



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

October 7, 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 Southwest Regional Planning Commission, NH, (VC #155492-B001) in the amount of \$53,500 to complete the *Lake Warren Watershed Management Plan Implementation Phase 1: Pine Cliff, Arbor Way, and Property Owner Stormwater Best Management Practices*, effective upon Governor and Council approval through December 31, 2022. 100% Federal Funds.

Funding is available in the account as follows:

	<u>FY 2021</u>
03-44-44-442010-2035-072-500575	\$53,500
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, 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.

www.des.nh.gov

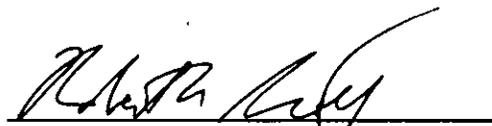
29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
 (603) 271-3503 • Fax: 271-2867 TDD Access: Relay NH 1-800-735-2964

Lake Warren is currently listed on the NHDES List of Impaired Waters as not supporting its designated use of Aquatic Life Integrity due to excessive concentrations of phosphorus and Chlorophyll-*a*. In the Lake Warren Watershed Management Plan (WMP), it was determined that a 28 percent reduction in phosphorus loading to Lake Warren was needed to restore water quality. This project will reduce pollutants through implementation of best management practices (BMPs) at select sites that have been identified in the WMP as being medium or high impact and by conducting outreach events to provide information to residents and interested parties on ways in which they can make changes to care for the lake and take steps that will help to improve water quality. The selected sites include stormwater management improvements to Arbor Way, a heavily eroded private drive along Pine Cliff Road, conceptual design for improvements to Pine Cliff Road reducing the road width to create a larger buffer and walkway between the edge of the road and the shoreline, technical assistance and installation of BMPS at residential, shoreland properties or town properties/right of ways.

The total project costs are budgeted at \$89,185. NHDES will provide \$53,500 (60%) of the project costs through a federal grant, and the Southwest Regional Planning Commission 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

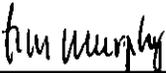
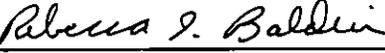
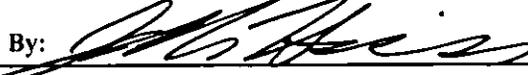
GRANT AGREEMENT

Subject: **Lake Warren Watershed Management Plan Implementation Phase 1: Pine Cliff, Arbor Way, and Property Owner Stormwater Best Management Practices.**

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

GENERAL PROVISIONS

1. IDENTIFICATIONS AND DEFINITIONS

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301	
1.3 Grantee Name Southwest Regional Planning Commission		1.4 Grantee Address 37 Ashuelot Street Keene, NH 03431	
1.5 Effective Date Upon G&C approval	1.6 Completion Date December 31, 2022	1.7 Audit Date N/A	1.8 Grant Limitation \$53,500
1.9 Grant Officer for State Agency: Stephen C. Landry, Watershed Assistance Section Supervisor		1.10 State Agency Telephone Number 603-271-2969	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor Tim Murphy, Executive Director	
1.13 Acknowledgment: State of New Hampshire, County of <u>Cheshire</u> On <u>9 / 17 / 20</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal)  <u>my Commission Expires 9/5/23</u>			
1.13.2 Name & Title of Notary Public or Justice of the Peace Rebecca Baldwin, Office Manager <u>Notary Public</u>			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Robert R. Scott, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By:  Attorney, On: <u>10/14, 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 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 Southwest Regional Planning Commission (SWRPC) shall perform the following tasks as described in the detailed proposal titled, *Lake Warren Watershed Management Plan Implementation Phase 1: Pine Cliff, Arbor Way, and Property Owner Stormwater Best Management Practices* submitted by SWRPC January 24, 2020:

Objective 1: Complete project management and administration for grant execution.

Measures of Success: SWRPC has entered into a contract with a project consultant for conceptual design and implementation oversight of Best Management Practices (BMPs) to be installed in the Lake Warren watershed.

Deliverable 1: Draft and executed contract between the project consultant and SWRPC.

Task 1: SWRPC will develop, submit draft to NHDES for review and approval, and then issue a request for qualifications (RFQ) to select a project consultant to perform technical assistance visits to selected project sites and generate detailed BMP design plans, calculations, and project costs.

Task 2: SWRPC will review and rank RFQ responses submitted by consulting firms and conduct interviews, as necessary to select the most appropriate of the responding firms while considering factors such as qualifications, familiarity with the nature of the project, fee for services, etc.

Task 3: SWRPC will draft contract between SWRPC and the project consultant based on project scope of work and budget and send to NHDES for review and approval prior to contract signature and execution.

Task 4: SWRPC will get a final contract signed between SWRPC and the project consultant for services that accomplishes the project scope of work within the allowed budget. SWRPC will provide a copy of the executed contract to NHDES.

Objective 2: A Site Specific Project Plan (SSPP) is developed and approved by NHDES.

Measures of Success: SWRPC receives an approved SSPP from NHDES. The SSPP covers environmental data collection and pollutant load reduction modeling for installed BMPs.

Deliverable 2: Draft and final SSPP approved by NHDES.

Task 5: SWRPC will coordinate with the selected consultant to develop an SSPP covering all data collection and manipulation tasks included in this project following NHDES guidance for developing SSPPs; submit the draft SSPP to NHDES for review.

Task 6: SWRPC will coordinate with the selected consultant in reviewing edits and comments provided by NHDES and incorporate changes to the draft SSPP. The updated SSPP will be submitted by SWRPC to NHDES for final review and approval. SWRPC will distribute the final SSPP with signatures to NHDES and the consultant.

Objective 3: Technical site visits are conducted and conceptual BMP designs for Arbor Way, and selected homeowner project sites are completed for review and approval by NHDES and landowners.

Measures of Success: Conceptual BMP designs, along with estimated cost of materials, for 3-6 project sites are reviewed and approved by NHDES and landowners.

Deliverable 3: Copies of the approved conceptual BMP designs and material cost estimates sent to NHDES and landowners.

Task 7: SWRPC will coordinate with the consultant to conduct technical site visits to proposed project sites in the Lake Warren watershed. Observed stormwater issues will be discussed with landowners and the Alstead Road Agent; field data will be collected on the size and source(s) of the stormwater issues.

Task 8: Make final selection of sites, and coordinate with the project consultant to complete a technical report for each project site that provides conceptual BMP design recommendations, along with specific materials and costs required to implement the BMPs.

Task 9: Review and approve draft conceptual BMP designs. SWRPC, in coordination with the project consultant, will provide NHDES and landowners with draft conceptual BMP designs for review and comments.

Task 10: Complete final BMP designs. SWRPC, in coordination with the project consultant, will review edits and comments provided by NHDES and landowners and incorporate changes to the draft BMP designs. Submit the updated BMP designs to NHDES and landowners for final review and approval.

Objective 4: All necessary permits, cost-share agreements, and operations and maintenance (O&M) plans to implement the final conceptual designs are completed.

Measures of Success: All necessary permits, cost-share agreements, and O&M plans to implement the final conceptual designs are completed and on file with the Town of Alstead, NHDES, and landowners.

Deliverable 4: Copies of all necessary permits, cost-share agreements, and O&M plans submitted to NHDES.

Task 11: SWRPC will coordinate with the project consultant to assist landowners with filling out and submitting all necessary town and state permits for each project site prior to implementation. All approved permits will be sent to NHDES, the Town of Alstead, and landowners to be kept on file as necessary.

Task 12: SWRPC will coordinate with the project consultant to respond to any changes required in the permitting process to update the conceptual designs and create full construction ready designs.

Task 13: SWRPC will work with the project consultant to develop cost-share agreements with landowners for each project site to approve estimated project implementation costs and identify the landowner's level of involvement in the implementation process (cash or in-kind contribution).

Task 14: SWRPC will coordinate with the project consultant to draft O&M plans with landowners and NHDES; and obtain signatures from landowners.

Objective 5: Final BMP designs are implemented at project sites.

Measures of Success: Final BMP designs are implemented and reporting has been submitted.

Deliverable 5: NPS Site Reports and Pollutants Controlled Reports (PCR) submitted to NHDES.

Task 15: Coordinate the work of the consultants, volunteers, and homeowners to implement BMPs as per the approved permits and designs.

Task 16: SWRPC will coordinate with the project consultant to develop and submit to NHDES the NPS site reports and PCRs for each BMP.

Objective 6: Develop a design for improvements to Pine Cliff Road that will create a larger buffer and walkway between the edge of the road and the shoreline.

Measures of Success: Completed design package for improvements to the unpaved portion of Pine Cliff Road, with engineer's opinion of cost, is developed resulting in a shovel-ready plan to be implemented in the near future.

Deliverable 6: Completed design package suitable for permit applications and bidding for construction of the Pine Cliff road improvements.

Task 17: Coordinate with the consultant and Town officials to develop a conceptual design for improvements of the unpaved portion of Pine Cliff Road that would reduce road encroachment on the shoreline and allow reduction of nonpoint source pollution.

Task 18: SWRPC will coordinate the attendance of the project consultant at an Alstead Board of Selectmen meeting to discuss the findings and conceptual design of the unpaved portion of Pine Cliff Road; based upon result, and Town input, revise conceptual plans and complete a final design package suitable for permitting and construction bidding.

Objective 7: Three education/outreach events.

Measures of Success: Three education/outreach events are held for watershed residents.

Deliverable 7: Summary materials of outreach events submitted to NHDES.

Task 19: SWRPC will coordinate two outreach presentations for watershed residents. Topics may include private road maintenance or residential salt management.

Task 20: SWRPC will coordinate one workshop on stormwater management. Coordinate and facilitate a presentation at the stormwater management workshop by NHDES SOAK Up the Rain NH staff, along with an interactive activity to identify problems and discuss potential solutions to correct the stormwater issues on residential properties. SWRPC will distribute a self-assessment quiz that homeowners can take to help determine if they have erosion problems on their property. All outreach and education materials will be made Americans with Disabilities Act (ADA) compliant.

Objective 8: SWRPC will prepare or coordinate with the project consultant in developing the semi-annual reports, pollutants-controlled reports for each BMP installed, and a final report for NHDES. SWRPC will conduct project management and other project activities including developing a work group, conducting meetings, volunteer monitoring and outreach.

Measures of Success: Local Work Group is created, timely submittal of semi-annual status reports, pollutants-controlled reports, and final report submitted to NHDES.

Deliverable 8: Semi-annual reports, pollutants-controlled reports, monitoring reports, outreach products and final report to NHDES.

Task 21: Determine volunteers to form a Lake Warren Work Group.

Task 22: Hold project kick-off meeting with project stakeholders.

Task 23: Hold additional project meetings with project team to include local knowledge input throughout the project.

Task 24: SWRPC will submit electronic semi-annual reports documenting all work performed during the project periods as follows:

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

A Pollutants Controlled Report must be completed and received by NHDES within one month following BMP implementation. In the event that the grantee has not completed a timely submittal of the progress reports, all further payments will be suspended until the overdue reports are submitted, and approved by NHDES.

Task 25: Submit a comprehensive final report to NHDES on or before the project completion date. The final report shall include load reduction estimates, photo-documentation of installed system components when applicable, and comply with the NHDES and U.S. Environmental Protection Agency (USEPA) requirements, including ADA compliance, found in the final report guidance document on the NHDES Watershed Assistance Section webpage.

Task 26: SWRPC will prepare invoices and oversee the project through its entirety.

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, in coordination with the project consultant, 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.

**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. \$53,500 grant X 0.667 = \$35,685 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	\$700
Upon completion and NHDES approval of Task 2	\$700
Upon completion and NHDES approval of Task 3	\$200
Upon completion and NHDES approval of Task 4	\$100
Upon completion and NHDES approval of Task 5	\$750
Upon completion and NHDES approval of Task 6	\$400
Upon completion and NHDES approval of Task 7	\$2,400
Upon completion and NHDES approval of Task 8	\$3,000
Upon completion and NHDES approval of Task 9	\$100
Upon completion and NHDES approval of Task 10	\$1,000
Upon completion and NHDES approval of Task 11	\$500
Upon completion and NHDES approval of Task 12	\$500
Upon completion and NHDES approval of Task 13	\$500
Upon completion and NHDES approval of Task 14	\$500
Upon completion and NHDES approval of Task 15	\$11,500
Upon completion and NHDES approval of Task 16	\$1,400
Upon completion and NHDES approval of Task 17	\$10,000
Upon completion and NHDES approval of Task 18	\$5,700
Upon completion and NHDES approval of Task 19	\$1,750
Upon completion and NHDES approval of Task 20	\$2,000
Upon completion and NHDES approval of Task 21	\$200
Upon completion and NHDES approval of Task 22	\$300
Upon completion and NHDES approval of Task 23	\$1,100
Upon completion and NHDES approval of Task 24	\$500
Upon completion and NHDES approval of Task 25	\$1,700
Upon completion and NHDES approval of Task 26	\$6,000
Total	\$53,500

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

Exhibit C

Special Provisions

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

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

Federal Funds paid under this agreement are from a Grant Agreement to the State from the US Environmental Protection Agency, NPS Implementation Grant under CFDA # 66.460. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing NHDES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data information as required under the FFATA. The Grantee's DUNS number is 073983926.

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.

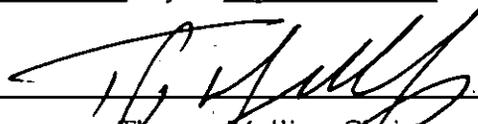
CERTIFICATE of AUTHORITY

I, Thomas Mullins, Chairman of the Southwest Region Planning Commission, do hereby certify that:

- (1) I am the duly elected Chairman;
- (2) at the meeting held on July 28, 2020 the Southwest Region Planning Commission voted to accept NHDES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Southwest Region Planning Commission 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:

Tim Murphy

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman of the Southwest Region Planning Commission, this Seventeenth day of September, 2020.

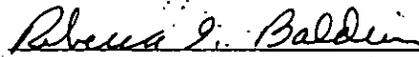

Thomas Mullins, Chairman

STATE OF NEW HAMPSHIRE
County of Cheshire

On this the 17th day of September, 2020, before me Rebecca I. Baldwin the undersigned officer,
(Notary Public)

personally appeared Thomas Mullins who acknowledged himself to be the Chairman of the Southwest Region Planning Commission being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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


(Notary Public Signature)

Commission Expiration Date: September 5, 2023
(Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/18/2020

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 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 Clark-Mortenson Insurance P.O. Box 606 Keene NH 03431	CONTACT NAME: PHONE (A/C, No, Ext): 603-352-2121 FAX (A/C, No): 603-357-8491 E-MAIL ADDRESS: csr24admin@clark-mortenson.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Southwest Region Planning Commission 37 Ashuelot St Keene NH 03431	INSURER A: Liberty Mutual Insurance Company 23043	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 466538678

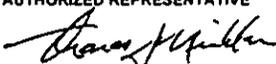
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		BZO58635807	7/11/2020	7/1/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAO58635807	8/13/2020	8/13/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							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	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 NH Dept. of Environmental Services is additional insured with regards to General Liability when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

NH Dept. of Environmental Services Attn: Jeffrey Marcoux PO Box 95 Concord NH 03302-0095	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

© 1988-2014 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Southwest Region Planning Commission 37 Ashuelot Street Keene, NH 03431		Member Number: 566	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2020	1/1/2021	X Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.				

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
New Hampshire Department of Environmental Services P.O. Box 95 Concord, NH 03302			By: <i>Mary Beth Purcell</i>
			Date: 9/18/2020 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

**Attachment A
Budget Estimate**

Budget Item	s319 Grant Funding	Non-Federal Matching Funds	Totals
Salaries & Wages	\$14,720	\$0	\$14,720
Travel and Training	\$450	\$0	\$450
Contractual	\$26,330	\$0	\$26,330
Equipment and Supplies	\$0	\$0	\$0
Construction	\$12,000	\$35,685	\$47,685
Total Project Cost	\$53,500	\$35,685	\$89,185