



The State of New Hampshire
Department of Environmental Services



Thomas S. Burack, Commissioner

January 15, 2016

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 New Hampshire Rivers Council, Concord, NH (VC # 166749-B001), in the amount of \$85,000 to complete the *Development of a Watershed Management Plan for the Winnicut River* project, effective upon Governor and Council approval through December 31, 2017. 100% Federal Funds.

Funding is available in the accounts as follows:

	<u>FY 2016</u>
03-44-44-442010-2035-072-500575 Dept. Environmental Services, NPS Restoration Program, Grants-Federal	\$10,000
03-44-44-442010-3642-072-500575 Dept. Environmental Services, Coastal Zone Management, Grants – Federal	\$75,000

EXPLANATION

The Department of Environmental Services (DES) issued a Request For Proposals (RFP) for the 2016 Watershed Assistance Grants program. This year, the Watershed Assistance Grant funding has been augmented with Coastal Zone Management funding where appropriate to the proposed project. Eleven proposals were received. The proposals were ranked based on the criteria included in the RFP: water quality improvement or protection; cost/benefit ratio; local capacity to complete the project; relative value or significance of the water body; and, general quality and thoroughness of the proposal. Based on results of the selection process and available federal grant funding levels, the seven highest ranked watershed plan implementation projects, and the single highest ranked watershed plan development project, were selected to receive funding. Please see Attachment B for a list of project rankings and review team members.

The Watershed Assistance Grants focus on the reduction of nonpoint source (NPS) pollution. NPS pollution occurs when rainfall, snowmelt, or irrigation water runs over land or through the ground, transporting materials which are then deposited into rivers, lakes, and coastal waters, or introduced into the groundwater. Pollutants can include chemicals, sediments, nutrients, and toxics. These materials can have harmful effects on drinking water supplies, recreation, fisheries, and wildlife. Land development or changes in land use can also cause NPS pollution by disrupting the natural hydrology

of a water body, increasing impervious surfaces, and contributing to the loss of aquatic habitat. Watershed Assistance programs address NPS pollution by promoting good land use practices on a watershed scale.

The Winnicut River and several of its tributaries are listed on the DES 2012 303(d) report because the water quality is insufficient to support the designated uses of Aquatic Life Use, and Primary Contact Recreation. Parameters contributing to these impairments include insufficient dissolved oxygen, poor benthic macroinvertebrate community diversity and abundance, and elevated concentrations of *E. coli* bacteria. Additionally, the Winnicut River is one of seven major tributaries to the Great Bay which is also listed on the state's 2012 303(d) list as impaired for Aquatic Life Use. The 2010 DES Great Bay Nitrogen Loading Analysis indicates that existing nitrogen loads from the watershed need to be reduced by 6.6 tons annually to prevent low dissolved oxygen in the Winnicut River estuary and by 7.4 tons annually to protect eelgrass in Great Bay.

The goal of this project is to develop a Winnicut River Watershed Management and Restoration Plan. The intent is to create a plan that will provide the scientific basis for understanding the sources, transport mechanisms, and severity of the existing nutrient and sediment loads within the watershed. The completed plan will identify sources of pollutants, recommend and prioritize specific restoration actions, identify pollutant load reductions, assign costs for implementation, and determine the responsible parties for carrying out installation of Best Management Practices and their long-term operation and maintenance. It is anticipated that once the plan is fully implemented, dissolved oxygen levels in the river will increase and *E. coli* levels will decrease, enabling the river to meet its designated uses for Aquatic Life Use and Primary Contact Recreation. Additional benefits to the receiving water, Great Bay, are also anticipated.

The total project costs are budgeted at \$91,820. DES will provide \$85,000 (93%) of the project costs through a federal grant and the New Hampshire Rivers Council will provide the remaining costs through cash and in-kind services. A budget breakdown is provided in Attachment A. In the event that Federal Funds become no longer available, General Funds will not be requested to support this program. The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.


Thomas S. Burack, Commissioner

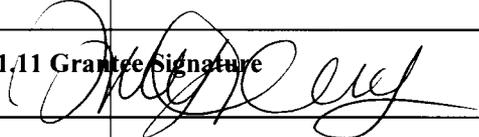
GRANT AGREEMENT

Subject: Development of a Watershed Management Plan for the Winnicut River

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

GENERAL PROVISIONS

1. IDENTIFICATIONS AND DEFINITIONS

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301	
1.3 Grantee Name New Hampshire Rivers Council		1.4 Grantee Address 54-207 Portsmouth St Concord NH 03301	
1.5 Effective Date Upon G&C approval	1.6 Completion Date December 31, 2017	1.7 Audit Date N/A	1.8 Grant Limitation \$85,000
1.9 Grant Officer for State Agency: Stephen C. Landry, Watershed Assistance Section Supervisor		1.10 State Agency Telephone Number 603-271-2969	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor Michele L. Tremblay, President, Board of Directors	
1.13 Acknowledgment: State of New Hampshire, County of <u>Merrimack</u> On <u>01/11/2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2 Name & Title of Notary Public or Justice of the Peace JANE A. MURRAY, Justice of the Peace My Commission Expires June 4, 2019			
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>2/2/2016</u>			
1.17 Approval by the Governor and Council By: _____ On: <u> / /</u>			

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **RECORDS AND ACCOUNTS.**

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

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

8. **PERSONNEL.**

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

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

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

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

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

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

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

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

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

10. **CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

11.1.2 failure to submit any report required hereunder; or

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

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

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

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

11.2.2 give the Grantee a written notice specifying the Event of

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

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

12. TERMINATION.

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

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

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

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

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

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

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

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

17. INSURANCE AND BOND.

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

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

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

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

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

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

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

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

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

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

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

Exhibit A
Scope of Services

The New Hampshire Rivers Council shall perform the following tasks as described in the detailed proposal titled, *Development of a Watershed Management Plan for the Winnicut River*, submitted by the New Hampshire Rivers Council, dated November 23, 2014:

Objective 1: Preliminary project planning

Measures of Success: Executed contract between New Hampshire Rivers Council (NHRC) and selected consultant for the development of a watershed management plan for the Winnicut River.

Deliverable 1: List of watershed stakeholders, draft and final versions of the Request for Qualifications (RFQ), rank and review summary, and subcontract.

Task 1: Establish Project Steering Committee (PSC) to guide project management activities.

Task 2: Identify consulting firms. Develop and issue RFQ for consultant services to develop the watershed management plan.

Task 3: Establish Selection Committee (SC) to participate in contractor selection activities, evaluate consultant qualifications and select firm. Review RFQs, conduct scoring, interview consultant firms, and select firm.

Task 4: Invite top firm to submit scope and fee to complete the restoration plan and conduct contract negotiation. If an agreement cannot be reached with the top firm, SC will negotiate with the second, highest, ranked firm.

Task 5: Obtain DES approval of subcontract documents. Following DES approval, execute the contract between NHRC and the selected firm.

Task 6: Facilitate project kickoff meeting. Generate watershed stakeholder list, secure venue, and host kickoff meeting.

Objective 2: Evaluate water quality data and modeling data for the watershed and determine assimilative capacity for pollutants of concern

Measures of Success: Pollutants of concern are identified, assimilative capacity is calculated.

Deliverable 2: Documentation for calculations of assimilative capacity for pollutants of concern.

Task 7: Gather existing watershed data including water quality, modeling results from previous efforts, and other information as identified. Obtain water quality and modeling data for the watershed from the DES Environmental Monitoring Database and other sources.

Task 8: Determine historical and current median nitrogen (N), total phosphorus (TP), and dissolved oxygen (DO) levels for the river. Analyze and process data gathered in task 6 to determine concentrations.

Task 9: Determine assimilative capacities for selected parameters. Calculate assimilative capacities for N, TP, and DO; determine if load reductions are needed. Provide documentation of

assimilative capacity calculations (for use in water quality goal setting).

Objective 3: Estimate pollutant load reductions needed to meet water quality goals

Measures of Success: Pollution reductions and water quality goals are realistic, achievable, and approved by the Water Quality Advisory Committee (WQAC).

Deliverable 3: Water quality goals for N, TP, and DO are documented.

Task 10: Establish a Water Quality Advisory Committee (WQAC) to review water quality results from tasks 6 - 8 and set water quality goals for the watershed plan.

Task 11: Establish and outline the WQAC's goal setting process.

Task 12: Implement goal setting process. Host 3 - 6 meetings to discuss water quality data and outputs of watershed loading modeling. Determine load reductions needed to meet water quality standards, and set goal.

Task 13: Document water quality goal. Formally document the water quality goal in a memorandum (develop draft document, provide to WQAC for review, finalize).

Objective 4: Identify current and future pollutant loading causes and sources to the extent at which they are present in the watershed.

Measures of Success: Sources of pollution needing to be controlled are identified.

Deliverable 4: Technical memo providing documentation of current and future sources of pollution

Task 14: Determine current annual pollution source load estimates. Identify appropriate scale and model for load estimates and run the model to determine current load estimates; provide output to WQAC for review.

Task 15: Estimate future loading for selected parameters. Select appropriate model and determine data needs for build-out analysis; run build-out analysis to predict future loads based on projected population and land use change; provide output to WQAC for review.

Task 16: Document modeling output for use in watershed plan. Develop modeling technical memo to describe process and outputs including identification of pollutant loading causes and sources to the extent at which they are present in the watershed.

Objective 5: Identify the actions needed and resources required to reduce pollution

Measures of Success: Approaches and required resources for reducing pollutant loads are described for critical implementation areas.

Deliverable 5: A prioritized list of pollutant load reduction actions

Task 17: Develop survey/inspection forms, and/or best management practice (BMP) optimization model to assess and identify stormwater management and other restoration opportunities; additionally, conduct culvert data review to determine how culverts affect water quality and river flow. Develop and implement methodology for identifying on the ground opportunities to address problem culverts and reduce pollutant loading from stormwater runoff; implement methodology and develop priority list of locations for culvert upgrades and BMPs for stormwater management (cost and load reduction).

Task 18: Conduct septic system risk analysis to assess septic systems. Research records at local and state level to identify septic systems at risk for contributing pollutant loads to the river; develop a priority list of areas to target for potential septic upgrades/installations.

Task 19: Identify other actions needed to reduce pollution (including nonstructural approaches such as voluntary fertilizer reductions, etc.). Identify approach and pinpoint actions.

Task 20: Develop list of priority actions, locations and approaches for reducing pollution. Ground truth findings as needed and develop priority list based on cost/load reduction or other method as identified; host public stakeholder meeting to get input on priorities.

Task 21: Finalize priority action list and ensure it is realistic. Meet with PSC and stakeholders to review priority list and ensure it is realistic; finalize list for inclusion in the watershed plan.

Objective 6: Develop costs and authority for watershed plan implementation

Measures of Success: Costs, responsible parties, and potential matching contributions for watershed plan implementation are created

Deliverable 6: Documentation of costs and authority

Task 22: Develop conceptual cost estimates for implementation actions described in the watershed plan including structural and non-structural pollutant load reduction actions, monitoring, outreach, etc. Estimate the amount of technical and financial assistance needed to implement restoration measures outlined in the plan.

Task 23: Coordinate with the PSC to ensure the estimates and responsible parties are realistic; finalize and document costs & authorities for inclusion in the watershed plan. Identify potential sources of funding for actions (grants, etc.). Conduct meeting with stakeholders to review and revise estimates; produce final documentation.

Objective 7: Conduct public outreach

Measures of Success: Outreach is conducted to build awareness of the project.

Deliverable 7: Documentation of outreach activities (flyers, brochures, workshop sign-in sheets, press releases, etc.)

Task 24: Implement the Watershed Steward Program™. Implement aspects of the Watershed Steward Program™ including septic system maintenance, NPS source reduction, etc. for at least 20 Winnicut River watershed homeowners.

Task 25: Report on Watershed Steward Program™ and outreach success and plan for future efforts. Develop report and incorporate findings and recommendations into the watershed plan. Funding credit requirement on final work products and outreach materials: All final work products and outreach materials associated with the work for Task 23 and 24 shall include the NOAA, NHCP and DES logos. All work products and outreach materials shall state that “This project was funded, in part, by NOAA’s Office for Coastal Management under the Coastal Zone Management Act in conjunction with the NH Department of Environmental Services Coastal Program with additional funding provided through a Watershed Assistance Grant with Clean Water Act Section 319 Funds from the U.S. Environmental Protection Agency.”

Objective 8: Incorporate the remaining EPA key elements into the Winnicut River Watershed Management Plan and develop final watershed management plan

Measures of Success: The watershed management plan is developed, reviewed and finalized

Deliverable 8: Final plan is available to public and stakeholders.

Task 26: Review capacity of stakeholders and coordinate with stakeholders to develop a realistic implementation schedule that accounts for property access (BMPs), funding cycles, grants, match commitments, etc.

Task 27: Develop interim milestones for determining whether actions described in the plan are being implemented. Review actions and set meaningful programmatic milestones to measure implementation success (number of BMPs implemented, number of ordinances adopted, etc.).

Task 28: Establish criteria for measuring and demonstrating environmental progress toward achieving water quality and restoration goals. Develop a set of criteria or statistical analyses to determine if the water quality goals are being met.

Task 29: Develop a monitoring plan to evaluate effectiveness of implementation efforts.

Task 30: Develop first draft of watershed management plan for review by the project steering committee; send plan out to PSC for review and incorporate comments.

Task 31: Present second draft of watershed plan to the public at a facilitated meeting and solicit final comments on the plan. Conduct a public meeting to present the plan and solicit feedback from the public. Record comments and provide them to the consultant for final plan review.

Task 32: Finalize the plan and coordinate with the PSC to publish the plan.

Objective 9: Grant reporting and documentation

Measures of Success: Grant documentation, reports, and payment requests are submitted to DES on time and approved.

Deliverable 9: Grant documentation as specified by DES

Task 33: Prepare and submit semi-annual reports June and December during project period. NHRC will submit semi-annual project reports utilizing templates provided by DES and will include all supporting documentation.

Task 34: Prepare and submit payment requests, match documentation and procurement information during project period as required by DES. NHRC will submit financial information and supporting documentation to DES using templates and guidance.

Task 35: Prepare and submit final project report. NHRC will submit a final project report utilizing templates provided by DES and will include all supporting documentation. An electronic version in .pdf format shall be submitted. The final report shall summarize the project and shall include a financial summary of project costs. A funding credit statement identical to the quotation in 5 above shall appear on all final work products intended for public distribution. Logos of sponsoring agencies (NHDES, NHCP & NOAA) shall also appear on the final report. A Final Report summarizing project activity and task completion to date shall be due no later than June 30, 2017. An addendum to the Final Report summarizing activities conducted after June 30, 2017 will be prepared and submitted by December 31, 2017.

Exhibit B

Method of Payment and Contract Price

The State shall pay to the Grantee the total reimbursable program costs in accordance with the following requirements:

Reimbursement requests for program costs shall be made by the Grantee using a payment request form as supplied by the State, which shall be completed and signed by the Grantee. The payment request form shall be accompanied by proper supporting documentation in the amount of each requested disbursement and required matching funds. Documentation of reimbursable and matching costs may include invoices for supplies, equipment, services, contractual services, and a report of personnel, travel and indirect costs. For projects that demonstrate progress solely through the submission of interim progress reports, payments shall be made upon receipt, review and approval of the interim progress report and accompanying payment request form. Pre-agreement costs may be reimbursed or counted as matching funds as long as those costs were incurred within the effective period of the federal grant and after State approval of the project. The Grantee must request prior written approval from the State to incur pre-agreement costs. Payments shall be made to the Grantee no more frequently than monthly.

The total reimbursement shall not exceed the grant award of \$85,000.

Exhibit C

Special Provisions

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

Subparagraph 17.1.2 of the General Provisions shall be changed to read: "comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate; and"

Federal Funds paid under this agreement are from a Grant Agreement to the State from the US Department of Commerce (DOC), National Oceanic and Atmospheric Administration under CFDA # 11.419. 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.

Additional Federal Funds paid under this agreement are from a Grant Agreement to the State from the US Environmental Protection Agency, NPS Implementation Grant under CFDA # 66.460. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing DES with their Data Universal Numbering System (DUNS) number.

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

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

II) ***Financial management.*** The Grantee shall comply with 40 CFR 30.21 and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.

III) ***Allowable costs.*** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 40 CFR 30.27; and OMB Circular A-122.

IV) ***Matching funds.*** All matching funds contributed by the Grantee shall conform to the same laws, regulations, and grant conditions as the federal funds in the Agreement and referenced in 40 CFR 30.23 and OMB Circular A-122.

V) ***Property Management.*** The Grantee shall comply with the property management and procedures detailed in 40 CFR 30.34 through 40 CFR 30.37 and OMB Circular A-122.

VI) ***Debarment and Suspension.*** The grantee shall comply with 40 CFR 30.13. By signing and

submitting the Agreement, the Grantee certifies that they have not been debarred or suspended by a government agency. The Grantee will not make any award or permit any award (subgrant or subcontract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

VII) **Procurement.** When purchasing goods or services with grant or match funds, the Grantee shall comply with procurement regulations as detailed in 40 CFR 30.40 through 30.47 which include procurement standards, competition, methods of procurement, contract cost and price, agency review, bonding requirements, and contract provisions.

a. Assignment of Subcontracts. The Contractor shall not assign, or otherwise transfer any interest in this contract without the prior written consent of the Contract Owner and the State.

b. Subcontracts. The Contractor shall:

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

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

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

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

IX) **New Restrictions on Lobbying: Interim Final Rule.** The Grantee shall comply with the terms of 40 CFR part 34 and OMB Circular A-87 which prohibit the use of federal grant funds to influence (or attempt to influence) a federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if *non*federal funds have been used to influence (or attempt to influence) a federal employee.

X) **Drug-Free Workplace.** The Grantee will comply with the terms of 40 CFR Part 36 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Grantee certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.

XI) **Bonding requirements.** For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (currently \$100,000), the minimum requirements shall be as follows:

a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

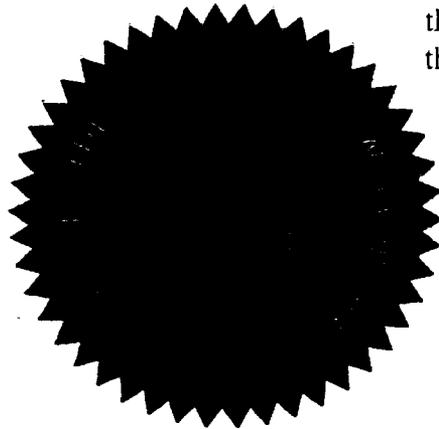
XII) ***Federal Funding Accountability and Transparency Act (FFATA)***. The Grantee shall comply with the terms of the FFATA by providing DES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data as required under the FFATA. The Grantee's DUNS number is 024387875.

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 NEW HAMPSHIRE RIVERS COUNCIL is a New Hampshire nonprofit corporation formed July 9, 1993. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of December A.D. 2015



A handwritten signature in black ink, appearing to read "William Gardner", written in a cursive style.

William M. Gardner
Secretary of State

CERTIFICATE of AUTHORITY

I, Steven Lowe, Secretary of the New Hampshire Rivers Council, do hereby certify that:

- (1) I am the duly elected Secretary;
- (2) at the meeting held on November 19, 2015 the New Hampshire Rivers Council voted to authorize the President to accept funds and enter into contracts with the Department of Environmental Services;
- (3) the New Hampshire Rivers Council further authorized the President to execute any documents which may be necessary for this contract;
- (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (5) the following person has been elected to and now occupies the office indicated in (3) above:

Michele L. Tremblay, President

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the New Hampshire Rivers Council, this 14th day of January 2016



 Steven Lowe, Secretary

STATE OF NEW HAMPSHIRE

County of Merrimack

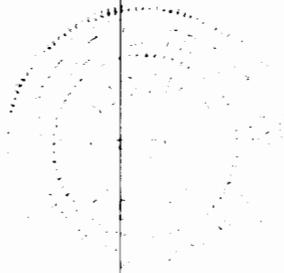
On this the 14th day of January 2016, before me Michele L. Tremblay (name of notary public/justice of the peace) the undersigned officer, personally appeared Steven Lowe who acknowledged him/herself to be the Secretary of the New Hampshire Rivers Council being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

MICHELE L. TREMBLAY, Justice of the Peace
My Commission Expires August 24, 2016

 Name of notary public/justice of the peace

Commission Expiration Date:
 (Seal)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/8/2016

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

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

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Pat Mack PHONE (A/C, No, Ext): (603) 293-2791 E-MAIL ADDRESS: pat@esinsurance.com FAX (A/C, No): (603) 293-7188
	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Co INSURER B: Foremost Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED New Hampshire Rivers Council 54 Portsmouth Street Concord NH 03301	NAIC # 11185

COVERAGES **CERTIFICATE NUMBER: 2015-2016** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK1165859	5/19/2015	5/19/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	WC001674029	5/19/2015	5/19/2016	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

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

Budget Item	NOAA CZM	s319 Grant Funding	Non-Federal Matching Funds	Total
Salaries & Wages	\$0.00	\$6,090.00	\$6,820.00	\$12,910.00
Indirect Costs	\$1,000.00	\$0.00	\$0.00	\$1,000.00
Travel and Training	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$74,000.00	\$3,910.00	\$0.00	\$77,910.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Total Project Costs	\$75,000.00	\$10,000.00	\$6,820.00	\$91,820.00

Attachment B: 2016 Watershed Assistance and Restoration Grant Ranking

Projects Implementing Watershed Plans										
Organization	Project Name	Reviewer 'A'	Reviewer 'B'	Reviewer 'C'	Reviewer 'D'	Reviewer 'E'	Reviewer 'F'	Reviewer 'G'	Average Score	Rank
Action-Wakefield Watersheds Alliance	Province Lake - Jolly Roger Septic System Upgrade	98	92	90	94	85	88	87	90.6	1
Newfound Lake Region Association	Newfound Watershed Master Plan Implementation - Phase II	87	80	90	85	73	78	81	82.0	2
Pleasant Lake Protection Association	Pleasant Lake Watershed Restoration Plan Implementation - Phase 1	91	78	88	91	74	66	78	80.9	3
UNH Stormwater Center	B-Lot Stormwater Retrofits	86	86	88	89	67	70	78	80.6	4
Town of Exeter/WISE	Implementation of the Squamscott - Exeter Watershed Management Plan	94	87	75	87	77	68	70	79.7	5
Franklin Pierce University	Pearly Pond Watershed Restoration Plan: Implementation Phase 1	75	83	88	79	80	69	77	78.7	6
City of Dover	Willand Pond Boat Launch Best Management Practices	86	69	72	85	71	63	84	75.7	7
Stafford County Conservation District	Great Bay Watershed Management Plan-Nitrogen Cycling	66	82	72	76	75	60	87	74.0	Not selected
Nashua Regional Planning Commission	Baboosic Lake 2014 Watershed Plan Update Implementation: On-site Waste Management Program	85	80	67	76	70	55	80	73.3	Not selected
Projects Developing Watershed Plans										
Organization	Project Name	Reviewer 'A'	Reviewer 'B'	Reviewer 'C'	Reviewer 'D'	Reviewer 'E'	Reviewer 'F'	Reviewer 'G'	Average Score	Rank
New Hampshire Rivers Council	Development of a Watershed Management Plan for the Winnicut River	90	89	81	93	90	n/a	91	89.0	1
Lake Winnepesaukee Association	Moultonborough Bay and Broad's North Watershed Management Plan Development	89	79	88	88	72	74	69	79.9	Not selected

Review Team Members

Name	Qualifications
Steve Landry	20 years experience, Watershed Assistance Section Supervisor, project management, Merrimack watershed and fluvial geomorphology expertise
Jeff Marcoux	12 years experience, Watershed Assistance Specialist, 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 Washkin	15+ years experience, Grants Specialist, budgeting, planning, project assistance expertise
Jillian McCarthy	13 years experience, Stormwater Coordinator, quality assurance, program planning, low impact development and stormwater 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.