



Department of Environmental Services

Robert R. Scott, Commissioner

68



June 19, 2023

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 Big Pea Porridge Watershed Preservation Association, Madison, NH, (VC #434961-B001) in the amount of \$70,000 to complete the *Banfield Brook Subwatershed Management Plan Development* project, effective upon Governor and Council approval through December 31, 2024. 100% Federal Funds.

Funding is available in the account as follows:

03-44-44-442010-2035-072-500575

Dept. Environmental Services, Section 604 Planning, Grants – Federal

FY 2024

\$70,000

EXPLANATION

NHDES requests approval to enter into a grant agreement for \$70,000 with the Big Pea Porridge Watershed Preservation Association (BPPWPA) to complete the Banfield Brook Subwatershed Management Plan Development project. Each year, NHDES receives funds under Section 604(b) of the EPA Clean Water Act, which must be granted for water quality planning projects. In June 2022, NHDES solicited letters of intent with scopes of services for projects supporting local efforts to address water quality outcomes such as: 1) identifying the most cost effective and locally acceptable facility and nonpoint measures to meet and maintain water quality standards; 2) developing an implementation plan to obtain State and local financial and regulatory commitments to implement water quality plans; 3) determining the nature, extent, and causes of water quality problems in the State; and, 4) determining those publicly owned treatment works which should be constructed, taking into account the relative degree of effluent reduction attained and the consideration of alternatives to such construction.

NHDES received eight letters of intent. All eight letters of intent were evaluated and ranked based on the following criteria: a) a clear and concise project outcome statement including discussion of how the planning effort will be used to make progress toward implementation of corrective actions which will protect or restore water quality with respect to Clean Water Act assessments; b) success in addressing the water quality outcomes (#1 through #4 above); c) a reasonable budget and timeline; d) a documented community need or opportunity; e) the level of public participation and commitment to the project; f) the quality of proposal; h) consideration of the project's impact on communities with environmental justice

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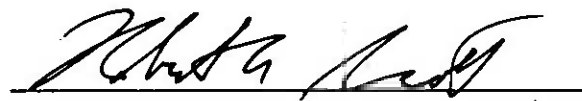
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concerns; and, i) the project's incorporation of changing environmental conditions (i.e, warmer surface water temperatures, more frequent and greater intensity storm events, etc.). Based on the specified selection criteria and the amount of grant funding available, the three highest ranked proposals were selected for funding. Please refer to Attachment B for review and ranking results, along with review panel members and affiliations.

The BPPWPA will use the grant funds to develop a subwatershed management plan for Banfield Brook, a tributary of Big Pea Porridge Pond. The subwatershed consists of primarily unpaved roads that are causing significant sedimentation of Banfield Brook, Big Pea Porridge Pond, and the surrounding wetlands. Sediment deposits in surrounding wetlands have been measured at up to 18 inches deep, limiting their natural buffer and filtration functions. The influx of sediment is also causing concern for the water quality of the pond as the Banfield Brook inlet frequently reveals the highest turbidity, chloride, and conductivity measurements in the larger Big Pea Porridge Pond watershed. The Banfield Brook Subwatershed Management Plan will model sediment loading to create a reduction goal and will identify opportunities for best management practices (BMPs) to be implemented to reach the goal. The plan will recommend a series of actions for project partners to implement to meet this water quality goal over ten years. This will be the first known sediment-based watershed management plan in New Hampshire.

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.


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 Big Pea Porridge Watershed Preservation Association		1.4. Grantee Address 24 Island Road Drive, Madison, NH 03849	
1.5 Grantee Phone # (973) 714-9388	1.6. Account Number 03-44-442010-2035-072-5005 75	1.7. Completion Date 12/31/2024	1.8. Grant Limitation \$ 70,000
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 <i>James R Torpay Jr.</i>		1.12. Name & Title of Grantee Signor 1 James R Torpay Jr. Vice President BPPWPA*	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) <i>Robert A. Scott</i>		1.14. Name & Title of State Agency Signor(s) Robert A. Scott, Commissioner, NHDES	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: <i>SL</i>		Assistant Attorney General, On: 7/11/23	
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").

*Big Pea Porridge Watershed Preservation Association

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 with, the entity identified as the Grantee in block 1.3 of these 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 the Project, to hire any person who has a contractual relationship with 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 Officer, and his/her decision on any dispute, shall be final.
 - 8.3. 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 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. 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.
 - 12.2. 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 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.
 - 12.3. 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.
 - 12.4. 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

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

Exhibit A
Special Provisions

Subparagraph 17.1.1 statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the project, to the extent the grantee is subject to the requirements of NH RSA Chapter 281-A.

Federal Funds paid under this agreement are from a Grant Agreement to the State from the United States Environmental Protection Agency (U.S. EPA), Water Quality Management Planning under CFDA # 66.454. 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 KB0058422.

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 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.

Exhibit B
Scope of Services

The Big Pea Porridge Watershed Preservation Association (BPPWPA) will perform the following tasks as described in the proposal titled *Banfield Brook Subwatershed Management Plan development*:

Objective 1: Initial project planning.

Measure of Success: Executed contract between Big Pea Porridge Watershed Preservation Association (BPPWPA) and consultant for development of the Banfield Brook Subwatershed Management Plan and associated project management tasks.

Deliverable 1: The Request for Qualifications (RFQ), rank and review scoring summary, and final subcontract.

Task 1. Develop and release the RFQ for consulting firms to draft the Banfield Brook Subwatershed Management Plan.

Task 2. Review all RFQ responses, rank and score consulting firms. If more information is needed, conduct interviews of top-scoring firms.

Task 3. Negotiate scope of work, schedule, and fee with top-ranked consulting firm. Draft contract if terms are agreeable. If agreement on terms of contract cannot be reached, begin negotiations with second ranked firm.

Task 4. Request NHDES review of the draft contract; BPPWPA will then make edits as needed and execute the subcontract between BPPWPA and the selected consulting firm.

Task 5. Identify members of the Banfield Brook Watershed Steering Committee and organize kick-off meeting with all stakeholders. Anticipated members include representatives from BPPWPA, the Town of Conway, Town of Madison, Rockhouse Mountain Property Owners Association (RMPOA), NHDES, and the hired consulting firm.

Objective 2: Develop a Site Specific Project Plan (SSPP) for the Banfield Brook Subwatershed Management Plan.

Measures of Success: A final SSPP is approved by NHDES.

Deliverable 2: The draft and final SSPP.

Task 6. Coordinate with the consultant as needed to draft the SSPP. The hired consultant will provide recommendations of which models to use in coordination with NHDES.

Task 7. Review the final SSPP after consultant has incorporated edits from NHDES and the project committee. Sign and share the final SSPP with NHDES and the project committee.

Objective 3: Determine the assimilative capacity for sediment within Banfield Brook and Big Pea Porridge Pond using methods outlined in the SSPP.

Measures of Success: The total assimilative capacity, reserve assimilative capacity, and remaining assimilative capacity for sediment are calculated.

Deliverable 3: Calculation of the current in-lake water quality criteria for sediment and remaining assimilative capacity.

Task 8. Provide the existing lake and tributary data for Banfield Brook from BPPWPA and the NHDES Volunteer Lake Assessment Program (VLAP) to the consultant for analysis.

Task 9. Review data provided from Task 8 to determine the historic and current sediment load for the Banfield Brook subwatershed.

Task 10. Review the assimilative capacity for sediment in Banfield Brook calculated by the consultant in accordance with the approved SSPP.

Task 11. Collaborate with the consultant to update the existing water quality monitoring program as needed to gather additional data required to inform model inputs.

Task 12. Conduct water quality monitoring program through VLAP. Recruit volunteers to assist as needed. Provide results to the consultant.

Objective 4: Identify sediment sources within the Banfield Brook subwatershed.

Measures of Success: Sediment sources are identified with sufficient detail to prioritize strategies and actions for the protection and restoration of Banfield Brook's water quality.

Deliverable 4: Watershed and lake response model outputs and refined sediment source loads based on site-specific knowledge obtained using ground-truthing methods.

Task 13. Obtain parcel-based GIS maps from the Towns of Conway and Madison to assess the watershed. Collaborate with the consultant to develop survey forms and provide notice to watershed residents of survey dates.

Task 14. Engage teams of volunteers and the consultant to lead ground-truthing and watershed surveys along all participating roads and properties to verify GIS data layers and identify potential pollutant sources.

Task 15. Review the compiled watershed survey results in the database and summary memo prepared by the consultant and provide feedback. Share drafts with the steering committee. Submit the results and technical memo to NHDES.

Task 16. Review and provide feedback on the GIS analysis of parameters such as land use coverages or orthophotos to determine watershed characteristics to the level of detail necessary to inform modeling and sediment loading analysis.

Task 17. Run sediment loading models for the Banfield Brook subwatershed. Review and provide feedback on results from the models for estimated sediment loading.

Objective 5: Evaluate the impacts of sediment loading on subwatershed wetlands.

Measures of Success: Subwatershed wetlands are delineated, and sediment impacts are analyzed and summarized in a memo.

Deliverable 5: Wetland impact memo provided to NHDES.

Task 18. Review the wetlands as identified by the consultant and local wetland scientist based on GIS analysis. Solicit input from watershed residents as needed.

Task 19. Coordinate with local landowners as needed to complete site visits to representative wetlands throughout the subwatershed to evaluate impacts of sediment loading.

Task 20. Review the summary memo prepared by the consultant and local wetland scientist that will detail the results of wetland evaluations, assessment of impacts to wetland functions and values, and recommendations to restore impaired wetland functions and values.

Objective 6: Establish the sediment loading goal for the Banfield Brook subwatershed.

Measures of Success: The sediment loading goal is approved by the Banfield Brook Steering Committee and NHDES.

Deliverable 6: Draft and final sediment loading goal with model outputs and justification memo that summarizes determination process for the goal is submitted to NHDES.

Task 21. Collaborate with stakeholders, the consultant, and NHDES to develop a process to establish the sediment loading goal for Banfield Brook. Consult regional experts if needed.

Task 22. Review and provide edits to the consultant on determined sediment loading goal. Share the final goal and processes with NHDES and full project committee.

Objective 7: Estimate the sediment reductions necessary to maintain the sediment loading goal and expected watershed conditions.

Measures of Success: Sediment reductions required are realistic, achievable, and approved by the steering committee to meet the established loading goal for Banfield Brook.

Deliverable 7: A memo or presentation with sediment load reductions provided by the consultant.

Task 23. Calculate and review sediment reductions as developed by the consultant needed to achieve the subwatershed loading goal.

Task 24. Review the estimated load reductions expected for the management measures as identified by the consultant that will contribute to meeting the sediment loading goal.

Objective 8: Engage the community in development of the management plan and erosion control methods.

Measures of Success: Workshops and other methods of community outreach will occur to share educational resources to improve erosion management in the Banfield Brook subwatershed.

Deliverable 8: Workshop summaries and copies of press releases

Task 25. Organize a lake-friendly living workshop for watershed residents, including a qualified guest speaker to provide information on lakefront best management practices for erosion control.

Task 26. Organize a dirt road maintenance workshop with a qualified guest speaker to provide information on best management practices for dirt road maintenance. Invite relevant road associations, watershed citizens, and municipal representatives.

Task 27. Write workshop summary deliverables for NHDES, including information on the number of attendees and photos.

Task 28. Write at least two press releases for publication in local newspapers or online news sources highlighting project progress and milestones.

Task 29. Share project updates on social media platforms and the BPPWPA website to keep watershed residents up to date and involved.

Task 30. Organize and attend at least three subsequent Banfield Brook Watershed Steering Committee meetings with project partners to discuss project progress, review deliverables, and coordinate next steps in the project.

Objective 9: Draft the Banfield Brook Subwatershed Management Plan.

Measures of Success: The draft plan will be reviewed by the steering committee, NHDES, and watershed residents.

Deliverable 9: Draft Banfield Brook Subwatershed Management Plan

Task 31. Work with the Towns of Conway and Madison and the consultant to complete a review of relevant land use, zoning, and natural resource protection ordinances that affect Banfield Brook and Big Pea Porridge Pond. Review and provide feedback on recommendations as provided by the consultant for recommended new ordinances.

Task 32. Review and provide feedback on the action plan as prepared by the consultant. The action plan will include components of education and outreach, monitoring, BMP installation, and securing funding necessary to achieve the set sediment loading goal. The plan will also include cost estimates and level of technical assistance needed to implement each action.

Task 33. Review current capacity of watershed stakeholders to engage in restoration plan implementation initiatives. Provide input to the consultant to develop a realistic BMP implementation schedule that accounts for property access, funding, grant cycles, and priority.

Task 34. Review and provide feedback on milestones as prepared by the consultant to assess whether implementation of the subwatershed management plan is occurring successfully.

Task 35. Review and provide feedback on the draft Banfield Brook Subwatershed Management Plan prepared by the consultant.

Task 36. Share the draft Banfield Brook Subwatershed Management Plan with the steering committee and collect feedback. Share feedback with the consultant to incorporate into a revised draft.

Task 37. Organize a public meeting to share the results of the draft subwatershed management plan. Incorporate activities to collect public feedback at the meeting that will be added to the plan. Invite watershed residents and municipal representatives from Conway and Madison.

Objective 10: Publish the final Banfield Brook Subwatershed Management Plan

Measures of Success: The Banfield Brook Subwatershed Management Plan is finalized and published on the BPPWPA and NHDES websites.

Deliverable 10: Final Banfield Brook Subwatershed Management Plan

Task 38. Review the revised draft plan as prepared by the consultant and share with the project committee. Submit any final comments as needed.

Task 39. Present the final subwatershed management plan to the municipal Select Boards or other appropriate Town boards in Conway and Madison. Request that the Towns adopt the plan for unified restoration efforts throughout the watershed. Present the plan to RMPOA and Edelweiss Homeowners Association.

Task 40. Publish the final Banfield Brook Subwatershed Management Plan on the BPPWPA website and share with project partners to share on their websites. Submit the final plan to NHDES. The Banfield Brook Subwatershed Management Plan shall comply with the NHDES and U.S. EPA requirements found in the final report guidance document, including Americans with Disabilities Act (ADA) compliance on the NHDES Watershed Assistance Section webpage.

Objective 11: 604(b) grant reporting and documentation

Measures of Success: NHDES approves semi-annual progress reports, final report, and all payment requests.

Deliverable 11: Semi-annual progress reports over the two-year project period, a final report, and all payment requests.

Task 41. Conduct project management including submittal of financial documents such as payment requests and match and procurement documentation and procurement; communicate with NHDES and other project partners as needed; conduct other activities required for grant management.

Task 42. 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

If 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 43. Submit a comprehensive final report to NHDES on or before the project completion date. The final report shall comply with the NHDES and U.S. EPA requirements found in the final report guidance document, including Americans with Disabilities Act (ADA) compliance on the NHDES Watershed Assistance Section webpage.

Task 44. Track all project match hours and funds as well as grant budget and submit payment requests as needed to NHDES for grant reimbursement.

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/U.S. EPA 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 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 U.S. EPA 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 C

Method of Payment and Contract Price

The State shall pay to the Grantee the total reimbursable program costs in accordance with the following requirements:

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. Reimbursement requests for program costs shall be made by the Grantee using a payment request form as supplied by the State, which shall be completed and signed by the Grantee. The payment request form shall be accompanied by proper supporting documentation in the amount of each requested disbursement. Documentation of reimbursable costs may include invoices for supplies, equipment, services, contractual services, and a report of personnel, travel, and indirect costs. For projects that demonstrate progress solely through the submission of interim progress reports, payments shall be made upon receipt, review and approval of the interim progress report and accompanying payment request form. Payments shall be made to the Grantee no more frequently than monthly.

The total reimbursement shall not exceed the grant award of \$70,000.

jt

CERTIFICATE of AUTHORITY

I, Shauna Kondrat, President of the Big Pea Porridge Watershed Preservation Association, do hereby certify that:

(1) I am the duly elected President;

(2) at the meeting held on December 21, 2022, the Big Pea Porridge Watershed Preservation Association voted to accept NHDES funds and to enter into a contract with the Department of Environmental Services;

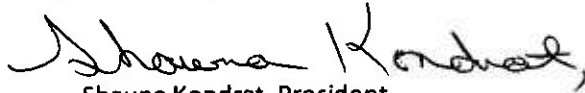
(3) the Big Pea Porridge Watershed Preservation Association further authorized the Vice - President to execute any documents which may be necessary for this contract;

(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 of the grant to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this hereof; and

(5) the following person has been appointed to and now occupies the office indicated in (3) above:

James R. Torpey Jr.

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the Big Pea Porridge Watershed Preservation Association, this 21st day of May, 2023.


Shauna Kondrat, President
BPPWPA

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that BIG PEA PORRIDGE WATERSHED PRESERVATION ASSOCIATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 15, 2018. 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: 805307

Certificate Number: 0005910378



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of December A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a horizontal line.

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/05/2023

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 Infinger Insurance - Conway 1205 Eastman Rd PO Box 300 North Conway NH 03880		CONTACT NAME: Tonya Fox, CIC, ACSR PHONE (A/C, No. Ext): (603) 447-5123 FAX (A/C, No): (603) 447-5126 E-MAIL ADDRESS: tonya@infingerinsurance.com	
INSURED Big Pea Porridge Pond Preservation Association PO Box 111 Eaton Center NH 03832		INSURER(S) AFFORDING COVERAGE INSURER A: Nautilus Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** CL231580819**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:			NN1485857	01/06/2023	01/06/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ Included
	☐ AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Management and Administration of Research Studies for Big Pea Porridge Pond

CERTIFICATE HOLDER**CANCELLATION**

NH Department of Environmental Services 29 Hazen Drive Concord NH 03301	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 Way A. H

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Attachment A
Budget Estimate

Budget Item	Grant Funding
Salaries & Wages	\$0
Contractual	\$65,500
Travel and Training	\$0
Printing/ Supplies	\$0
Other: Insurance	\$4,500
Total Grant Amounts	\$70,000

Attachment B:

604(b) Water Quality Planning Grants Ranking

Organization	Project Name	Reviewer							Avg	Rank by avg
		A	B	C	D	E	F	G		
Halfmoon Lake Association	Halfmoon Lake Watershed-Based Management Plan Development	89	89	95	91	86	88	92	90	1
Big Pea Porridge Watershed Preservation Association	Banfield Brook Subwatershed Management Plan Development	91	88	88	88	72	88	97	87	2
Nashua Regional Planning Commission	Souhegan River Corridor Management Plan and E. coli Mitigation	78	88	77	83	91	81	90	84	3
Strafford Regional Planning Commission	Cocheco River Management Plan	80	81	86	85	82	80	80	82	4
Strafford Regional Planning Commission	Milton Three Ponds Lake Watershed-based Plan	88	71	72	90	82	73	81	79	5
Southwest Region Planning Commission	Ashuelot River A-I Alternate Watershed Management Plan	70	65	83	76	71	72	71	73	6
Kezar Lake Protective Association	Kezar Lake Watershed-based Plan	68	83	73	84	57	56	78	71	7
Southwest Region Planning Commission	Laurel Lake Watershed Management Plan	70	82	75	86	46	33	72	66	8

Review Team Members

Name	Qualifications
Jeffery Marcoux	19 years experience, Watershed Supervisor, project manager, grant and contract expertise
Katherine Zink	12 years experience, Watershed Assistance Specialist, surface and drinking water sampling, microbial expertise
Sally Soule	24 years grant management experience; currently serves as Coastal Watershed Supervisor with project management, watershed management expertise
Stephen Landry	Watershed Assistance Section Supervisor, 30 years experience, project management, and watershed management expertise
Tracie Sales	Rivers and Lakes Programs Manager, 10 years experience assisting volunteers with management plan implementation, 6 years experience writing grant applications and conducting water quality programs under funded grants.
Nisa Marks	Watershed Coordinator, 12 years experience including work on grants and ecological restoration. Role includes work with volunteers on both rivers and lakes.
Anrea Bejtlich	4 years experience, Watershed Specialist, surface and drinking water sampling, grant management expertise.