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The State of New Hampshire  
**Department of Environmental Services**

**Robert R. Scott, Commissioner**

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September 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 an agreement with the Halfmoon Lake Association, Center Barnstead, NH, (VC #464917-B001) in the amount of \$75,000 to complete the *Halfmoon Lake Watershed-Based Management Plan Development* project, effective upon Governor and Council approval through March 31, 2025. 100% Federal Funds.

Funding is available in the account as follows:

	<u>FY 2024</u>
03-44-44-442010-2020-072-500574	\$75,000
Dept. Environmental Services, Section 604(b) Planning, Grants – Federal	

**EXPLANATION**

NHDES requests approval to enter into a grant agreement for \$75,000 with the Halfmoon Lake Association (HMLA) to complete the Halfmoon Lake Watershed-Based Management Plan Development project. Each year, NHDES receives funds under Section 604(b) of the United States Environmental Protection Agency 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 source pollution 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; g) consideration of the project's impact on communities with environmental justice concerns; and, h) 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.

Halfmoon Lake is a 253-acre waterbody with a watershed of 6.8 square miles in the Towns of Alton and Barnstead. Halfmoon Lake suffers a marginal impairment to Aquatic Life Integrity because of non-attaining pH, total phosphorus, chlorophyll-*a*, and dissolved oxygen saturation levels. Halfmoon Lake also fails to support the designated use of primary contact recreation (swimming) due to excessive concentrations of cyanobacteria. Cyanobacteria advisories were issued in 2011, 2018, and 2019 which lasted 9, 14, and 7 days, respectively.

The HMLA will partner with the Towns of Alton and Barnstead, the Natural Resources Conservation Service, and an environmental consultant to develop a watershed management plan for Halfmoon Lake. The development of a watershed management plan will include the assessment and quantification of phosphorus and other pollutant sources to Halfmoon Lake. To ensure safe conditions for recreational use and restoring support of the Aquatic Life Integrity designated use, a water quality goal will be set to improve lake quality. The watershed management plan will recommend a series of actions for project partners to implement to meet the in-lake water quality goal within the next decade.

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.



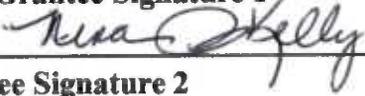
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Robert R. Scott, Commissioner

GRANT AGREEMENT

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

1. Identification and Definitions.

<b>1.1. State Agency Name</b> Department of Environmental Services		<b>1.2. State Agency Address</b> PO Box 95 Concord, NH 03302-0095	
<b>1.3. Grantee Name</b> Halfmoon Lake Association		<b>1.4. Grantee Address</b> 118 North Barnstead Rd, Center Barnstead, NH 03225	
<b>1.5 Grantee Phone #</b> (603) 370-1050	<b>1.6. Account Number</b> 03-44-442010-2023-072 2020-072	<b>1.7. Completion Date</b> March 31, 2025	<b>1.8. Grant Limitation</b> \$ 75,000
<b>1.9. Grant Officer for State Agency</b> Stephen Landry, Watershed Assistance Section Supervisor		<b>1.10. State Agency Telephone Number</b> (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."			
<b>1.11. Grantee Signature 1</b> 		<b>1.12. Name &amp; Title of Grantee Signor 1</b> Nina P Kelly, President	
<b>Grantee Signature 2</b>		<b>Name &amp; Title of Grantee Signor 2</b>	
<b>Grantee Signature 3</b>		<b>Name &amp; Title of Grantee Signor 3</b>	
<b>1.13 State Agency Signature(s)</b> 		<b>1.14. Name &amp; Title of State Agency Signor(s)</b> Robert R. Scott, Commissioner, NHDES	
<b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>			
By: 		Assistant Attorney General, On: 9/14/2023	
<b>1.16. Approval by Governor and Council (if applicable)</b>			
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 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.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. **DATA: RETENTION OF DATA: ACCESS.**
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. **EVENT OF DEFAULT: REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- 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. is hereby amended to read as follows: "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 MGEFZDME9PBS.

**Exhibit B**  
**Scope of Services**

The Halfmoon Lake Association (HMLA) will perform the following tasks as described in the proposal titled *Halfmoon Lake Watershed-Based Management Plan Development*:

**Objective 1:** Conduct initial project planning.

***Measure of Success:*** Executed contract between HMLA and consultant for development of the Halfmoon Lake Watershed-Based Management Plan.

**Deliverable 1:** Draft and final versions of the Request for Qualifications (RFQ), rank and review scoring summary, and final subcontract on file with NHDES.

Task 1. Develop a RFQ for consulting firms to develop the Halfmoon Lake Watershed-Based Management Plan. Submit the RFQ to NHDES for review and approval. Publish the approved RFQ with NHDES assistance.

Task 2. Review all RFQ responses, and then rank and score the firms that responded. Conduct interviews with firms if it is deemed necessary.

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

Task 4. Request NHDES review the draft contract. Make edits as needed and execute the NHDES-approved subcontract between HMLA and the selected firm.

Task 5. Identify members of the Halfmoon Lake Watershed Steering Committee and organize a kick-off meeting with stakeholders. Anticipated members include members of the HMLA and at least one representative each from the Alton Conservation Commission, Barnstead Conservation Commission, Natural Resources Conservation Service (NRCS), NHDES, and the hired consulting firm.

**Objective 2:** Develop a Site-Specific Project Plan (SSPP) for development of the Halfmoon Lake Watershed-Based Management Plan (WBMP).

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

**Deliverable 2:** Draft and final SSPP provided to NHDES.

Task 6. Obtain examples of approved watershed planning SSPPs from NHDES and coordinate with the consultant as needed to develop a draft SSPP. Provide the draft SSPP to NHDES and the Steering Committee for review.

Task 7. Receive edits from NHDES and the Steering Committee and incorporate the notes and edits to develop a final SSPP. Secure required signatures and share the final SSPP with NHDES and the Steering Committee.

**Objective 3:** Perform water quality data gathering and analysis needed to inform the development of the watershed plan including obtaining existing data, determining the historic

and current water quality median values, determining phosphorus assimilative capacity, and identifying any additional data gathering needs.

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

**Deliverable 3:** Memo documenting the calculation of the current in-lake water quality criteria for phosphorus, and the remaining assimilative capacity.

Task 8. Coordinate with the consultant to obtain the existing lake and tributary water quality data for Halfmoon Lake from HMLA, the NHDES Volunteer Lake Assessment Program (VLAP) data, and other existing data as available.

Task 9. Using the data obtained in Task 8, coordinate the work of the consultant to determine the historic and current median Total Phosphorus (TP), Dissolved Oxygen (DO), and Chlorophyll-*a* (Chl-*a*) levels for Halfmoon Lake.

Task 10. Coordinate with the Steering Committee and NHDES to review a consultant-generated memo documenting the assimilative capacity for Halfmoon Lake as calculated by the consultant.

Task 11. Work with the consultant to update the existing water quality monitoring program as needed to gather additional data required to inform model inputs, or to provide additional long-term data to be used for WBMP implementation.

Task 12. Conduct the expanded water quality monitoring program through VLAP. Recruit additional volunteers to assist as needed.

**Objective 4:** Identify current and future pollution sources within the Halfmoon Lake watershed.

*Measures of Success:* Pollutant sources are identified with sufficient detail to prioritize strategies and actions for protection and restoration of Halfmoon Lake's water quality.

**Deliverable 4:** Watershed and in-lake response model outputs and defined pollution source loads based on site specific knowledge using ground-truthing methods. Survey summary memos.

Task 13. Coordinate with the consultant to complete GIS analysis of parameters including land use coverages or orthophotos to determine watershed characteristics to the level of detail necessary to inform modeling and watershed pollutant loading analysis. Review and provide feedback on the consultant's work.

Task 14. Coordinate with the consultant to complete a watershed build-out analysis. The build-out analysis will provide information in sufficient detail to be used in the watershed models.

Task 15. Coordinate with the consultant to complete the watershed loading models for estimated total phosphorus (TP) loading to the lake and resulting in-lake TP concentration, Chlorophyll-*a*, Secchi disk transparency, and algal bloom probability. Using results from the current-condition load model, run model scenarios for natural conditions, and future build-out of the watershed. Review consultant's work and provide feedback.

Task 16. Develop survey forms and a parcel-based GIS map of the Halfmoon Lake watershed to

be used in the watershed survey. Coordinate with the Towns of Alton and Barnstead to gather parcel data as necessary. Provide notice to watershed residents of survey dates. Coordinate with NRCS and the consultant to determine an approach to evaluating potential agricultural sources and severity of pollution within the watershed.

Task 17. Gather volunteers as needed to assist the consultant with the watershed survey. Complete the survey, prioritizing identified likely hot spots, along roads and crossings, other identified priority publicly accessible locations, and at any participating private properties (including agricultural properties as applicable).

Task 18. Find at least one volunteer to provide boat transportation for the consultant to complete a survey of shoreline properties and coordinate the work of the consultant and volunteers to complete the survey. The watershed survey should identify and prioritize potential pollutant sources attributable to land uses at waterfront property.

Task 19. Compile watershed and shoreline survey results; model predicted load reductions attributable to the sites, identified potential best management practices (BMPs) paired with property ownership, and a rough cost estimate for each BMP location. Gather additional information from the Steering Committee that will help with prioritization of BMPs and determine a prioritization of the identified sites. Submit the draft summary memos to NHDES for review.

Task 20. Work with the Towns of Alton and Barnstead and the consultant to complete a review of relevant land use, zoning, and natural resource protection ordinances that affect Halfmoon Lake. Review and provide feedback on recommendations as provided by the consultant for recommended new ordinances.

Task 21. Coordinate with the consultant, Steering Committee, Town representatives, and other stakeholders to identify other pollutant sources and load reduction possibilities from nonstructural practices such as pet-waste reduction programs, or landscaping practice improvements.

**Objective 5:** Establish the water quality goal for phosphorus in Halfmoon Lake.

*Measures of Success:* The water quality goal will be approved by the Halfmoon Lake Steering Committee and NHDES.

**Deliverable 5:** Draft and final water quality goal with model outputs and justification memo to NHDES that summarizes determination process for the water quality goal.

Task 22. Coordinate with stakeholders, including the Steering Committee, consultant, and NHDES, to develop a process to establish the water quality goal for Halfmoon Lake.

Task 23. Following the selected goal-setting process, determine and suggest a water quality goal for Halfmoon Lake to the stakeholder group. Solicit feedback and follow the determined process to establish the WBMP's water quality goal or goals. Share a brief memo documenting the final goal setting process with NHDES and the full project committee.

**Objective 6:** Estimate pollution reductions necessary to achieve the water quality goal and expected watershed conditions.

*Measures of Success:* Pollution reductions required are realistic, achievable, and approved by

the Steering Committee to meet the water quality goal for Halfmoon Lake.

**Deliverable 6:** Memo from consultant with pollution load reductions on file with NHDES.

Task 24. Coordinate with the consultant to determine the level of TP reduction needed to achieve the in-lake phosphorus goal, or associated water quality goals, for current and predicted watershed build-out scenarios.

Task 25. Review the estimates of the load reductions expected for the management measures from the watershed survey, shoreline survey, nonstructural practices, and other actions as identified that will contribute to meeting the in-lake water quality goal. Confirm that the estimated watershed load reductions that would be contributed by the identified BMPs would achieve attainment of the water quality goal. Prepare a brief memo detailing the results of this Objective.

**Objective 7:** Engage the community in nonpoint source (NPS) management.

*Measures of Success:* Workshops and other methods of community outreach will occur to share educational resources to improve nonpoint source management in the Halfmoon Lake watershed.

**Deliverable 7:** Workshop summaries and copies of press releases.

Task 26. Organize a lake-friendly living workshop, dirt road maintenance workshop, or other educational presentations for watershed residents, including qualified guest speakers, to provide information on lakefront and watershed BMPs.

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

Task 28. Write at least two press releases through the course of the project for publication in local newspapers or online news sources to share project progress and milestones.

Task 29. Regularly share project updates on social media platforms and the Halfmoon Lake Association website to keep watershed residents up to date and involved.

Task 30. Organize and attend Steering Committee meetings with project partners to discuss project progress, review deliverables, and coordinate next steps in the project. Meetings will occur when key deliverables (water quality goal, monitoring plan, watershed BMP prioritization, action plan, draft management plan, etc.) are ready for committee review.

**Objective 8:** Incorporate the U.S. EPA key elements (a-i) for watershed planning into the draft Halfmoon Lake WBMP.

*Measures of Success:* The draft WBMP will contain the U.S. EPA required nine elements.

**Deliverable 8:** Draft Action Plan, Draft Halfmoon Lake WBMP.

Task 31. Coordinate with the consultant to draft an action plan which identifies the prioritized recommended actions that are to be included in the WBMP. The action plan will include components of education and outreach, monitoring, BMP installation, and securing funding

necessary to achieve the established in-lake water quality goal. The plan will also include cost estimates and level of technical assistance needed to implement each action.

Task 32. Review current capacity of watershed stakeholders to engage in WBMP 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 33. Review and provide feedback on milestones as prepared by the consultant to assess whether those milestones will indicate whether or not implementation of the WBMP is occurring successfully.

Task 34. Coordinate with the consultant to compile the individual (a through i) components of the plan to develop, review, and edit a draft Halfmoon Lake WBMP.

Task 35. Share the draft WBMP with the Steering Committee and collect feedback. Share feedback with the consultant to incorporate into a revised draft.

Task 36. Work with the consultant and other project members to organize a public meeting to share the draft WBMP. Invite watershed residents and municipal representatives from Alton and Barnstead. Collect public feedback to be added to the WBMP.

**Objective 9:** Publish the final Halfmoon Lake Watershed-Based Management Plan.

*Measures of Success:* The Halfmoon Lake Watershed-Based Management Plan is finalized and published on the HMLA and NHDES websites.

**Deliverable 9:** Final Halfmoon Lake Watershed-Based Management Plan (WBMP)

Task 37. Coordinate with the consultant to compile all feedback received on the draft document and then incorporate feedback as appropriate and prepare the final version of the WBMP.

Task 38. Present the revised WBMP to the Select Boards or other appropriate Town boards in Alton and Barnstead. Request that the Towns adopt the plan for unified restoration efforts throughout the watershed.

Task 39. Submit final plan to NHDES. Publish the final Halfmoon Lake Watershed-Based Management Plan on the HMLA website and share with project partners to share on their websites. The final Halfmoon Lake WBMP 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 10:** 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 10:** Financial documentation, semi-annual progress reports, and final report are submitted to NHDES.

Task 40. 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 41. 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 42. Submit a comprehensive final report to NHDES on or before the project completion date. The final report shall include documentation for procurement of construction services, photo-documentation of constructed project components, proof that the project was constructed according to permits and conditions (photos, as-built plans, and other documentation required by the permit and grant agreement) additionally, the final report will comply with NHDES and USEPA requirements found in the final report guidance document, including ADA compliance on the NHDES Watershed Assistance Section webpage.

**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 Tasks	1 & 2	\$300
Upon completion and NHDES approval of Tasks	3 & 4	\$100
Upon completion and NHDES approval of Task	5	\$1,000
Upon completion and NHDES approval of Task	6	\$1,000
Upon completion and NHDES approval of Task	7	\$500
Upon completion and NHDES approval of Task	8	\$2,400
Upon completion and NHDES approval of Task	9	\$1,800
Upon completion and NHDES approval of Task	10	\$600
Upon completion and NHDES approval of Task	11	\$800
Upon completion and NHDES approval of Task	12	\$200
Upon completion and NHDES approval of Task	13	\$4,000
Upon completion and NHDES approval of Task	14	\$5,000
Upon completion and NHDES approval of Task	15	\$5,400
Upon completion and NHDES approval of Task	16	\$3,400
Upon completion and NHDES approval of Task	17	\$3,500
Upon completion and NHDES approval of Task	18	\$2,800
Upon completion and NHDES approval of Task	19	\$2,900
Upon completion and NHDES approval of Task	20	\$1,000
Upon completion and NHDES approval of Task	21	\$700
Upon completion and NHDES approval of Task	22	\$1,300
Upon completion and NHDES approval of Task	23	\$1,000
Upon completion and NHDES approval of Task	24	\$700
Upon completion and NHDES approval of Task	25	\$3,200
Upon completion and NHDES approval of Tasks	26 & 27	\$175
Upon completion and NHDES approval of Task	28	\$100
Upon completion and NHDES approval of Task	29	\$100
Upon completion and NHDES approval of Task	30	\$3,800
Upon completion and NHDES approval of Task	31	\$2,800
Upon completion and NHDES approval of Task	32	\$1,300
Upon completion and NHDES approval of Task	33	\$1,000
Upon completion and NHDES approval of Task	34	\$9,100
Upon completion and NHDES approval of Task	35	\$150
Upon completion and NHDES approval of Task	36	\$3,700
Upon completion and NHDES approval of Task	37	\$2,960
Upon completion and NHDES approval of Tasks	38 & 39	\$200
Upon completion and NHDES approval of Task	40	\$1,200
Upon completion and NHDES approval of Task	41	\$2,045
Upon completion and NHDES approval of Task	42	\$2,770
Total		\$75,000

## CERTIFICATE OF AUTHORITY

I, Linda Bramante, Treasurer of the Halfmoon Lake Association, do hereby certify that:

- (1) I am the duly elected Treasurer;
- (2) at the meeting held on August 27, 2022 the Halfmoon Lake Association voted to accept NHDES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Halfmoon Lake Association further authorized the President, Nina Kelly, 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:

Nina P Kelly

IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer of the Halfmoon Lake Association, this 3<sup>rd</sup> day of August, 2023.

  
\_\_\_\_\_

Linda Bramante

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HALF MOON LAKE ASSOCIATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 15, 1958. 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: 63406

Certificate Number: 0005054689



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 11th day of December A.D. 2020.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



**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**

<b>Name</b>	<b>Qualifications</b>
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.