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The State of New Hampshire
Department of Environmental Services



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Robert R. Scott, Commissioner

February 10, 2020

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 Lake Winnepesaukee Association, Meredith, NH, (VC # 155053-B001) in the amount of \$124,000 to complete the *Lake Winnepesaukee Watershed Management Plan Implementation Phase 1: BMPs in the Waukevan, Meredith Bay, and Moultonborough Bay Inlet Subwatersheds*, effective upon Governor and Council approval through December 31, 2021. 100% Federal Funds.

Funding is available in the account as follows:

	<u>FY 2020</u>
03-44-44-442010-2035-072-500575	\$124,000
Dept. Environmental Services, NPS Restoration Program, Grants-Federal	

EXPLANATION

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 NHDES review team members.

Watershed Assistance Grants focus on the reduction of nonpoint source (NPS) pollution. NPS pollution occurs when rainfall, snowmelt, or irrigation waters travel through the ground or across land, transporting materials that are then introduced into groundwater or deposited into rivers, lakes, and coastal waters. Pollutants can include chemicals, sediments, nutrients, and toxics that often have harmful effects on drinking water supplies, recreation, fisheries, and wildlife. Land development or changes in land use can also cause NPS pollution by disrupting the natural hydrology of a water body, increasing impervious surfaces, and contributing to the loss of aquatic habitat. Watershed Assistance Grants address NPS pollution by promoting responsible land use practices on the watershed scale.

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This phase of the Lake Winnepesaukee Watershed Management Plan Implementation builds on ten years of effort by the Lake Winnepesaukee Association to improve, protect and restore water resources within the Lake Winnepesaukee watershed. Lake Winnepesaukee is listed on the NHDES 303(d) list as impaired for aquatic life based on the presence of cyanobacteria. There is a direct relationship between increased levels of nutrients (phosphorus) in the lake and aquatic plant growth, algal growth, and cyanobacteria abundance. Partnering with the towns of Meredith and Moultonborough, the Winnepesaukee Beach Colony Club, and the Balmoral Improvement Association, the Lake Winnepesaukee Association will oversee the installation of stormwater treatment practices at up to ten sites within the Winnepesaukee watershed. The mitigation of stormwater runoff problems at these sites will reduce sediment and nutrient loading to the Lake to further the progress toward protection and restoration in the watershed.

The total project costs are budgeted at \$206,708. NHDES will provide \$124,000 (60%) of the project costs through a federal grant, and the Lake Winnepesaukee 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, content, and execution.

We respectfully request your approval of this item.



Robert R. Scott, Commissioner


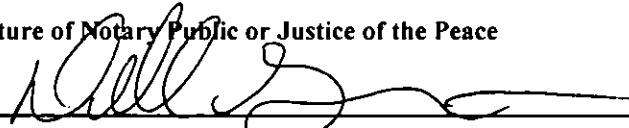

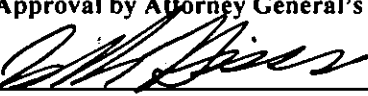
GRANT AGREEMENT

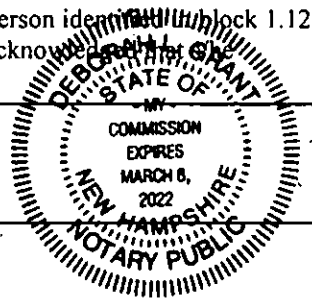
Subject: Lake Winnepesaukee Watershed Management Plan Implementation Phase 1: BMPs in the Waukegan, Meredith Bay, and Moultonborough Bay Inlet Subwatersheds

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 PO Box 95 Concord, NH 03302-0095	
1.3 Grantee Name Lake Winnepesaukee Association		1.4 Grantee Address PO Box 1624 Meredith, NH 03253	
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 \$124,000
1.9 Grant Officer for State Agency Stephen 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 DIANNE HANLEY President	
1.13 Acknowledgment: State of New Hampshire, County of Belknap On <u>01/10/2020</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 he/she/it 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 Deborah Grant, Notary			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Robert R. Scott, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By:  Attorney, On: <u>2/14/2020</u>			
1.17 Approval by the Governor and Council By: _____ On: ____/____/____			



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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 OR AGREEMENT.**

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

11. **EVENT OF DEFAULT; REMEDIES.**

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

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

11.1.2 failure to submit any report required hereunder; or

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

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

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

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

11.2.2 give the Grantee a written notice specifying the Event of

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

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

12. TERMINATION.

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

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, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit 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 admissions 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 workers' 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 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice has been received by the State.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

Exhibit A Scope of Services

The Lake Winnepesaukee Association (LWA) will perform the following tasks as described in the proposal titled *Lake Winnepesaukee Watershed Management Plan Implementation Phase 1: BMPs in the Waukegan, Meredith Bay, and Moultonborough Bay Inlet Subwatersheds* submitted December 6, 2018:

Objective 1: Preliminary Planning.

Measure of Success: Scope of work and schedule of construction for each Best Management Practice (BMP) is developed.

Deliverable 1: Provide to NHDES the BMP property owner meeting summary, and project management plan.

Task 1: Coordinate and schedule meetings with property owners and stakeholders to review grant objectives, expectations, and timeline for construction of the BMPs.

Task 2: Develop a project management plan and timeline for construction of the BMPs detailed in the proposal. Submit the plan to property owners and NHDES for review. Provide a summary of the meetings to NHDES for review.

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

Measure of Success: A SSPP will be completed, and approved by NHDES.

Deliverable 2: Provide NHDES with a SSPP developed under the New Hampshire Section 319 Nonpoint Source Grant Program Quality Assurance Project Plan to address BMP/ nonpoint source load reduction management measures.

Task 3: Prepare and submit the draft SSPP for estimating the pollutant load reductions expected from BMP implementations to NHDES for review and comment.

Task 4: Incorporate comments into the final version of the SSPP and submit it to NHDES for approval and signatures.

Objective 3: Contract executed with a contractor, obtain the permits necessary, and install the BMPs at Balmoral Beach in Moultonborough, NH.

Measure of Success: Successful selection of a contractor and receipt of permits needed to install BMPs at Balmoral Beach.

Deliverable 3: Provide NHDES with draft and final versions of the Request for Bids (RFB), related documents and the contract with the selected firm. Provide NHDES with completed construction documentation of the BMPs.

Task 5: Draft and submit to NHDES a state and federal rules compliant RFB for selecting the contractor to install BMPs at Sites 2-04 and 2-05, at Balmoral Beach. The construction of the BMPs at Site 2-05 will follow the design provided by University of New Hampshire Stormwater Center. Construction of the BMPs at Site 2-04 will follow the recommendations outlined in the Moultonborough Bay Inlet Watershed Restoration Plan, and do not require further engineering or design.

Task 6: Review bids received, and select the contractor.

Task 7: Draft a contract between Balmoral Improvement Association and the contractor for construction

of the BMPs at Balmoral Beach. Provide draft contract to NHDES for review and approval. Execute the NHDES approved contract.

Task 8: Obtain NHDES Land Resources Management Permit(s) for BMPs to be constructed at Site 2-05. BMPs at Site 2-04 involve defining a footpath and enhancing shoreline plantings. If any NHDES permits are deemed necessary; they will be included in the permit application for Site 2-05.

Task 9: Coordinate with the property owner and selected contractor to have the BMPs constructed at Site 2-05. Visit the BMP site to inspect and document the construction progress, and the completed BMPs.

Task 10: Coordinate with the property owner and selected contractor to construct the BMPs at Site 2-04. Visit the site to inspect and document the construction progress and the completed BMPs.

Task 11: Draft Operations and Maintenance (O&M) Agreement for Balmoral Improvement Association, obtain signatures, and submit signed Agreement to NHDES.

Objective 4: Completed construction of BMPs in the Waukegan watershed.

Measure of Success: The number of BMPs installed in the Lake Waukegan watershed will determine success.

Deliverable 4: Provide NHDES with construction documentation of the BMPs, and O&M Agreements.

Task 12: Coordinate with Meredith Department of Public Works (DPW) to design, permit, and construct BMPs at four sites per recommended actions identified in the Lake Waukegan and Winona Watershed Restoration Plan (Sites 2-03b, 2-05, 2-06, 2-07). Visit the BMP sites to inspect and document construction progress, and the completed BMPs.

Task 13: Draft O&M Agreement with the Town of Meredith DPW for the installed BMPs, obtain signatures, and submit signed agreement to NHDES.

Objective 5: Construction of two bio-swales at the Winnepesaukee Beach Colony Club in the Meredith Bay subwatershed, Lake Winnepesaukee.

Measure of Success: Successful selection of a contractor, and construction of two bio-swales.

Deliverable 5: Provide NHDES with draft and final versions of RFB, executed contract for construction of BMPs at the Winnepesaukee Beach Colony Club (WBCC), documentation of installed BMPs, and O&M Agreements.

Task 14: Draft and submit to NHDES a state and federal rules compliant RFB for a contractor to install the BMPs at the WBCC.

Task 15: Review bids received and select the contractor.

Task 16: Draft a contract between WBCC and the contractor for construction of the bio-swales at the WBCC. Provide draft contract to NHDES for review and approval. Execute the NHDES approved contract.

Task 17: Construct two bio-swales at the WBCC beachfront property to mitigate stormwater runoff from Cummings Cove Road, Meredith. A Wetlands Permit and the design are on file with the NHDES Land Resources Management Bureau. Visit the BMP sites to inspect and document construction progress, and the completed BMPs.

Task 18: Draft O&M Agreement with the WBCC, obtain signatures, and submit signed agreement to NHDES.

Objective 6: Completed construction of BMPs in the Moultonborough Bay Inlet subwatershed, Lake

Winnepesaukee.

Measure of Success: The number of BMPs installed in the Moultonborough Bay Inlet subwatershed will determine success.

Deliverable 6: Provide NHDES with construction documentation of the BMPs, and O&M Agreements.

Task 19: Coordinate with Moultonborough DPW to design, obtain permits if necessary, and construct BMPs at Site 1-18 identified in the Moultonborough Bay Inlet Watershed Restoration Plan. Visit the BMP site to inspect and document construction progress, and the completed BMPs.

Task 20: Coordinate with Moultonborough DPW to design, obtain permits if necessary, and construct BMPs at Site 1-20 identified in the Moultonborough Bay Inlet Watershed Restoration Plan. Visit the BMP site to inspect and document construction progress, and the completed BMPs.

Task 21: Draft O&M Agreement with the Town of Moultonborough for the installed BMPs, obtain signatures, and submit signed agreement to NHDES.

Objective 7: Achieve progress in meeting target water quality goals by reducing nutrient loading into Lake Waukegan and Lake Winnepesaukee.

Measure of Success: Success will be determined by the amount of load reductions achieved from the implementation of BMPs.

Deliverable 7: Provide NHDES with documentation of the estimated nutrient load reductions attributed to the BMPs installed at each site.

Task 22: Use models as detailed in the approved SSPP to estimate the load reductions achieved from the implementation of BMPs at each site.

Task 23: Submit a Pollutants Controlled Report to NHDES summarizing the load reduction estimates for each of the BMPs installed.

Objective 8: Monitor and track successful implementation of watershed management plans.

Measure of Success: Success is measured by the demonstration of progress toward implementing the BMPs recommended in the Watershed Plans.

Deliverable 8: Updated restoration sites map uploaded to the Winnepesaukee Gateway website.

Task 24: Update the restoration sites map on the Winnepesaukee Gateway website to include the newly installed BMPs.

Objective 9: The LWA prepares semi-annual progress reports, pollutants controlled reports for each BMP installed, and a final report to NHDES.

Measures of Success: Timely semi-annual progress reports, pollutants controlled reports, and the final report submitted to NHDES is approved.

Deliverable 9: Semi-annual progress reports, pollutants controlled reports, and final report on file with NHDES.

Task 25: 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

The semi-annual reports shall include a Pollutants Controlled Report when structural BMPs have been implemented during the reporting period. In the event that the grantee has not completed a timely submittal of the progress reports, all further payments will be suspended until the overdue reports are submitted, and approved by NHDES.

Task 26: 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.

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. \$124,000 grant X 0.667 = \$82,708 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 Task	1	\$1,040
Upon completion and NHDES approval of Task	2	\$1,200
Upon completion and NHDES approval of Task	3	\$1,600
Upon completion and NHDES approval of Task	4	\$800
Upon completion and NHDES approval of Task	5	\$1,200
Upon completion and NHDES approval of Task	6	\$820
Upon completion and NHDES approval of Task	7	\$1,200
Upon completion and NHDES approval of Task	8	\$4,000
Upon completion and NHDES approval of Task	9	\$14,000
Upon completion and NHDES approval of Task	10	\$4,000
Upon completion and NHDES approval of Task	11	\$1,600
Upon completion and NHDES approval of Task	12	\$16,000
Upon completion and NHDES approval of Task	13	\$800
Upon completion and NHDES approval of Task	14	\$1,200
Upon completion and NHDES approval of Task	15	\$2,000
Upon completion and NHDES approval of Task	16	\$2,500
Upon completion and NHDES approval of Task	17	\$18,000
Upon completion and NHDES approval of Task	18	\$800
Upon completion and NHDES approval of Task	19	\$21,000
Upon completion and NHDES approval of Task	20	\$21,000
Upon completion and NHDES approval of Task	21	\$800
Upon completion and NHDES approval of Task	22	\$1,040
Upon completion and NHDES approval of Task	23	\$1,200
Upon completion and NHDES approval of Task	24	\$2,200
Upon completion and NHDES approval of Task	25	\$2,400
Upon completion and NHDES approval of Task	26	<u>\$1,600</u>
Total		\$124,000

Exhibit C
Special Provisions

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

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

Federal Funds paid under this agreement are from a Grant Agreement to the State from the US Environmental Protection Agency, Water Quality Management Planning under CFDA # 66.460. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) and has provided NHDES with their Data Universal Numbering System (DUNS) number. The Grantee's DUNS number is 067515291.

In addition to the General Provisions of Paragraph 1 through 23, the following provisions as required by federal regulations apply to this Agreement:

I) **Nondiscrimination.** The Grantee shall comply with 40 CFR part 7 which prohibits discrimination under any program or activity receiving Federal assistance on the basis of race, color, national origin, or gender, and 40 CFR part 12 which prohibits discrimination based on handicap.

II) **Financial management.** The Grantee shall comply with 2 CFR Part 200 Subpart D and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.

III) **Allowable costs.** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific Federal requirements detailed in 2 CFR Part 200 Subpart E.

IV) **Matching funds.** All matching funds contributed by the Grantee shall conform to the same laws, regulations, and grant conditions as the federal funds in the Agreement and referenced in 2 CFR Part 200 Subpart E.

V) **Property Management.** The Grantee shall comply with the property management and procedures detailed in 2 CFR Part 200 Subpart D.

VI) **Debarment and Suspension.** The Grantee shall comply with 2 CFR Part 200 Subpart C. By signing and submitting the Agreement, the Grantee certifies that it has not been debarred or suspended by a government agency. Additionally, the Grantee certifies that it will not make or permit any award (subgrant or subcontract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

VII) **Procurement.** When purchasing goods or services with grant or match funds, the Grantee shall comply with procurement regulations as detailed in 2 CFR Part 200 Subpart D which includes procurement standards, competition, methods of procurement, contract cost and price, agency review, bonding requirements, and

contract provisions.

- a. Assignment of Subcontracts. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State Agency.
- b. Consultant Fee Cap. The Grantee will limit grant-funded payment to subcontractors under the circumstances detailed in 2 CFR Part 1500.9
- c. Subcontracts. The Grantee shall:
 - i. Ensure that every subcontract includes provisions for compliance with Federal and State standards applicable to the contract;
 - ii. Ensure that every subcontract includes all clauses required by Federal statute and executive orders, and their implementing regulations; and
 - iii. Ensure that subcontractors are aware of requirements imposed upon them by State and Federal statutes and regulations.

VIII) **Participation by Disadvantaged Business Enterprises.** The Grantee shall comply with the terms of 40 CFR Part 33 Subpart C, which requires that organizations conduct a competitive procurement process making a good faith effort to utilize goods and services provided by disadvantaged businesses.

IX) **New Restrictions on Lobbying: Interim Final Rule.** The Grantee shall comply with the terms of 40 CFR part 34, and 2 CFR Part 200 Subpart E which prohibit the use of Federal grant funds to influence (or attempt to influence) a Federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if nonfederal funds have been used to influence (or attempt to influence) a Federal employee.

X) **Drug-Free Workplace.** The Grantee shall comply with the terms of 2 CFR Part 1536 which require as a condition of the Agreement, certification that the Grantee maintains a drug-free workplace. By signing and submitting this Agreement, the Grantee certifies that they will observe the required practices for maintaining a drug-free workplace.

XI) **Bonding requirements.** For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (currently \$150,000), the minimum requirements shall be as follows:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

XII) **Limitation on Administrative Costs.** In accordance with §319(h)(12) of the Clean Water Act, administrative costs in the form of salaries, overhead, or indirect costs shall not exceed in any fiscal year 10 percent of the amount of the grant except that costs of implementing enforcement and regulatory activities, education, training, technical assistance, demonstration projects, and technology transfer programs shall not be subject to this limitation.

XIII) **Management fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses; unforeseen liabilities; or for other similar costs which are not allowable under this Agreement. Management fees or

similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

CERTIFICATE of AUTHORITY

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

- (1) I am the duly appointed Executive Director;
- (2) at the meeting held on January 9, 2020, the Lake Winnepesaukee Association voted to accept NHDES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Lake Winnepesaukee Association further authorized the President to execute any documents which may be necessary for this contract;
- (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (5) the following person has been appointed to and now occupies the office indicated in (3) above:

Diane Hanley

IN WITNESS WHEREOF, I have hereunto set my hand as the Executive Director of the Lake Winnepesaukee Association, this 10th day of January, 2020.




Patricia Tarpey, Executive Director

STATE OF NEW HAMPSHIRE

County of Belknap

On this the 10th day of January, 2020, before me Deborah Grant the undersigned officer, personally appeared Patricia Tarpey who acknowledged herself to be the Executive Director of the Lake Winnepesaukee Association being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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



Name:

Commission Expiration Date: 3-8-2022



State of New Hampshire

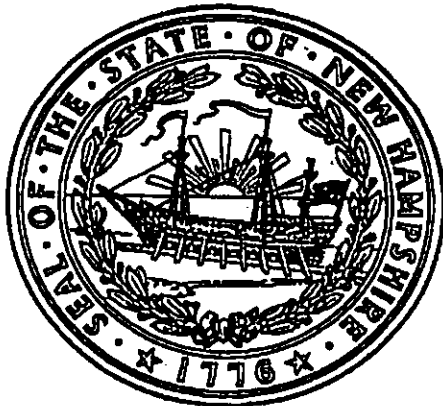
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LAKE WINNIPESAUKEE ASSOCIATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 18, 1976. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 64097

Certificate Number : 0004393122



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of January A.D. 2019.

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

William M. Gardner
Secretary of State



[Back to Home](#)

Business Information

Business Details

Business Name: LAKE WINNIPESAUKEE ASSOCIATION	Business ID: 64097
Business Type: Domestic Nonprofit Corporation	Business Status: Good Standing
Business Creation Date: 11/18/1976	Name in State of Incorporation: Not Available
Date of Formation in Jurisdiction: 11/18/1976	Mailing Address: PO Box 1624, Meredith, 03253, USA
Principal Office Address: 2 Airport Road, Gilford, NH, 03249, USA	Last Nonprofit Report Year: 2015
Citizenship / State of Incorporation: Domestic/New Hampshire	Next Report Year: 2020
Duration: Perpetual	Phone #: NONE
Business Email: NONE	Fiscal Year End Date: NONE
Notification Email: NONE	

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / Outreach and education to protect the water quality of Lake Winnipisaukee	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/13/2020

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 E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Fairley Kenneally PHONE (A/C, No, Ext): (603) 293-2791 FAX (A/C, No): (603) 293-7188 E-MAIL ADDRESS: fairley@esinsurance.net													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Ohio Security Insurance Co.</td> <td>24082</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Ohio Security Insurance Co.	24082	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER D :														
INSURER E :														
INSURER F :														
INSURED Lake Winnepesaukee Association PO Box 1624 Meredith NH 03253														


COVERAGES **CERTIFICATE NUMBER:** 2019-20 **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:	Y	BKS57237472	03/24/2019	03/24/2020	EACH OCCURRENCE \$ 1,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG Expense Mod Factor 1 \$						
	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					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$	
A	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 N	N/A	XWS57237472	01/23/2020	01/23/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Certificate Holder is an additional insured (CGL) as required by signed contract

CERTIFICATE HOLDER State of New Hampshire NH Dept of Environmental Services P O 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
Salaries & Wages	\$21,835	\$3,000	\$24,835
Travel and Training	\$165	\$0	\$165
Contractual	\$1,000	\$0	\$1,000
Equipment and Supplies	\$0	\$0	\$0
Construction	\$101,000	\$79,708	\$180,708
Total Project Cost	\$124,000	\$82,708	\$206,708

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 Waukewan, 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
Síeve 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