



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

**Robert R. Scott, Commissioner**



August 18, 2017

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

REQUESTED ACTION

Authorize the Department of Environmental Services to enter into an agreement with the Squam Lakes Association, Holderness, NH, (VC # 154298-B001) in the amount of \$50,000 to complete the *Squam Lakes Watershed Plan Development- Phase 1*, effective upon Governor and Council approval through March 31, 2019. 100% Federal Funds.

Funding is available in the account as follows:

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

EXPLANATION

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

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

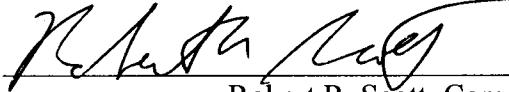
The Squam Lakes in central New Hampshire are an important part of the culture, economy, and environment of the neighboring communities. With increasing pressure from development, especially the subdivision of large parcels of land, increased tourism, and threats from climate change, it is

imperative to plan and manage for the future. Although Squam Lakes' oligotrophic waterbodies are healthy, water quality results from over the past 20 to 30 years show an increase in phosphorus, a decrease in water clarity, and oxygen depletion at depth. Evidence of stormwater impacts are also apparent, especially in Little Squam Lake and Cotton Cove in Squam Lake, where sedimentation after heavy storms can be observed.

The Squam Lakes Association (SLA), together with Plymouth State University and the Lakes Region Planning Commission, are updating the 25 year old management plan. The updated plan will follow the EPA specified nine elements for watershed plans. It will identify nonpoint source pollution impacts and provide recommendations to reduce those impacts. The plan will provide a strategy allowing the SLA, watershed municipalities, and all stakeholders to protect the Squam Lakes and Watershed for future generations.

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

We respectfully request your approval.

  
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Robert R. Scott, Commissioner

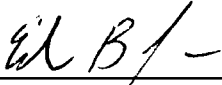
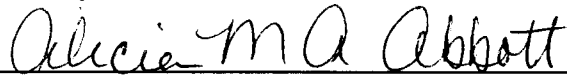
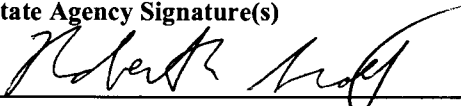
## GRANT AGREEMENT

Subject: **Squam Lakes Watershed Plan Development- Phase 1.**

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

### GENERAL PROVISIONS

#### 1. IDENTIFICATIONS AND DEFINITIONS

<b>1.1 State Agency Name</b> Department of Environmental Services		<b>1.2 State Agency Address</b> 29 Hazen Drive Concord, NH 03301	
<b>1.3 Grantee Name</b> Squam Lakes Association		<b>1.4 Grantee Address</b> 534 US Route 3 Holderness, NH 03245	
<b>1.5 Effective Date</b> Upon G&C approval	<b>1.6 Completion Date</b> March 31, 2019	<b>1.7 Audit Date</b> N/A	<b>1.8 Grant Limitation</b> \$50,000
<b>1.9 Grant Officer for State Agency:</b> Stephen C. Landry, Watershed Assistance Section Supervisor		<b>1.10 State Agency Telephone Number</b> 603-271-2969	
<b>1.11 Grantee Signature</b> 		<b>1.12 Name &amp; Title of Grantee Signor</b> Edwin B. Jones, Executive Director	
<b>1.13 Acknowledgment: State of New Hampshire, County of <u>Grafton</u></b> On <u>08/08/2007</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.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> (Seal) 			
<b>1.13.2 Name &amp; Title of Notary Public or Justice of the Peace</b> Alicia MA Abbott Notary			
<b>1.14 State Agency Signature(s)</b> 		<b>1.15 Name/Title of State Agency Signor(s)</b> Robert R. Scott, Commissioner	
<b>1.16 Approval by Attorney General's Office (Form, Substance and Execution)</b> By: <u>Gordon P. Landrygan</u> Attorney, On: <u>8/8/2007</u>			
<b>1.17 Approval by the Governor and Council</b> By: _____ On: <u> / /</u>			

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **RECORDS AND ACCOUNTS.**

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

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

8. **PERSONNEL.**

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

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

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

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

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

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

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

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

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

10. **CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

11.1.2 failure to submit any report required hereunder; or

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

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

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

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

11.2.2 give the Grantee a written notice specifying the Event of

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

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

**12. TERMINATION.**

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

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

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

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

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

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

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

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

**17. INSURANCE AND BOND.**

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

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

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

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

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

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

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

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

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

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

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

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

The Squam Lakes Association (SLA) shall perform the following tasks as described in the detailed proposal titled, *Squam Lakes Watershed Plan Development- Phase 1* submitted by the Squam Lakes Association January 30, 2017:

**Objective 1:** Issue Request for Qualifications (RFQ) and Execute Contract.

Measures of Success: Environmental Consulting Firm(s) hired to aid in the development of the Squam Lakes Watershed Plan.

**Deliverable 1:** Provide NHDES with draft and final versions of RFQ, related documents and Subcontracts.

Task 1: Develop and issue RFQ for consultant's role in developing the watershed management plan.

Task 2: Evaluate consultant qualifications.

Task 3: Define agreement & scope of work.

Task 4: Obtain NHDES approval.

Task 5: Execute contract agreement.

**Objective 2:** Preparation of site specific project plan (SSPP).

Measures of Success: A SSPP will be completed and approved by NHDES.

**Deliverable 2:** SSPP is submitted to NHDES for approval.

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

Task 7: Address draft SSPP comments and submit final SSPP to NHDES.

**Objective 3:** Assemble water quality data and determine assimilative capacity for each water quality parameter.

Measures of Success: Total assimilative capacity, reserve assimilative capacity, and remaining assimilative capacity for phosphorus (P) are calculated.

**Deliverable 3:** A technical memo is submitted to NHDES outlining assimilative capacity process and results.

Task 8: Gather existing water quality data.

Task 9: Determine the historical and current median P and chlorophyll-a levels for the deep water sites.

Task 10: Confirm whether assimilative capacity exists and submit a technical memo to NHDES documenting the process and results.

**Objective 4:** Establish the water quality goal for phosphorus for the Squam Lakes.

Measures of Success: A phosphorus water quality goal will be established.

**Deliverable 4:** A technical memo is submitted to NHDES outlining the water quality goal for the Squam Lakes.

Task 11: Establish a water quality advisory committee to review existing data and set a water quality (WQ) goal.

Task 12: The water quality advisory committee reviews existing data and establishes a process for determining WQ goal.

Task 13: A WQ goal is established and documentation is submitted to NHDES.

**Objective 5:** Identify current and future pollution sources.

Measures of Success: Individual pollution sources are identified with sufficient resolution to begin development of a restoration plan and to prioritize actions.

**Deliverable 5:** The Watershed Management Plan (WMP) includes the current and projected future pollution source loads for the Squam Lakes.

Task 14: Conduct water quality monitoring and determine initial annual pollutant load estimates.

Task 15: Ground-truth land use and adjust pollutant source load estimates.

Task 16: Conduct aerial photo survey of boat usage.

Task 17: Develop internal loading estimates for in-lake phosphorus and chlorophyll-a concentrations and submit to NHDES.

Task 18: Using in-lake response models and empirical data, estimate in-lake phosphorus and chlorophyll-a concentrations.

Task 19: Review master plans and land use regulations of towns in the watershed and perform build-out analysis.

Task 20: Run additional modeling scenarios which include future development projections and incorporate results into WMP.

**Objective 6:** Using water quality data, assimilative capacity results and build-out analyses, calculate pollutant load reductions and other measures needed to achieve the water quality goal.

Measures of Success: Pollutant load reductions and other measures needed to achieve the water quality goal are identified.

**Deliverable 6:** The Watershed Management Plan (WMP) includes the pollutant load reductions necessary to achieve the water quality goal.

Task 21: Evaluate data results from Objective 5.

Task 22: Water Quality Advisory Committee meets and assesses WMP implementation needs and determines targets for phosphorus loading that are necessary to achieve water quality goal.

Task 23: Hold a public meeting to communicate results of the project and provide summary documentation on the water quality goal, pollution sources and pollutant load reductions needed.

**Objective 7:** Identify BMPs that will address the pollutant load reductions needed to achieve water quality goal.

Measures of Success: BMPs are identified, including site locations that will help achieve the water quality goal. For each BMP, estimated pollutant load reductions and costs are calculated.

**Deliverable 7:** The WMP includes the identification of BMPs that are needed in order to meet the water quality goal. Each BMP will include calculated pollutant load reductions and estimated costs.

Task 24: Determine site specific BMP installation locations that include photos and mark-ups describing recommendations.

Task 25: For each site specific BMP, estimate pollutant load reductions and costs for each site specific BMP.

**Objective 8:** Develop schedule, including milestones and monitoring program for plan implementation. Measures of Success: Milestones, monitoring plan, and implementation schedule are reasonable and achievable.

**Deliverable 8:** A schedule, milestones, monitoring program and implementation plan will all be included in the watershed plan.

Task 26: Develop a schedule that includes interim milestones.

Task 27: Develop a monitoring program for tracking plan implementation.

**Objective 9:** Provide multiple opportunities for participatory involvement and education for watershed residents, stakeholders, business and visitors.

Measures of Success: Number of participants in programs, number of volunteers recruited, length of shoreline covered by Weed Watchers, distribution of printed materials, and number of towns reached.

**Deliverable 9:** Stakeholder education and outreach occurs throughout the planning process and is an integral component of the WMP.

Task 28: Publicize the watershed plan at various venues including one open house workshop and two SLA annual meetings.

Task 29: Publish two annual Squam Watershed Reports.

Task 30: Train Weed Watchers and host Weed Watching events.

Task 31: Host speaker series educational events with a Watershed Plan theme.

Task 32: The Lakes Region Planning Commission (LRPC) will conduct three outreach events to local towns

**Objective 10:** Publish an approved WMP for the Squam Lakes watershed on the SLA website.

Measures of Success: The Squam Lakes Watershed Plan includes EPA's nine "a" through "i" elements and is approved by stakeholders, NHDES and EPA.

**Deliverable 10:** A draft and final Watershed Plan is submitted to NHDES for comment and approval.

Task 33: Education and outreach is incorporated into the WMP.

Task 34: Draft WMP.

Task 35: Stakeholder and Water Quality Advisory Committee review WMP.

Task 36: Address Stakeholder and Water Quality Advisory Committee comments.

Task 37: Draft WMP submitted to NHDES.

Task 38: Address NHDES comments

Task 39: Final WMP is discussed at a public meeting and made available on the SLA website.



**Objective 11:** Prepare semi-annual reports and a final project report for NHDES.

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

**Deliverable 11:** Semi-annual reports and final grant report are submitted to NHDES.

Task 40: Submit electronic semi-annual reports to NHDES documenting all work performed according to the following schedule:

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

The semi-annual reports shall include a Pollutants Controlled Report when structural BMPs have been implemented during the reporting period. In the event that the grantee has not completed timely submittal of progress reports, all further payments will be suspended until the overdue reports are submitted.

Task 41: Submit a comprehensive final report to NHDES on or before the project completion date. The final report shall include pollutant load reduction estimates, photo-documentation of installed system components when applicable, and shall comply with the NHDES and U.S. Environmental Protection Agency requirements found in the final report guidance document on the NHDES Watershed Assistance Section webpage.

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

#### **Quality Assurance**

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

#### **Outreach Materials**

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

#### **Operations and Maintenance**

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

Operation includes the administration, management, and performance of non-maintenance actions needed to keep the completed practice safe and functioning as intended. Maintenance includes work to prevent deterioration of the practice, repairing damage, or replacement of the practice to its original

condition if one or more components fail. The Grantee shall assure that any sub-award of Section 319 funds similarly include the same condition in the sub-award. Additionally, both EPA and NHDES reserve the right to periodically inspect a practice during the life span of the project to ensure that operation and maintenance are occurring. If it is determined that the participants are not operating and maintaining these practices in an appropriate manner, NHDES may request a refund for that practice supported by the grant.

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

Procurements of goods or services made with grant funds, or those credited as non-federal match, shall comply with the terms of this agreement, and must be reported to NHDES. Documentation of non-federal match credit shall be provided with each payment request. The cumulative match value for the project shall meet or exceed the amount of grant funds received multiplied by 0.667 (e.g. \$50,000 grant X 0.667 = \$33,350 minimum match required). The grantee shall submit payment requests, procurement reports, and match documentation on the forms provided by NHDES. Payment shall be made in accordance with the following schedule based upon satisfactory completion of specific tasks, and receipt of deliverables as described in Exhibit A:

Upon completion and NHDES approval of Tasks 1-5	\$930
Upon completion and NHDES approval of Tasks 6-7	\$450
Upon completion and NHDES approval of Tasks 8-9	\$520
Upon completion and NHDES approval of Task 10	\$1,660
Upon completion and NHDES approval of Tasks 11-12	\$650
Upon completion and NHDES approval of Task 13	\$1,660
Upon completion and NHDES approval of Task 14	\$2,350
Upon completion and NHDES approval of Tasks 15-16	\$345
Upon completion and NHDES approval of Tasks 17-18	\$1,640
Upon completion and NHDES approval of Task 19	\$6,000
Upon completion and NHDES approval of Task 20	\$1,590
Upon completion and NHDES approval of Task 21	\$400
Upon completion and NHDES approval of Task 22	\$2,125
Upon completion and NHDES approval of Task 23	\$1,870
Upon completion and NHDES approval of Task 24	\$6,500
Upon completion and NHDES approval of Task 25	\$2,500
Upon completion and NHDES approval of Tasks 26-27	\$2,570
Upon completion and NHDES approval of Tasks 28-31	\$180
Upon completion and NHDES approval of Task 32	\$8,775
Upon completion and NHDES approval of Tasks 33-39	\$5,995
Upon completion and NHDES approval of Tasks 40-41	\$1,290
<b>Total</b>	<b>\$50,000</b>

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

Grantee Initials   EP    
Date   8/8/19

## Exhibit C Special Provisions

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

Federal Funds paid under this agreement are from a Grant Agreement to the State from the US Environmental Protection Agency, NPS Implementation Grant under CFDA # 66.605. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing NHDES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data information as required under the FFATA. The Grantee's DUNS number is 943335729.

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.

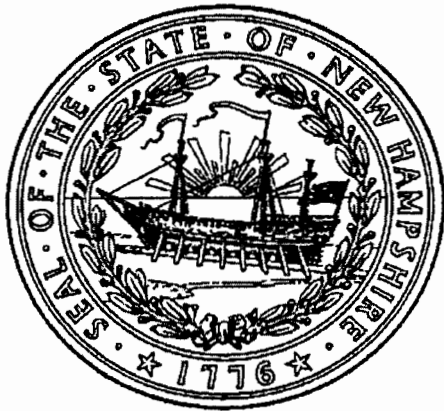
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SQUAM LAKES ASSOCIATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 24, 1905. 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: 65544



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire.

this 31st day of July A.D. 2017.

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

William M. Gardner  
Secretary of State

CERTIFICATE OF AUTHORITY

I, Bob Lucic, President of the Squam Lakes Association, do  
(Printed Name of Certifying Officer) (Office) (Grantee)

hereby certify that:

(1) I am the duly elected President ;  
(Office)

(2) at the meeting held on August 1, 2017, the Squam Lakes Association voted to accept  
(Date) (Organization)  
DES funds and to enter into a contract with the Department of Environmental Services;

(3) the Squam Lakes Association further authorized the Executive Director to execute any  
(Organization) (Office of Person Authorized to Sign Grant Agreement)  
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:

Edwin James  
(Printed name of person who signed Grant Agreement)

IN WITNESS WHEREOF, I have hereunto set my hand as the President of  
(Office of Certifying Officer)  
the Squam Lakes Association, this 8th day of August 2017.  
(Organization)

[Signature]  
(Signature of Certifying Officer)

STATE OF New Hampshire

County of Hillsborough

On this the 8th day of August, before me Dorothy Charland  
(Notary Public)

the undersigned officer, personally appeared Bob Lucic who acknowledged  
(Printed Name of Certifying Officer)

him/herself to be the President of the Organization being authorized so to do,  
(Office)

executed the foregoing instrument for the purpose therein contained.

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

[Signature]  
(Notary Public Signature)  


Commission Expiration Date:  
(Seal)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/16/2017

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 <b>Melcher &amp; Prescott-Plymouth</b> 580 Tenney Mt Highway, Ste #2 Plymouth, NH 03264 Plymouth - House Account	CONTACT NAME: <b>Plymouth - House Account</b>	
	PHONE (A/C, No, Ext): <b>603-536-2440</b>	FAX (A/C, No): <b>603-536-4604</b>
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : <b>American Zurich Ins Company</b>		<b>40142</b>
INSURER B : <b>Markel Insurance Company</b>		<b>38970</b>
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		


INSURED **Squam Lakes Association**  
**E.B. James**  
**P O Box 204**  
**Holderness, NH 03245**

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **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	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			8502SS420898	01/01/2017	01/01/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			8502SS420898	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000			4602SS420899	01/01/2017	01/01/2018	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			BRX10040200	07/06/2017	07/06/2018	PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$ 500,000
							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)  
**3A:NH; Excl officers:Eve Porter-Zuckerman, John Coolidge & Barry Gaw**  
**Re: River Restoration Feasibility Study, Homestead Woolen Mills, West**  
**NH Department of Environmental Services listed as Additional Insured under**  
**the above indicated policy per written contract with respect to General**  
**Liability per Form CG2012(04/13) only subject to all terms & conditions.**

<b>CERTIFICATE HOLDER</b>  NHDENV1  <b>NH Department of Environmental Services</b> <b>PO Box 95</b> <b>29 Hazen Drive</b> <b>Concord, NH 03302-0095</b>	<b>CANCELLATION</b>  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 
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**Attachment A  
Budget Estimate**

<b>Budget Item</b>	<b>s319 Grant Funding</b>	<b>Non-Federal Matching Funds</b>
Salaries & Wages	\$30,000	\$28,350
Travel and Training	\$0	\$0
Contractual	\$20,000	\$5,000
Equipment	\$0	\$0
Construction	\$0	\$0
<b>Total Project Cost</b>	<b>\$50,000</b>	<b>\$33,350</b>

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

Projects Implementing Watershed Plans												
Organization	Project Name	Amount requested	Reviewer 'A'	Reviewer 'B'	Reviewer 'C'	Reviewer 'D'	Reviewer 'E'	Reviewer 'F'	Reviewer 'G'	Average Score	Rank	
NH DES Dam Bureau	Sawyer Mill Dam Removal Project Phase 3. Construction	\$100,000	96	92	97	88	95	95	66	89.9	1	
Town of Wolfeboro	Lake Wentworth/Crescent Lake WMP Implementation Phase 3 - Route 109 Roadside and Camp Bernadette Shoreline BMPs	\$50,000	77	79	76	58	84	66	75	73.6	2	
Messer Pond Protective Association	Messer Pond Watershed-Based Implementation Plan - Phase 1. County Road BMPs	\$10,000	75	68	64	66	80	75	74	71.7	3	
Cobbett's Pond Improvement Association	Cobbett's Pond Restoration Plan Implementation IV - Balls Veis Area	\$100,000	82	84	78	76	82	88	60	78.6	Selected for 2018*	
Town of Durham	Little Hale Pond -Dam Removal and Stream Restoration Project	\$75,000	76	85	69	71	86	71	58	73.4	Selected for 2018*	
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	Selected for 2018*	
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	Selected for 2018*	
Stratford Regional Planning Commission	Oyster River, Watershed Management Plan Implementation, Phase I- Permeable Reactive Barrier Installations Project	\$50,000	76	78	74	61	82	72	47	70.0	Selected for 2018*	
Pleasant Lake Protective Association	Pleasant Lake Watershed Plan Implementation, Phase II	\$75,000	69	71	65	68	80	83	55	69.9	Not selected	
Spartford Lake Protective Association	Spartford Lake Watershed Management Development and Implementation, Demonstration BMPs	\$50,000	73	77	74	58	81	75	46	65.1	Not selected	
Southeast Region Planning Commission	Lake Warren Watershed Implementation Project, Phase 2	\$100,000	77	61	78	63	83	44	59	65.1	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	1	
Gregg Lake Association	Gregg Lake Watershed Management Plan Development	\$25,000	92	85	80	67	84	85	64	79.6	2	
Lake Winnepesaukee Association	Moultonborough Bay Watershed Plan Development	\$65,000	76	84	79	78	82	88	70	79.6	3	
Lakes Region Planning Commission	Winnisquam Watershed Plan -Phase I. Groundwork for a Watershed Planning Process	\$10,000	72	83	73	67	80	86	60	74.4	4	
Squam Lakes Association	Squam Lakes Watershed Plan Development—Phase 1	\$50,000	81	74	82	62	75	70	72	73.7	5	
Lake Sunapee Protective Association	Sunapee Watershed Management Plan Development, 2017	\$50,000	69	81	80	66	82	62	73	73.3	6	
Upper Merrimack Watershed Association	Turkey River Watershed Restoration and Management Plan	\$50,000	90	74	67	59	85		61	72.7	7	
Jennetts Pond Shore Owner's Association	Jennetts 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	85	88	56	80	76	50	45	59.8	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	56.0	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	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.