



The State of New Hampshire
Department of Environmental Services

Thomas S. Burack, Commissioner



October 8, 2014

Her Excellency, Governor Margaret Wood Hassan
and The Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Environmental Services to enter into an agreement with the Southern New Hampshire Planning Commission, Manchester NH, (VC # 154521) in the amount of \$50,000 to complete the *Pleasant Lake Watershed Restoration Plan Project*, effective upon Governor and Council approval through December 31, 2016. 100% Federal Funds.

Funding is available in the account as follows:

	<u>FY 2015</u>
03-44-44-442010-2020-072-500574	\$50,000.00
Dept. Environmental Services, Section 604 Planning, Grants – Federal	

EXPLANATION

Each year DES receives funds under Section 604(b) of the Clean Water Act, which must be granted to regional planning agencies for water quality planning projects. DES solicited proposals from each of the nine regional planning agencies to submit scopes of services for projects supporting local efforts to address water quality outcomes such as: 1) identifying the most cost effective and locally acceptable facility and non-point measures to meet and maintain water quality standards; 2) developing an implementation plan to obtain State and local financial and regulatory commitments to implement water quality plans; 3) determining the nature, extent, and causes of water quality problems in the State; and, 4) determining those publicly owned treatment works which should be constructed, taking into account the relative degree of effluent reduction attained and the consideration of alternatives to such construction.

Six planning agencies submitted letters of intent for one project each, and two planning agencies submitted letters of intent for two projects each. All eight letters of intent were evaluated and ranked based on the following criteria: a) a clear and concise project outcome statement including discussion of how this planning effort will be used to make progress toward implementation of corrective actions which will protect or restore water quality with respect to Clean Water Act assessments; b) success in addressing the water quality outcomes (numbers 1 through 4 above); c) a reasonable budget and timeline; d) a documented community need or opportunity; and, e) the level of public participation and commitment to the project. Based on the specified selection criteria and the amount of grant funding available, the five highest ranked proposals were selected for funding. Please refer to Attachment B for review results, and review panel members.

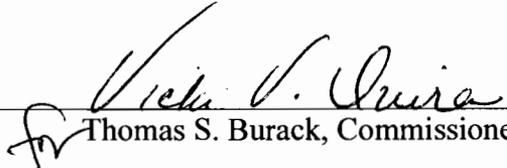


Pleasant Lake is a naturally occurring lake located in the towns of Deerfield and Northwood. Evidence of nonpoint source pollution related impacts have been documented in the DES's Pleasant Lake Diagnostic Study, and annual VLAP Lake Reports. Pleasant Lake currently does not support the designated uses of aquatic life use or primary contact recreation due to insufficient dissolved oxygen concentrations, and elevated bacteria levels at the Veasey Park Beach. Pleasant Lake also appears in the New Hampshire Nonpoint Source Management Plan ranked 12th for those surface waters having a high watershed recovery potential which underscores the need to generate a watershed restoration plan that will address these issues.

This project will develop a comprehensive watershed restoration plan. The plan will explore the connection between identified threats in the watershed and signs of stress in the lake and tributaries. Specifically, the project will (a) quantify primary sources of phosphorus loading by examining existing data and then calibrating watershed and lake response models; (b) develop a prioritization ranking and resource requirement matrix for those nonpoint sources requiring further action; (c) undertake an educational effort to raise watershed awareness among property owners and visitors to the lake about their actions and the sources and consequences of nonpoint source pollution; (d) develop preliminary Best Management Practices (BMP) designs, cost estimates, and resource requirements to address the priority sources of pollutants identified in the plan; and (e) develop methods for tracking progress of environmental responses in the watershed and performance of installed BMPs during subsequent implementation phases of the watershed restoration plan.

In the event that federal funds become no longer available, general funds will not be requested to support this program. The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.


Thomas S. Burack, Commissioner

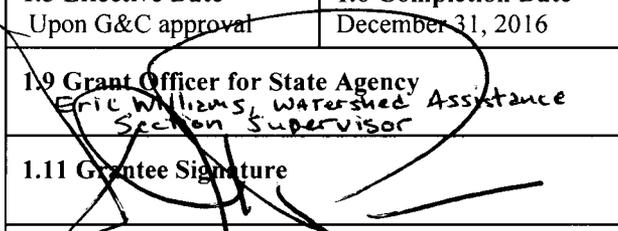
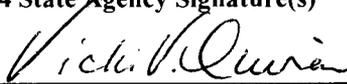
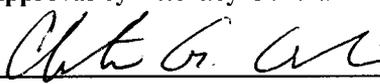
GRANT AGREEMENT

Subject: Pleasant Lake Watershed Restoration Plan

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 Southern New Hampshire Planning Commission		1.4 Grantee Address 438 Dubuque Street Manchester, NH 03102	
1.5 Effective Date Upon G&C approval	1.6 Completion Date December 31, 2016	1.7 Audit Date N/A	1.8 Grant Limitation \$50,000
1.9 Grant Officer for State Agency <i>Eric Williams, Watershed Assistance Section Supervisor</i>		1.10 State Agency Telephone Number 603-271-2358	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor David J. Preece, Executive Director	
1.13 Acknowledgment: State of New Hampshire, County of Rockingham On <u>10/21/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) <i>Linda Moore</i>			
1.13.2 Name & Title of Notary Public or Justice of the Peace Linda Moore, Office Administrator			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s)  Thomas S. Burack, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution)			
By: 		Attorney, On: <u>10/30/14</u>	
1.17 Approval by the Governor and Council			
By:		On: / /	

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

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

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

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

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

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

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

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

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

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

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

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

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

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

8. **PERSONNEL.**

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

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

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

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

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

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

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

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

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

10. **CONDITIONAL NATURE 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 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.

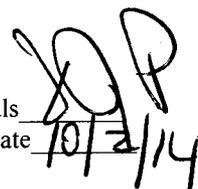
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Exhibit A Scope of Services

The Southern New Hampshire Planning Commission (SNHPC) will perform the following tasks as described in the proposal titled *Pleasant Lake Watershed Restoration Plan* submitted June 13, 2014:

Objective 1: Preliminary project planning

Measures of Success: Executed contract between Southern New Hampshire Planning Commission (SNHPC) and consultant relative to the development of the Pleasant Lake Watershed Restoration Plan and associated project management tasks.

Deliverable 1: Draft and final versions of the Request for Qualifications (RFQ), rank and review scoring summary, and subcontract(s)

Task 1: Following State and Federally approved procurement procedures, develop and issue Request for Proposals from consulting firms relevant to their role in developing the Pleasant Lake Watershed Restoration Plan. Provide documents to DES for review and approval prior to publication.

Task 2: Review responding consulting firms' proposals, rank them, and conduct interviews of top scoring firms.

Task 3: Following RFP ranking and consultant interviews, invite top ranking firm to submit a scope of work and fee schedule to complete the watershed restoration plan. If agreement cannot be achieved with top ranked firm, selection committee begins negotiations with second ranked firm.

Task 4: Obtain DES approval of contract documents and execute the contract between SNHPC and the selected consulting firm.

Task 5: Facilitate project kick-off meeting. Generate watershed stakeholder contact list, secure venue, announce meeting, and host kick-off meeting with all project stakeholders.

Objective 2: Draft and final Site Specific Project Plan (SSPP) for Pleasant Lake Watershed Restoration Plan

Measures of Success: The SSPP for this project will be developed and approved by DES

Deliverable 2: An approved SSPP that references the Generic Watershed Management Plan QAPP to address assimilative capacity, watershed load modeling, and BMP/NPS load reductions

Task 6: Prepare and submit a draft SSPP to DES for review and comment.

Task 7: Respond to proposed edits and comments provided by DES on the draft SSPP and create final document for approval by DES. Share approved SSPP with completed signature page with full project team.

Objective 3: Determine assimilative capacity for each water quality parameter associated with designated use attainment within Pleasant Lake

Measures of Success: Total assimilative capacity, reserve assimilative capacity, and remaining assimilative capacity for phosphorus and biological oxygen demand are calculated

Deliverable 3: Report calculating the current in-lake water quality criteria for phosphorus and chlorophyll-a, confirming designated use support or non-support for Pleasant Lake, and calculating

assimilative capacities for each parameter, including supporting data and analysis.

Task 8: Gather existing lake and tributary data (VLAP) and determine if acceptable for use in assimilative capacity analyses

Task 9: Determine the historical and current median Total Phosphorus (TP), Dissolved Oxygen (DO) and Chlorophyll-a (Chlor-a) levels for Pleasant Lake. Analyze and process data gathered under Task 8 to determine current DO concentration/saturation as well as median TP and mean chlor-a concentrations for Pleasant Lake.

Task 10: Calculate how much assimilative capacity exists for TP loading into Pleasant Lake before reserve capacity threshold is achieved and state nutrient criteria for an oligotrophic lake is exceeded.

Task 11: Analyze DO data to confirm the Pleasant Lake fails to support the Aquatic Life Designated Use for Class A surface waters (Pleasant Lake)

Objective 4: Confirm whether DO and Temperature conditions are naturally occurring and establish the water quality goal for phosphorus in Pleasant Lake.

Measures of Success: The naturally occurring DO conditions and a water quality goal for phosphorus will be formally approved by the water quality advisory committee and DES.

Deliverable 4: Model outputs and justification memo to DES relative to development and documentation of the process for determination of naturally occurring DO conditions and the in-lake TP goal for Pleasant Lake

Task 12: Establish a water quality advisory committee (WQAC) to review and approve process for DO and TP water quality goal-setting. Invite representatives from DES, PLPA, SNHPC, Town officials, DOT, and other stakeholders to serve on water quality advisory committee and begin review of models and historical data sets for goal-setting (TP) and justifying the naturally occurring DO trends within Pleasant Lake.

Task 13: Establish process for determining water quality goal (TP) and naturally occurring justification for DO. Work collaboratively with consultant to identify models that can accurately predict the in-lake TP values and lake response at various build-out conditions in the watershed. Select model(s) that will accurately predict in-lake DO conditions under fully forested watershed conditions and create basis for justification of naturally occurring DO trends within Pleasant Lake.

Task 14: Implement and document processes to determine the naturally occurring condition for DO and water quality goal for TP. Hold facilitated meetings with the WQAC, project steering committee, other DES officials, and watershed stakeholders to agree upon the water quality goal for TP and the justification for naturally occurring DO trends within Pleasant Lake.

Objective 5: Identify current and future pollution sources within Pleasant Lake watershed (EPA Element a)

Measures of Success: Individual pollution sources are identified in the watershed with sufficient resolution to begin development of the watershed restoration plan and to develop initial prioritization strategies for implementation.

Deliverable 5: Map showing the locations and types of BMPs needed in the watershed to meet the water quality goal; map showing likely watershed buildout and associated pollutant load increase.

Task 15: Develop survey/inspection forms and parcel based GIS map of watershed to assess septic systems. Review existing septic system inspection/survey forms utilized in other New Hampshire

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watersheds and create Pleasant Lake Watershed Septic System Inspection or Evaluation Forms.

Task 16: Conduct door-to-door septic system survey of properties within septic study zone adjacent to shoreline and tributaries. Establish septic system study buffer zone for Pleasant Lake and tributaries, work with PLPA District Representatives, SNPC, and other volunteers to complete septic system surveys through personnel interviews and site walks with homeowners.

Task 17: Compile septic system evaluation results and report out to consultant and WQAC. Create spreadsheet or database tracking tool for inventorying septic system survey data and report out findings to the consultant and WQAC.

Task 18: Determine pollution sources and associated loads for each subwatershed using the Spreadsheet Tool for Estimating Pollutant Loads (STEPL) or other approved method. Submit current, annual pollution source load estimates to WQAC for review.

Task 19: Coordinate with the consulting firm to lead ground-truthing surveys of the watershed to verify GIS land-use data layers and identify specific pollutant sources.

Task 20: Using in-lake response models, including Vollenweider, Lakes Loading Response Model (or appropriate in-lake conversion model), in combination with empirical data, estimate in-lake TP concentration, associated Chlor-a concentration, DO concentration and saturation and report out to WQAC for review.

Task 21: Run additional watershed modeling scenarios including natural background, build-out under current zoning, near term, planned future development, and others to determine if water quality target can be met.

Objective 6: Estimate pollution reductions needed to maintain the water quality goal and expected watershed conditions (EPA Element b)

Measures of Success: Pollution reductions required are realistic, achievable, and approved by WQAC

Deliverable 6: Provide DES with a copy of the interim technical memo from consultant with pollution load reductions to be presented to the WQAC.

Task 22: Calculate TP reductions needed to achieve the in-lake phosphorus goal for current and predicted watershed build-out conditions.

Task 23: Determine site specific Best Management Practice (BMP) locations. Coordinate with the consultant and PLPA representatives to conduct sub-watershed assessments to determine sites requiring mitigation for stormwater, erosion, infiltration, culvert upgrades, riparian buffer establishment, etc. Sites will be on private and public property, documented with photos, site IDs, GPS coordinates, recommended BMP descriptions, design, construction, and maintenance cost estimates.

Task 24: Estimate pollutant load reduction estimate for each site specific BMP. Estimate the load reductions expected for the management measures described under EPA element c to maintain the water quality goal.

Task 25: Report out results from Tasks 23 & 24 at one public meeting and integrate BMP site sheets into draft watershed restoration plan. Publicize and hold stakeholder meeting to communicate results of Objectives 4, 5, and 6 and provide a preliminary overview of the priority areas in the watershed where restoration action is needed. Solicit input from the public at this meeting and integrate those comments into the draft restoration plan.

Objective 7: Incorporate the EPA key elements (a-i) into the draft Pleasant Lake Watershed Restoration Plan required to maintain the water quality goal and desired watershed condition

Measures of Success: A draft watershed restoration plan for Pleasant Lake contains the nine key elements required by EPA and is available for public review and comment


Date 10/2/14

Deliverable 7: Draft Pleasant Lake Watershed Restoration Plan available for public comment.

Task 26: Determine the amount of technical and financial assistance required, the associated costs, funding sources, and authorities that will be relied upon to implement the restoration measures outlined in the Pleasant Lake Watershed Restoration Plan.

Task 27: Develop outreach and education strategy as key component of restoration plan. The project steering committee will work collaboratively to generate an outreach and education component for restoration plan development and implementation that will engage watershed stakeholders early and often to ensure buy-in, raise awareness, and to develop a sense of watershed stewardship among residents. Submit the draft to DES for review and comment. Revise based on DES comments. Task 28: Review current capacity of watershed municipalities, DOT, and other watershed stakeholders to engage in restoration plan implementation initiatives. Based upon those results, develop a realistic, BMP implementation schedule that accounts for property access, funding, grant cycles, and priority.

Task 29: Develop and describe interim, measureable milestones for determining whether or not NPS management measures, BMPs, or other actions are being implemented successfully.

Task 30: Develop monitoring and tracking system that monitors implementation of BMPs throughout the watershed over time. Progress will be tracked with the DES watershed plan tracking spreadsheet, pollutants controlled reports, annual data reports provided through NHVLAP, and other mechanisms suggested by the consultant hired to develop the plan.

Task 31: Assess Biological Oxygen Demand (BOD) and TP loading targets. Develop a set of criteria or statistical analyses that can be used to determine whether or not the desired BOD and TP loading is being achieved over time and if substantial progress is being made towards attaining or maintaining designated uses. If not, revise the criteria for determining whether or not the watershed restoration plan implementations have been successful.

Task 32: Develop draft watershed restoration plan and maps; review existing town land use regulations; propose new regulations. Submit draft watershed restoration plan to PLPA, DES, and project steering committee for initial review and comment.

Task 33: Incorporate comments received from project steering committee and prepare for public review and comment. Coordinate with the consultant to incorporate comments and suggested edits into the draft watershed restoration plan and prepare it for release to the public to solicit input from all watershed stakeholders.

Objective 8: Publish the final Pleasant Lake Watershed Restoration Plan

Measures of Success: The Pleasant Lake Watershed Restoration Plan is finalized and published on the PLPA, SNHPC, and DES websites.

Deliverable 8: Final public meeting documents and final Watershed Restoration Plan with all supporting documentation delivered to PLPA, and DES.

Task 34: Organize and conduct a public meeting where the consultant presents the draft watershed restoration plan, background information utilized to create the plan, and proposed implementation actions in the watershed. Coordinate with the consultant to address comments from the public, and edit the plan accordingly.

Task 35: Complete the final version of Pleasant Lake Watershed Restoration Plan and submit to DES for final review and approval. Publish the Pleasant Lake Watershed Restoration Plan on project stakeholder websites, and present the plan to the PLPA at an annual meeting.

Objective 9: 604(b) Grant reporting and documentation

Measures of Success: DES approves semi-annual progress reports, final report, and all payment requests

Deliverable 9: Semi-annual progress reports over the two year project period, a final report prepared according to DES guidance, and all payment requests, procurement documents, and match forms (if applicable).

Task 36: Prepare and submit electronic semi-annual reports to DES during 2015 and 2016 utilizing the template provided by DES and include all supporting documentation and deliverables.

Task 37: Prepare and submit final project report according to the guidance document provided by DES and submit it to DES along with all supporting documents before the end of the project grant period.

Exhibit B
Method of Payment and Contract Price

All services shall be performed to the satisfaction of DES before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of an associated invoice. Documentation of match costs (including the value of volunteer labor) shall be provided with each payment request. The final invoice shall include total match cost documentation of at least \$5,000. Payment shall be made in accordance with the following schedule based upon completion of specific tasks described in Exhibit A:

XAP
10/2/14

Upon completion and DES approval of Task	1	\$500
Upon completion and DES approval of Task	2	\$500
Upon completion and DES approval of Task	3	\$500
Upon completion and DES approval of Task	4	\$500
Upon completion and DES approval of Task	5	\$1,000
Upon completion and DES approval of Task	6	\$400
Upon completion and DES approval of Task	7	\$400
Upon completion and DES approval of Task	8	\$800
Upon completion and DES approval of Task	9	\$1,000
Upon completion and DES approval of Task	10	\$250
Upon completion and DES approval of Task	11	\$250
Upon completion and DES approval of Task	12	\$800
Upon completion and DES approval of Task	13	\$900
Upon completion and DES approval of Task	14	\$1,000
Upon completion and DES approval of Task	15	\$1,000
Upon completion and DES approval of Task	16	\$3,000
Upon completion and DES approval of Task	17	\$2,000
Upon completion and DES approval of Task	18	\$1,000
Upon completion and DES approval of Task	19	\$4,500
Upon completion and DES approval of Task	20	\$600
Upon completion and DES approval of Task	21	\$500
Upon completion and DES approval of Task	22	\$800
Upon completion and DES approval of Task	23	\$500
Upon completion and DES approval of Task	24	\$4,500
Upon completion and DES approval of Task	25	\$2,500
Upon completion and DES approval of Task	26	\$2,000
Upon completion and DES approval of Task	27	\$3,000
Upon completion and DES approval of Task	28	\$800
Upon completion and DES approval of Task	29	\$800
Upon completion and DES approval of Task	30	\$800
Upon completion and DES approval of Task	31	\$1,000
Upon completion and DES approval of Task	32	\$6,000
Upon completion and DES approval of Task	33	\$1,500
Upon completion and DES approval of Task	34	\$1,500
Upon completion and DES approval of Task	35	\$1,500
Upon completion and DES approval of Task	36	\$500
Upon completion and DES approval of Task	37	\$900
Total		<u>\$50,000</u>

Contractor Initials XOP
Date 10/2/14

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, Water Quality Management Planning under CFDA # 66.454. 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 DES with their Data Universal Numbering System (DUNS) number. The Grantee's DUNS number is 040232563.

All materials produced for public distribution shall be reviewed and approved by DES prior to distribution and shall include the DES logo and the following citation: "Funding for this project was provided in part by a Watershed Assistance Grant from the NH Department of Environmental Services with Clean Water Act Section 604 funds from the U.S. Environmental Protection Agency".


10/2/14

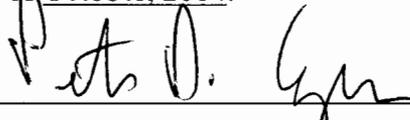
CERTIFICATE of AUTHORITY

I, Peter D. Capano, Chairman of the Southern New Hampshire Planning Commission, do hereby certify that:

- (1) I am the duly elected Chairman;
- (2) at the meeting held on October 2, 2014, the Southern New Hampshire Planning Commission voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Southern New Hampshire Planning Commission 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:

David J. Preece, Executive Director

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman of the Southern New Hampshire Planning Commission, this 2nd day of October, 2014.



Peter D. Capano, Chairman

STATE OF NEW HAMPSHIRE

County of Hillsborough

On this the 2nd day of October 2014, before me Linda Moore the undersigned officer, personally appeared Peter D. Capano who acknowledged himself to be the Chairman of the Southern New Hampshire Planning Commission 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.



Linda Moore

Commission Expiration Date: 9/3/19
(Seal)





CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<i>Participating Member:</i>	<i>Member Number:</i>	<i>Company Affording Coverage:</i>
Southern New Hampshire Planning Commission 438 Dubuque Street Manchester, NH 03102	525	NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2014	1/1/2015	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	\$
			Med Exp (Any one person)	\$
<input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	1/1/2014	1/1/2015	Combined Single Limit (Each Accident)	\$5,000,000
			Aggregate	\$5,000,000
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease – Each Employee	\$2,000,000
			Disease – Policy Limit	\$
<input checked="" type="checkbox"/> Property (Special Risk includes Fire and Theft)	1/1/2014	1/1/2015	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
New Hampshire Department of Environmental Services, 29 Hazen Drive, P.O. Box 95 Concord, NH 03302-0095			By: <i>Tammy Denver</i>
			Date: 5/28/2014 tdenver@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

**Attachment A
Budget Estimate**

Budget Item	Grant Amount
Salaries & Wages	\$14,029.00
Contractual	\$35,000.00
Travel and Training	<u>\$971.00</u>
Total Grant Amount	\$50,000.00

Attachment B: 604(b) Water Quality Planning Grants Ranking

Organization	Project Name	Reviewer 'A'	Reviewer 'B'	Reviewer 'D'	Reviewer 'E'	Total Score	Avg. Score	Rank
Southern NH Planning Commission	Pleasant Lake Watershed Restoration Plan	115	106	100	118	439	109.8	1
Rockingham Planning Commission	Regional Stormwater Tracking and Accounting Tool for Municipal AOC and MS4 Programs	80	92	79	103	354	88.5	2
North County Council	Mad River Fluvial Geomorphic Assessment and Restoration Plan	50	95	89	115	349	87.3	3
Rockingham Planning Commission	Implementation of WQ Improvement Tasks in the Lamprey and Piscassic River Watersheds	103	86	62	68	319	79.8	4
Stratford Regional Planning Commission	Septic System Database for Durham	60	58	87	77	282	70.5	5
Lakes Region Planning Commission	1991 Squam Lakes Watershed Management Plan Update	abstained	70	71	58	199	66.3	not selected
Southern NH Planning Commission	Impervious Cover Mapping for the Manchester MS4 Coalition	85	60	65	55	265	66.3	not selected
Nashua Regional Planning Commission	Water Quality Data Needs Assessment	88	67	51	18	224	56.0	not selected
Central NH Regional Planning Commission	Nomination of the Warner River	55	68	23	35	181	45.3	not selected
Upper Valley Lake Sunapee Regional Planning Commission	Watershed-based Plan to Restore Hydrologic Connectivity in the Little Sugar River Watershed	n/a	n/a	n/a	n/a	n/a	n/a	withdrawn by applicant

Review Team Members

Name	Qualifications
Jacque Colburn	22 years experience, Lakes and Rivers Programs Coordinator, environmental planner and general project management
Jeff Marcoux	11 years experience, Watershed Assistance Specialist, grant and contract expertise
Steve Landry	15 years experience, Merrimack Watershed Coordinator, project management, watershed management expertise
Eric Williams	25 years experience, Watershed Assistance Section Supervisor, environmental planner, general project management expertise, WAS section and 319 program supervisor.