The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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September 26, 2022

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 Acton Wakefield Watersheds Alliance, Inc, Union, NH, (VC #159666-B001) in the amount of $75,000 to complete the *Pine River Pond (Wakefield) Watershed Protection Plan Phase 1: Residential and Road Best Management Practices (BMPs), Septic System Replacements, Outreach Project,* effective upon Governor and Council approval through December 31, 2024. 100% Federal Funds.

Funding is available in the following account:

	FY 2023
03-44-44-442010-2035-072-500575 Dept. Environmental Services, NPS Restoration Program, Grants-Federal	$75,000

EXPLANATION

NHDES issued a Request for Proposals (RFP) for the 2022 Watershed Assistance Grants program. The thirteen 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, seven 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.

In 2019, Pine River Pond began experiencing blooms of benthic cyanobacteria mats spreading on the rocky and sandy substrates of several shallow areas. These mats have the same hue as floating cyanobacteria, but unlike floating colonies they form a mucus-like consistency that spreads and colonizes the lake beds of coves and shorelines. Discovery of these blooms underscored the necessity for immediate steps to be taken to bring the pond back from a negative ecological tipping point.

Through this project, BMPs will be installed on private camp roads and residential properties around the pond to eliminate sources of stormwater runoff and sediment pollution. This project also includes a septic system cost-share replacement program for lake residents, to assist homeowners with septic construction costs. This program gives priority to replacements that have the greatest impact on pond quality by reducing nutrient loading. BMPs and new septic systems will decrease nutrient loading into Pine River Pond. By preventing significant increases in nutrient loading, Pine River Pond will experience water quality improvement and become more resilient to other factors that put pressure on the ecosystem.

The total project costs are budgeted at $125,025. NHDES will provide $75,000 (60%) of the project costs through a federal grant, and the Acton Wakefield Watersheds Alliance 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

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification 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 Acton Wakefield Watersheds Alliance INC		**1.4. Grantee Address** 254 Main Street, Union, NH, 03887	
1.5 Grantee Phone # (603) 473-2500	**1.6. Account Number** 03-44-442010-2035-072-500575	**1.7. Completion Date** 12/31/2024	**1.8. Grant Limitation** $ 75,000
1.9. Grant Officer for State Agency Stephen Landry, Watershed Assistance Section Supervisor		**1.10. State Agency Telephone Number** (603) 271-2969	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1		**1.12. Name & Title of Grantee Signor 1** Jon Balaroff, Executive Director	
Grantee Signature 2		**Name & Title of Grantee Signor 2**	
Grantee Signature 3		**Name & Title of Grantee Signor 3**	
1.13 State Agency Signature(s)		**1.14. Name & Title of State Agency Signor(s)** Robert R. Scott, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) **By:** **Assistant Attorney General, On:** 10/30/2022			
1.16. Approval by Governor and Council (if applicable) **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"), 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 B (the scope of work being hereinafter referred to as "the Project").

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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 on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (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 C, attached hereto.

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

5.3. In accordance with the provisions set forth in EXHIBIT C, 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 payment 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 and RSA 31-95-b.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, 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, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, 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 of 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

8. with, the entity identified as the Grantee in block 1.3 of these provisions

8.1. PERSONNEL.

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

8.2. to perform such Project under all applicable laws.

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 the Project, to hire any person who has a contractual relationship with

8.3. the State, or who is a State officer or employee, elected or appointed.

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

9. Officer, and his/her decision on any dispute, shall be final.

9.1. DATA; RETENTION OF DATA; ACCESS.

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 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, paper, 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 of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

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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 interest 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 B without the prior written consent of the State.

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

17. INSURANCE.

17.1 The Grantee shall, at its own 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 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

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 of 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, if required or by the signing State Agency.

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 intend 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.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

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Exhibit A
Special Provisions

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 Unique Entity Identifier (UEI-SAM) number. The Grantee's UEI-SAM number is XK52PTYW37R6.

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 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

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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:

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

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"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.

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Exhibit B
Scope of Services

The Acton Wakefield Watersheds Alliance (AWWA) will perform the following tasks as described in the proposal titled *Pine River Pond Watershed Protection Plan Phase 1: Residential and Road Best Management Practices (BMPs), Septic System Replacements, Outreach*:

Objective 1: The project steering committee will communicate regularly to ensure project success.
Measure of Success: Conduct four steering committee meetings during the project period.

Deliverable 1: Documentation for at least four steering committee meetings submitted to the New Hampshire Department of Environmental Services (NHDES).

Task 1: Conduct four steering committee meetings to ensure regular and efficient communication during the project period.

Objective 2: Reduce phosphorus loading to Pine River Pond from Individual Sewage Disposal Systems (ISDS).
Measure of Success: At least six inadequate shoreland residential ISDS will be upgraded.

Deliverable 2: Designs, approved permits, and pollutant load reductions for ISDS replacements submitted to NHDES.

Task 2: The ISDS upgrade subcommittee will meet at least six times to select ISDS replacement projects and discuss project administration. Subcontractors will be selected following NHDES approved procurement procedures.
Task 3: Septic system upgrade will be installed; identified by previous septic survey data and the septic selection committee to be in need of improvement resulting in a phosphorus load reduction of 1 - 3 lbs/yr.
Task 4: Septic system upgrade will be installed; identified by previous septic survey data and the septic selection committee to be in need of improvement resulting in a phosphorus load reduction of 1 - 3 lbs/yr.
Task 5: Septic system upgrade will be installed; identified by previous septic survey data and the septic selection committee to be in need of improvement resulting in a phosphorus load reduction of 1 - 3 lbs/yr.
Task 6: Septic system upgrade will be installed; identified by previous septic survey data and the septic selection committee to be in need of improvement resulting in a phosphorus load reduction of 1 - 3 lbs/yr.
Task 7: Septic system upgrade will be installed; identified by previous septic survey data and the septic selection committee to be in need of improvement resulting in a phosphorus load reduction of 1 - 3 lbs/yr.
Task 8: Septic system upgrade will be installed; identified by previous septic survey data and the septic selection committee to be in need of improvement resulting in a phosphorus load

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reduction of 1 - 3 lbs/yr.
Task 9: Document septic system replacements and submit pollutants controlled reports for septic system replacements to NHDES.

Objective 3: Reduce phosphorus loading from shoreline and road runoff.
Measures of Success: Develop at least six site specific shoreline erosion control designs, install shoreline erosion control BMPs on at least four residential sites, and install two stormwater BMPs on Lord Road.

Deliverable 3: Summary table indicating shoreline erosion technical assistance visit details to NHDES; provide photo documentation, signed Operation and Maintenance (O&M) plans, and pollutant load reductions for shoreline erosion and road BMP installations to NHDES.

Task 10: Meet with at least six landowners to offer technical assistance with shoreline erosion issues.
Task 11: Select four projects for shoreline erosion control BMP construction, acquire letters of agreement from landowners, and obtain permits as needed.
Task 12: Construct four shoreline erosion BMPs and provide construction oversight.
Construct and document four shoreline erosion BMPs.
Task 13: Document shoreline erosion BMP construction and submit signed O&M plans and pollutants controlled reports to NHDES for shoreline erosion BMPs.
Complete O&M plans for shoreline erosion projects and obtain signatures.
Task 14: Develop designs for two Lord Road stormwater BMPs.
Task 15: Construct two BMPs to address stormwater runoff on Lord Road.
Task 16: Provide construction oversight, document Lord Road BMP installation, and submit O&M plan and pollutants controlled reports to NHDES for Lord Road BMPs.

Objective 4: Provide public education about efforts to reduce pollutant loading to Pine River Pond and actions residents can adopt to increase success.

Measures of Success: Outreach activities are conducted, quantified, and documented.

Deliverable 4: Documentation including attendance lists and slide decks from workshops and presentations for outreach regarding fertilizer use, and proper maintenance of septic systems and camp roads.

Task 17: Provide outreach at lake association meetings and through other venues describing how residents can reduce their phosphorus footprint.

Objective 5: Conduct lake and tributary monitoring with the University of New Hampshire (UNH) Lakes Lay Monitoring Program (LLMP).
Measures of Success: Volunteers are recruited for monitoring teams, volunteer water quality monitoring is conducted under UNH's approved LLMP Quality Assurance Project Plan (QAPP), samples are analyzed by UNH, and reports are generated.

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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 Assistance 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.

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Exhibit C
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. $75,000 grant X 0.667 = $50,025 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 B:

Upon completion and NHDES approval of Task	1	$3,420
Upon completion and NHDES approval of Task	2	$2,658
Upon completion and NHDES approval of Task	3	$5,000
Upon completion and NHDES approval of Task	4	$5,000
Upon completion and NHDES approval of Task	5	$5,000
Upon completion and NHDES approval of Task	6	$5,000
Upon completion and NHDES approval of Task	7	$5,000
Upon completion and NHDES approval of Task	8	$5,000
Upon completion and NHDES approval of Task	9	$500
Upon completion and NHDES approval of Tasks	10 & 11	$9,827
Upon completion and NHDES approval of Task	12	$7,040
Upon completion and NHDES approval of Task	13	$5,000
Upon completion and NHDES approval of Task	14	$4,707
Upon completion and NHDES approval of Task	15	$4,707
Upon completion and NHDES approval of Task	16	$2,227
Upon completion and NHDES approval of Task	17	$904
Upon completion and NHDES approval of Task	18	$270
Upon completion and NHDES approval of Task	19	$305
Upon completion and NHDES approval of Task	20	$1,385
Upon completion and NHDES approval of Task	21	$845
Upon completion and NHDES approval of Task	22	$1,205
Total		$75,000

Grantee Initials JB
Date 8/19/22

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 JB
Date 8/19/22

CERTIFICATE of AUTHORITY

I, **Richard DesRoches**, **President** of the **Acton Wakefield Watersheds Alliance**, do hereby certify that:
(I) I am the duly elected **President**;
(2) at the meeting held on **August 11, 2022**, the **Acton Wakefield Watersheds Alliance** voted to accept NHDES funds and to enter into a contract with the Department of Environmental Services;
(3) the **Acton Wakefield Watersheds Alliance** 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:

Jon Balanoff

IN WITNESS WHEREOF, I have hereunto set my hand as the **President** of the **Acton Wakefield Watersheds Alliance**, this 19th day of August 2022.

Richard DesRoches, President

State of New Hampshire
County of Carroll

On this 19th of August, 2022, before me, Richard DesRoches, the undersigned officer, personally appeared **Richard DesRoches** who acknowledged himself to be the **President of the Acton Wakefield Watersheds Alliance**, and that he, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

In witness whereof I hereunto set my hand and official seal.

Justice of the Peace/Notary Public
Commission Expiration Date:

(Seal)

ANGIE M. NICHOLS
NOTARY PUBLIC - State of New Hampshire
My Commission Expires
August 4, 2026

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 ACTON WAKEFIELD WATERSHEDS ALLIANCE, INC is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 03, 2005. 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: **545180**

Certificate Number: **0005052522**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of December A.D. 2020.

William M. Gardner
Secretary of State

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/07/2022

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
E & S Insurance Services LLC
21 Meadowbrook Lane
P O Box 7425
Gilford NH 03247-7425

CONTACT NAME: Fairley Kenneally
PHONE (A/C, No, Ext): (603) 293-2791 FAX (A/C, No): (603) 293-7188
E-MAIL ADDRESS: fairley@esinsurance.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Insurance Co	
INSURER B: Technology Insurance Co	42376
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Acton-Wakefield Watersheds Alliance
P O Box 235
Union NH 03887

COVERAGES **CERTIFICATE NUMBER:** 22-23 **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: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK2410890	06/01/2022	06/01/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB813528	06/01/2022	06/01/2023	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TWC4071408	03/31/2022	03/31/2023	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER
NHDES
29 Hazen Drive
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
Fairley Kenneally

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Attachment A
Budget Estimate

Budget Item	s319 Grant Funding	Non-Federal Matching Funds	Totals
Salaries & Wages	$20,817	$8,000	$28,817
Travel and Training	$322	$100	$422
Contractual	$7,000	$5,000	$12,000
Equipment and Supplies	$2,852	$1,500	$4,352
Construction	$44,009	$35,425	$79,434
Total Project Cost	**$75,000**	**$50,025**	**$125,025**

Attachment B: 2022 Watershed Assistance and Restoration Grant Ranking

Organization	Project Name	Reviewer						RANK by avg
		A	B	C	D	E	AVG	
The Nature Conservancy	Oyster River-Caldwell Brook, Emerald Acres Culvert Replacement, Phase II, Aquatic Organism Passage/Geomorphic Compatibility/Water Quality	93	79	94	95	95	91.2	1
Country Pond Lake Association	Country Pond Watershed Management Plan Implementation Phase 1: Direct Drainage Area – Newton Boat Ramp and Concannon Road BMPs	88	87	83	95	75	85.6	2
Winnisquam Watershed Network	Winnisquam Watershed Based Plan Implementation Phase 1: Demonstration BMPs	87	95	81	82	82	85.4	3
Lake Winnipesaukee Association	Moultonborough Bay and Winter Harbor Watershed Management Plan Implementation Phase 1: Melvin River BMPs, Northwood Rd. BMP, and Winter Harbor BMP Designs.	84	88	64	98	91	85.0	4
Acton Wakefield Watersheds Alliance	Implementation of the Pine River Pond Watershed Protection Plan Phase 1: Residential and Road BMPs, Septic System Replacements, Outreach.	85	84	85	87	76	83.4	5
New Hampshire Rivers Council	Winnicut River Watershed Restoration and Management Plan: Greenland Central School multi-disciplinary implementation (phase I)	80	72	0	89	78	79.8	6
Town of Exeter	Squamscott/Exeter River, Water Integration for Squamscott-Exeter (WISE) Integrated Plan: Stormwater Designs, Advanced Septic System, and Fertilizer Reduction, Exeter, New Hampshire	73	85	71	86	83	79.6	7
Town of Durham	Removal of the Mill Pond Dam on the Oyster River	81	82	66	80	79	77.6	8
Lake Sunapee Protective Association	Lake Sunapee Watershed Plan Implementation Phase 3: Kidder Brook Bank Stabilization BMPs	85	89	66	67	75	76.4	9
Squam Lakes Association	2019 Squam Lakes Watershed Management Plan Implementation (Phase I): Interactive BMP Education	74	87	70	70	78	75.8	10
Messer Pond Protective Association	Messer Pond Watershed Plan – Phase 3– Forest Acres Road and Browns Brook Wetland BMPs	80	70	79	82	64	75	11
Town of Effingham	Bailey Road Improvements Phase 1: Lake Outlet Infrastructure Upgrades	72	83	67	79	54	71	12
Belknap County Conservation District	Black Brook Watershed Plan Implementation- Phase 2- Drainage and catchment structure design for Huse Road, BMPS and Operator Training	63	75	56	52	51	59.4	13

Review Team Members

Name	Reviewer	Qualifications
Steve Landry	D	29 years experience, Watershed Assistance Section Supervisor, project management, Merrimack watershed and fluvial geomorphology expertise
Jeff Marcoux	A	18 years experience, Watershed Coordinator, project management, grant and contract expertise
Sally Soule	C	24 years experience, Coastal Watershed Coordinator, project management, Coastal watershed expertise
Ben Sweeney	E	6 years experience, Watershed Management Specialist, stormwater and flood resilience project management experience.
Katie Zink	B	11 years experience, Watershed Assistance Specialist, surface and drinking water sampling, microbial expertise