JUN16'21 AM10:23 RCVD

The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

138

June 8, 2021

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 Lake Sunapee Protective Association, Sunapee, NH, (VC #160040-B001) in the amount of $90,000 to complete the *Lake Sunapee Watershed Plan Implementation Phase 2: Gardner Bay Road and Pine Cliff Road Best Management Practices,* effective upon Governor and Council approval through December 31, 2023. 100% Federal Funds.

Funds are available in the following account.

	FY 2021
03-44-44-442010-2035-072-500575	$90,000
Dept. Environmental Services, NPS Restoration Program, Grants-Federal	

EXPLANATION

NHDES issued a Request for Proposals (RFP) for the 2021 Watershed Assistance Grants program. The Ten 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, eight 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.

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 2020, LSPA completed a watershed management plan that prioritized a list of stormwater runoff improvement projects that will reduce nutrient pollutant load reductions to Lake Sunapee when implemented. In this second phase of implementation, LSPA will be working cooperatively with key stakeholders in the watershed to complete two projects that achieve pollutant load reductions. This crucial step will make progress toward meeting the water quality goal outlined in the watershed plan. The sites are sediment reduction and stabilization of Gardner Bay Road in Sunapee and tiered sediment traps along the slope of Pine Cliff Road in Newbury. LSPA will be collaborating with the Granliden Community Association and the Newbury Highway Department to implement the proposed best management practices at these sites.

The total project costs are budgeted at $150,030. NHDES will provide $90,000 (60%) of the project costs through a federal grant, and the Lake Sunapee Protective Association 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 2: Gardner Bay Road and Pine Cliff Road 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** 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, 2023	**1.7 Audit Date** N/A	**1.8 Grant Limitation** $90,000
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 June Fichter		**1.12 Name & Title of Grantee Signor** JUNE FICHTER, EXECUTIVE DIR.	
1.13 Acknowledgment: State of New Hampshire, County of Sullivan On 5/20/2021, 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 she executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) Suzanne Godin			
1.13.2 Name & Title of Notary Public or Justice of the Peace Suzanne M. Godin, Notary Public			
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:** 6/14/2021	

SUZANNE M. GODIN
MY COMMISSION EXPIRES JUNE 29, 2021
NOTARY PUBLIC
NEW HAMPSHIRE

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 OR 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

Grantee Initials JCF
Date 6/20/21

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, 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 subgranteed 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 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 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 of 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 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.

Grantee Initials CF
Date 6/20/21

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 2: Gardner Bay Road and Pine Cliff Road Best Management Practices* submitted November 30, 2020:

Objective 1: LSPA Selects 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 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 and final versions of the RFQ to NHDES for review and approval prior to publication of the RFQ.
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 engineering firm 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 Two Best Management Practices (BMP) Sites.
Measure of Success: Completed BMP plans.

Deliverable 2: Copies of final design plans for Gardener and Pine Cliff Road sites.

Task 5: Coordinate with the Granliden Community Association to perform site surveying and plan development to design a conceptual plan for the Gardner Bay Road BMPs. Submit concept plan to NHDES for review and approval.
Task 6: Work with the Granliden Community Association to complete acceptable final plan for the installation of BMPs at the Gardener Road site.
Task 7: Coordinate with Newbury Highway Department to perform site surveying and plan development for the Pine Cliff Road site. Provide concept plan to NHDES for review and approval.
Task 8: Coordinate with Newbury Highway Department to complete acceptable final plan for the installation of the Pine Cliff Road BMP that takes into consideration the capabilities and capacity of the Highway Department staff and their available equipment.

Objective 3: Obtain NHDES Wetland & Shoreland Permits for BMP Sites.
Measures of Success: Permits are approved.

Grantee Initials JCF
Date 5/20/21

Deliverable 3: Copies of approved permits on file with NHDES, Town of Newbury and posted on site during construction.

Task 9: Coordinate with wetland scientist to perform wetland and shoreland survey for the Gardner Bay Road and Pine Cliff Road project sites.
Task 10: Conduct pre-permit meetings to discuss proposed project design. Draft and edit permit application per NHDES Wetlands Bureau recommendations/requests. Submit completed wetland and shoreland permit applications for the Gardner Bay Road and Pine Cliff Road project sites.

Objective 4: BMP Performance Verification.
Measures of Success: Estimated load reductions calculated for the BMPs to be implemented.

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

Task 11: Develop a SSPP for both project sites under the *NHDES Nonpoint Source Management Program Quality Assurance Program Plan* – RFA#20097 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 prepare a final SSPP for NHDES to send to the USEPA. No modeling will take place prior to approval of the SSPP.
Task 12: Following the approved SSPP, complete pollutant load reduction modeling for BMPs at each project site. Complete a PCR for each BMP and submit the PCR to NHDES for review and approval.

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 13: 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 14: 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

Grantee Initials JCF
Date 05/20/21

Watershed Assistance Section webpage.

Objective 6: Installation of BMPs.
Measures of Success: BMPs Installed.

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

Task 15: Coordinate with design engineer to develop a bid package for construction of the Gardiner Bay BMP and paving work. The request for bid will follow state and federal rules and be reviewed and approved by NHDES Watershed prior to publication. Publish the bid and select the low-bid qualified contractor to complete the construction.
Task 16: Coordinate with the Granliden Community Association to schedule site work and coordinate the work of the construction contractor to complete the site work as specified in the design plans and permits.
Task 17: Support the Newbury Highway Department's work to procure materials and install BMPs per approved designs. The Town will follow their own approved procurement process.
Task 18: Oversite of construction preformed. Meet onsite throughout project implementation to ensure BMPs at both sites are completed as described in plans. Conduct follow-up visits to ensure plantings take hold.

Objective 7: O&M Plan and Education/Outreach.
Measures of Success: Completed Operation & Maintenance (O&M) plans and distributed materials.

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

Task 19: Publish articles in local newspapers, annual town reports and LSPA's newsletters and website about the completion of the BMP projects. Inform local town boards about progress made in reaching 2020 Watershed Management Plan goal emphasizing why it's important.
Task 20: Work in cooperation with project site landowners to complete an O&M plan for each BMP that includes the type and frequency of maintenance required and list who will be responsible for long term operation of said structures.

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.

Grantee Initials JCF
Date 05/20/21

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". All final work products must meet the applicable Americans with Disabilities Act (ADA) Title II Regulations to the extent practicable and shall be guided by best practices outlined in the Revised Section 508 Standards of the Rehabilitation Act and the Web Content Accessibility Guidelines (WCAG). At minimum, final work products shall include sans-serif fonts, underlined and descriptive text links, color best practices, captions for audio and video content, headers in tables, images with alt text, gender-neutral text, and consideration of the Plain Writing Act. Examples of final work products and outreach materials include, but are not limited to, project reports, press releases, newsletter articles, websites, videos and signage.

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.

Grantee Initials JCF
Date 05/20/21

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. $90,000 grant X 0.667 = $60,030 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:

Grantee Initials JCF
Date 05/20/21

Upon completion and NHDES approval of Task	1	$100
Upon completion and NHDES approval of Task	2	$100
Upon completion and NHDES approval of Tasks	3	$100
Upon completion and NHDES approval of Task	4	$100
Upon completion and NHDES approval of Task	5	$8,200
Upon completion and NHDES approval of Tasks	6	$4,900
Upon completion and NHDES approval of Task	7	$4,300
Upon completion and NHDES approval of Task	8	$2,500
Upon completion and NHDES approval of Task	9	$1,800
Upon completion and NHDES approval of Task	10	$2,900
Upon completion and NHDES approval of Task	11	$800
Upon completion and NHDES approval of Task	12	$1,300
Upon completion and NHDES approval of Task	13	$200
Upon completion and NHDES approval of Task	14	$1,050
Upon completion and NHDES approval of Task	15	$1,800
Upon completion and NHDES approval of Task	16	$45,300
Upon completion and NHDES approval of Task	17	$5,000
Upon completion and NHDES approval of Task	18	$8,200
Upon completion and NHDES approval of Task	19	$100
Upon completion and NHDES approval of Task	20	$1,250
Total		$90,000

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

Grantee Initials JCF
Date 05/20/21

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, including those 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 shall be allowable, meaning that the costs must conform to specific Federal requirements detailed in 2 CFR Part 200 Subpart E. The costs, including match, shall be incurred between the Agreement's Effective Date and the Completion Date, except that match may begin to accrue prior to the Effective Date provided it conforms to the terms of the federal Grant Agreement from the U.S Environmental Protection Agency to the State and follows the date of a NHDES letter of approval of the proposed project scope of services.

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

Grantee Initials JCF
Date 10/20/21

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 *non*federal 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:

Grantee Initials JCF
Date 5/20/21

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.

Grantee Initials JCF
Date 5/20/21

CERTIFICATE of AUTHORITY

I, William McLaughlin, President of the Lake Sunapee Protective Association, do hereby certify that:
(l) I am the duly elected President;
(2) at the meeting held on May 20, 2021, 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 Associaton 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 20 day of May, 2021.

William McLaughlin, President (signature above)

STATE OF NEW HAMPSHIRE
County of Sullivan
On this the 20 day of May, 2021, before me Suzanne M. Godin the undersigned officer, personally appeared William McLaughlin who acknowledged him/herself to be the President of the Lake Sunapee Protective Association 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.

Suzanne M. Godin (signature above)

Commission Expiration Date:
(Seal)

SUZANNE M. GODIN
MY COMMISSION EXPIRES JUNE 29, 2021
NOTARY PUBLIC
NEW HAMPSHIRE

State of New Hampshire

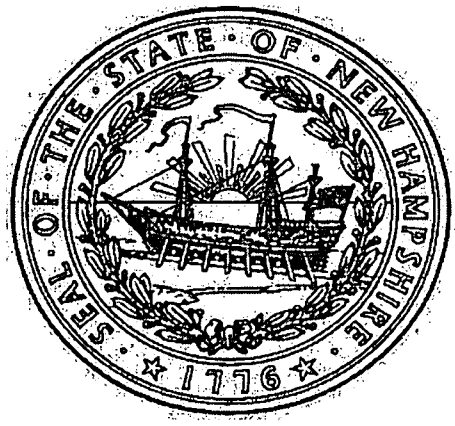
Department of State

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**

Certificate Number: **0005371773**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of May A.D. 2021.

William M. Gardner
Secretary of State

LAKESUN-02 HBROWN

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/19/2021

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 #
INSURER A : The Hartford	19682
INSURER B : Travelers	01899
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Lake Sunapee Protective Assn
PO Box 683
Sunapee, NH 03782

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			04SBAUJ6083	10/19/2020	10/19/2021	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			04SBAUJ6083	10/19/2020	10/19/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		04WECKM1847	10/19/2019	10/19/2020	PER STATUTE / OTH-ER	
							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)
workers compensation coverage part 3A: NH
Noncompensated officers excluded:
William McLaughlin President
Elizabeth Lyons 1st Vice-President
Maggie Ford 2nd Vice President
Laura Davis Secretary
Phil Schutz Treasurer

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

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Attachment A
Budget Estimate

Budget Item	s319 Grant Funding	Non-Federal Matching Funds	Totals
Salaries & Wages	$0	$18,000	$18,000
Travel and Training	$0	$230	$230
Contractual	$39,700	$11,300	$51,000
Equipment and Supplies	$0	$1,800	$1,800
Construction	$50,300	$28,700	$79,000
Total Project Cost	**$90,000**	**$60,030**	**$150,030**

Attachment B: 2021 Watershed Assistance and Restoration Grant Ranking

Organization	Project Name	A	B	C	D	E	AVG	RANK by avg
The Nature Conservancy	Chapel Brook Hydromodification and Restoration, Phases 1, 2 & 3, Cobble Weir Replacement, Finalizing a Salt Marsh Restoration Design and Permitting, and Implementing the First Phase of the Restoration Design	89	93	88	87	90	89.4	1
Lake Sunapee Protective Association	Lake Sunapee Watershed Plan Implementation Phase 2: Gardner Bay Road and Pine Cliff Road Best Management Practices (BMPs)	90	96	93	78	83	88.0	2
The Town of Exeter	Squamscott River, Water Integration for Squamscott-Exeter (WISE} Integrated Plan: Subsurface Infiltration in the lincoln Street Subwatershed, Exeter, New Hampshire	83	92	87	86	69	83.4	3
Preservation Assoication (PLPA)	Pleasant Lake Watershed Restoration Plan Implementation, Phase III: Gulf Road Shoreline Protection	88	87	88	89	64	83.2	4
Planning Commission (SWRPC)	Spofford Lake Watershed Management Plan Implementation Phase II: Watershed/Shoreline BMPs	88	79	87	85	68	81.4	5
Nippo Lake Association	Nippo Lake Association Watershed Management Plan: Implementation of Road, Residential and In-lake BMPs	90	80	89	75	70	80.8	6
Acton Wakefield Watersheds Alliance	Province Lake Watershed Management Plan Implementation Phase 3: Septic system improvements, shoreline stabilization, Youth Conservation Corps residential BMPs, outreach, and water quality monitoring	82	80	87	73	62	76.8	7
Newfound Lake Region Association	Newfound Watershed Management Plan Implementation Phase 4: Culverts, Structural BMPs and Nonstructural BMPs	82	75.5	77	71	77	76.5	8
Squam Lakes Association	2019 Squam Lakes Watershed Management Plan Implementation (Phase 1): Interactive BMP Education	81	88	77	70	65	76.2	9
Lake Winnipesaukee Association	Moultonborough Bay Watershed Management Plan Implementation Phase 1: ledge Hill Road Roadside Drainage Improvements, Tuftonboro	78	65	79	72	50	68.8	10

Review Team Members

Name	Qualifications
Steve Landry	23 years experience, Watershed Assistance Section Supervisor, project management, Merrimack watershed and fluvial
Jeff Marcoux	17 years experience, Watershed Coordinator, project management, grant and contract expertise
Sally Soule	23 years experience, Coastal Watershed Coordinator, project management, Coastal watershed expertise
Wendy Waskin	15+ years experience, Grants Specialist, budgeting, planning, project assistance expertise
Katie Zink	10 years experience, Watershed Assistance Specialist, surface and drinking water sampling, microbial expertise