



The State of New Hampshire
Department of Environmental Services

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Robert R. Scott, Commissioner

October 6, 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 the Southwest Region Planning Commission, Keene, NH, (VC #155492-B001) in the amount of \$113,265 to complete the *Spofford Lake Watershed Management Plan Implementation Phase II: Public Boat Launch and Shoreline BMPs*, effective upon Governor and Council approval through December 31, 2023. 100% Federal Funds

Funding is available in the following account:

	<u>FY 2022</u>
03-44-44-442010-2035-072-500575	\$113,265
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.

Spofford Lake is a Class A waterbody that is highly valued for its aquatic habitat and recreational usage. However, the water quality of Spofford Lake is threatened by low concentrations of dissolved oxygen in

the hypolimnion (bottom 10-15 meters), recent excessive plant growth in shallow littoral areas of the lake, and elevated levels of chloride. Contributing to Spofford Lake's low oxygen impairment, stormwater runoff from the watershed was identified in the Spofford Lake Watershed Management Plan as the highest nutrient load source to the lake (at 50 percent). In partnership with the Southwest Region Planning Commissions, Spofford Lake Association, the Town of Chesterfield, NHDES SOAK Up the Rain New Hampshire, the Chesterfield Conservation Commission, Camp Spofford, the New Hampshire Department of Transportation, landowners, and technical consultants, this project will implement stormwater controls on one of the 16 watershed survey sites (a public boat launch area) and three of the 194 high/medium priority shoreline survey sites, as well as coordinate two outreach presentations and one workshop on stormwater management. Treating the watershed and shoreline survey sites will reduce phosphorus loading to the lake by an estimated 4.1 kg/yr, meeting 22 percent of the 19 kg/yr reduction target set in the WMP. Hosting the outreach events will implement the education/outreach elements of the WMP and enhance awareness of water quality protection actions by watershed residents.

The total project costs are budgeted at \$188,813. NHDES will provide \$113,265 (60%) of the project costs through a federal grant, and the Southwest Region 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

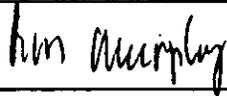
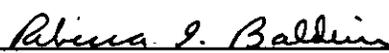
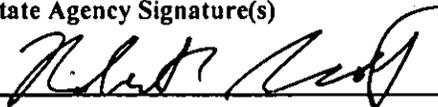
GRANT AGREEMENT

Subject: Spofford Lake Watershed Management Plan Implementation Phase II: Public Boat Launch and Shoreline BMPs.

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 Southwest Region 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, 2023	1.7 Audit Date N/A	1.8 Grant Limitation \$113,265
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 		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>9/15/2021</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) 			
1.13.2 Name & Title of Notary Public or Justice of the Peace Rebecca I. Baldwin - Office Manager Notary Public my Commission Expires 9/5/23			
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>11/1/2021</u>			
1.17 Approval by the Governor and Council By: _____ On: <u> / /</u>			

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

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

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

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

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

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

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

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

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount.

The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

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

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

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

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

7. **RECORDS AND ACCOUNTS.**

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

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

8. **PERSONNEL.**

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

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

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

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

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

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

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

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

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

10. **CONDITIONAL NATURE 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

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 subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or admissions of the Grantee 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 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 Region Planning Commission (SWRPC) will perform the following tasks as described in the proposal titled *Spofford Lake Watershed Management Plan Implementation Phase II: Public Boat Launch and Shoreline BMPs* submitted December 4, 2020:

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

Measure of Success: SWRPC has entered into a contract with a consultant and held project meetings.

Deliverable 1: Executed contract between consultant and SWRPC and project meeting minutes submitted to NHDES.

Task 1: SWRPC develops and issues a request for qualifications (RFQ) for a consultant to perform technical assistance visits to project sites and generate detailed conceptual design plans, calculations, and projected costs. SWRPC provides the draft RFQ to NHDES for review and approval prior to publication.

Task 2: SWRPC reviews and ranks RFQ responses submitted and conducts interviews, as necessary, to select the most qualified applicant.

Task 3: SWRPC drafts subcontract between SWRPC and the 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 obtains final signed subcontract between SWRPC and the consultant for services that accomplish the project scope of work within the allowed budget. SWRPC provides a copy of the executed contract to NHDES.

Task 5: SWRPC holds a kick-off meeting with stakeholders.

Task 6: SWRPC holds additional project meetings with stakeholders to facilitate task execution.

Objective 2: The SWRPC 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 2: Semi-annual progress reports, pollutants controlled reports, and final report on file with NHDES.

Task 7: 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 8: Submit a comprehensive final report to NHDES on or before the project completion

date. The final report shall include load reduction estimates, photo-documentation of installed system components when applicable, and comply with the NHDES and USEPA requirements found in the final report guidance document, including ADA compliance on the NHDES Watershed Assistance Section webpage.

Objective 3: Develop a Site Specific Project Plan (SSPP).

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

Deliverable 3: Draft and final SSPP approved by NHDES.

Task 9: SWRPC coordinates with the consultant to follow NHDES guidance for developing a draft SSPP, and SWRPC submits the draft SSPP to NHDES for review and comment. The SSPP covers all aspects of data collection and manipulation included in this project, including but not limited to BMP load reduction modeling.

Task 10: SWRPC coordinates with the consultant to review edits and comments provided by NHDES and incorporate changes to the draft SSPP. SWRPC submits the updated SSPP to NHDES for final review and approval. SWRPC distributes the final SSPP with signatures to NHDES and the consultant. The SSPP will be completed and approved prior to any work to be covered by the SSPP.

Objective 4: Develop draft and final Technical Assistance (TA) Reports for BMP implementation at project sites.

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

Deliverable 4: Copies of the approved conceptual BMP designs and material cost estimates sent to NHDES and landowners.

Task 11: SWRPC oversees consultant coordination with landowners on scheduling technical site visits to the four project sites (Site 5: boat ramp, and three residential shoreline sites pending final selection). Technical site visits will include a discussion of observed stormwater issues with landowners and collection of field data on the size and source(s) of the stormwater issues for development of material cost, and pollutant load reduction estimates.

Task 12: SWRPC oversees consultant distribution of a draft technical report to each property owner, created by the consultant, that provides conceptual BMP design recommendations, along with specific materials and costs required to implement the BMPs.

Task 13: SWRPC coordinates with the consultant for timely NHDES and landowner review and comments of the draft conceptual BMP designs provided by the consultant.

Task 14: SWRPC oversees consultant compilation and incorporation of comments to draft conceptual BMP designs. SWRPC oversees the consultant's distribution of final conceptual BMP designs to NHDES and landowners for final review and approval.

Objective 5: Meet procedural requirements and provide the legal authority to implement the proposed activities included in this Grant Agreement.

Measures of Success: All necessary permits, cost-share agreements, and Operation and Maintenance (O&M) plans are completed and on file with the Town of Chesterfield, NHDES, and landowners prior to implementation.

Deliverable 5: Copies of all permits, cost-share agreements, and O&M plans submitted to the Town of Chesterfield, NHDES, and landowners.

Task 15: SWRPC oversees consultant to provide assistance with filling out and submitting all necessary town and state permits for each project site prior to implementation. All approved permits will be sent by the landowner to NHDES, the Town of Chesterfield, and SWRPC to be kept on file.

Task 16: SWRPC oversees the work of the consultant in developing 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). SWRPC coordinates with the consultant, Spofford Lake Association (SLA), and the Chesterfield Conservation Commission (CCC) to obtain their assistance with landowner outreach.

Task 17: SWRPC coordinates with the consultant to develop O&M plans for landowners to understand their responsibility and sign the agreement for each project site ensuring long-term maintenance and success of implemented BMPs. SWRPC coordinates with the consultant, SLA and CCC for their assistance with landowner outreach.

Objective 6: Improve the quality of Spofford Lake through implementation of stormwater controls.

Measures of Success: Final conceptual BMP designs are implemented at four project sites.

Deliverable 6: Non-point Source (NPS) Site Reports and Pollutants Controlled Reports (PCR) submitted to NHDES.

Task 18: SWRPC will coordinate with the consultant to perform site walks with landowners and other volunteers to review the BMP designs and answer any final design questions prior to implementation. The consultant will assist with flagging/marking the implementation site as necessary.

Task 19: SWRPC, in conjunction with the consultant, tracks the Town of Chesterfield's work in completing construction of BMPs at Site #5 - Boat Launch and the associated parking lot. SWRPC coordinates with the consultant to obtain and review match documentation related to this work. SWRPC coordinates with the consultant to complete photo documentation of BMP implementation for use in outreach materials and reports, as well as obtaining any pre-construction measurements necessary from the sites to complete load reduction estimates (following SSPP).

Task 20: SWRPC oversees work by the consultant to coordinate with three shoreline property owners to construct (or oversee construction if using a contractor) the proposed BMPs on their

property, as detailed in the approved final BMP design plans. SWRPC coordinates with the consultant to obtain and review match documentation related to this work. SWRPC coordinates with the consultant to complete photo documentation of BMP implementation for use in outreach materials and reports, as well as obtaining any pre-construction measurements necessary from the sites to complete load reduction estimates (following SSPP).

Task 21: SWRPC coordinates with the consultant to have them visit project sites following implementation for approval of satisfactory implementation and final measurements to calculate pollutant reductions, and to then prepare NPS Site Reports and PCRs for each project site. SWRPC submits completed documentation to NHDES.

Objective 7: Provide public outreach and education on water quality protection.

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

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

Task 22: SWRPC coordinates two outreach presentations for watershed residents. Topics may include private road maintenance and residential salt management.

Task 23: SWRPC coordinates one workshop on stormwater management. A presentation at the stormwater management workshop will be given by the 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. This also includes promotion of the BMP Do-It-Yourself fact sheets in the New Hampshire Homeowner's Guide to Stormwater Management.

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". 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.

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. \$113,265 grant X 0.667 = \$75,548 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	\$195
Upon completion and NHDES approval of Task	2	\$1,500
Upon completion and NHDES approval of Task	3	\$500
Upon completion and NHDES approval of Task	4	\$295
Upon completion and NHDES approval of Task	5	\$382
Upon completion and NHDES approval of Task	6	\$1,625
Upon completion and NHDES approval of Task	7	\$3,199
Upon completion and NHDES approval of Task	8	\$2,362
Upon completion and NHDES approval of Task	9	\$1,090
Upon completion and NHDES approval of Task	10	\$500
Upon completion and NHDES approval of Task	11	\$9,191
Upon completion and NHDES approval of Task	12	\$13,010
Upon completion and NHDES approval of Task	13	\$325
Upon completion and NHDES approval of Task	14	\$6,495
Upon completion and NHDES approval of Task	15	\$5,263
Upon completion and NHDES approval of Task	16	\$1,013
Upon completion and NHDES approval of Task	17	\$1,500
Upon completion and NHDES approval of Task	18	\$2,793
Upon completion and NHDES approval of Task	19	\$44,590
Upon completion and NHDES approval of Task	20	\$9,528
Upon completion and NHDES approval of Task	21	\$3,323
Upon completion and NHDES approval of Task	22	\$2,040
Upon completion and NHDES approval of Task	23	\$2,546
Total		\$113,265

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

Exhibit C
Special Provisions

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

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

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

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 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.

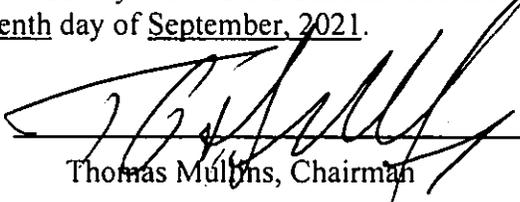
CERTIFICATE of AUTHORITY

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 March 16, 2021, 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 Fifteenth day of September, 2021.

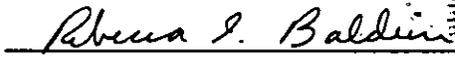


Thomas Mullins, Chairman

STATE OF NEW HAMPSHIRE
County of Cheshire

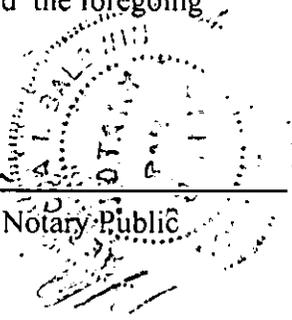
On this the 15th day of September, 2021, before me Rebecca I. Baldwin the undersigned officer, personally appeared Thomas Mullins who acknowledged him/herself to be the Chairman of the Southwest Region Planning Commission being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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



Rebecca I. Baldwin, Notary Public

Commission Expiration Date: September 5, 2023
(Seal)





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) 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	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> 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
			By: <i>Mary Beth Purcell</i>
			Date: 5/8/2021 mpurcell@nhprimex.org
New Hampshire Department of Environmental Services P.O. Box 95 Concord, NH 03302			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	\$17,425	\$0	\$17,425
Travel and Training	\$0	\$0	\$0
Contractual	\$48,340	\$0	\$48,340
Equipment and Supplies	\$0	\$0	\$0
Construction	\$47,500	\$75,548	\$123,048
Total Project Cost	\$113,265	\$75,548	\$188,813

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 Association (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 Winnepesaukee Association	Moultonborough Bay Watershed Management Plan Implementation Phase 1: Iedge Hill Road Roadside Drainage Improvements, Tufonboro	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