



The State of New Hampshire
Department of Environmental Services



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Robert R. Scott, Commissioner

September 26, 2019

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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into an agreement with the Four Seasons Property Owner's Association, Inc., (VC # 306070-B001) in the amount of \$60,000 to complete the *Baboosic Lake Watershed Plan Implementation Phase 4: Four Seasons Beach Area Best Management Practices*, effective upon Governor and Council approval through December 31, 2021. 100% Federal Funds.

Funding is available in the following account.

03-44-44-442010-2035-072-500575	<u>FY 2020</u>
Dept. Environmental Services, NPS Restoration Program, Grants-Federal	\$60,000

EXPLANATION

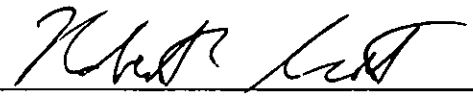
The Department of Environmental Services (NHDES) issued a Request for Proposals (RFP) for the 2019 Watershed Assistance Grants program. The nine proposals received were ranked based on the criteria included in the RFP: water quality improvement or protection; cost/benefit ratio; local capacity to complete the project; relative value or significance of the water body; and, general quality, and thoroughness of the proposal. Based on the results of the selection process and available federal grant funding levels, the six highest ranked implementation projects were selected to receive funding. Please see Attachment B for a list of project rankings and review team members.

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.

Baboosic Lake is a 222 acre natural lake with a 1,536-acre watershed situated on the Amherst/Merrimack town line. The 2008 Baboosic Lake Watershed Management Plan noted that long-term water quality monitoring revealed continuing deterioration in water quality and clarity. Baboosic Lake had also been experiencing regular algae and cyanobacteria blooms. The watershed plan recommended many potential corrective actions that could be employed to reduce nonpoint source pollutant loads to the lake and improve water quality. Through the diligent work of the municipalities, residents, and other stakeholders, many of those practices have been constructed to date. Those projects included work that reduced road erosion, treated stormwater, and replaced substandard septic systems. Recent water quality monitoring demonstrates that significant improvements have resulted from those actions. This project is intended to continue that success through further implementation of the watershed plan's recommended actions by reducing erosion at the Four Seasons neighborhood's beach and boat ramp. This would provide additional reductions of phosphorus loading to the lake from stormwater runoff. The existing, conventional sloped beach experiences significant erosion of sand into the lake, and it will be replaced with a perched beach that does not slope to the water. Additionally, the current substandard boat ramp will be updated to reduce its grade and improve stormwater control at the ramp thereby reducing pollutant runoff down the ramp and also improving the usability of the ramp. These actions are estimated to reduce phosphorus loading to the lake by eight pounds per year, which is 60% of the remaining load reduction needed to achieve the target load reduction for Baboosic Lake calculated in the watershed plan.

The total project costs are budgeted at \$100,020. The NHDES Watershed Assistance Grants program will provide \$60,000 (60%) of the project costs through a federal grant and the Four Seasons Property Owner's Association will provide the remaining costs through cash and in-kind services. 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



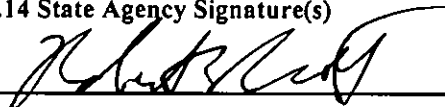

GRANT AGREEMENT

Subject: Baboosic Lake Watershed Plan Implementation Phase 4: Four Seasons Beach Area Best Management Practices

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

GENERAL PROVISIONS

I. 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 Four Seasons Property Owner's Association, Inc.		1.4 Grantee Address 3 Surrey Lane Merrimack, NH 03054	
1.5 Effective Date Upon G&C approval	1.6 Completion Date December 31, 2021	1.7 Audit Date N/A	1.8 Grant Limitation \$60,000
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 SHARON J. HICKEY, PRESIDENT	
1.13 Acknowledgment: State of New Hampshire, County of <u>Hillsborough</u> On <u>06/03/2019</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)  ADRIANNE A. LIGGETT Notary Public - New Hampshire My Commission Expires October 25, 2022			
1.13.2 Name & Title of Notary Public or Justice of the Peace Adrienne A. Liggett, Notary Public			
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>6/8/2019</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 or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal 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 Four Seasons Property Owner's Association shall perform the following tasks as described in the detailed proposal titled, *Baboosic Lake Watershed Plan Implementation Phase 4: Four Seasons Beach Area Best Management Practices* submitted by the Four Seasons Property Owner's Association December 3, 2018:

Objective 1: Four Seasons enters into a contract with an engineering firm for design, engineering, and permitting of Best Management Practices (BMPs) to be installed at Four Seasons Beach.

Measures of Success: Four Seasons has entered into a contract with an engineering firm.

Deliverable 1: Draft and final Request for Qualifications (RFQ) documents; executed contract between engineering firm and Four Seasons.

Task 1: Develop RFQ for a qualifications-based selection process to select an engineering firm to review the BMP concepts for Four Seasons Beach and generate construction-ready plans.

Provide the draft RFQ to the New Hampshire Department of Environmental Services (NHDES) for review and approval.

Task 2: Solicit engineering firms by publishing the NHDES approved RFQ.

Task 3: Select an engineering firm, negotiate cost and final scope of work, and then draft contract agreement.

Task 4: Submit draft contract to NHDES for approval, and then execute the contract agreement with the selected engineering firm.

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

Measures of Success: SSPP approved by NHDES and on file with all project partners.

Deliverable 2: NHDES approved SSPP on file with all project partners.

Task 5: Complete a draft SSPP to guide the pollutant loading estimates for the project. Submit the draft SSPP to NHDES for review.

Task 6: Complete the final SSPP incorporating responses to any NHDES comments and submit the final version to NHDES for signatures. No work subject to the terms of the SSPP is to be completed prior to approval of the SSPP.

Objective 3: Provide detailed designs for the improvements at the Four Seasons retaining wall and beach area.

Measures of Success: Detailed engineering designs are reviewed and approved.

Deliverable 3: Copies of draft and approved engineering designs delivered to NHDES.

Task 7: Coordinate with the engineering firm to complete design concepts, complete test pits or other activities necessary to examine the suitability of those concepts for construction. Provide brief summary report of this examination and findings for review by Four Seasons and NHDES.

Task 8: Finalize the BMP conceptual designs.

Task 9: Coordinate with the engineering firm to complete construction designs, calculations, and projected costs, and submit to Four Seasons and NHDES for review and approval.

Task 10: Finalize conceptual designs based upon input received from NHDES Watershed Assistance Section.

Objective 4: All necessary permits and surveys to generate construction-ready plans for the retaining wall and beach area BMPs on file with Four Seasons and NHDES.

Measures of Success: All required surveys completed. State and municipal permits have been approved. Final construction-ready plans prepared.

Deliverable 4: Copies of all required permits and final design plans for the Four Seasons retaining wall and beach area BMPs to NHDES.

Task 11: Coordinate with the engineering firm to develop plans necessary for permitting and development of final construction plans.

Task 12: Prepare and submit required permit applications for approval.

Task 13: Coordinate with the engineering firm to incorporate permit conditions into the final construction ready plans needed for the bidding process. Submit plans to Four Seasons personnel and NHDES Wetlands Bureau for review and final approval.

Task 14: Finalize construction ready design plans revised based upon input received from NHDES Wetlands Bureau.

Objective 5: Construction phase for Four Seasons retaining wall and beach area BMPs.

Measures of Success: Construction firm is selected, a contract for construction is signed, and construction is completed.

Deliverable 5: Draft and final Request for Bid (RFB) Documents; construction close-out report submitted to NHDES.

Task 15: Develop RFB for the construction of the Four Seasons retaining wall and beach area BMPs. Provide the bid documents to NHDES for review prior to publication.

Task 16: Complete RFB process to select the construction contractor.

Task 17: Submit draft contract to NHDES for review and approval prior to execution. Execute the contract.

Task 18: Coordinate with the selected construction contractor to complete construction. Develop a construction close-out report. Submit documentation of completion, memos, photos, and reports to NHDES for review and approval.

Objective 6: Provide detailed designs for stormwater BMPs and the improvements at the boat ramp.

Measures of Success: Detailed engineering designs are reviewed and approved.

Deliverable 6: Copies of approved engineering designs delivered to NHDES.

Task 19: Coordinate with the engineering firm to complete design concepts, complete test pits or other activities necessary to examine the suitability of those concepts for construction. Provide brief summary report of this examination and findings for review by Four Seasons and NHDES.

Task 20: Finalize the BMP conceptual designs.

Task 21: Coordinate with the engineering firm to complete detailed construction designs, calculations, and projected costs, and submit to Four Seasons and NHDES Watershed Assistance Section for review and approval.

Task 22: Finalize conceptual designs based upon input received from NHDES Watershed Assistance Section.

Objective 7: All necessary permits and surveys to generate construction-ready plans for the stormwater BMPs and boat ramp improvements on file with Four Seasons and NHDES.
Measures of Success: All required surveys completed. State and municipal permits have been approved. Final construction ready plans prepared.

Deliverable 7: Copies of all required permits and final design plans for the stormwater BMPs and boat ramp improvements to NHDES.

Task 23: Coordinate with the engineering firm to develop plans necessary for permitting and development of final construction plans.

Task 24: Prepare and submit all required permit applications for approval.

Task 25: Based on permit reviews, coordinate with the engineering firm to complete the final construction ready plans needed for the bidding process. Submit plans to Four Seasons personnel, municipality, and NHDES Wetlands Bureau for review and final approval.

Task 26: Finalize construction ready design plans with revisions based upon input received from permitting agencies.

Objective 8: Construction phase for Four Seasons stormwater BMPs and boat ramp improvements.

Measures of Success: Construction firm is selected, a contract for construction is signed, and construction is completed.

Deliverable 8: Construction close-out reports submitted to NHDES.

Task 27: Develop RFB for the construction of the stormwater BMPs and boat ramp improvements. Provide the bid documents to NHDES for review prior to publication.

Task 28: Complete RFB process to select the construction contractor.

Task 29: Submit draft contract to NHDES for review and approval prior to execution. Execute the contract with the selected construction contractor.

Task 30: Coordinate with the selected construction contractor to complete construction. Develop a construction close-out report. Submit documentation of completion, memos, photos, and reports to NHDES for review and approval.

Objective 9: Operations and maintenance (O&M) plans and pollutant removal estimates.

Measures of Success: Based upon BMP completion, the engineering firm will develop and deliver an approved operation and maintenance plans and pollutant removal estimates for the completed BMPs for delivery to Four Seasons and NHDES.

Deliverable 9: Provide Four Seasons and NHDES with BMP O&M plans, and pollutant removal estimates in a Pollutants Controlled Report (PCR), for review and comment.

Task 31: Coordinate with the engineering firm to develop an O&M plan for the completed BMPs and improvements.

Task 32: Coordinate with the engineering firm to develop pollutant removal estimates for each of the completed BMPs. Prepare and submit a PCR for each BMP to NHDES for review and

approval. Pollutant loading calculations will follow methodologies described in the approved SSPP.

Objective 10: Outreach and Education.

Measures of Success: Successful informational campaign regarding stormwater mitigation BMPs, plus additional educational information on stormwater management for property owners.

Deliverable 10: Copies of meeting announcements, agendas, sign-in sheets, summaries, newspaper articles, outreach pieces, and web pages to NHDES.

Task 33: Develop BMP related content for the Four Seasons Home Owners Association and Baboosic Lake Association with links back to existing watershed management plan data and documents.

Task 34: Present BMP information at a Home Owner Association public outing or related event.

Objective 11: The Four Seasons Property Owner's Association prepares semi-annual reports, pollutant controlled reports for each BMP installed, and a final project report for NHDES.

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

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

Task 35: Submit electronic semi-annual reports documenting all work performed during the project periods as follows:

- Work completed April 1 – September 30, report is due by October 31
- Work completed October 1 – March 31, report is due by April 30

A Pollutants Controlled Report must be completed and received by NHDES within one month following BMP implementation. 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 36: Submit Payment Requests to NHDES.

Task 37: Submit a comprehensive final report to NHDES on or before the project completion date. The final report shall include load reduction estimates, photo-documentation of installed system components when applicable, and 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 match, shall comply with the terms of this agreement, and must be reported to NHDES. Documentation of 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. \$60,000 grant X 0.667 = \$40,020 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 based upon satisfactory completion of specific tasks, and receipt of deliverables as described in Exhibit A:

Upon completion and NHDES approval of Tasks 1-4	\$200
Upon completion and NHDES approval of Task 5	\$450
Upon completion and NHDES approval of Task 6	\$150
Upon completion and NHDES approval of Task 7	\$500
Upon completion and NHDES approval of Tasks 8-9	\$1,400
Upon completion and NHDES approval of Task 10	\$200
Upon completion and NHDES approval of Tasks 11-12	\$1,000
Upon completion and NHDES approval of Tasks 13-14	\$1,200
Upon completion and NHDES approval of Task 15	\$2,500
Upon completion and NHDES approval of Task 16	\$2,500
Upon completion and NHDES approval of Task 17	\$5,000
Upon completion and NHDES approval of Task 18	\$20,000
Upon completion and NHDES approval of Task 19	\$400
Upon completion and NHDES approval of Tasks 20-21	\$1,500
Upon completion and NHDES approval of Task 22	\$200
Upon completion and NHDES approval of Tasks 23-25	\$1,600
Upon completion and NHDES approval of Task 26	\$400
Upon completion and NHDES approval of Task 27	\$2,000
Upon completion and NHDES approval of Task 28	\$2,000
Upon completion and NHDES approval of Task 29	\$4,000
Upon completion and NHDES approval of Task 30	\$11,000
Upon completion and NHDES approval of Tasks 31-32	\$1,300
Upon completion and NHDES approval of Tasks 33-35	\$300
Upon completion and NHDES approval of Tasks 36-37	\$200
Total	\$60,000

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 17.1.1 of the General Provisions shall not apply to the Grantee. The Grantee certifies that they are a non-profit volunteer agency with no employees, and are exempt from maintaining statutory worker's compensation and employees' liability insurance.

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 # 66.460. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) 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 069867641.

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.

Sh

State of New Hampshire

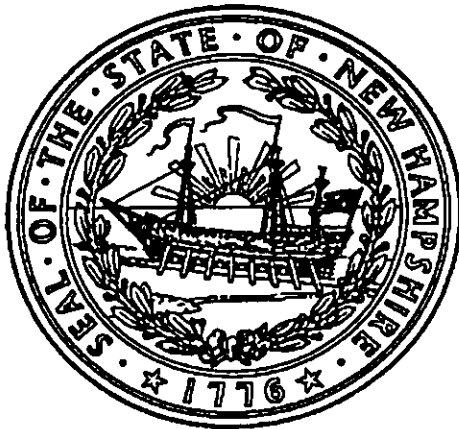
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FOUR SEASONS PROPERTY OWNERS ASSOCIATION, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 01, 1974. 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: 60587

Certificate Number: 0004520915



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of May A.D. 2019.

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

William M. Gardner
Secretary of State

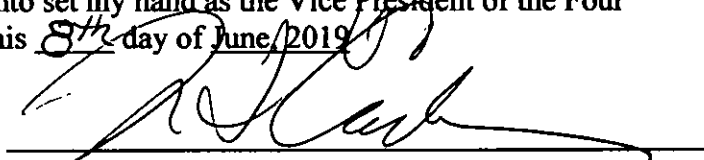
CERTIFICATE of AUTHORITY

I, William Cashman, Vice President of the Four Seasons Property Owners Association, do hereby certify that:

- (1) I am the duly elected Vice President;
- (2) at the meeting held on May 29, 2019, the Four Season Property Owners Association voted to accept NHDES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Four Season Property Owners 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:

Sharon Hickey

IN WITNESS WHEREOF, I have hereunto set my hand as the Vice President of the Four Seasons Property Owners Association, this 8th day of June, 2019.



William Cashman

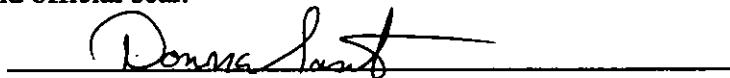
STATE OF NEW HAMPSHIRE

County of Hillsborough

On this the 8th day of June 2019, before me Donna M Santerre the undersigned officer, personally appeared William Cashman who acknowledged him/herself to be the Vice President of the Four Seasons Property Owners 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.

DONNA M. SANTERRE
Notary Public - New Hampshire
My Commission Expires May 1, 2024



Name of Notary Public (signature above)

Commission Expiration Date:
(Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/31/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER State Farm Sandra L Ackerson/Agent 399 Boynton Street Bedford, NH 03110	CONTACT NAME: Sandra Ackerson PHONE (A/C, No, Ext): 603-622-2918 FAX (A/C, No): 603-644-4731 E-MAIL ADDRESS: sandy.ackerson.gs5n@statefarm.com
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company NAIC # 25143 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Four Seasons Property Owners Association Inc PO Box 263 Merrimack, NH 03054-0263	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		94-BE-K432-0F	11/03/2018	11/03/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/PROP AGG D & O \$ 4,000,000 \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per person) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER NH Department of Environmental Services 29 Hazen Drive PO Box 95 Concord, NH 03302-0095	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**Attachment A
Budget Estimate**

Budget Item	s319 Grant Funding	Non-Federal Matching Funds	Total Project Cost
Salaries & Wages	\$0	\$8,020	\$8,020
Travel and Training	\$0	\$0	\$0
Contractual	\$9,000	\$14,000	\$23,000
Supplies and Equipment	\$1,000	\$0	\$1,000
Construction	\$50,000	\$18,000	\$68,000
Total Project Cost	\$60,000	\$40,020	\$100,020

Attachment B: 2019 Watershed Assistance and Restoration Grant Ranking

Organization	Project Name	A	B	C	D	E	AVG	RANK by avg
Southwest Region Planning Commission	Spofford Lake Watershed Management Plan Implementation Phase I: Watershed/ Shoreline BMPs	8	10	5	8	9	86.6	1
Pleasant Lake Preservation Association	Pleasant Lake Watershed Restoration Plan Implementation Phase II: Rt 107 Inlet Subwatershed BMPs	7	9	6	10	8	86.4	2
Nippo Lake Association	Nippo Lake Watershed Management Plan: Implementation of Road, Residential and In-lake BMPs	9	7	8	9	5	86.2	3
Four Seasons Property Assoc.	Baboosic Lake Watershed Plan Implementation Phase 4: Four Seasons Beach Area BMPs	8	8	6	9	5	84.8	4
Lake Winnepesaukee Assoc.	Lake Winnepesaukee Watershed Management Plan Implementation Phase 1: BMPs in the Waukegan, Meredith Bay, and Moultonborough Bay Inlet subwatersheds	4	10	5	9	7	83.4	5
Town of Wolfeboro	Lake Wentworth/ Crescent Lake WMP Implementation Phase 4: shoreline and roadside BMPs	8	10	5	9	7	80.6	6
Acton Wakefield Watersheds Alliance	Salmon Falls Headwaters Watershed Management Plan Implementation Project – Phase 3: Residential NPS Pollution Reduction and Community Outreach	8	9	8	10	6	80.4	7
Southwest Regional Planning Assoc.	Lake Warren Watershed Management Implementation Phase 2: Stormwater BMPs	6	10	5	5	7	78.3	Not Selected
Town of Effingham	Province Lake Watershed Management Plan Implementation Phase 3: Lake Outlet Drainage Improvements – Bailey Road project	7	7	5	3	5	61.2	Not Selected

Review Team Members

Name	Qualifications
Steve Landry	21 years experience, Watershed Assistance Section Supervisor, project management, Merrimack watershed and fluvial geomorphology expertise
Jeff Marcoux	15 years experience, Watershed Coordinator, project management, grant and contract expertise
Sally Soule	21 years experience, Coastal Watershed Coordinator, project management, Coastal watershed expertise
Wendy Waskin	15+ years experience, Grants Specialist, budgeting, planning, project assistance expertise
Katie Zink	8 years experience, Watershed Assistance Specialist, surface and drinking water sampling, microbial expertise