



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

August 8, 2018

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

AUG22'18 AM 9:56 DAS

REQUESTED ACTION

Authorize the Department of Environmental Services to enter into an agreement with the Cobbetts Pond Improvement Association, INC. (VC# 161552-B001) in the amount of \$100,000 to complete the *Cobbett's Pond Watershed Restoration Plan Implementation Phase IV- Bella Vista Area Stormwater BMP's*, effective upon Governor and Council approval through March 31, 2021. 100 % Federal Funds.

Funding is available in the account as follows:

	<u>FY 2019</u>
03-44-44-442010-2035-072-500575	\$100,000
Dept. Environmental Services, NPS Restoration Program, Grants-Federal	

EXPLANATION

The Department of Environmental Services (NHDES) issued a Request for Proposals (RFP) for the 2017/2018 Watershed Assistance Grants program. The twenty-one proposals received were ranked based on the criteria included in the RFP: water quality improvement or protection; cost/benefit ratio; local capacity to complete the project; relative value or significance of the water body; and, general quality and thoroughness of the proposal. Based on the results of the selection process and available federal grant funding levels, the six highest ranked implementation projects were selected to receive funding. Please see Attachment B for a list of project rankings and review team members.

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

Cobbetts Pond is a 302 acre waterbody located in Windham, NH. The heavily developed watershed includes 14 sub-watersheds. The pond is surrounded by residential roads and a second tier of major transportation corridors. The pond is on the 303(d) list of impaired waters for New Hampshire with

His Excellency, Governor Christopher T. Sununu
and The Honorable Council

Page 2 of 2

several impairments to aquatic life use support and primary contact recreation designated uses. NHDES and the United States Environmental Protection Agency have awarded the Cobbetts Pond Improvement Association (CPIA) four, previous Section 319 Watershed Assistance Grants as the CPIA works toward restoration of Cobbett's Pond.

The goal of this project is to further reduce pollutant loading to Cobbetts Pond by installing best management practices (BMPs), additional drainage, and wetland enhancements at three sites in the Bella Vista Area subwatershed to improve water quality conditions.

The total project costs are budgeted at \$166,700. NHDES will provide \$100,000 (60%) of the project costs through a Section 319 of the Clean Water Act, federal grant. A budget breakdown is provided in Attachment A. In the event that federal funds become no longer available, General funds will not be requested to support this program.

The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.



Robert R. Scott, Commissioner

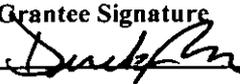
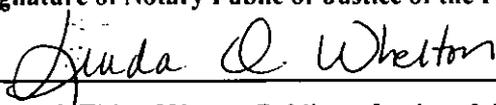
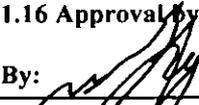
GRANT AGREEMENT

Subject: Cobbett's Pond Watershed Restoration Plan Implementation Phase IV – Bella Vista Area Stormwater BMPs.

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

GENERAL PROVISIONS

I. 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 Cobbett's Pond Improvement Association, <i>INC.</i>		1.4 Grantee Address 18 Turtle Rock Road Windham, NH 03087	
1.5 Effective Date Upon G&C approval	1.6 Completion Date March 31, 2021	1.7 Audit Date N/A	1.8 Grant Limitation \$100,000
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 Derek Monson, VP of Water Quality	
1.13 Acknowledgment: State of New Hampshire, County of <u>Rockingham</u> On <u>07/23/2018</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)  exp date: 01/28/2020			
1.13.2 Name & Title of Notary Public or Justice of the Peace Linda D. Whetton Assistant Vice President			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Robert R. Scott, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By:  Attorney, On: <u>8/14/18</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 Cobbett's Pond Improvement Association shall perform the following tasks as described in the detailed proposal titled, *Cobbett's Pond Watershed Restoration Plan Implementation Phase IV – Bella Vista Area Stormwater BMPs* submitted by the Cobbett's Pond Improvement Association on April 6, 2018:

Objective 1: The Cobbett's Pond Improvement Association (CPIA) will enter into a contract with an engineering firm for design, engineering, and permitting of best management practices (BMPs) to be installed in the Bella Vista sub-watershed.

Measures of Success: The CPIA has entered into a contract with an engineering firm.

Deliverable 1: Copies of all draft and final solicitation and contract documents for contract between engineering firm and CPIA.

Task 1: Develop and issue a Request for Qualifications (RFQ) for an engineering firm to review the BMP concepts for Harvest Road and Locust Road sites and generate the detailed design plans, calculations, and projected costs. RFQ process will follow a State and Federally-approved procurement process. All documents will be approved by NHDES prior to publication.

Task 2: Review qualification packages and conduct interviews as necessary.

Task 3: Select engineering firm, negotiate final scope and fee, and then draft contract agreement between the engineering firm and CPIA for the Scope of Work.

Task 4: Submit draft contract to NHDES for review and approval, and then provide a copy of the executed contract.

Objective 2: Approved Site Specific Project Plan (SSPP) to guide project data collection and manipulation activities.

Measures of Success: SSPP approved by NHDES and on file with all project partners.

Deliverable 2: Signed NHDES-approved SSPP returned to NHDES for transmittal to EPA.

Task 5: Coordinate with the engineering firm to follow NHDES guidance for developing SSPP documents and submit a draft to NHDES for initial review and comment. SSPP will follow the NHDES Programmatic Quality Assurance Project Plan (QAPP) documents and guide all collection and manipulation of data under this project including any additional monitoring activities beyond the typical New Hampshire Volunteer Lake Assessment Program (NHVLAP) sampling, and the modeling of pollutant load reductions attributable to newly constructed BMPs.

Task 6: Incorporate requested edits from NHDES into SSPP and generate final document for NHDES and EPA approval.

Objective 3: Completion of construction at Site 1: Wetland enhancement at Harvest Road.

Measures of Success: Construction contractor selected, final designs completed, permits in place, construction completed.

Deliverable 3: Provide NHDES with draft and final plans, permits, bid documents, and documentation of the completed wetland enhancement BMP.

- Task 7: Preliminary design and site walk for Site 1 - Meet with the engineer, NHDES Wetlands Bureau staff, and abutting land owners to discuss preliminary design ideas.
- Task 8: Work with the engineer to finalize Site 1 design with NHDES, residents, CPIA (including load reduction estimates).
- Task 9: Acquire state and municipal permits - Apply for wetlands permits from NHDES and apply for watershed application from Town of Windham. Revise plans as needed to obtain permits.
- Task 10: Provide information and support to the engineer for them to use in creating bid documents for construction of Site 1. Draft and publish notifications of the request for bid. A pre-qualification process may be used if warranted by BMP design complexity. All documents will be approved by NHDES prior to publication and follow State and Federal bidding rules.
- Task 11: Review construction contractor proposals, and select construction contractor - Collect and review the submitted construction bids, complete the selection process, choose lowest cost qualified contractor. Obtain draft construction contract and submit to NHDES for review and approval. Execute the construction contract.
- Task 12: Coordinate the work of the design and construction contractor to ensure successful completion of the Site 1 BMP construction. Coordinate with the engineer to document construction completion, and to prepare and submit pollutant controlled report (PCR) forms to NHDES.

Objective 4: Completion of construction at Site 2: Stream restoration at Bella Vista Road.

Measures of Success: Completed design and construction of the Bella Vista Road stream restoration project.

Deliverable 4: Project site description and construction documentation including PCR.

- Task 13: Coordinate with the property owner /developer of the Bella Vista Road property to provide input on design of the stream restoration work to be completed by them.
- Task 14: Coordinate with the property owner/developer of the Bella Vista Road property to monitor construction at the site. Document construction, by photo or other method, and then prepare load reduction estimates and submit the PCR form to NHDES.

Objective 5: Completion of construction at Site 3: Bio-cell at Locust Rd.

Measures of Success: Construction contractor selected, final designs completed, permits approved, and construction completed.

Deliverable 5: Provide NHDES with draft and final plans, permits, bid documents, and documentation of the completed wetland enhancement BMP.

- Task 15: Preliminary design and site walk for Site 3- Meet with the engineer, NHDES Wetlands Bureau staff, and abutting land owners to discuss preliminary design ideas.
- Task 16: Work with the engineer to finalize Site 3 design with NHDES, residents, CPIA (including load reduction estimates).
- Task 17: Acquire state and municipal permits - Apply for wetlands permits from NHDES, apply for watershed application from Town of Windham. Revise plans as needed to obtain permits.
- Task 18: Provide information and support to the engineer for them to use in creating bid documents for construction of Site 3. Draft and publish notifications of the request for bid. All documents must be approved by NHDES prior to publication and follow State and Federal bidding rules.

Task 19: Collect and review the submitted construction bids, complete the selection process, choose lowest cost qualified contractor. Obtain draft construction contract and submit to NHDES for review and approval. Execute the construction contract.

Task 20: Coordinate the work of the engineer and construction contractor to ensure successful completion of the Site 3 BMP construction. Coordinate with the engineer to document construction completion, and to prepare and submit PCR form to NHDES.

Objective 6: Continuation of NHVLAP Monitoring.

Measures of Success: Annual water quality testing and Chloride sampling completed.

Deliverable 6: Provide collected data to NHDES.

Task 21: NHVLAP testing in June. Complete monitoring of usual NHVLAP parameters following the NHVLAP protocols as detailed in the program guidance and QAPP.

Task 22: NHVLAP testing in August. Complete monitoring of usual NHVLAP parameters following the NHVLAP protocols as detailed in the program guidance and QAPP.

Task 23: Monthly Chloride testing. Complete monitoring of usual NHVLAP parameters following the NHVLAP protocols as detailed in the program guidance and QAPP.

Objective 7: Public outreach & Operations and Maintenance (O&M) Plan.

Measures of Success: Completed CPIA website updates. Completed O&M Plan agreements for constructed BMPs.

Deliverable 7: O&M Plans.

Task 24: Post project updates on CPIA website, Twitter, and Facebook - meet with CPIA board for progress updates 4 times per year.

Task 25: Meet with property owners and engineer to review draft O&M plan and revise draft plan to meet project partners' needs.

Task 26: Compile comments and concerns to draft a final O&M plan and send the final plan to project partners and NHDES.

Objective 8: Complete the required Watershed Assistance Grant reporting including semi-annual, pollutant load reduction, and final reports.

Measures of Success: All required reports delivered to NHDES.

Deliverable 8: Provide NHDES with semi-annual reports, pollutant loading reports, and final reports as detailed in tasks below.

Task 27: Submit electronic semi-annual reports documenting all work performed during the project periods as follows:

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

A Pollutants Controlled Report must be completed and received by NHDES within one month following BMP implementation. 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 28: Submit Payment Requests to NHDES.

Task 29: Submit a comprehensive final report to NHDES on or before the project completion date. The

final report shall include load reduction estimates, photo-documentation of installed system components when applicable, and comply with the NHDES and U.S. Environmental Protection Agency requirements found in the final report guidance document on the NHDES Watershed Assistance Section webpage.
Task 30: Project and contract management and coordination.

Additional Requirements of the Agreement

Quality Assurance

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

Outreach Materials

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

Operations and Maintenance

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

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

Exhibit B
Method of Payment and Contract Price

Procurements of goods or services made with grant funds, or those credited as match, shall comply with the terms of this agreement, and must be reported to NHDES. Documentation of 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. \$100,000 grant X 0.667 = \$66,700 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 1-4	\$1,000
Upon completion and NHDES approval of Task 5-6	\$1,500
Upon completion and NHDES approval of Task 7-8	\$6,500
Upon completion and NHDES approval of Task 9	\$2,000
Upon completion and NHDES approval of Task 10	\$3,500
Upon completion and NHDES approval of Task 11	\$3,500
Upon completion and NHDES approval of Task 12	\$28,000
Upon completion and NHDES approval of Tasks 13 and 14	\$100
Upon completion and NHDES approval of Task 15	\$3,500
Upon completion and NHDES approval of Task 16	\$3,500
Upon completion and NHDES approval of Task 17	\$1,500
Upon completion and NHDES approval of Task 18	\$4,800
Upon completion and NHDES approval of Task 19	\$3,700
Upon completion and NHDES approval of Task 20	\$30,000
Upon completion and NHDES approval of Tasks 21, 22, and 23	\$100
Upon completion and NHDES approval of Task 24-26	\$1,500
Upon completion and NHDES approval of Task 27	\$2,000
Upon completion and NHDES approval of Task 28	\$500
Upon completion and NHDES approval of Task 29	\$2,300
Upon completion and NHDES approval of Task 30	\$500
Total	\$100,000

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.

Grantee Initials DSM
Date 7/23/18

Exhibit C Special Provisions

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

Paragraph 17 of the General Provisions shall not apply to the Grantee, which is a volunteer planning and organizational group with no employees. The Grantee's participation in BMP maintenance or construction under the Agreement's Scope of Services shall be administrative only, and the Grantee shall ensure that the sub-contractors performing the project work will maintain insurance coverage meeting the provisions of Paragraph 17.

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 008295163.

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

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

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

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

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

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

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

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

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

b. **Consultant Fee Cap.** The Grantee will limit grant-funded payment to subcontractors under the circumstances

detailed in 2 CFR Part 1500.9

c. Subcontracts. The Grantee shall:

- i. Ensure that every subcontract includes provisions for compliance with Federal and State standards applicable to the contract;
- ii. Ensure that every subcontract includes all clauses required by Federal statute and executive orders, and their implementing regulations; and
- iii. Ensure that subcontractors are aware of requirements imposed upon them by State and Federal statutes and regulations.

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

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

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

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

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

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

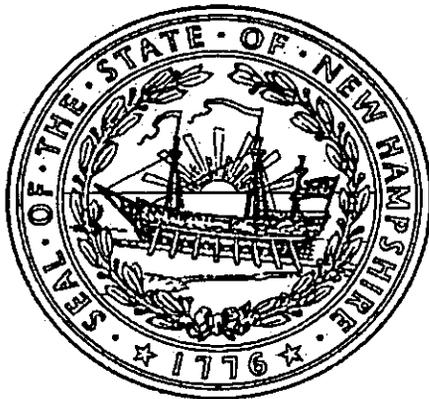
XIII) **Management fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses;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

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COBBETTS POND IMPROVEMENT ASSOCIATION, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 12, 1995. 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: 235676



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of February A.D. 2018.

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

William M. Gardner
Secretary of State

CERTIFICATE of AUTHORITY

I, Jason Alosky, President of the Cobbett's Pond Improvement Association - CPIA, do hereby certify that:

- (1) I am the duly elected President;
- (2) at the meeting held on June 18th, 2018, the CPIA voted to accept NHDES funds and to enter into a contract with the Department of Environmental Services;
- (3) the CPIA further authorized the VP of Water Quality 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:

Derek Monson

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the CPIA, this 23rd day of July, 2018.



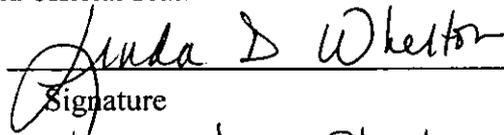
 Jason Alosky, President

STATE OF NEW HAMPSHIRE

County of Rockingham

On this the 23 day of July, 2018, before me Jason J. Alosky the undersigned officer, personally appeared Jason Alosky who acknowledged himself to be the President of the CPIA 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.



 Signature
Linda D. Whelton

 Name of Notary

Commission Expiration Date:
(Seal)

ex: date: 01/28/2020

**Attachment A
Budget Estimate**

Budget Item	s319 Grant Funding	Non-Federal Matching Funds
Salaries & Wages	\$0	\$7,350
Indirect costs	\$0	\$775
Travel and Training	\$0	\$350
Contractual	\$18,000	\$14,500
Supplies and Equipment	\$0	\$1,500
Construction	\$82,000	\$42,225
Total Project Cost	\$100,000	\$66,700

Attachment B: Watershed Assistance and Restoration Grant Ranking

Projects Implementing Watershed Plans												
Organization	Project Name	Amount requested	Reviewer 'A'	Reviewer 'B'	Reviewer 'C'	Reviewer 'D'	Reviewer 'E'	Reviewer 'F'	Reviewer 'G'	Average Score	Rank	
NH DES Dam Bureau	Sawyer Mill Dam Removal Project Phase 3: Construction	\$100,000	96	92	97	88	95	95	66	89.9	1	
Cobbett's Pond Improvement Association	Cobbett's Pond Restoration Plan Implementation IV - Bella Vista Area	\$100,000	82	84	78	76	82	88	60	78.6	2	
Town of Durham	Little Hale Pond -Dam Removal and Stream Restoration Project	\$75,000	76	85	69	71	86	71	56	73.4	3	
Green Mountain Conservation Group	Ossipee Lake Watershed Management Plan Phase 3: A Watershed Plan for the Bearcamp River Subwatershed	\$50,000	76	72	73	74	82	60	69	72.3	4	
UNH Stormwater Center	Great Bay Waterbody/Watershed Nitrogen Non-Point Source Study Implementation: Phase 3: University of New Hampshire BMPs to Reduce Nitrogen	\$75,000	70	82	78	65	75	74	50	70.6	5	
Stratford Regional Planning Commission	Implementation, Phase I- Permeable Reactive Barrier Installations Project	\$50,000	76	78	74	61	82	72	47	70.0	6	
Town of Wolfeboro	Lake Wentworth, Crescent Lake WMP Implementation Phase 3: Route 109 Roadside and Camp Bernadette Shoreline BMPs	\$50,000	77	79	76	58	84	68	75	73.6		Selected for 2017*
Messer Pond Protective Association	Messer Pond Watershed-Based Implementation Plan - Phase 1: County Road BMPs	\$10,000	75	68	64	66	80	75	74	71.7		Selected for 2017*
Pleasant Lake Protective Association	Pleasant Lake Watershed Plan Implementation, Phase II	\$75,000	69	71	85	66	80	83	55	69.9		Not selected
Spofford Lake Protective Association	Spofford Lake Watershed Management Development and Implementation, Demonstration BMPs	\$50,000	73	77	74	58	81	75	46	69.1		Not selected
Southwest Region Planning Commission	Lake Warren Watershed Implementation Project, Phase 2	\$100,000	77	61	76	83	83	44	59	66.1		Not selected

Projects Developing Watershed Plans												
Organization	Project Name	Amount requested	Reviewer 'A'	Reviewer 'B'	Reviewer 'C'	Reviewer 'D'	Reviewer 'E'	Reviewer 'F'	Reviewer 'G'	Average Score	Rank	
Nippo Lake Association	Nippo Lake Watershed Management Plan Phases 3 and 4: Additional Watershed Planning and Implementation of BMPs	\$75,000	89	83	83	78	91	82	74	82.9		Selected for 2017*
Gregg Lake Association	Gregg Lake Watershed Management Plan Development	\$25,000	92	85	80	67	84	85	84	79.6		Selected for 2017*
Lake Winnepesaukee Association	Moultonborough Bay Watershed Plan Development	\$65,000	76	84	79	78	82	88	70	79.6		Selected for 2017*
Lakes Region Planning Commission	Winnisquam Watershed Plan "Phase I" Groundwork for a Watershed Planning Process	\$10,000	72	83	73	67	80	86	60	74.4		Selected for 2017*
Squam Lakes Association	Squam Lakes Watershed Plan Development—Phase 1	\$50,000	81	74	82	62	75	70	72	73.7		Selected for 2017*
Lake Sunapee Protective Association	Sunapee Watershed Management Plan Development, 2017	\$50,000	69	81	80	66	82	62	73	73.3		Selected for 2017*
Upper Merrimack Watershed Association	Turkey River Watershed Restoration and Management Plan	\$50,000	90	74	87	59	85		61	72.7		Selected for 2017*
Jenness Pond Shore Owner's Association	Jenness Pond Watershed Development Plan	\$25,000	72	64	73	55	77	31	57	61.3		Not selected
UNH Stormwater Center	Pollutant Hot Spot Mapping for New Hampshire Coastal Communities: Identifying Critical Area for Nonpoint Source Management	\$75,000	65	68	56	60	75	50	45	59.9		Not selected
Town of Newmarket	Moonlight Brook Watershed Based Planning for Water Quality and Climate Resiliency	\$100,000	58	70	67	48	43	64	63	59.0		Not selected

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

Review Team Members

Name	Qualifications
Steve Landry	20 years experience, Watershed Assistance Section Supervisor, project management, Merrimack watershed and fluvial geomorphology expertise
Jeff Marcoux	14 years experience, Watershed Coordinator, project management, grant and contract expertise
Barbara McMillan	15 years Watershed Assistance Outreach Coordinator, outreach and education and stormwater expertise
Sally Soule	20 years experience, Coastal Watershed Coordinator, project management, Coastal watershed expertise
Wendy Waskin	15+ years experience, Grants Specialist, budgeting, planning, project assistance expertise
Katie Zink	7 years experience, Watershed Assistance Specialist, surface and drinking water sampling, microbial expertise
Rob Livingston	20 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.