



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

**Robert R. Scott, Commissioner**



October 17, 2017

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

REQUESTED ACTION

Authorize the Department of Environmental Services to enter into an agreement with the Lake Sunapee Protective Association, Sunapee, NH, (VC #160040-B001) in the amount of \$50,000 to complete the *Lake Sunapee Watershed Management Plan Development, Phase I: Update of Existing Plan*, effective upon Governor and Council approval through March 30, 2020. 100% Federal Funds.

Funding is available in the account as follows:

	<u>FY 2018</u>
03-44-44-442010-2035-072-500575	\$50,000
Dept. Environmental Services, NPS Restoration Program, Grants-Federal	

EXPLANATION

The Department of Environmental Services (NHDES) issued a Request for Proposals (RFP) for the 2017 Watershed Assistance Grants program. The twenty-one proposals received, were ranked based on the criteria included in the RFP: water quality improvement or protection; cost/benefit ratio; local capacity to complete the project; relative value or significance of the water body; and, general quality and thoroughness of the proposal. Based on results of the selection process and available federal grant funding levels, the seven highest ranked watershed plan development projects, and the three highest ranked watershed plan implementation projects were selected to receive funding. Please see Attachment B for a list of project rankings and review team members.

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

The Lake Sunapee watershed straddles Merrimack and Sullivan counties in central western New Hampshire. The nearly 50 square mile watershed includes portions of six towns (Sunapee, Newbury, New London, Springfield, Sutton, Goshen) and ten other lakes and ponds. Lake Sunapee and several

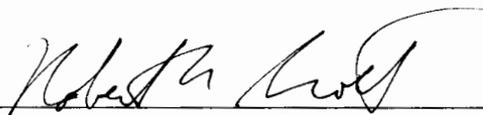
other watershed lakes are water supply sources and they are major recreational resources and regional economic engines.

Several water bodies in the watershed have been designated by NHDES as high priorities for protection, restoration, or as impaired. Sediment, nutrients and stormwater contaminants such as chlorides are the major water quality concerns. Stream bank erosion adds to the sediment loads which degrade water quality as well as aquatic species and their habitats.

Development pressures along with increases in impervious surface and climatic changes have exacerbated these impacts. Nutrient and sediment loading are also responsible for the increasing occurrence of cyanobacterial blooms. The updated management plan will provide specific water quality goals, better identified contaminant sources, recommended improvement measures and a more detailed and organized framework for future efforts to achieve reduced nutrient, sediment and contaminant loading.

The total project costs are budgeted at \$83,350. NHDES will provide \$50,000 (60%) of the project costs through a federal grant. A budget breakdown is provided in Attachment A. In the event that Federal Funds become no longer available, General Funds will not be requested to support this program. The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.

  
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Robert R. Scott, Commissioner

## GRANT AGREEMENT

**Subject: Lake Sunapee Watershed Management Plan Development, Phase I: Update of Existing Plan.**

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

### GENERAL PROVISIONS

#### 1. IDENTIFICATIONS AND DEFINITIONS

<b>1.1 State Agency Name</b> Department of Environmental Services		<b>1.2 State Agency Address</b> 29 Hazen Drive Concord, NH 03301	
<b>1.3 Grantee Name</b> Lake Sunapee Protective Association		<b>1.4 Grantee Address</b> 63 Main Street P.O. Box 683 Sunapee, NH 03782	
<b>1.5 Effective Date</b> Upon G&C approval	<b>1.6 Completion Date</b> March 30, 2020	<b>1.7 Audit Date</b> N/A	<b>1.8 Grant Limitation</b> \$50,000
<b>1.9 Grant Officer for State Agency:</b> Stephen C. Landry, Watershed Assistance Section Supervisor		<b>1.10 State Agency Telephone Number</b> 603-271-2969	
<b>1.11 Grantee Signature</b> <i>June C. Fichter</i>		<b>1.12 Name &amp; Title of Grantee Signor</b> JUNE FICHTER, EXEC. DIR	
<b>1.13 Acknowledgment: State of New Hampshire, County of <u>Sullivan</u></b> On <u>9/22/2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.12., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> (Seal) <i>Suzanne M. Godin</i>			
<b>1.13.2 Name &amp; Title of Notary Public or Justice of the Peace</b> Suzanne M. Godin, Notary Public			
<b>1.14 State Agency Signature(s)</b> <i>Robert R. Scott</i>		<b>1.15 Name/Title of State Agency Signor(s)</b> Robert R. Scott, Commissioner	
<b>1.16 Approval by Attorney General's Office (Form, Substance and Execution)</b> By: <i>[Signature]</i> Attorney, On: <u>10/19/2017</u>			
<b>1.17 Approval by the Governor and Council</b> By: <i>[Signature]</i> On: / /			

2. **SCOPE OF WORK.** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-O, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the state of New Hampshire.

4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the Effective Date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**

5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

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

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete, compensation to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.**

In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. **PERSONNEL.**

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform such Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3 The Grant officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA; RETENTION OF DATA; ACCESS.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

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

9.4 On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

11.1.1 failure to perform the Project satisfactorily or on schedule; or  
11.1.2 failure to submit any report required hereunder; or  
11.1.3 failure to maintain, or permit access to, the records required hereunder; or

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

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

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

11.2.2 give the Grantee a written notice specifying the Event of

Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and 11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and 11.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

**12. TERMINATION.**

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

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

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

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

**13. CONFLICT OF INTEREST.** No officer, member or employee of the Grantee and no representative, officer of employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

**14. GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement, the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker's compensation or emoluments provided by the State to its employees.

**15. ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

**16. INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee of Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

**17. INSURANCE AND BOND.**

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee

performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice has been received by the State.

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

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

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

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

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

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

**Exhibit A**  
**Scope of Services**

The Lake Sunapee Protective Association (LSPA) shall perform the following tasks as described in the detailed proposal titled, *Lake Sunapee Watershed Management Plan Development, Phase I: Update of Existing Plan* submitted by the Lake Sunapee Protective Association January 26, 2017:

**Objective 1:** Contract with a consultant for specific elements of plan update including; modeling, build-out, Site Specific Project Plan (SSPP).

Measures of Success: Qualified consultants identified, reviewed, contracted; scopes of work & costs approved; initial watershed meeting held. -

**Deliverable 1:** The New Hampshire Department of Environmental Services (NHDES) is provided with draft & final request for qualifications (RFQs) and consulting contracts.

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

Task 2: Publish the RFQ, receive and evaluate submittals, and then select the most qualified consultant.

Task 3: Work with the selected consultant to define the scope of work; develop the contracts and submit the draft contract to NHDES for review and approval.

Task 4: Address any NHDES comments, finalize and execute the contract.

Task 5: Review existing Watershed Management Plan (WMP), and develop a methodology to identify elements which will be amended, updated, or edited to incorporate into a new revised WMP. Identify elements which are missing from the existing plan which will need to be included in the new plan.

Task 6: Hold initial Watershed Committee meeting. Publicize the meeting, and invite stakeholders to join the existing committee members in planning process, and introduce the selected consultant.

**Objective 2:** Develop Site Specific Project Plan (SSPP) under the approved NHDES generic Quality Assurance Project Plan (QAPP) for development of watershed based plans.

Measures of Success: SSPP completed and approved by NHDES.

**Deliverable 2:** SSPP is submitted to NHDES for approval SSPP to address development of the watershed plan including pollutant load modeling, in-lake response models, BMP reductions modeling, and any data collection or manipulation not conducted under the Volunteer Lake Assessment Program (VLAP) QAPP.

Task 7: Coordinate with the selected consultant to determine the model(s) to be used in the watershed planning process. Ensure that all modeling or other data gathering and manipulation tasks in this Scope of Service are identified for incorporation into the SSPP.

Task 8: Coordinate with the consultant to develop a draft SSPP.

Task 9: Submit the draft SSPP to NHDES for review for approval.

Task 10: Coordinate with the consultant to Incorporate NHDES comments into a finalized SSPP and submit that SSPP to NHDES for final approval.

**Objective 3:** Data review and determination of assimilative capacities.

Measures of Success: Existing data reviewed and assimilative capacities determined.

**Deliverable 3:** Provide NHDES with memo detailing the calculation and confirmation of current assimilative capacities.

Task 11: Coordinate with the consultant to gather and analyze existing Total Phosphorus (TP) data to determine current in lake TP concentration.

Task 12: Coordinate with the consultant to calculate the total, reserve, and remaining assimilative capacities (if any).

**Objective 4:** Determine Water Quality (WQ) goal for TP.

Measures of Success: WQ goal for TP approved by NHDES.

**Deliverable 4:** Approved WQ goal with documented process provided to NHDES.

Task 13: Identify members and convene WQ advisory group meetings for the purpose of developing a water quality goal. Include NHDES representation on the WQ advisory group.

Task 14: Coordinate with the consultant, and advisory group to develop a process to be used to determine the WQ goal including consideration of the goal's effects on other WQ indicators including dissolved oxygen (DO) and chlorophyll- a.

Task 15: Collaborate with the WQ advisory group and stakeholders to determine the desired WQ goal for Sunapee. Consider TP goal and its effects on other WQ indicators including dissolved oxygen (DO) and chlorophyll- a. Document the process and WQ goal and provide documentation to NHDES.

**Objective 5:** Identify current and potential nutrient/contaminant sources.

Measures of Success: Sources and loads are identified sufficiently to prioritize loading reduction actions.

**Deliverable 5:** Identification of current and potential nutrient/contaminant loads by land use type, source group, by sub-watershed.

Task 16: Coordinate with the consultants to complete the build-out analysis including full & half build-out, and impervious analysis to inform modeling.

Task 17: Coordinate with the consultant to determine GIS mapping and watershed characterization that will be needed to inform the watershed modeling. Complete the needed GIS work.

Task 18: Coordinate with the consultant to identify and complete all watershed loading and response modeling needed to address EPA defined watershed plan elements 'a' and 'b'.

Task 19: Coordinate with volunteers to perform VLAP protocol sampling of lake and tributary sites to track on-going trends.

Task 20: Engage with NHDES to develop method to assess septic system condition age and location.

Determine reasonable geographic extent of survey dependent upon methodology selected. Coordinate with consultant to obtain sufficiently detailed information to calibrate watershed loading models. Complete the survey.

Task 21: Coordinate with the consultant and transportation officials to survey/identify and document potential stormwater BMP sites with high potential for sediment and TP load reductions.

**Objective 6:** Estimate load limits or reductions needed to maintain or achieve in-lake WQ goals, and identify BMPs to achieve those goals.

Measures of Success: Estimated limits/reductions are determined to be reasonable and achievable. Delivery of reduction estimates for a series of BMPs which are determined to result in goal achievement.

**Deliverable 6:** Provide NHDES with a final estimate of limits or reductions needed to achieve in-lake WQ goals, and documentation of identified BMP concepts and estimated load reductions.

Task 22: Coordinate with the consultant to conduct in-lake pollutant loading response modeling to determine TP loading limits or reductions which would result in obtaining the desired WQ response factor goals (TP, DO, chl-a).

Task 23: Coordinate with the consultant to choose and finalize BMP sites using info from Task 21 and determine proposed BMPs.

Task 24: Coordinate with the consultant to conduct pollutant load reduction modeling to determine load reductions which would be achieved through implementing the BMPs (structural and non-structural) identified in task 23.

Task 25: Coordinate with the consultant, committee, and NHDES to review and approve of items in tasks 22, 23, and 24.

**Objective 7:** Refine BMP list from Objective 6 to determine practicable actions and measures to limit or reduce loading with plan to assess efficacy.

Measures of Success: Practicable measures identified to achieve and maintain WQ goal.

**Deliverable 7:** Finalized BMP matrix including locations, types, implementation schedule, estimated costs and authority needed to implement the BMPs, a memo detailing the proposed tracking plan and load reduction criteria, and a draft monitoring plan.

Task 26: Coordinate with the consultant, the New Hampshire Department of Transportation (NHDOT), municipalities, and other stakeholders to assess achievability of proposed BMPs based on costs, technical, financial and other assistance needed.

Task 27: Develop a schedule for implementation of the actions identified in the watershed plan.

Task 28: Coordinate with the consultant to develop a tracking plan with interim measurable milestones to verify implementation of BMPs or other measures are being implemented (element 'g').

Task 29: Develop a set of criteria to verify that load reductions are being achieved over time, whether the desired rate of progress is being achieved, whether progress is being made toward achieving the water quality goals, or if the watershed plan needs to be revised (element 'h').

Task 30: Develop a monitoring plan which will address existing data gaps and assess progress toward achieving WQ goals as measured against the criteria established in Task 29 (element 'i').

**Objective 8a:** Provide outreach, education and opportunities for stakeholders to participate during the management plan update process.

Measures of Success: Distributed materials, numbers attending WMP meetings.

**Deliverable 8a:** Informational article, public notices, updates, invitational flyers provided to NHDES.

Task 31: Develop written/electronic materials to inform, notify, invite watershed stakeholders to planning meetings; provide materials for public distribution to NHDES for review prior to publication.

**Objective 8b:** Develop outreach, education, and participatory opportunities which support the development and implementation of the watershed plan and its goals.

Measures of Success: Distributed materials, workshop and/or presentation attendance.

**Deliverable 8b:** Specific education plan as part of the WMP.

Task 32: Convene Outreach/Education Advisory group.

Task 33: Coordinate with the Education Advisory group to develop recommendations for ongoing education and outreach activities throughout plan implementation (element 'e').

**Objective 9:** Completed final watershed management plan incorporating required elements a through i.

Measures of Success: Draft WMP reviewed by NHDES, revised and final plan approved.

**Deliverable 9:** Draft and Final WMP, news article provided to NHDES for review and approval.

Task 34: Based on prior assessment (Task 5) of existing WMP, retain pertinent information and incorporate updated elements to produce a draft of a single updated watershed management plan.

Task 35: Coordinate with the consultant to review the draft WMP, announce public comment period, and edit draft as necessary.

Task 36: Submit the draft WMP to NHDES for comment, amend as necessary, and re-submit for final approval.

Task 37: Publicize the final WMP, make copies available to towns, post on LSPA website, draft and submit an article for inclusion in local newspaper.

**Objective 10:** Prepare semi-annual reports and a final project report for NHDES.

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

**Deliverable 10:** Semi-annual reports and final grant report to NHDES.

Task 38: 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

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 39: Submit a comprehensive final report to NHDES on or before the project completion date. The final report shall comply with the NHDES and U.S. Environmental Protection Agency requirements found in the final report guidance document on the NHDES Watershed Assistance Section webpage.

### **Additional Requirements of the Agreement**

#### **Quality Assurance**

All project activities which are to be guided by a quality assurance (QA) document such as a Quality Assurance Project Plan (QAPP) or Site Specific Project Plan (SSPP) must **not** begin prior to NHDES/EPA approval of that QA document. In the event that sampling, modeling, or other such

activities precede QA document approval, the data will not be considered valid, and the grantee will forfeit the ability to receive payment for those activities.

**Outreach Materials**

All materials produced for public distribution shall be reviewed and approved by NHDES prior to distribution and shall include the NHDES logo and the following citation: “Funding for this project was provided in part by a Watershed Assistance Grant from the NH Department of Environmental Services with Clean Water Act Section 319 funds from the U.S. Environmental Protection Agency”.

**Operations and Maintenance**

Management practices implemented as agreed upon in the scope of services of this grant agreement and with grant funds or matching funds under a Section 319 Watershed Grant, shall be properly operated and maintained for the intended purposes during the life span of the project. The life span of a project shall be determined by the Grantee, tailored to the types of practices expected to be funded in this project, and agreed upon by NHDES. The Grantee shall provide NHDES with an engineering estimate of the design life of the best management practice(s) (BMPs), or in the case of small-scale BMPs which do not have a design life estimation completed by an engineer, the design life of that practice shall be estimated to be ten years.

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

**Exhibit B**  
**Method of Payment and Contract Price**

Procurements of goods or services made with grant funds, or those credited as match, shall comply with the terms of this agreement, and must be reported to NHDES. Documentation of non-federal match credit shall be provided with each payment request. The cumulative non-federal match value for the project shall meet or exceed the amount of grant funds received multiplied by 0.667 (e.g. \$50,000 grant X 0.667 = \$33,350 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	\$500
Upon completion and NHDES approval of Task 5	\$1,500
Upon completion and NHDES approval of Task 6	\$800
Upon completion and NHDES approval of Tasks 7-10	\$2,100
Upon completion and NHDES approval of Tasks 11-12	\$1,700
Upon completion and NHDES approval of Tasks 13-15	\$3,350
Upon completion and NHDES approval of Task 16	\$10,900
Upon completion and NHDES approval of Task 17	\$400
Upon completion and NHDES approval of Task 18	\$9,900
Upon completion and NHDES approval of Tasks 19-20	\$800
Upon completion and NHDES approval of Task 21	\$3,800
Upon completion and NHDES approval of Task 22	\$1,300
Upon completion and NHDES approval of Task 23	\$1,900
Upon completion and NHDES approval of Task 24 - 25	\$2,450
Upon completion and NHDES approval of Task 26-29	\$3,000
Upon completion and NHDES approval of Tasks 30-33	\$850
Upon completion and NHDES approval of Task 34	\$1,500
Upon completion and NHDES approval of Task 35	\$1,950
Upon completion and NHDES approval of Tasks 36 - 37	\$500
Upon completion and NHDES approval of Task 38	\$400
Upon completion and NHDES approval of Task 39	<u>\$400</u>
<b>Total</b>	<b>\$50,000</b>

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.

Grantee Initials RF  
Date 09/22/17

## Exhibit C Special Provisions

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

Federal Funds paid under this agreement are from a Grant Agreement to the State from the US Environmental Protection Agency, NPS Implementation Grant under CFDA # 66.605. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing NHDES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data information as required under the FFATA. The Grantee's DUNS number is 124398491.

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

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

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

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

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

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

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

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

a. Assignment of Subcontracts. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State Agency.

b. Consultant Fee Cap. The Grantee will limit grant-funded payment to subcontractors under the circumstances detailed in 2 CFR Part 1500.9

c. Subcontracts. The Grantee shall:

i. Ensure that every subcontract includes provisions for compliance with Federal and State standards applicable to the contract;

ii. Ensure that every subcontract includes all clauses required by Federal statute and executive orders, and their implementing regulations; and

iii. Ensure that subcontractors are aware of requirements imposed upon them by State and Federal statutes and regulations.

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

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

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

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

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

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

XIII) **Management fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses; unforeseen liabilities; or for other similar costs which are not allowable under this Agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

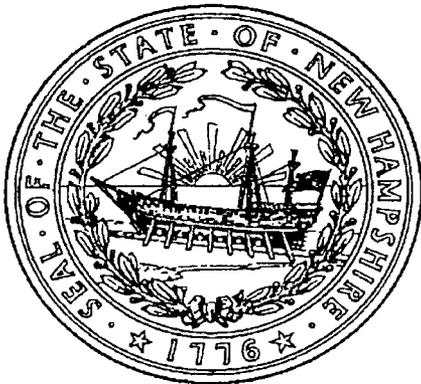
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LAKE SUNAPEE PROTECTIVE ASSOCIATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 07, 1982. 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: 61787



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 5th day of October A.D. 2017.

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

William M. Gardner  
Secretary of State

CERTIFICATE of AUTHORITY

I, Kristen Begor, President of the Lake Sunapee Protective Association, do hereby certify that:

- (1) I am the duly elected President;
- (2) at the meeting held on 09/22/2017, the Lake Sunapee Protective Association voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Lake Sunapee Protective Association further authorized the Executive Director 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:

June Fichter

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the Lake Sunapee Protective Association, this 22nd day of September, 2017.

  
\_\_\_\_\_  
Kristen Begor (signature above)

STATE OF NEW HAMPSHIRE

County of Sullivan

On this the 22nd day of September, 2017, before me Suzanne M. Godin the undersigned officer, personally appeared Kristen Begor who acknowledged him/herself to be the President of the Lake Sunapee Protective 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.

  
\_\_\_\_\_  
Suzanne M. Godin (signature above)

Commission Expiration Date  
(Seal)





**Attachment A  
Budget Estimate**

<b>Budget Item</b>	<b>s319 Grant Funding</b>	<b>Non-Federal Matching Funds</b>
Salaries & Wages	\$0	\$30,000
Indirect costs	\$0	\$2,150
Travel and Training	\$0	\$200
Contractual	\$50,000	\$0
Supplies	\$0	\$1,000
Construction	\$0	\$0
<b>Total Project Cost</b>	<b>\$50,000</b>	<b>\$33,350</b>

**Attachment B: Watershed Assistance and Restoration Grant Ranking**

Projects Implementing Watershed Plans												
Organization	Project Name	Amount requested	Reviewer A	Reviewer B	Reviewer C	Reviewer D	Reviewer E	Reviewer F	Reviewer G	Average Score	Rank	
NH-DES Dam Bureau	Sawyer Mill Dam Removal Project Phase 3 Construction	\$100,000	96	92	97	88	95	95	66	89.9	1	
Town of Wolfeboro	Lake Wentworth Crescent Lake WMP Implementation Phase 3 Route 109 Roadside and Camp Bernadette Shoreline BMPs	\$50,000	77	79	76	58	84	86	75	73.6	2	
Messer Pond Protective Association	Messer Pond Watershed-Based Implementation Plan - Phase 1. County Road BMPs	\$10,000	75	68	64	66	80	75	74	71.7	3	Selected for 2018*
Cobbett's Pond Improvement Association	Cobbett's Pond Restoration Plan Implementation IV - Bella Vista Area	\$100,000	82	84	78	76	82	88	80	78.6	4	Selected for 2018*
Town of Durham	Little Hills Pond-Dam Removal and Stream Restoration Project	\$75,000	76	85	69	71	86	71	58	73.4	5	Selected for 2018*
Green Mountain Conservation Group	Ossipee Lake Watershed Management Plan Phase 3 - A Watershed Plan for the Bearcamp River Subwatershed	\$50,000	75	72	73	74	82	60	69	72.3	6	Selected for 2018*
UNH Stormwater Center	Great Bay Watershed/Watershed Nitrogen Non-Point Source Study Implementation: Phase 3: University of New Hampshire BMPs to Reduce Nitrogen	\$75,000	70	82	78	85	75	74	50	70.6	7	Selected for 2018*
Stratford Regional Planning Commission	Oyster River Watershed Management Plan Implementation, Phase 1- Permeable Reactive Barrier Installations Project	\$50,000	76	78	74	61	82	72	47	70.0	8	Selected for 2018*
Pleasant Lake Protective Association	Pleasant Lake Watershed Plan Implementation, Phase 1	\$75,000	68	71	65	66	80	83	55	69.8	9	Not selected
Spofford Lake Protective Association	Spofford Lake Watershed Management Development and Implementation, Demonstration BMPs	\$50,000	73	77	74	58	81	75	46	68.1	10	Not selected
Southwest Region Planning Commission	Lake Warren Watershed Implementation Project, Phase 2	\$100,000	77	81	76	63	83	44	58	65.1	11	Not selected

Projects Developing Watershed Plans												
Organization	Project Name	Amount requested	Reviewer A	Reviewer B	Reviewer C	Reviewer D	Reviewer E	Reviewer F	Reviewer G	Average Score	Rank	
Nippo Lake Association	Nippo Lake Watershed Management Plan Phases 3 and 4 - Additional Watershed Planning and Implementation of BMPs	\$75,000	89	83	83	78	91	82	74	82.9	1	
Gregg Lake Association	Gregg Lake Watershed Management Plan Development	\$25,000	92	85	80	67	84	85	64	79.6	2	
Lake Winnepesaukee Association	Moultonborough Bay Watershed Plan Development	\$65,000	76	84	79	78	82	88	70	79.6	3	
Lakes Region Planning Commission	Winnisquam Watershed Plan -Phase 1 Groundwork for a Watershed Planning Process	\$10,000	72	83	73	67	80	86	60	74.4	4	
Squam Lakes Association	Squam Lakes Watershed Plan Development-Phase 1	\$50,000	81	74	82	62	75	70	72	73.7	5	
Lake Sunapee Protective Association	Sunapee Watershed Management Plan Development, 2017	\$50,000	69	81	80	66	82	62	73	73.3	6	
Upper Merrimack Watershed Association	Turkey River Watershed Restoration and Management Plan	\$50,000	90	74	67	59	85		61	72.7	7	
Jennete Pond Shore Owner's Association	Jennete Pond Watershed Development Plan	\$25,000	72	64	72	55	77	31	57	61.3	8	Not selected
UNH Stormwater Center	Pollutant Hot Spot Mapping for New Hampshire Coastal Communities: Identifying Critical Area for Nonpoint Source Management	\$75,000	66	68	56	60	76	50	45	59.8	9	Not selected
Town of Newmarket	Moonlight Brook Watershed Based Planning for Water Quality and Climate Resiliency	\$100,000	66	70	67	46	43	64	63	59.0	10	Not selected

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

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