



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



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July 11, 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 a grant agreement with the Merrimack Village District, Merrimack, NH, (VC #160038-B001) in the amount of \$80,000 to complete the *Naticook Brook Watershed/ Litchfield Tributaries Watershed Management Plan* project, effective upon Governor and Council approval through March 31, 2025. 100% Federal Funds.

Funding is available in the following account:

	<u>FY 2024</u>
03-44-44-441018-5564-072-500574	\$80,000
Dept. Environmental Services, DWSRF BIL Administration, Grants, Federal	

EXPLANATION

NHDES requests approval of a grant agreement with the Merrimack Village District (MVD) for \$80,000 to complete the Naticook Brook Watershed/Litchfield Tributaries project. This grant agreement is a first-of-its-kind project to develop a watershed-based plan on a water supply watershed that begins to address the significant increase in sodium and chloride levels measured in water supply wells throughout New Hampshire over the last three decades.

In December 2022, NHDES solicited proposals to submit scopes of services for projects addressing nonpoint source (NPS) pollution through the development of a sodium and chloride-based watershed restoration plan in a priority, water supply watershed that has a documented sodium and/or chloride impairment. Eligible projects included 1) a quantitative plan for assessing progress and watershed-based implementation success in the future; a clear water quality goal; and either included the nine, minimum elements (a) through (i) required by the United States Environmental Protection Agency (EPA) for watershed-based plans or development of an EPA and NHDES-approved alternative plan that focuses on sodium and chloride as priority pollutants in an impacted surface or groundwater drinking water source.

NHDES received two proposals. Both proposals were evaluated and ranked based on the following criteria: a) the waterbody's drinking water quality and severity of sodium chloride impairment(s); b) the level of public participation and commitment to the project; c) relative value or significance of the water body or water resources; and d) the quality of the proposal. Based on the specified selection criteria and the

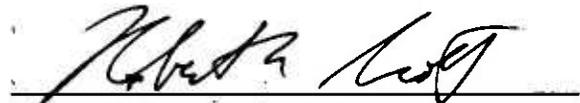
amount of grant funding available, the highest ranked proposal was selected for funding. Please refer to Attachment B for review and ranking results, along with review panel members and affiliations.

The MVD provides potable drinking water to approximately 9,300 customers from a series of high-capacity water supply wells, three of which are within the Naticook Brook watershed (MVD-2, MVD-3, and MVD-9). The Naticook Brook watershed contains paved roads, parking lots, and other impervious surfaces that require significant winter maintenance in the form of plowing, sanding, and salt application. Associated runoff and infiltration into surface and groundwater resources is causing significant salt contamination of streams, rivers, ponds, lakes, and wetlands within the watershed. While all three public water supply wells in the Naticook Brook watershed have experienced increasing sodium and chloride concentrations, MVD-3 has been exceptionally impacted. Since 1992, the chloride concentrations in MVD-3 have increased by an order of magnitude. The impacts from salt runoff in this watershed has led to MVD-3 consistently being above the secondary maximum contaminant level (SMCL) for chloride (SMCL of 250 mg/L), causing the well to be taken offline as a public water supply.

The watershed-based plan funded through this grant agreement will evaluate winter salt use and applications throughout the Naticook Brook source water protection area to develop a sector load allocation and a priority-based reduction goals paired with identified opportunities for best management practices (BMPs) to be implemented to reach the reduction goals. The watershed-based plan will recommend a series of actions for project partners (municipal, state, private, commercial, and/or nonprofit, etc.) with the intention of meeting the watershed-based plan reduction goals over the ten years following publication of the plan. This will be the first known salt-specific watershed management plan approved by NHDES and EPA 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.

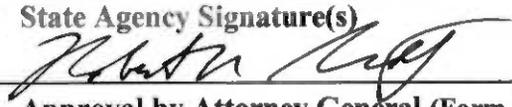


Robert R. Scott, Commissioner

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 Merrimack Village District		1.4. Grantee Address 2 Greens Pond Road, Merrimack, NH 03054	
1.5. Grantee Phone # (603) 279-4425	1.6. Account Number 03-44-44-441018-5564-072	1.7. Completion Date March 31, 2025	1.8. Grant Limitation \$ 80,000
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 Ronald Miner Jr, Superintendent	
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: 7/13/23	
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").

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 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 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.
 - 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
 - 9.1. 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, graphics 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.
 - 12.4. 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

- 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.

**Exhibit A
Special Provisions**

DWSRF SUPPLEMENTAL – FY 2022 STATE Drinking Water SRF Grant

Federal Funds paid under this agreement are from a Grant to the State from the U.S. Environmental Protection Agency (U.S. EPA), Drinking Water State Revolving Fund Set-Asides under CFDA #66.468. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant are hereby adopted in full force and effect to the relationship between this Department and the grantee.

FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA)

The Subrecipient shall comply with the terms of the FFATA by providing NHDES with their Unique Entity Identifier (UEI), and all applicable Executive Compensation Data information as required under the FFATA. On April 4, 2022, the unique entity identifier used across the federal government changed from the DUNS Number to the Unique Entity ID generated by www.SAM.gov. The Grantee's UEI-SAM number is CLD7UM87L4D3.

SAM REGISTRATION: The Subrecipient must have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).

GENERALLY ACCEPTED ACCOUNTING PROCEDURES

The Subrecipient, if a governmental entity, shall maintain project accounts in accordance with the Generally Accepted Accounting Principles (GAAP), including standards relating to the reporting of infrastructure assets as issued by the Governmental Accounting Standards Board (GASB). The full text of Governmental Accounting Reporting Standards is available through the GASB website at: <http://www.gasb.org>

RECORDKEEPING REQUIREMENTS

The Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to the State and/or Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Subrecipient must agree to provide or make available such records to the State and Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.

SINGLE AUDIT REQUIREMENTS

Recipients and subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits

of federal funds and related guidance and the Federal Audit Clearinghouse to see example and single audit submissions.

CIVIL RIGHTS COMPLIANCE

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply, and shall include in every contract or agreement funded with these funds this same requirement to comply, with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, NHDES may collect and review information from subrecipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury’s implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients and subrecipients (see 28 CFR 42.406).

PERIOD OF PERFORMANCE

This agreement will commence upon approval of Governor and Council and the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the completion date shown in block 1.7 of Form Number G-1.

PROCUREMENT, SUSPENSION AND DEBARMENT

Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Subrecipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320.

Subrecipient shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, “Responsibilities of Participants Regarding Transactions Doing Business With Other Persons,” as implemented and

supplemented by 2 C.F.R. Part 1532. subrecipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled "Covered Transactions," and 2 C.F.R. § 1532.220, includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. subrecipient is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. subrecipient acknowledges that failing to disclose the information required under 2 C.F.R. § 180.335 to NHDES may result in the delay or negation of this assistance agreement, or pursuance of administrative remedies, including suspension and debarment. Subrecipients may access the System for Award Management (SAM) exclusion list at <https://sam.gov/SAM/> to determine whether an entity or individual is presently excluded or disqualified.

By entering into this agreement, the subrecipient certifies that the subrecipient is not debarred or suspended. Furthermore, the subrecipient certifies that no part of this contract will be subcontracted to a debarred or suspended person or firm.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

As required by 2 CFR 200.216, subrecipients, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, Subrecipients, and borrowers also may not use federal funds to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
 - (1) Procure or obtain, extend or renew a contract to procure or obtain;
 - (2) Enter into a contract (or extend or renew a contract) to procure; or
 - (3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list which can be found at <https://www.sam.gov/SAM/pages/public/index.jsf>.

OTHER SPECIAL PROVISIONS

In addition to the above special provisions, the following provisions as required by federal regulations apply to this Agreement:

1. Changes to the Scope of Services or reallocation of grant funds require NHDES approval in advance. Payments will be made based on submitted invoices. Work must be completed and request for reimbursement must be made by the completion date listed on the grant agreement (section 1.6).
2. **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.
3. **Allowable Costs.** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 2 CFR part 200 Subpart E.
4. **Property Management.** The Contractor shall comply with the property management and procedures detailed in 2 CFR Part 200 Subpart D, if applicable.
5. **Restrictions on Lobbying.** The Contractor shall comply with the terms of 15 CFR part 28 and 2 CFR Part 200 Subpart E which prohibit the use of federal Contract 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.

6. **Drug-Free Workplace.** The Contractor shall comply with the terms of 2 CFR part 1329 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.
7. **Protection for Whistleblowers.** The Contractor shall comply with the terms of 41 U.S.C. §471 regarding Whistleblower protections. As described in 41 USC §471 "an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant."
8. **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 Ensure that subcontractors are aware of requirements imposed upon them by State and Federal statutes and regulations.
9. **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.
10. **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 Merrimack Village District (MVD) will perform the following tasks as described in the proposal titled *Naticook Brook Watershed/ Litchfield Tributaries (Including Wellhead Protection Area for Production Wells MVD-2, MVD-3, and MVD-9) Watershed-Based Restoration Plan Development – Phase I - Sodium Chloride*:

Objective 1: Initial project planning and quality control.

Measure of Success: Project Kickoff Meeting convened, draft and final Site Specific Project Plan (SSPP) developed, reviewed, and approved by NHDES.

Deliverable 1: Kickoff meeting agenda, minutes, attendee list, and NHDES approved SSPP.

Task 1. Identify members of the Project Steering Committee and organize a kick-off meeting with all stakeholders. Stakeholders include MVD and Departments of Public Works (DPWs) in the watershed, NHDES, NHDOT, commercial, industrial, institutional property owners in the watershed, and the consulting team.

Task 2. Coordinate with the consultant and NHDES staff to develop a Site Specific Project Plan (SSPP) for the pollutant load reduction modeling to be completed under the project. Submit the draft SSPP to NHDES for review.

Task 3. Finalize the SSPP based upon review comments. Submit the updated SSPP to NHDES for final review and approval. Secure signatures and share the final SSPP with the SSPP recipient list.

Objective 2: Identify sources of Sodium Chloride (NaCl) within the Merrimack Village District wellhead watershed.

Measures of Success: Sodium Chloride sources are identified with sufficient detail to prioritize strategies and actions for protection and restoration of source and surface water quality.

Deliverable 2: Watershed, surface, and groundwater response outputs and refined NaCl source loads and sector allocations based on site specific knowledge using ground-truthing methods.

Task 4. Develop forms/tools to assess the watershed and solicit feedback from the Steering Committee. Coordinate with the Town to gather parcel data. Work directly with watershed salt applicators in private commercial, municipal, and state sectors to solicit annual salt use data to populate NaCl loading models in the watershed.

Task 5. Conduct watershed survey to capture salt application rate data for all roads, parking lots, highway lane miles, and all other impervious surfaces receiving anti-icing treatments withing the study area.

Task 6. Review the watershed survey results, interpret sector load allocations, and generate summary memo for the watershed survey results to be shared with Steering Committee. Submit the final memo to NHDES.

Objective 3: Establish the NaCl loading goal for the Merrimack Village District wellhead watershed study area.

Measures of Success: The NaCl loading goal will be approved by the Project Steering Committee.

Deliverable 3: The draft and final NaCl loading goal with model outputs and justification memo to NHDES that summarizes determination process for the goal.

Task 7. Collaborate with the Steering Committee to develop a process to establish the NaCl loading goal for the MVD watershed.

Task 8. Review TMDLs, special studies, and other NaCl-related research and project processes to determine NaCl loading goal. Share the final goal and processes with NHDES and Steering Committee.

Objective 4: Estimate NaCl reductions necessary to achieve the NaCl loading goal(s) and expected source water and surface water quality targets.

Measures of Success: NaCl reductions required are realistic and achievable to meet the water goal(s) for the MVD target watershed.

Deliverable 4: A memo and/or presentation from the consultant with recommended NaCl load reductions.

Task 9. The consultant develops the NaCl reductions needed to achieve the water quality goal(s) and presents them to the Steering Committee for review and comment.

Task 10. Review the estimated NaCl load reductions expected for the recommended best management practices (BMPs) (structural and non-structural) derived from the watershed modeling and survey and recommend other actions as identified by the consultant that will contribute to meeting the NaCl reduction and water quality goal(s).

Task 11. Prepare a technical memo and/or presentation describing and prioritizing BMPs to achieve NaCl reductions and water quality goal(s).

Objective 5: Develop the strategy for integrating U.S. EPA key elements d through i for watershed-based planning into the NaCl watershed restoration plan for the MVD wellhead watershed.

Measures of Success: Integration of U.S. EPA watershed-based planning elements d through i has been deemed feasible, realistic, and achievable. If not, a path toward development of an alternative watershed-based plan for approval by the U.S. EPA will be proposed by the consultant to the Steering Committee.

Deliverable 5: Draft an outline for watershed restoration plan that includes key elements d through i or plan to achieve an alternative watershed-based plan (WBP) acceptable to the U.S. EPA.

Task 12. The feasibility of integrating the nine elements of a WBP into this NaCl-focused

Watershed-Based Restoration Plan will be explored, evaluated, and presented to the Steering Committee for their evaluation and approval. The result will guide development of an a-i WBP or an alternative WBP eligible for NHDES and U.S. EPA approval.

Task 13. The amounts of technical and financial assistance needed will be identified and the entities that will be responsible for implementing this NaCl watershed restoration plan will be presented in a matrix with a schedule spanning ten years.

Task 14. Participation in the source load identification and allocations process by municipal public works officials, NHDOT snow and ice managers, and salt applicators from the commercial sector will bolster outreach and buy-in as the project is initiated. The consultants and Steering Committee will collaborate to initiate outreach and education associated with development of this Plan.

Task 15. The Steering Committee will evaluate current regulations and strategies in the study area and compile the information to identify feasible schedules and responsible entities for implementing prioritized NaCl reduction in the watershed management area.

Task 16. Interim, measurable, milestones will be developed for determining whether NaCl reduction management measures or other control actions are being implemented. Water quality testing results will be essential for evaluation of the success of the project and to gage success of Plan implementation.

Task 17. Success indicators will be data collected from public and private drinking water well sampling efforts in the high priority aquifer management area identified in the Plan. Based on water quality testing results, a set of criteria or statistical analyses will be developed that can be used to determine whether the desired NaCl loading is being achieved over time and if substantial progress is being made towards attaining water quality standards, and, if not, the criteria for determining whether the NaCl watershed-based plan needs to be revised.

Task 18. A monitoring program will be developed in accordance with Plan recommendations so that successful implementation of the Plan can be evaluated. Monitoring needs will be assessed during Plan development to reflect the suite of BMPs implemented and how to monitor performance of both non-structural (behavioral) and structural practices efficiently and effectively.

Objective 6: Draft and publish the NaCl watershed restoration plan/watershed-based plan for the Merrimack Village District wellhead protection aquifer.

Measures of Success: Final, nine-element watershed-based plan or alternative plan has been published and approved by the U.S. EPA and NHDES.

Deliverable 6: Final watershed-based / watershed restoration plan for the target MVD subwatershed.

Task 19. Develop the draft watershed-based plan and prepare for distribution to the full Steering Committee.

Task 20. Distribute the draft NaCl watershed-based plan to the Steering Committee and collect feedback. Incorporate constructive comments and feedback into a revised draft of the Plan.

Task 21. Work with the Steering Committee and other project members to organize a public meeting (virtual, hybrid, or in-person) to share the results of the draft NaCl watershed-based

plan. Incorporate public feedback into the Plan if constructive. Invite watershed residents, members of the press, property owners, state, federal, and municipal representatives to participate.

Task 22. Secure NHDES approval of the final watershed-based plan and publish. Share with project partners and submit Plan to NHDES. The final Plan will comply with NHDES and U.S. EPA requirements, including ADA compliance, found on the NHDES Watershed Assistance Section webpage.

Objective 7: Conduct project management and submit all required reports to NHDES.

Measures of Success: Project management activities are conducted, and reports are submitted to NHDES.

Deliverable 7: Financial documentation, semi-annual progress reports, and final report are submitted to NHDES.

Task 23. Conduct project management including submittal of financial documents such as payment requests and match and procurement documentation; communicate with NHDES and other project partners as needed; conduct other activities required for grant management.

Task 24. 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 25. Submit a final report memo to NHDES on or before the project completion date. The final report memo shall include a summary of project deliverables, partnerships realized, barriers encountered, strategies implemented to overcome them, lessons learned, and a forecast for Plan implementation.,

Exhibit C
Method of Payment and Contract Price

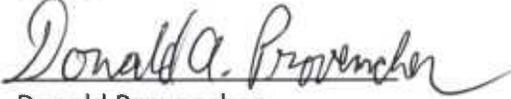
All services shall be performed to the satisfaction of NHDES before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of an associated invoice. Payment shall be made in accordance with the following schedule based upon completion of specific tasks described in Exhibit B:

Upon completion and NHDES approval of Task	1	\$2,000
Upon completion and NHDES approval of Task	2	\$1,500
Upon completion and NHDES approval of Task	3	\$1,500
Upon completion and NHDES approval of Task	4	\$2,500
Upon completion and NHDES approval of Task	5	\$2,500
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	\$3,500
Upon completion and NHDES approval of Task	10	\$3,500
Upon completion and NHDES approval of Task	11	\$8,000
Upon completion and NHDES approval of Task	12	\$1,000
Upon completion and NHDES approval of Task	13	\$1,000
Upon completion and NHDES approval of Task	14	\$2,000
Upon completion and NHDES approval of Task	15	\$2,000
Upon completion and NHDES approval of Task	16	\$2,000
Upon completion and NHDES approval of Task	17	\$2,000
Upon completion and NHDES approval of Task	18	\$5,000
Upon completion and NHDES approval of Task	19	\$7,000
Upon completion and NHDES approval of Task	20	\$4,000
Upon completion and NHDES approval of Task	21	\$2,000
Upon completion and NHDES approval of Task	22	\$11,000
Upon completion and NHDES approval of Task	23	\$250
Upon completion and NHDES approval of Task	24	\$250
Upon completion and NHDES approval of Task	25	\$500
Total		\$80,000

CERTIFICATE OF AUTHORITY

I, Donald Provencher, Chairman of the Merrimack Village District (MVD) Board of Commissioners BOC, do hereby certify that:

- (1) I am the duly elected Chairman ;
- (2) at the meeting held on June 19, 2023, the MVD BOC voted to accept NHDES funds and to enter into a contract with the Department of Environmental Services;
- (3) the MVD BOC further authorized the Superintendent, Ronald Miner, Jr. 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 certificate hereof; and
- (5) the following person has been appointed to and now occupies the office indicated in (3) above:



Donald Provencher

IN WITNESS WHEREOF, I have hereunto set my hand as the District Clerk of the Merrimack Village District, this 19th day of June, 2023.



JH Lavoie, MVD District Clerk



CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: Merrimack Village District 2 Greens Pond Road Merrimack, NH 03054		Member Number: 561	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624			
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:		
<input checked="" type="checkbox"/>	General Liability (Occurrence Form)	7/1/2023	7/1/2024	<input type="checkbox"/>	Each Occurrence	\$ 2,000,000
<input type="checkbox"/>	Professional Liability (describe)			<input type="checkbox"/>	General Aggregate	\$ 10,000,000
<input type="checkbox"/>	Claims Made			<input type="checkbox"/>	Fire Damage (Any one fire)	
<input type="checkbox"/>	Occurrence			<input type="checkbox"/>	Med Exp (Any one person)	
<input checked="" type="checkbox"/>	Automobile Liability	7/1/2023	7/1/2024	Deductible Comp and Coll: \$1,000		
<input type="checkbox"/>	Any auto			Combined Single Limit (Each Accident)		\$5,000,000
				Aggregate		\$5,000,000
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	1/1/2023	1/1/2024	<input checked="" type="checkbox"/>	Statutory	
				<input type="checkbox"/>	Each Accident	\$2,000,000
				<input type="checkbox"/>	Disease - Each Employee	\$2,000,000
				<input type="checkbox"/>	Disease - Policy Limit	
<input checked="" type="checkbox"/>	Property (Special Risk Includes Fire and Theft)	7/1/2023	7/1/2024	Blanket Limit, Replacement Cost (unless otherwise stated)		Deductible: \$1,000
Description: Proof of Primex Member coverage only. Pollution and hazardous waste related liabilities, expenses and claims are excluded from coverage in the coverage document.						

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
NH Department of Environmental Services 29 Hazen Drive PO Box 95 Concord, NH 03302-0095			By: <i>Mary Beth Purcell</i>
			Date: 6/20/2023 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Attachment A
Budget Estimate

Budget Item	Grant Amount
Salaries & Wages	\$78,250
Travel and Training	\$1,000
Contractual	\$0
Equipment and Supplies	\$0
Construction	\$0
Other	\$750
Total Grant Amount	\$80,000

Attachment B: 604(b) Water Quality Planning Grants Ranking

Organization	Project Name	Reviewer 'A'	Reviewer 'B'	Reviewer 'C'	Total Score	Avg. Score	Rank (by avg.)
Merrimack Village District	Naticook Brook Watershed/ Litchfield Tributaries (Including Wellhead Protection Area for Production Wells MVD-2, MVD-3, and MVD-9)	89	87	87	263	132	1
City of Dover	Brine Optimization Plan in the City of Dover	39	43	39	121	61	2

Review Team Members

Name	Qualifications
Stephen Landry	Watershed Assistance Section Supervisor, 30 years of experience, project management, and watershed management expertise
Melissa Macheras	Source Protection Coordinator, 3 years of experience in grant management and source water protection
Pierce Rigrod	Source Water Protection, Sub-Section Supervisor, 19 years of experience in source water protection