



The State of New Hampshire
Department of Environmental Services

AUG 18 '20 PM 12:41 DA



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Robert R. Scott, Commissioner

August 3, 2020

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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into an agreement with the Lake Sunapee Protective Association, NH, (VC #160040-B001) in the amount of \$50,000 to complete the *Lake Sunapee Watershed Plan Implementation Phase 1: Davis Hill Road, Garnet Hill Road, and Mt. Sunapee Resort Best Management Practices*, effective upon Governor and Council approval through December 31, 2021. 100% Federal Funds.

Funding is available in the account as follows:

	<u>FY 2021</u>
03-44-44-442010-2035-072-500575	\$50,000
Dept. Environmental Services, NPS Restoration Program, Grants-Federal	

EXPLANATION

NHDES issued a Request for Proposals (RFP) for the 2020 Watershed Assistance Grants program. The five 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 five implementation projects were selected to receive funding. Please see Attachment B for a list of project rankings and NHDES review team members.

Watershed Assistance Grants focus on the reduction of nonpoint source (NPS) pollution. NPS pollution occurs when rainfall, snowmelt, or irrigation waters travel through the ground or across land, transporting materials that are then introduced into groundwater or deposited into rivers, lakes, and coastal waters. Pollutants can include chemicals, sediments, nutrients, and toxins that 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 Grants address NPS pollution by promoting responsible land use practices on the watershed scale.

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and the Honorable Council

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Lake Sunapee, which serves as a drinking water source for the Town of Sunapee, is currently listed as impaired for aquatic life due to inadequate dissolved oxygen (DO) concentrations. In 2017, the Lake Sunapee Protective Association (LSPA) began working to update the watershed management plan to meet the current U.S. Environmental Protection Agency (EPA) nine minimum required elements (a – i) for watershed-based planning. This updated plan is now near completion. Within this plan is a prioritized list of stormwater runoff improvement projects that will need to be implemented to achieve the pollutant load reductions designed to restore and protect Lake Sunapee. In this critical first phase of implementation, LSPA will be working cooperatively with key stakeholders in the watershed to complete projects that achieve mutual goals and desired pollutant load reductions. This crucial step will help LSPA progress toward meeting the in-lake quality goals outlined in the watershed plan. The best management practice (BMP) implementation sites address sediment reduction and stabilization at Garnet Hill Road in Sunapee, culvert improvements at Davis Hill Road in New London, and stream stabilization and construction of a vegetated swale at the Mount Sunapee Resort. LSPA will be collaborating with the New London Public Works Division, Sunapee Highway Department and Vail Resorts Management Company to implement the proposed BMPs at these sites.

The total project costs are budgeted at \$83,350. NHDES will provide \$50,000 (60%) of the project costs through a federal grant, and LSPA will provide the remaining costs through cash and in-kind services. A budget 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 of this item.



Robert R. Scott, Commissioner

GRANT AGREEMENT

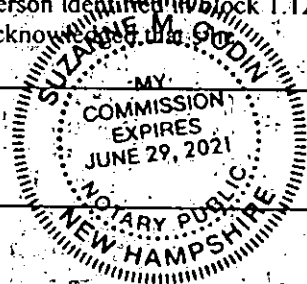
Subject: Lake Sunapee Watershed Plan Implementation Phase 1: Davis Hill Road, Garnet Hill Road, and Mt. Sunapee Resort Best Management Practices.

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 PO Box 95 Concord, NH 03302-0095	
1.3 Grantee Name Lake Sunapee Protective Association		1.4 Grantee Address 63 Main Street Sunapee, NH 03782	
1.5 Effective Date Upon G&C approval	1.6 Completion Date December 31, 2021	1.7 Audit Date N/A	1.8 Grant Limitation \$50,000
1.9 Grant Officer for State Agency Stephen Landry, Watershed Assistance Section Supervisor		1.10 State Agency Telephone Number (603) 271-2969	
1.11 Grantee Signature <i>June Fichter</i>		1.12 Name & Title of Grantee Signor JUNE FICHTER, EXEC. DIRECTOR	
1.13 Acknowledgment: State of New Hampshire, County of <u>SULLIVAN</u> On <u>7/7/2020</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 he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) <i>Suzanne M. Godin</i>			
1.13.2 Name & Title of Notary Public or Justice of the Peace			
1.14 State Agency Signature(s) <i>Robert R. Scott</i>		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: <i>[Signature]</i> Attorney, On: <u>8/12, 2020</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 or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

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

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

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or admissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee.

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE AND BOND.

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

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

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

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

17.2 The policies described in subparagraph 18.1 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 Lake Sunapee Protective Association (LSPA) will perform the following tasks as described in the proposal titled *Lake Sunapee Watershed Plan Implementation Phase 1: Davis Hill Road, Garnet Hill Road, and Mt. Sunapee Resort Best Management Practices* submitted December 4, 2019:

Objective 1: Select Project Engineer.

Measure of Success: Selected engineer who will provide engineering and related services.

Deliverable 1: Copies of Request for Qualifications (RFQ) & Contract related documents as described in detail in the Tasks below.

Task 1: Develop and issue a qualifications-based selection through RFQ for engineer's role in designing and implementing BMPs, and wetland delineation, with assistance from NHDES. Provide draft documents to NHDES for approval prior to publication.

Task 2: Coordinate with NHDES to review responses to the RFQ, conduct interviews if necessary, and select the most qualified candidate.

Task 3: Coordinate with the top ranked engineer and NHDES to develop scope of work, negotiate cost, and prepare subcontract documents. Provide all documents to NHDES for review and approval prior to execution.

Task 4: Execute contract with engineer and provide final signed copy to NHDES.

Objective 2: Final Design Plan for three sites (Garnet Hill, Davis Hill, Beck Brook).

Measure of Success: Completed plans for three sites.

Deliverable 2: Copy of final design plans for three sites.

Task 5: Coordinate with Sunapee Highway Department to perform site surveying and plan development for Garnet Hill Road.

Task 6: Work with Sunapee Highway Department to complete acceptable final plan for the installation of BMP on Garnet Hill Road.

Task 7: Coordinate with New London Public Works to perform site surveying and plan development on Davis Hill Road.

Task 8: Work with New London Public Works to complete acceptable final plan for the installation of the Davis Hill Road BMP that takes into consideration the capability of the working crew and available equipment.

Task 9: Coordinate with Mt. Sunapee Resort to perform site surveying and plan development for Beck Brook.

Task 10: Work with Mt. Sunapee Resort to complete acceptable final plan for the installation of Beck Brook BMP that takes into consideration the capability of the working crew and available equipment.

Objective 3: Wetland Permitting.

Measure of Success: Approved wetland permits.

Deliverable 3: Copies of approved wetland permits to NHDES.

Task 11: Perform a wetland survey for the Beck Brook and Davis Hill project sites (Garnet Hill will not require a Wetlands permit).

Task 12: Conduct pre-permit meetings to discuss proposed project design. Draft and edit permit per NHDES Wetlands Bureau recommendations/requests. Revise subject plans as necessary to obtain permits. Submit completed wetland application for the Beck Brook and Davis Hill project sites. Submit final designs and permits to NHDES Watershed Assistance Section.

Objective 4: BMP Performance Verification.

Measure of Success: Estimated load reductions from the implemented BMPs.

Deliverable 4: Provide NHDES with draft and final Site Specific Project Plan (SSPP) and Pollutants Controlled Reports (PCRs).

Task 13: Develop a SSPP under the NHDES Nonpoint Source Management Program Quality Assurance Project Plan RFQ# 13118 that will cover the models to be used to estimate the pollutant load reductions attributable to the implemented BMPs. Submit draft to NHDES for review and approval; address any comments and then prepare a final SSPP for NHDES to send to U.S. Environmental Protection Agency (USEPA) Region 1. No modeling will take place prior to approval of the SSPP.

Task 14: Following the methodology in the approved SSPP, complete a PCR for each BMP and then submit the PCR to NHDES for review and approval upon completion of BMP installation, or following the schedule detailed in Task 15.

Objective 5: The LSPA prepares and submits all required reports to NHDES.

Measures of Success: Timely semi-annual progress reports, pollutants controlled reports, and the final report submitted to NHDES is approved.

Deliverable 5: Semi-annual progress reports, pollutants controlled reports, and final report on file with NHDES.

Task 15: 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

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 a timely submittal of the progress reports, all further payments will be suspended until the overdue reports are submitted, and approved by NHDES.

Task 16: 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 USEPA requirements found in the final report guidance document, including ADA compliance on the NHDES Watershed Assistance Section webpage.

Objective 6: BMP Installation.

Measure of Success: Installation of BMPs.

Deliverable 6: Provide NHDES with pictures of BMP sites before, during, and after BMP construction; Provide procurement documentation.

Task 17: Purchase and have delivered supplies needed for the construction of BMPs as per the approved designs for the three project sites. Purchase will follow State and Federally approved procurement processes.

Task 18: Complete installation of the BMP at Garnet Hill as per the approved design.

Task 19: Complete installation of the BMP at Davis Hill as per the approved design.

Task 20: Complete installation of the BMP at Beck Brook as per the approved design.

Task 21: Meet onsite throughout project implementation to complete photo documentation, provide construction oversight, and ensure projects are completed as described in plans:

Conduct follow-up visits to ensure plantings take hold.

Objective 7: Operation & Maintenance (O&M) Plan and Education/Outreach.

Measure of Success: Completed O&M plans and distributed materials.

Deliverable 7: Provide copies of signed O&M Plans and education materials.

Task 22: Education and Outreach: Publish articles in local newspapers, annual town reports and LSPA's newsletters and website about the completion of the BMP projects. Send mailing and inform local town boards about progress made in reaching 2020 watershed management plan goal emphasizing why it's important. All Education and outreach documents will be Americans with Disabilities Act (ADA) compliant.

Task 23: Working in cooperation with the BMP owners, complete an O&M plan for each BMP Include the type and frequency of maintenance required and lists who will be responsible for the long term operation of the BMP. Provide draft O&M plan to NHDES for review.

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/USEPA 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". Outreach materials should be made ADA compliant.

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 USEPA 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.

JCF
8/30/20

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. \$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 Task	1-4	\$1,500
Upon completion and NHDES approval of Task	5	\$4,100
Upon completion and NHDES approval of Task	6	\$3,600
Upon completion and NHDES approval of Task	7	\$2,900
Upon completion and NHDES approval of Task	8	\$2,300
Upon completion and NHDES approval of Task	9	\$4,500
Upon completion and NHDES approval of Task	10	\$3,900
Upon completion and NHDES approval of Task	11	\$1,400
Upon completion and NHDES approval of Task	12	\$1,400
Upon completion and NHDES approval of Task	13	\$850
Upon completion and NHDES approval of Task	14	\$950
Upon completion and NHDES approval of Task	15	\$200
Upon completion and NHDES approval of Task	16	\$200
Upon completion and NHDES approval of Task	17	\$4,600
Upon completion and NHDES approval of Task	18	\$4,600
Upon completion and NHDES approval of Task	19	\$4,600
Upon completion and NHDES approval of Task	20	\$4,600
Upon completion and NHDES approval of Task	21	\$2,900
Upon completion and NHDES approval of Task	22	\$250
Upon completion and NHDES approval of Task	23	\$650
	Total	<u>\$50,000</u>

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

**Exhibit C
Special Provisions**

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

Subparagraph 17.1.2 of the General Provisions shall be amended to read "general liability insurance, in amounts not less than \$1,000,000 per occurrence, \$2,000,000 aggregate; and".

Federal Funds paid under this agreement are from a Grant Agreement to the State from the US Environmental Protection Agency, NPS Implementation Grant under CFDA # 66.460. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) and has provided NHDES with their Data Universal Numbering System (DUNS) number. The Grantee's DUNS number is 124398491.

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.

JCF
6/30/20

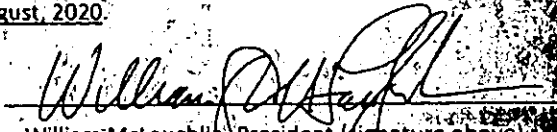
CERTIFICATE of AUTHORITY

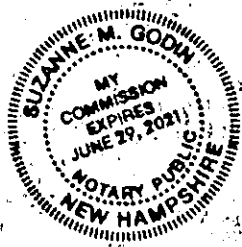
I, William McLaughlin, President of the Lake Sunapee Protective Association, do hereby certify that:

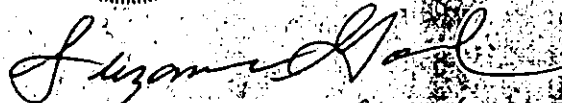
- (1) I am the duly elected President;
- (2) at the meeting held on July 2, 2020, the Lake Sunapee Protective Association voted to accept NHDES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Lake Sunapee Protective Association further authorized the Executive Director to execute any documents which may be necessary for this contract;
- (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (5) the following person has been appointed to and now occupies the office indicated in (3) above:

June Fichter

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the Lake Sunapee Protective Association, this 10 day of August, 2020.


William McLaughlin, President (signature above)



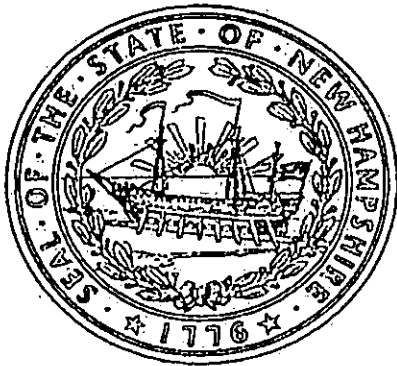

Suzanne Godin

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 LAKE SUNAPEE PROTECTIVE ASSOCIATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 07, 1982. 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: 61787



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of October A.D. 2017.

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

William M. Gardner
Secretary of State



Business Information

Business Details

Business Name: LAKE SUNAPEE PROTECTIVE ASSOCIATION	Business ID: 61787
Business Type: Domestic Nonprofit Corporation	Business Status: Good Standing
Business Creation Date: 12/07/1982	Name in State of Incorporation: Not Available
Date of Formation in Jurisdiction: 12/07/1982	Mailing Address: 63 Main St. PO Box 683, Sunapee, NH, 03782, USA
Principal Office Address: 63 Main St. PO Box 683, Sunapee, NH, 03782, USA	Last Nonprofit Report Year: 2015
Citizenship / State of Incorporation: Domestic/New Hampshire	Next Report Year: 2020
Duration: Perpetual	Phone #: NONE
Business Email: NONE	Fiscal Year End Date: NONE
Notification Email: NONE	

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / PROTECTION, PRESERVATION & CONSERVATION OF THE LAKE SUNAPEE AREA	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
Charlie Forbes / President	PO Box 2142, New London, NH, 03257, USA
Dave Macdonald / Director	PO Box 849, Sunapee, NH, 03782, USA
Phil Schulz / Treasurer	3 Somerset Lane, Simsbury, CT, 06070 - 1716, USA
Jack Holton / Other Officer	PO Box 2207, New London, NH, 03257, USA



LAKESUN-02

RWATSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/2/2020

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 have ADDITIONAL INSURED provisions or 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 Colby Insurance Group, Inc. 276 Newport Rd, Ste 211 New London, NH 03257	CONTACT NAME: PHONE (A/C, No, Ext): (603) 526-2451 FAX (A/C, No): (603) 526-2903 E-MAIL ADDRESS: insure@colby-group.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Lake Sunapee Protective Assn PO Box 583 Sunapee, NH 03782	INSURER A: The Hartford	19682
	INSURER B: Travelers	01899
	INSURER C:	
	INSURER D:	
	INSURER E:	

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO SECT <input type="checkbox"/> LOC OTHER:			04SBAUJ6083	10/19/2019	10/19/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/PROP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			04SBAUJ6083	10/19/2019	10/19/2020	COMBINED SINGLE LIMIT (Per accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	04WECKM1847	10/19/2019	10/19/2020	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Directors & Officers			105633174	6/15/2020	6/15/2021	

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

CERTIFICATE HOLDER NH DES State House Annex Rm 317 25 Capital Street 3rd Floor Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Rebecca Watson</i>
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**Attachment A
Budget Estimate**

Budget Item	s319 Grant Funding	Non-Federal Matching Funds	Totals
Salaries & Wages	\$0	\$31,691	\$31,691
Travel and Training	\$0	\$240	\$240
Contractual	\$27,000	\$0	\$27,000
Equipment and Supplies	\$0	\$1,419	\$1,419
Construction	\$23,000	\$0	\$23,000
Total Project Cost	\$50,000	\$33,350	\$83,350

Attachment B: 2020 Watershed Assistance and Restoration Grant Ranking

Organization	Project Name	A	B	C	D	E	AVG	RANK by avg
Lake Sunapee Protective Association	Lake Sunapee Watershed Plan Implementation Phase 2: Davis Hill Road, Garnet Hill Road, and Mt. Sunapee Resort BMPs	97	100	97	100	95	97.8	1
Nippo Lake Association	Nippo Lake Association Watershed Management Plan: Implementation of Road, Residential and In-lake BMPs	95	92	93	94	86	92.0	2
Town of New Durham	Merrymeeting Watershed Management Plan Implementation Phase 1: Intersections of South Shore Road and Merrymeeting Road BMPs	93	88	87	99	88	91.0	3
Messer Pond Protective Association	Messer Pond Watershed Plan – Phase 2 – Forest Acres Road, Browns Brook, Fieldstone Lane and County Road	84	86	84.5	85	88	85.5	4
Southwest Region Planning Commission	Lake Warren Watershed Management Plan Implementation: Stormwater BMPs	82	75	83	87	82	81.8	5

Review Team Members

Name	Qualifications
Steve Landry	22 years experience, Watershed Assistance Section Supervisor, project management, Merrimack watershed and fluvial geomorphology expertise
Jeff Marcoux	16 years experience, Watershed Coordinator, project management, grant and contract expertise
Sally Soule	22 years experience, Coastal Watershed Coordinator, project management, Coastal watershed expertise
Wendy Waskin	15+ years experience, Grants Specialist, budgeting, planning, project assistance expertise
Katie Zink	9 years experience, Watershed Assistance Specialist, surface and drinking water sampling, microbial expertise