The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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August 28, 2024

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 Strafford Regional Planning Commission, Rochester, NH, (VC #155570-B001) in the amount of $62,885 to complete the *Sunrise Lake Watershed Management Plan Implementation Phase I: Structural BMPs and Development of Regulatory Mechanisms* project, effective upon Governor and Council approval through December 31, 2027. 100% Federal Funds.

Funding is available in the following account:

	FY 2025
03-44-44-442010-2035-072-500575 Dept. Environmental Services, NPS Restoration Program, Grants-Federal	$62,885

EXPLANATION

NHDES requests approval to enter into a grant agreement for $62,885 with the Strafford Regional Planning Commission (SRPC) to complete the *Sunrise Lake Watershed Management Plan Implementation Phase I: Structural BMPs and Development of Regulatory Mechanisms* project. NHDES issued a Request for Proposals (RFP) for the 2024 Watershed Assistance Grants program in June 2023. The eleven proposals received were ranked based on the criteria included in the RFP: water quality improvement or protection; cost/benefit ratio; local capacity to complete the project; relative value or significance of the water body; consideration of the project's impact on communities with environmental justice concerns; the project's incorporation of changing environmental conditions; and general quality and thoroughness of the proposal. Based on the results of the selection process and available federal grant funding levels, six implementation projects were selected to receive funding. Please see Attachment B for a list of project rankings and NHDES review team members.

Watershed Assistance Grants focus on the reduction of nonpoint source (NPS) pollution. NPS pollution occurs when rainfall, snowmelt, or irrigation waters travel through the ground or across land, transporting materials that are then introduced into groundwater or deposited into rivers, lakes, and coastal waters. Pollutants can include chemicals, sediments, nutrients, and toxins that often have harmful effects on drinking water supplies, recreation, fisheries, and wildlife. Land development or changes in land use can also cause NPS pollution by disrupting the natural hydrology of a waterbody,

increasing impervious surfaces, and contributing to the loss of aquatic habitat. Watershed Assistance Grants address NPS pollution by promoting responsible land use practices on the watershed scale.

Sunrise Lake is a relatively shallow, man-made waterbody in the Town of Middleton. The lake is on the Section 303(d) List as impaired for failing to meet several designated uses including Aquatic Life Integrity and Primary Contact Recreation (swimming) due to high concentrations of chlorophyll-*a*, phosphorus, and cyanobacteria. This project will implement best management practices (BMPs) at sites identified in the Sunrise Lake Watershed Management Plan. A rain garden will be installed at the Hampton Shores Beach, a culvert will be replaced on Lake Shore Road, and a shoreline buffer project will be implemented at the Lake Lands Association Beach. Additionally, a septic system ordinance will be drafted, and a survey will be conducted to gage interest in a septic system cost share replacement program.

The project costs are budgeted at $104,829. NHDES will provide $62,885 (60%) of the project costs through a federal grant, and the Strafford Regional Planning Commission will provide the remaining costs through cash and in-kind services. A budget estimate is provided in Attachment A.

In the event that federal funds become no longer available, general funds will not be requested to support this program. The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval of this item.

Robert R. Scott, Commissioner

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name Department of Environmental Services		**1.2. State Agency Address** PO Box 95 Concord, NH 03302-0095	
1.3. Grantee Name Strafford Regional Planning Commission		**1.4. Grantee Address** 150 Wakefield Street, Suite 12, Rochester, NH 03867	
1.5 Grantee Phone # (603) 994-3500	**1.6. Account Number** 03-44-442010-2035-072	**1.7. Completion Date** December 31, 2027	**1.8. Grant Limitation** $62,885
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** Jennifer Czysz, Executive Dir.	
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, NHDES	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) **By:** Melissa Fales **Assistant Attorney General, On:** 9/11/24			
1.16. Approval by Governor and Council (if applicable) **By:** **On:** / /			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

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

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

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

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

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

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

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

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

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS and ACCOUNTS.

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

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership

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

8.1. PERSONNEL.

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

8.2. to perform such Project under all applicable laws.

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

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

The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant

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

9.1. DATA; RETENTION OF DATA; ACCESS.

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

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

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

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

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

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

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approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

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

17. INSURANCE.

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

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

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

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

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

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Exhibit A
Special Provisions

Federal Funds paid under this agreement are from a Grant Agreement to the State from the US Environmental Protection Agency, NPS Implementation Grant under CFDA # 66.460. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) and has provided NHDES with their Unique Entity Identifier (UEI-SAM) number. The Grantee's UEI-SAM number is EH6DCUZCN8K3.

In addition to the General Provisions of Paragraph 1 through 23, the following provisions, including those required by federal regulations apply to this Agreement:

I) ***Nondiscrimination.*** The Grantee shall comply with 40 CFR part 7 which prohibits discrimination under any program or activity receiving Federal assistance on the basis of race, color, national origin, or gender, and 40 CFR part 12 which prohibits discrimination based on handicap.

II) ***Financial management.*** The Grantee shall comply with 2 CFR Part 200 Subpart D and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.

III) ***Allowable costs.*** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs shall be allowable, meaning that the costs must conform to specific Federal requirements detailed in 2 CFR Part 200 Subpart E. The costs, including match, shall be incurred between the Agreement's Effective Date and the Completion Date, except that match may begin to accrue prior to the Effective Date provided it conforms to the terms of the federal Grant Agreement from the U.S Environmental Protection Agency to the State and follows the date of a NHDES letter of approval of the proposed project scope of services.

IV) ***Matching funds.*** All matching funds contributed by the Grantee shall conform to the same laws, regulations, and grant conditions as the federal funds in the Agreement and referenced in 2 CFR Part 200 Subpart E.

V) ***Property Management.*** The Grantee shall comply with the property management and procedures detailed in 2 CFR Part 200 Subpart D.

VI) ***Debarment and Suspension.*** The Grantee shall comply with 2 CFR Part 200 Subpart C. By signing and submitting the Agreement, the Grantee certifies that it has not been debarred or suspended by a government agency. Additionally, the Grantee certifies that it will not make or permit any award (subgrant or subcontract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance

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programs under Executive Order 12549, "Debarment and Suspension."

VII) ***Procurement.*** When purchasing goods or services with grant or match funds, the Grantee shall comply with procurement regulations as detailed in 2 CFR Part 200 Subpart D which includes procurement standards, competition, methods of procurement, contract cost and price, agency review, bonding requirements, and contract provisions.

a. Assignment of Subcontracts. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State Agency.

b. Consultant Fee Cap. The Grantee will limit grant-funded payment to subcontractors under the circumstances detailed in 2 CFR Part 1500.9

c. Subcontracts. The Grantee shall:

i. Ensure that every subcontract includes provisions for compliance with Federal and State standards applicable to the contract;

ii. Ensure that every subcontract includes all clauses required by Federal statute and executive orders, and their implementing regulations; and

iii. Ensure that subcontractors are aware of requirements imposed upon them by State and Federal statutes and regulations.

VIII) ***Participation by Disadvantaged Business Enterprises.*** The Grantee shall comply with the terms of 40 CFR Part 33 Subpart C, which requires that organizations conduct a competitive procurement process making a good faith effort to utilize goods and services provided by disadvantaged businesses.

IX) ***New Restrictions on Lobbying: Interim Final Rule***. The Grantee shall comply with the terms of 40 CFR part 34, and 2 CFR Part 200 Subpart E which prohibit the use of Federal grant funds to influence (or attempt to influence) a Federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if *non*federal funds have been used to influence (or attempt to influence) a Federal employee.

X) ***Drug-Free Workplace.*** The Grantee shall comply with the terms of 2 CFR Part 1536 which require as a condition of the Agreement, certification that the Grantee maintains a drug-free workplace. By signing and submitting this Agreement, the Grantee certifies that they will observe the required practices for maintaining a drug-free workplace.

XI) ***Bonding requirements.*** For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (currently $150,000), the minimum requirements shall be as follows:

a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

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c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

XII) ***Limitation on Administrative Costs.*** In accordance with §319(h)(12) of the Clean Water Act, administrative costs in the form of salaries, overhead, or indirect costs shall not exceed in any fiscal year 10 percent of the amount of the grant except that costs of implementing enforcement and regulatory activities, education, training, technical assistance, demonstration projects, and technology transfer programs shall not be subject to this limitation.

XIII) ***Management fees.*** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses; unforeseen liabilities; or for other similar costs which are not allowable under this Agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

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Exhibit B
Scope of Services

The Strafford Regional Planning Commission (SRPC) will perform the following tasks as described in the proposal titled *Sunrise Lake Watershed Management Plan Implementation Phase I: Structural BMPs and Development of Regulatory Mechanisms*:

Objective 1: Hire a qualified consulting firm to assist with project following procurement requirements and establish a project advisory team.
Measure of Success: A consulting firm is selected and hired; project advisory team is established.

Deliverable 1: Signed contract with consulting firm and list of project advisory team members is on file at NHDES.

Task 1. Develop and issue a Request for Qualifications (RFQ) for use in procuring professional engineering services to assist in the design, permitting, and construction oversight for the proposed structural best management practices (BMPs). Review RFQ responses to select a consulting firm and finalize the contract with the selected consulting firm.
Task 2. SRPC will establish a project advisory team to include SRPC representatives, municipal staff and residents, and lake association members.

Objective 2: Complete project engineering, design, permitting, and construction oversight, develop Operation and Maintenance (O & M) agreements, Site Specific Project Plan (SSPP), and pollutant load reduction documentation.
Measures of Success: Engineered designs are provided with cost estimates, state and local permits are obtained, construction oversight is provided, SSPP is approved, and O & M agreements and pollutant load reductions models are selected.

Deliverable 2: Final designs, cost estimates, and permits (as needed) for three BMPs, O & M agreements for BMPs, construction documentation, SSPP, and pollutant load reduction estimates for BMPs are provided to NHDES.

Task 3. Develop designs, cost-estimates, and permits (as needed) for the following:

- BMP 1: Hampshire Shores Beach raingarden installation;
- BMP 2: Lake Shore Road culvert replacement project;
- BMP 3: Lake Lands Association Beach stormwater project.

Task 4. Develop and obtain NHDES approval for an SSPP describing how pollutant load reductions will be estimated for structural BMPs.
Task 5. Develop O & M agreements and supporting documentation for structural BMPs, including photos and pollutant load reduction estimates.

Objective 3: Construct a raingarden at Hampshire Shores Beach.
Measures of Success: Stormwater runoff from Shore Drive is collected by the raingarden and runoff to the beach and the lake are minimized. Associated outreach is completed.

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Deliverable 3: Documentation for construction of the Hampshire Shores Beach raingarden is completed and on file with NHDES.

Task 6. Conduct site preparation, including mobilization/demobilization; erosion and sediment control; and dig safe/utility marking.
Task 7. Complete construction on the site, including excavation and disposal; raingarden construction (equipment/labor); and purchase and install materials (e.g., gravel and crushed stone, bioretention mix, mulch, and geotextile).
Task 8. Select, purchase, and install plants suitable for the site, including native plants.
Task 9. Design and install an educational kiosk explaining the benefits of raingardens.
Task 10. Calculate pollutant load reduction estimates for the raingarden.

Objective 4: Construct the Lake Shore Road culvert replacement.
Measures of Success: A new culvert adequately conveys flow and reduces erosion at the Lake Lands Association Beach.

Deliverable 4: Documentation for the Lake Shore Road culvert replacement is on file with NHDES.

Task 11. Acquire materials and install the new culvert. Conduct additional site work including plantings as needed.
Task 12. Provide construction oversight and documentation for the culvert replacement project and calculate pollutant load reduction estimates.

Objective 5: Construct a shoreline buffer project.
Measures of Success: The site serves as a demonstration shoreline buffer project and associated outreach tasks are conducted with assistance from NHDES.

Deliverable 5: Documentation for the shoreline buffer installation is on file at NHDES.

Task 13. Select a site suitable for a shoreline buffer that will act as a demonstration for reducing stormwater runoff into Sunrise Lake and design the buffer.
Task 14. Obtain permissions, documentation, and materials required to install the shoreline buffer.
Task 15. Install the shoreline buffer.

Objective 6: Implement non-structural BMPs.
Measures of Success: A septic system ordinance is drafted, outreach events are organized, and bacteria sampling and volunteer water quality monitoring are conducted.

Deliverable 6: Draft septic ordinance, participation list and related documentation from outreach events, bacteria sampling results, and volunteer water quality monitoring data are on file with NHDES.
Task 16. Develop a draft septic system ordinance that will apply to septic systems or other

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methods of on-site sewage or gray water management.
Task 17. Disseminate a survey to determine interest of homeowners in a cost-share, individual septic system replacement program.
Task 18. Conduct outreach campaigns with lakefront homeowners and the Sunrise Lake Watershed Advisory Committee, including but not limited to presenting at annual meetings, distributing the survey, attending public meetings to discuss the proposed septic system ordinance, and promoting other watershed and lake restoration efforts.
Task 19. Work with NHDES to conduct bacteria sampling at the Lake Lands Association Beach.
Task 20. Collaborate with the Sunrise Lake Watershed Advisory Committee to monitor lake conditions through participation with the NHDES Volunteer Lake Assessment Program.

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, pollutants controlled reports, and final report are submitted to NHDES.

Task 21. Conduct project management including project team meetings; submittal of financial documents such as payment requests, match, and procurement documentation; communicate with NHDES and other project partners as needed; conduct other activities required for grant management.
Task 22. Submit Pollutants Controlled Report for BMP installations.
Task 23. 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 24. 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.

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Additional Requirements of the Agreement

Quality Assurance

All project activities which are to be guided by a quality assurance (QA) document such as a Quality Assurance Project Plan (QAPP) or Site Specific Project Plan (SSPP) must not begin prior to NHDES/USEPA approval of that QA document. In the event that sampling, modeling, or other such activities precede QA document approval, the data will not be considered valid, and the grantee will forfeit the ability to receive payment for those activities.

Outreach Materials

All materials produced for public distribution shall be reviewed and approved by NHDES prior to distribution and shall include the NHDES logo and the following citation: "Funding for this project was provided in part by a Watershed Assistance Grant from the NH Department of Environmental Services with Clean Water Act Section 319 funds from the U.S. Environmental Protection Agency". All final work products must meet the applicable Americans with Disabilities Act (ADA) Title II Regulations to the extent practicable and shall be guided by best practices outlined in the Revised Section 508 Standards of the Rehabilitation Act and the Web Content Accessibility Guidelines (WCAG). At minimum, final work products shall include sans-serif fonts, underlined and descriptive text links, color best practices, captions for audio and video content, headers in tables, images with alt text, gender-neutral text, and consideration of the Plain Writing Act. Examples of final work products and outreach materials include, but are not limited to, project reports, press releases, newsletter articles, websites, videos and signage.

Operations and Maintenance

Management practices implemented as agreed upon in the scope of services of this grant agreement and with grant funds or matching funds under a Section 319 Watershed Assistance Grant, shall be properly operated and maintained for the intended purposes during the life span of the project. The life span of a project shall be determined by the Grantee, tailored to the types of practices expected to be funded in this project, and agreed upon by NHDES. The Grantee shall provide NHDES with an engineering estimate of the design life of the best management practice(s) (BMPs), or in the case of small-scale BMPs which do not have a design life estimation completed by an engineer, the design life of that practice shall be estimated to be ten years.

Operation includes the administration, management, and performance of non-maintenance actions needed to keep the completed practice safe and functioning as intended. Maintenance includes work to prevent deterioration of the practice, repairing damage, or replacement of the practice to its original condition if one or more components fail. The Grantee shall assure that any sub-award of Section 319 funds similarly include the same condition in the sub-award. Additionally, both USEPA and NHDES reserve the right to periodically inspect a practice during the life span of the project to ensure that operation and maintenance are occurring. If it is determined that the participants are not operating and maintaining these practices in an appropriate manner, NHDES may request a refund for that practice supported by the grant.

Grantee Initials JC
Date 8/16/24

Exhibit C

Method of Payment and Contract Price

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

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

The total reimbursement shall not exceed the grant award of $62,885. The cumulative match value for the project shall meet or exceed the amount of grant funds received multiplied by 0.667 (e.g. $62,885 grant X 0.667 = $41,944 minimum match required) of non-federal cash and in-kind services.

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

Grantee Initials JC
Date 8/16/24

CERTIFICATE OF VOTE

I, **Barbara Holstein, hereby** certify that **I** am duly elected treasurer of Strafford Regional Planning Commission. I hereby certify the following is a true copy of a vote taken at a meeting of the Strafford Regional Planning Commission's Executive Committee, duly called and held on June 14, 2024, at which a quorum of members was present and voting.

> **VOTED**: That the Executive Director, or in his/her absence, the Acting Executive Director, be authorized to file applications with federal, state and local governmental units, and other agencies and organizations to implement Strafford Regional Planning Commission's work program, and to execute agreements to receive funds for such purposes.

The following person has been appointed to and now occupies the office specified in the vote above: Executive Director Jennifer Czysz

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Vote. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: August 16, 2024

ATTEST: Barbara Holstein

Barbara Holstein, Treasurer, Strafford Regional Planning Commission

State of New Hampshire, County of Strafford

On this the 16th day of August 16, 2024, before me, Barbara Holstein, personally appeared, who acknowledged herself to be the Treasurer of the Strafford Regional Planning Commission, being authorized so to do, execute the foregoing instrument for the purpose therein contained.

IN WITNESS THEREOF, I hereunto set my hand and seal.

Notary Public

(seal)

Megan E. Taylor-Fetter

State of New Hampshire

Notary Public - Justice of the Peace

My Commission Expires March 3, 2026

Primex³
NH Public Risk Management Exchange

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:	*Member Number:*	*Company Affording Coverage:*
Strafford Regional Planning Commission 150 Wakefield Street, Suite 12 Rochester, NH 03867	562	NH Public Risk Management Exchange - Primex³ PO Box 23 Hooksett, NH 03106-9716

	Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* - NH Statutory Limits May Apply, If Not:	
X	**General Liability (Occurrence Form)**	7/1/2024	7/1/2025	Each Occurrence	$ 2,000,000
	Professional Liability (describe)			General Aggregate	$ 10,000,000
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
X	**Automobile Liability** Deductible Comp and Coll: $1,000	7/1/2024	7/1/2025	Combined Single Limit (Each Accident)	$2,000,000
	Any auto			Aggregate	$10,000,000
X	**Workers' Compensation & Employers' Liability**	1/1/2024	1/1/2025	X Statutory	
				Each Accident	$2,000,000
				Disease – Each Employee	$2,000,000
				Disease – Policy Limit	
X	**Property (Special Risk includes Fire and Theft)**	7/1/2024	7/1/2025	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**
					By: *Mary Beth Purcell*
State of NH Department of Environmental Services 29 Hazen Dr. PO Box 95 Concord, NH 03302					**Date:** 7/31/2024 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	s319 Grant Funding	Non-Federal Matching Funds	Totals
Salaries & Wages	$11,757	$0	$11,757
Travel and Training	$436	$0	$436
Contractual	$32,000	$0	$32,000
Equipment and Supplies	$13,525	$0	$13,525
Construction	$0	$18,000	$18,000
Other	$5,167	$23,944	$29,111
Total Project Cost	**$62,885**	**$41,944**	**$104,829**

Attachment B
2024 Watershed Assistance and Restoration Grant Ranking

Organization	Project Name	Reviewer						Rank by avg.
		A	B	C	D	E	AVG	
Strafford Regional Planning Commission	Sunrise Lake Watershed Management Plan Implementation Phase I: Structural BMPs and Development of Regulatory Mechanisms	89	83	91	87	94	88.7	1
Acton Wakefield Watersheds Alliance	Implementation Projects for the Salmon Falls Headwater Lakes Watershed Management Plan (SFHLWMP), the Province Lake Watershed Management Plan (PLWMP), and the Pine River Pond Watershed Management Plan (PRPWMP). Residential Best Management Practices (BMPs), Residential Septic Cost-Share, Culvert Engineering, and Land Conservation.	85	88	92	89	90	88.6	2
Squam Lakes Association	Squam Watershed Management Plan Implementation, Phase 2: Stormwater Management for Squam Lakeside Farm (Ice House Creamery) on little Squam Lake.	84	91	83	86	94	87.5	3
Lake Kanasatka Watershed Association	Lake Kanasatka Watershed-Based Management Plan Implementation Phase 1: Preparation for In-Lake Phosphorus Treatment and Watershed Best Management Practices (BMPs)	86	82	86	87	92	86.6	4
Messer Pond Protective Association	Messer Pond Watershed Plan – Phase 3 – Fieldstone Lane, Castle Lane, Bog Road Field Survey BMPs	77	82	90	88	94	86.1	5
Tucker Pond Improvement Association	Tucker Pond, Watershed-Based Management Plan Implementation Phase I: Quimby Road BMPs and Septic System Upgrades	85	87	85	87	86	85.9	6
NH Coastal Program on behalf of Gosport Properties, LLC (Owner of the Gonic Dam)	Gonic Dams Removal / Cocheco River Restoration Project Phase III: Demolition and Restoration	87	86	86	85	83	85.4	7

Organization	Project Name	Reviewer						Rank by avg.
		A	B	C	D	E	AVG	
Newfound Lake Region Association	Newfound Watershed Management Plan Implementation Phase 5: Streambank Restoration in Atwell Brook	84	92	77	85	82	84	8
Lake Sunapee Protective Association	Lake Sunapee Watershed Plan Implementation Phase 4: Shoreline Stabilization BMPs along Jobs Creek Road	79	87	82	82	87	83.3	9
Town of Wolfeboro	Lake Wentworth-Crescent Lake Watershed Management Plan, Phase 5: Stormwater BMPs	81	84	77	83	88	82.5	10
Town of Alton	Mill Pond, Mill Pond Supplement to the Merrymeeting River Watershed Management Plan Implementation, Phase 2: Route 140 (Alton) BMPs for drainage areas MPI, MPIO; the Parking Lot and Letter S Road included in MP12	76	88	71	78	82	78.9	11

Review Team Members

Name	Qualifications
Andrea Bejtlich	Watershed Specialist. Surface and drinking water sampling, grant management expertise. 5 years of experience.
Stephen Landry	Watershed Assistance Section Supervisor. Project management and watershed management expertise. 31 years of experience.
Jeffery Marcoux	Watershed Supervisor. Project manager, grant, and contract expertise. 20 years of experience.
Sally Soule	Coastal Watershed Supervisor, Grant management experience. Project management and watershed management expertise. 25 years of experience.
Katherine Zink	Watershed Assistance Specialist. Surface and drinking water sampling, and microbial expertise. 13 years of experience.