



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

November 10, 2016

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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services to enter into an agreement with the Newfound Lake Region Association, Bristol, NH, (VC # 156100) in the amount of \$110,000 to complete the *Newfound Lake Watershed Plan Implementation Phase III: Watershed Best Management Practices and Stewardship Capacity*, effective upon Governor and Council (G&C) approval through December 31, 2019. 100% federal funds.

Funding is available in the account as follows:

	<u>FY 2017</u>
03-44-44-442010-2035-072-500575	\$110,000
New Hampshire Department of Environmental Services, NPS Restoration Program, Grants-Federal	

EXPLANATION

The Department of Environmental Services (NHDES) issued a Request For Proposals (RFP) for the 2016 Watershed Assistance Grants program. 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 highest ranked watershed plan development project were selected to receive funding. 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 *Newfound Lake Watershed Plan Implementation Phase III: Watershed Best Management Practices and Stewardship Capacity* project is designed to protect and improve water quality in Newfound Lake which serves as the centerpiece of a rural, 63,150-acre watershed in central New Hampshire. Through previous phases of this project, Newfound Lake Region Association (NLRA) developed a watershed master plan which identified threats to water quality and began implementing corrective actions. While Newfound Lake is one of the cleanest lakes in the State, it is threatened by NPS pollution, primarily from stormwater runoff. Water quality concerns include beach closings (in years 2008, 2009, 2010 and 2015) due to *E.coli* bacteria; sediment loading from roads, building development, and forestry practices; and phosphorus that accompanies sediment transport and loading. Long-term

DES Web site: www.des.nh.gov

P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095

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monitoring indicates declining clarity at two in-lake sampling stations. In addition, the watershed lacks land-use regulation directed at erosion prevention and water quality protection.

The focus of this implementation phase will include working with towns to address road erosion and runoff problems that were identified and prioritized by 2010 and 2014 roadway drainage assessments; designing and completing joint projects with towns, homeowners associations, and the NH Department of Transportation; creating tools for citizens and town boards to implement effective land-use policy; and installing residential stormwater treatment practices to demonstrate and communicate stormwater pollution prevention to the general public. Project success will be measured through estimations of sediment and phosphorus pollutant load reductions.

The total project costs are budgeted at \$183,370. NHDES will provide \$110,000 (60%) of the project costs through a federal grant and the Newfound Lake Region Association will provide the remaining costs through cash and in-kind services. A budget breakdown is provided in Attachment A. In the event that federal funds become no longer available, general funds will not be requested to support this program. The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.


Thomas S. Burack, Commissioner

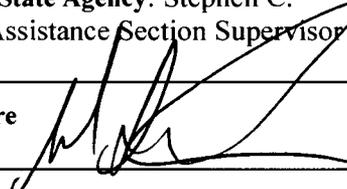
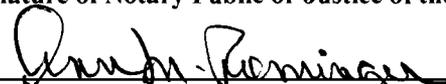
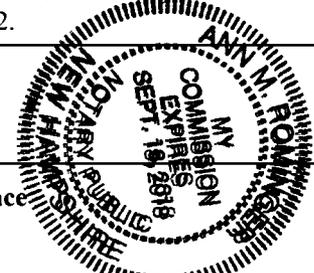
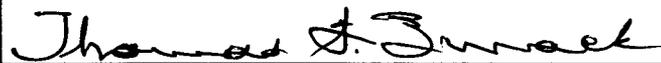
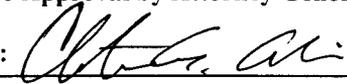
GRANT AGREEMENT

Subject: Newfound Lake Watershed Plan Implementation Phase III: Watershed Best Management Practices and Stewardship Capacity

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 Newfound Lake Region Association		1.4 Grantee Address 10 North Main St., Unit 1 Bristol, NH 03222	
1.5 Effective Date Upon G&C approval	1.6 Completion Date December 31, 2019	1.7 Audit Date N/A	1.8 Grant Limitation \$110,000
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 Boyd Smith, Executive Director	
1.13 Acknowledgment: State of New Hampshire, County of <u>Grafton</u> On <u>10 25 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 <u>Ann M. Rominger</u>			
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>11 / 17 / 2016</u>			
1.17 Approval by the Governor and Council By: _____ On: / /			

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **RECORDS AND ACCOUNTS.**

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

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

8. **PERSONNEL.**

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

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

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

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

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

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

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

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

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

10. **CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

11.1.2 failure to submit any report required hereunder; or

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

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

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

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

11.2.2 give the Grantee a written notice specifying the Event of

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

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

12. TERMINATION.

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

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

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

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

13. CONFLICT OF INTEREST. No officer, member or employee of the Grantee and no representative, officer 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 Newfound Lake Region Association shall perform the following tasks as described in the detailed proposal titled, *Newfound Lake Watershed Plan Implementation Phase III: Watershed Best Management Practices and Stewardship Capacity*, submitted by Newfound Lake Region Association dated November 23, 2015:

Objective 1: Complete installation of Structural Best Management Practices (BMPs)

Measures of Success: Confirm Town project priorities and implement ten or more BMPs on town roads; implement the Sleepy Hollow stormwater mitigation project and determine potential restoration actions; perform preliminary assessments on Rankin Road and Pop's Cove to determine optimum BMPs, and implement potential interim measures.

Deliverable 1: Document meetings with Groton, Hebron, Alexandria and Bristol; document completion of BMPs, including narrative, photographs and modeled load reductions; provide the New Hampshire Department of Environmental Services (NHDES) with a draft and final Request for Qualifications (RFQ) and subcontract for environmental engineering firm; provide summary report of Rankin Road assessment with preliminary BMPs, estimated cost and required authority; provide annual status reports on Sleepy Hollow, with narrative, photographs, work completed; provide summary report for Pop's Cove assessment with preliminary BMPs estimated cost and required authority.

Task 1: Prioritize Town BMPs; meet with Town Road Agents and Select Boards to prioritize and schedule BMP projects. Base selection on sites identified in Tables 1 and 2 of the Full Proposal. Document sites using individual narratives, including site description, photographs and objectives.

Task 2: Subcontract with engineering firm (P.E. capable) for Tasks 7 and 9; prepare and obtain NHDES approval for qualifications-based selection documents for contracting engineering services. Publish the NHDES approved RFQ and then select an engineer. Enter into a contract with environmental engineering firm(s) to perform preliminary design and cost estimates for the Rankin Road and Pop's Cove stormwater projects, and to prepare a Site-Specific Project Plan (SSPP) for post-BMP load reduction modeling.

Task 3: Prepare SSPP; using examples provided by NHDES, prepare a SSPP in accordance with project and NHDES requirements.

Task 4: Implement Town BMPs **year 1**; 2017 Town BMP implementation. Implement BMPs identified in the watershed plan. Coordinate materials procurement with Towns, observe representative work, document pre- and post-BMP site conditions, estimate load reductions (if not previously completed or model assumptions change significantly), create summary field report, and operations and maintenance plan for each BMP, and provide Pollutants Controlled Report (PCR) to NHDES.

Task 5: Implement Town BMPs **year 2**; 2018 Town BMP implementation. Implement BMPs identified in the watershed plan. Coordinate materials procurement with Towns, observe representative work, document pre- and post-BMP site conditions, estimate load reductions (if not previously completed or model assumptions change significantly), create summary field report, and operations and maintenance plan for each BMP, and provide PCR to NHDES.

Task 6: Implement Town BMPs **year 3**; 2019 Town BMP implementation. Implement BMPs identified in the watershed plan. Coordinate materials procurement with Towns, observe representative work, document pre- and post-BMP site conditions, estimate load reductions (if not previously completed or

model assumptions change significantly), create summary field report, and operations and maintenance plan for each BMP, and provide PCR to NHDES.

Task 7: Coordinate Rankin Road assessment; determine legal ownership and responsibility among multiple landowners accessing this Class VI road; coordinate with subcontracted engineering firm to perform preliminary site assessment and remedial cost estimate; create summary report with narrative describing current site conditions and recommended remedial actions.

Task 8: Coordinate with Association, Town, and the New Hampshire Department of Transportation (NHDOT) to implement NHDOT stormwater mitigation design for Sleepy Hollow; mitigate up-stream and off-site source on the Town road; assist with assessing restoration options, including sediment removal from lake.

Task 9: Perform Pop's Cove assessment; Coordinate with the Association, individual landowner's, and Town's work to reduce stormwater flooding and erosion, assess long-term options; create summary report with narrative, current site conditions, effects of mitigation steps (if taken), and recommendations. Grant funds applied to engineering fees and construction costs.

Objective 2: Implement Non-Structural BMPs

Measures of Success: Compliance checklist adopted by one or more boards in three or more Towns within the watershed. Up to three land-use ordinances (riparian buffers, steep slopes, and wetlands protection adopted in three or more Towns.

Deliverable 2: Compliance matrix with documentation of public access (print, electronic, workshops); minutes, handouts and attendance at planning capacity training workshops; copies of recommended land-use regulations by Town; record of planning Board and Town Meeting attendance and regulation adoption results by Town.

Task 10: Develop compliance checklist; a summary matrix of applicable regulations for standard land-use changes will be developed.

Task 11: Coordinate development of land-use ordinances for riparian buffers, steep slopes, and highly-erodible land; hold workshops and provide print and electronic education and outreach materials to assist residents and Town Boards with ordinance adoption; maintain records of meeting attendance and ordinance adoption (2017).

Task 12: Coordinate development of land-use ordinances for riparian buffers, steep slopes, and highly-erodible land; hold workshops and provide print and electronic education and outreach materials to assist residents and Town Boards with ordinance adoption; maintain records of meeting attendance and ordinance adoption (2018).

Objective 3: Outreach and Education using BMPs (Newfound Youth Conservation Corps; "NYCC")

Measures of Success: Complete 25 or more BMPs on ten or more properties, preventing 3-5 tons/year sediment (3-5 lb/yr. phosphorus) from entering Newfound Lake.

Deliverable 3: List of properties within 250 feet of Newfound Lake, named river, or pond; copy of outreach materials produced; project summary reports for each property (site description, BMPs installed, PCRs, representative photographs); link to project information on the Newfound Lake Region Association (NLRA) web site.

Task 13: Develop outreach materials for BMPs; Building on Soak Up the Rain and Acton-Wakefield Watersheds Alliance's Youth Conservation Corps (YCC) programs, create outreach materials to recruit participants. Provide materials to NHDES for review and approval prior to publication.

Task 14: Construct BMPs 2017; Build BMPs with NLRA employees and landowner participation. Model results using the Residential Loading Model (RLM) as per the approved SSPP, and provide PCR to NHDES, including BMP maintenance plan.

Task 15: Construct BMPs 2018; build BMPs with NLRA employees and landowner participation. Model results using the RLM as per the approved SSPP, and provide PCR to NHDES, including BMP maintenance plan.

Objective 4: Complete Project Administration

Measures of Success: Prepare and submit project reports in accordance with grant requirements.

Deliverable 4: Copies of Operations and Maintenance (O&M) agreements; project invoices, match, and procurement documentation; PCRs; semi-annual reports; and, final project report.

Task 16: Perform project administration and submit semi-annual report. - **No. 1;** Submit electronic semi-annual reports documenting all work performed during the project periods as follows:

- Work completed from project start date – March 30, report is due by April 30

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

Task 17: Perform project administration and submit semi-annual report. - **No. 2;** Submit electronic semi-annual reports documenting all work performed during the project periods as follows:

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

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

Task 18: Perform project administration and submit semi-annual report. - **No. 3;** Submit electronic semi-annual reports documenting all work performed during the project periods as follows:

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

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

Task 19: Perform project administration and submit semi-annual report. - **No. 4;** Submit electronic semi-annual reports documenting all work performed during the project periods as follows:

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

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

Task 20: Perform project administration and submit semi-annual report. - **No. 5;** Submit electronic semi-annual reports documenting all work performed during the project periods as follows:

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

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

Task 21: Perform project administration and deliver a comprehensive final report to NHDES on or before the project completion date. The final report shall include load reduction estimates, photo-documentation of installed system components when applicable, and comply with the NHDES and the U.S. Environmental Protection Agency (EPA) requirements found in the final report guidance document on the NHDES Watershed Assistance Section webpage.

Additional Requirements of the Agreement

Quality Assurance

All project activities which are to be guided by a Quality Assurance document such as a Quality Assurance Project Plan (QAPP) or Site Specific Project Plan (SSPP) must **not** begin prior to NHDES/EPA approval of that QA document. In the event that sampling, modeling, or other such activities precede QA document approval, the data will not be considered valid, and the grantee will forfeit the ability to receive payment for those activities.

Outreach Materials

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

Operations and Maintenance

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

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

Exhibit B: Method of Payment and Contract Price

Procurements of goods or services made with grant funds, or those credited as match, shall comply with the terms of this agreement, and must be reported to NHDES. Documentation of match credit shall be provided with each payment request. The cumulative match value for the project shall meet or exceed the amount of grant funds received multiplied by 0.667 (e.g. \$110,000 grant X 0.667 = \$73,370 minimum match required). The grantee shall submit payment requests, procurement reports, and match documentation on the forms provided by NHDES. Payment shall be made in accordance with the following schedule based upon satisfactory completion of specific tasks, and receipt of deliverables as described in Exhibit A:

Upon completion and NHDES approval of Task 1	\$2,000
Upon completion and NHDES approval of Task 2	\$2,800
Upon completion and NHDES approval of Task 3	\$1,000
Upon completion and NHDES approval of Task 4	\$15,000
Upon completion and NHDES approval of Task 5	\$15,000
Upon completion and NHDES approval of Task 6	\$15,000
Upon completion and NHDES approval of Task 7	\$7,000
Upon completion and NHDES approval of Task 8	\$10,100
Upon completion and NHDES approval of Task 9	\$3,000
Upon completion and NHDES approval of Task 10	\$4,000
Upon completion and NHDES approval of Task 11	\$6,000
Upon completion and NHDES approval of Task 12	\$6,000
Upon completion and NHDES approval of Task 13	\$3,000
Upon completion and NHDES approval of Task 14	\$4,500
Upon completion and NHDES approval of Task 15	\$4,500
Upon completion and NHDES approval of Task 16	\$1,500
Upon completion and NHDES approval of Task 17	\$1,500
Upon completion and NHDES approval of Task 18	\$1,500
Upon completion and NHDES approval of Task 19	\$1,500
Upon completion and NHDES approval of Task 20	\$1,500
Upon completion and NHDES approval of Task 21	\$3,600
Total	\$110,000

Funding is provided through a Watershed Assistance Grant from the NH Department of Environmental Services with Clean Water Act Section 319 funds from the U.S. Environmental Protection Agency.

Exhibit C Special Provisions

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

Subparagraph 17.1.2 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 Environmental Protection Agency, NPS Implementation Grant under CFDA # 66.460. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing NHDES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data information as required under the FFATA. The Grantee’s DUNS number is 078277313.

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

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

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

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

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

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

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

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

a. Assignment of Subcontracts. The Grantee shall not assign, or otherwise transfer any interest in this

Agreement without the prior written consent of the State Agency.

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

c. **Subcontracts.** The Grantee shall:

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

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

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

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

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

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

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

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

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

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

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

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

**Newfound Lake Region Association - Newfound Lake Watershed Plan Implementation
Phase III: Watershed Best Management Practices and Stewardship Capacity**

CERTIFICATE of AUTHORITY

I, William K. Weidman, Jr. Treasurer of the Newfound Lake Region Association (NLRA), do hereby certify that:

- (1) I am the duly elected Treasurer;
- (2) at the electronic meeting of October 19, 2016, the NLRA voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) The NLRA 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:

Boyd Smith, Executive Director

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the NLRA, this 25th day of October 2016.

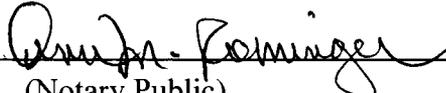


William K. Weidman, Jr. Treasurer (sign above)

STATE OF NEW HAMPSHIRE
County of Grafton

On this the 25 day of Oct 2016, before me Paul M. Rominger (Notary Public) the undersigned officer, personally appeared William K. Weidman, Jr. who acknowledged himself to be the Treasurer of the NLRA 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.



(Notary Public)

Commission Expires on _____
(Seal)



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 NEWFOUND LAKE REGION ASSOCIATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 03, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 66365



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of October A.D. 2016.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2016

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: Fairley Kenneally	
	PHONE (A/C No. Ext): (603) 293-2791	FAX (A/C. No): (603) 293-7188
E-MAIL ADDRESS: fairley@esinsurance.net		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Markel		
INSURER B: Hartford Underwriters Insuranc		30104
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 2016 liab wc **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			8502SS378110-4	8/10/2016	8/10/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED						RETENTION \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6S60UB5B30602-9-16	4/7/2016	4/7/2017	PER STATUTE <input checked="" type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N/A					E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is an additional insured for Commercial General Liability per endorsement CG20260413

CERTIFICATE HOLDER**CANCELLATION**

New Hampshire Dept of Environmental Svc. 29 Hazen Drive P O Box 95 Concord, NH 03302-0095	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 F Kenneally/FAIRLE <i>Fairley Kenneally</i>

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**Attachment A
Budget Estimate**

Budget Item	s319 Grant Funding	Non-Federal Matching Funds
Salaries & Wages	\$44,860.00	\$22,770.00
Travel and Training	\$0.00	\$0.00
Contractual	\$10,000.00	\$0.00
Equipment	\$0.00	\$0.00
Construction	\$55,140.00	\$50,600.00
Total Project Cost	\$110,000.00	\$73,370.00

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	Pearty 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
Strafford 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 Broads 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 Waskin	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.