The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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September 26, 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 Tucker Pond Improvement Association, Warner, NH, (VC #488505 -B001) in the amount of $100,000 to complete the *Tucker Pond, Watershed-Based Management Plan Implementation Phase I: Warner Road BMPs and Septic System Upgrades* project, effective upon Governor and Council approval through December 31, 2026. 100% Federal Funds.

Funding is available in the following accounts:

	FY 2025
03-44-44-442010-2035-072-500575 Dept. Environmental Services, NPS Restoration Program, Grants-Federal	$20,000
03-44-44-440010-2476-072-500575 Dept. Environmental Services, ARPA DES Loans, Grants Federal Activity Code: 00FRF602WB4403A	$80,000

EXPLANATION

NHDES requests approval to enter into a grant agreement for $100,000 with the Tucker Pond Improvement Association (TPIA) to complete the *Tucker Pond, Watershed-Based Management Plan Implementation Phase I: Warner Road BMPs and Septic System Upgrades* project.

This project is partially funded with American Rescue Plan Act (ARPA, 2021) funds. This is an allowable use of ARPA funds under Section 602(c)(1)(D) to make necessary investments in water, sewer or broadband infrastructure. The project at Tucker Pond involves the mitigation of nutrient loading to Tucker Pond from stormwater runoff to the pond.

This project is partially funded with Section 319 Watershed Assistance Grants funds. 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 water body, increasing impervious surfaces, and contributing to the loss of aquatic habitat. Watershed Assistance Grants address NPS pollution by promoting responsible land use practices on the watershed scale.

Tucker Pond is a 58-acre waterbody located in the Town of Salisbury. From 2019 to 2023, Tucker Pond has had a total of 418 days with cyanobacteria warnings. The Tucker Pond Watershed-Based Management Plan (WBMP), published in 2022, determined a goal of reducing phosphorus loading by 13% to improve water quality in the pond.

The TPIA will work with the Town of Salisbury to replace a culvert and install best management practices (BMPs) at a priority site, identified in the Tucker Pond WMP. Additional BMPs will be designed and installed at four priority shoreline properties to reduce phosphorus loading to Tucker Pond. Septic system inspections will be conducted at four priority properties, resulting in the design and replacement of septic systems at two properties. This project is expected to reduce phosphorus loading to Tucker Pond by 2.4 lbs/year.

The project costs are budgeted at $113,340. NHDES will provide $100,000 (88%) of the project costs through a federal grant and ARPA grant, and the Tucker Pond Improvement Association 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 Tucker Pond Improvement Association		**1.4. Grantee Address** 893 Warner Rd, Warner, NH 03278	
1.5 Grantee Phone # 603-848-7062	**1.6. Account Number** 03-44-442010-2035-072 ($20,000) 03-44-44-440010-2476-072 ($80,000)	**1.7. Completion Date** 12/31/2026	**1.8. Grant Limitation** $ 100,000
1.9. Grant Officer for State Agency Stephen Landry, Watershed Assistance Section Supervisor		**1.10. State Agency Telephone Number** (603) 271-2969	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1 LJCokord		**1.12. Name & Title of Grantee Signor 1** Laura Cokord, President, TPIA	
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:** 10 /2/24			
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-1
Special Provisions- Section 319 Grant

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."

This Agreement is partially (20%) funded 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 Z8KPTPY5FKF9.

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) ***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. 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.

II) ***Debarment and Suspension.*** The Grantee shall comply with 2 CFR Part 200 Subpart C. By signing and submitting the Agreement, the Grantee certifies that it has not been debarred or suspended by a government agency. Additionally, the Grantee certifies that it will not make or permit any award (subgrant or subcontract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

III) ***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

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

IV) ***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.

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

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

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

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

VI) ***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.

VII) ***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 A-2
Special Provisions- ARPA Grant

I. NEW HAMPSHIRE STATE AND LOCAL FISCAL RECOVERY FUNDS FEDERAL REQUIREMENTS

This Agreement is partially (80%) funded under a grant to the State of New Hampshire (State) and subsequently through the Governor's Office for Emergency Relief and Recovery (GOFERR) and New Hampshire Department of Environmental Services (NHDES) as approved by the Governor and Executive Council from the federal government through the Department of Treasury (Treasury) through the American Rescue Plan Act of 2021 (ARPA), with the source of funds being the State and Local Fiscal Recovery Funds (SLFRF) identified under the Catalog of Federal Domestic Assistance (CFDA) number #21.027. The Federal Award Identification Number (FAIN) for this award is SLFRP0145. This grant award is a subaward of SLFRF funds and any and all compliance requirements, as updated by Treasury, for use of SLFRF funds are applicable to the Subrecipient, without further notice. Treasury requirements are published and updated at https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds.

FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA*).* The Subrecipient shall comply with the terms of the FFATA by providing NHDES with their Unique Entity Identifier (Unique Entity ID), and all applicable Executive Compensation Data information as required under the FFATA. A Unique Entity ID may be obtained by visiting https://www.sam.gov.

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

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

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

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

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

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Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

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

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

PERIOD OF PERFORMANCE: All ARPA funds are subject to statutory requirements that they must be used for costs incurred by the recipient during the period that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024 must be expended by December 31, 2026. The $80,000 in State and Local Fiscal Recovery Funds must be spent prior to September 30, 2026.

GRANTS FOR RESEARCH AND DEVELOPMENT: This award is not a grant for research and development as defined in 2 CFR.200.1.

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

Subrecipient shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, "Responsibilities of

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

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

DOMESTIC PREFERENCES FOR PROCUREMENTS (2 C.F.R. § 200.322) As appropriate and to the extent consistent with law, to the greatest extent practicable, there is a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

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

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a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

b. Telecommunications or video surveillance services provided by such entities or using such equipment.

c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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

a. Obligating or expending funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:

(1) Procure or obtain, extend or renew a contract to procure or obtain;
(2) Enter into a contract (or extend or renew a contract) to procure; or
(3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list which can be found at https://www.sam.gov/SAM/pages/public/index.jsf

REPORTING REQUIREMENTS: For all projects listed under the Water and Sewer Expenditure Categories (see Table below), detailed project-level information is required.

5: Infrastructure	
5.1	Clean Water: Centralized Wastewater Treatment
5.2	Clean Water: Centralized Wastewater Collection and Conveyance
5.3	Clean Water: Decentralized Wastewater
5.4	Clean Water: Combined Sewer Overflows
5.5	Clean Water: Other Sewer Infrastructure
5.6	Clean Water: Stormwater
5.7	Clean Water: Energy Conservation
5.8	Clean Water: Water Conservation
5.9	Clean Water: Nonpoint Source
5.10	Drinking water: Treatment

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5.11	Drinking water: Transmission & Distribution
5.12	Drinking water: Transmission & Distribution: Lead Remediation
5.13	Drinking water: Source
5.14	Drinking water: Storage
5.15	Drinking water: Other water infrastructure

Definitions for water and sewer Expenditure Categories can be found in the EPA's handbooks. For "clean water" expenditure category definitions, please see: https://www.epa.gov/sites/production/files/2018-03/documents/cwdefinitions.pdf. For "drinking water" expenditure category definitions, please see: https://www.epa.gov/dwsrf/drinking-water-state- revolving-fund-national-information-management-system-reports.

All Clean Water and Drinking Water infrastructure projects:

- Projected/actual construction start date (month/year)
- Projected/actual initiation of operations date (month/year)
- Location (for broadband, geospatial location data)

For water and sewer projects:

- National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)

II. FEDERAL REQUIREMENTS APPLICABLE TO ARPA INFRASTRUCTURE PROJECTS OVER $10M

For projects over $10 million (based on expected total cost) a recipient shall provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed. All contracts and subcontracts for the construction of treatment works shall insert in full in any contract the standard Davis-Bacon contract clause as specified by 29 CFR §5.5(a).

III. OTHER SPECIAL PROVISIONS

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

1. ***Financial management.*** *The Contractor 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.

2. ***Allowable and indirect costs.*** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project

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scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in *2 CFR part 200 Subpart E.* The Grantee's indirect cost rate is ___, or if Grantee does not have an established indirect cost rate, indirect costs shall not exceed 10%. The Grantee may elect not to charge indirect costs.

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

4. ***Restrictions on Lobbying.*** The Contractor shall comply with the terms of 15 CFR part 28 and 2 CFR Part 200 Subpart E which prohibit the use of federal Contract funds to influence (or attempt to influence) a federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if *non*federal funds have been used to influence (or attempt to influence) a federal employee.

5. ***Drug-Free Workplace.*** The Contractor shall comply with the terms of 2 CFR part 1329 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.

6. ***Protection for Whistleblowers.*** The Contractor shall comply with the terms of 41 U.S.C. §471 regarding Whistleblower protections. As described in 41 USC §471 "an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant."

7. 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."

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Exhibit B
Scope of Services

The Tucker Pond Improvement Association (TPIA) will perform the following tasks as described in the proposal titled *Tucker Pond, Watershed-Based Management Plan Implementation Phase I: Warner Road BMPs and Septic System Upgrades*:

Objective 1: Complete project management and administration for grant execution.
Measure of Success: A consulting firm is selected and hired; project team meetings are held.
Deliverable 1: The draft and final Request for Qualifications (RFQ), executed contract between consulting firm and TPIA and project meeting minutes are submitted to NHDES.

Task 1. Develop and issue a RFQ for a consulting firm and/or environmental engineer to perform technical assistance visits to selected project sites and generate detailed conceptual design plans, calculations, and projected costs. TPIA will provide the draft RFQ to NHDES for review and approval prior to publication.
Task 2. Review and rank RFQ responses submitted by consulting firms and conduct interviews, as necessary, to select the most qualified applicant.
Task 3. Draft a subcontract between TPIA and the consulting firm based on project scope of work and budget and send to NHDES for review and approval prior to contract signature and execution.
Task 4. Sign a final subcontract between TPIA and the consulting firm for services that accomplish the project scope of work within the allowed budget. TPIA will provide a copy of the executed contract to NHDES.
Task 5. Hold a kick-off meeting with project stakeholders and the consultant.
Task 6. Hold three additional project meetings with stakeholders and the hired consultant to facilitate task execution.

Objective 2: Develop a Site Specific Project Plan (SSPP).
Measures of Success: The SSPP is approved by NHDES and covers any environmental data collection and pollutant load reduction modeling for installed BMPs.

Deliverable 2: The draft and final SSPP are approved by NHDES and provided to the recipients on the SSPP distribution list.

Task 7. Coordinate with the consultant to follow NHDES guidance for developing a draft SSPP. Submit the draft SSPP to NHDES for review and comment. The SSPP will cover all aspects of data collection and manipulation included in this project, including but not limited to BMP load reduction modeling.
Task 8. Coordinate with the consultant to review edits and comments provided by NHDES and incorporate changes to the draft SSPP. Submit the updated SSPP to NHDES for final review and approval. TPIA will distribute the final SSPP with signatures to NHDES and the consultant. The SSPP will be completed and approved prior to any work to be covered by the SSPP.

Objective 3: Develop draft and final Technical Assistance (TA) Reports, including conceptual designs and cost estimates for BMP implementation at project sites.

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Measures of Success: Conceptual BMP designs and estimated cost of materials for project sites are reviewed and approved by NHDES and landowners.

Deliverable 3: Copies of the approved conceptual BMP designs and material cost estimates are sent to NHDES and landowners.

Task 9. Coordinate with landowners and the consultant to conduct technical site visits on sites (1, 2, 6, 15, and 16) for BMP implementation as identified in the Tucker Pond Watershed-based Management Plan. Technical site visits will include a discussion of observed stormwater issues with landowners and collection of field data on the size and source(s) of the stormwater issues for material cost and pollutant load reduction estimates.
Task 10. Provide a technical report, including conceptual BMP design recommendations, along with specific materials and costs required to implement the BMPs to each property owner. This includes at least 50 percent engineering designs for Site #6. It may also include 30 percent designs for up to four additional sites (1, 2, 15, and 16) if sufficient funds are available.
Task 11. Oversee NHDES and landowner review of and comments to the draft conceptual BMP designs provided by the consultant.
Task 12. Oversee consultant compilation and incorporation of comments to draft conceptual BMP designs. TPIA will distribute the final conceptual BMP designs to NHDES and landowners for final review and approval. At least one road site (6) will be taken to final design. Additional sites (1, 2, 15, and 16) will be taken to final design if sufficient funds remain.

Objective 4: Complete septic replacement designs and septic system inspections.
Measures of Success: Completed septic system inspections at four priority properties and plans for septic system replacements at two priority properties.

Deliverable 4: Copies of the septic inspection reports and septic system replacement designs are submitted to NHDES.

Task 13. Work with landowners on scheduling septic inspections at four priority properties.
Task 14. Work with landowners to hire qualified experts to evaluate existing septic structures and complete designs for replacements at two sites assisted by the consultant.

Objective 5: Meet procedural requirements and provide the legal authority to implement BMPs and septic system upgrades.
Measures of Success: All necessary permits, cost-share agreements, and operation & maintenance (O&M) plans are completed and on file with the Town of Salisbury, NHDES, and landowners prior to implementation.

Deliverable 5: Copies of all necessary permits, cost-share agreements, and O&M plans.

Task 15. Collaborate with the consultant to prepare and submit all necessary town and state permits for each shoreline and watershed BMP project site prior to implementation. The licensed permit designer(s) hired by the landowners will be responsible for securing necessary permits for septic replacement projects. All approved permits will be sent by the landowner to NHDES, the Town of Salisbury, and TPIA to be kept on file.

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Task 16. Work with the consultant and NHDES to develop cost-share agreements with landowners for each BMP and septic replacement site to approve estimated project implementation costs and identify the landowner's level of involvement in the implementation process (cash or in-kind contribution).
Task 17. Share O&M plans as developed by the consultant with landowners and secure signatures from each landowner for each project site to ensure long-term maintenance and success of implemented BMPs.

Objective 6: Improve the water quality of Tucker Pond through the implementation of best management practices (BMPs) and improved septic systems.
Measures of Success: Final conceptual BMP designs are implemented at six project sites.

Deliverable 6: NPS Site Reports and Pollutants Controlled Reports (PCR).

Task 18. Assist the consultant with performing a site walk with landowners to review the final BMP designs and answer any design questions prior to implementation. The consultant will assist with flagging/marking the implementation site, as necessary.
Task 19. Track the Town of Salisbury's work in completing construction of BMPs at Site #6. TPIA will obtain and review match documentation related to this work. Assist the consultant with completing photo documentation of BMP implementation for use in outreach materials and reports, as well as obtaining any pre-construction measurements necessary from the sites to complete load reduction estimates, following the SSPP. Work at sites 1 and/or 15 may also occur if sufficient funds remain.
Task 20. Collaborate with the consultant and four shoreline property owners to oversee construction of the proposed BMPs on their properties, as detailed in the approved conceptual BMP designs. Obtain and review match documentation related to this work. Assist the consultant with completing photo documentation of BMP implementation for use in outreach materials and reports, as well as obtaining any pre-construction measurements necessary from the sites to complete load reduction estimates, following the SSPP. If products or services are procured for completion of the project, TPIA will oversee procurement to ensure compliance with state and federal procurement rules, assisted by the consultant.
Task 21. Collaborate with the consultant and two property owners replacing their septic systems to oversee the construction of the new systems on their properties, as detailed in the approved design plans. Obtain and review match documentation related to this work. Assist the consultant with completing photo documentation of BMP implementation for use in outreach materials and reports, as well as obtaining any pre-construction measurements necessary from the sites to complete load reduction estimates, following the SSPP. If products or services are procured for completion of the project, TPIA will oversee procurement to ensure compliance with state and federal procurement rules, assisted by the consultant.
Task 22. Coordinate with the consultant to conduct site visits following BMP implementation for approval of satisfactory implementation and final measurements to calculate pollutant reductions. Prepare NPS Site Reports and PCRs for each project site and submit completed documentation to NHDES.

Objective 7: Conduct NHDES Volunteer Lake Assessment Program (VLAP) water quality monitoring on Tucker Pond and provide public outreach and education on water quality

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protection.
Measures of Success: Two education/outreach events are held for watershed residents. VLAP monitoring is conducted annually.

Deliverable 7: Summary materials of outreach events and copies of annual VLAP reports delivered to NHDES.

Task 23. Coordinate two outreach presentations on topics such as SOAK Up the Rain principles and septic system maintenance for watershed residents.
Task 24. Publish at least ten blog posts over the course of the project. These posts will provide updates on the grant progress and/or educational material related to nonpoint source pollution, water quality, septic system maintenance, or other relevant topics. TPIA will also post on their website and social media.
Task 25. Continue TPIA participation in VLAP to monitor water quality.

Objective 8: 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 8: Financial documentation, semi-annual progress reports, and final report are submitted to NHDES.

Task 26. 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 27. 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 28 . 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.

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

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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 SM
Date 9/24/24

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 $100,000. The cumulative match value for the project shall meet or exceed the amount of grant funds received multiplied by 0.667 (e.g. $20,000 grant X 0.667 = $13,340 minimum match required).

Upon completion and NHDES approval of Tasks	1 & 2	$200
Upon completion and NHDES approval of Tasks	3 & 4	$100
Upon completion and NHDES approval of Task	5	$800
Upon completion and NHDES approval of Task	6	$1,700
Upon completion and NHDES approval of Task	7	$650
Upon completion and NHDES approval of Task	8	$400
Upon completion and NHDES approval of Task	9	$4,400
Upon completion and NHDES approval of Task	10	$24,500
Upon completion and NHDES approval of Task	11	$1,900
Upon completion and NHDES approval of Task	12	$5,600
Upon completion and NHDES approval of Task	13	$100
Upon completion and NHDES approval of Task	14	$100
Upon completion and NHDES approval of Task	15	$6,400
Upon completion and NHDES approval of Task	16	$2,500
Upon completion and NHDES approval of Task	17	$1,800
Upon completion and NHDES approval of Task	18	$3,400
Upon completion and NHDES approval of Task	19	$13,300
Upon completion and NHDES approval of Task	20	$4,600
Upon completion and NHDES approval of Task	21	$20,000
Upon completion and NHDES approval of Task	22	$3,700
Upon completion and NHDES approval of Tasks	23 - 25	$550
Upon completion and NHDES approval of Tasks	26 & 27	$2,300
Upon completion and NHDES approval of Task	28	$1,000
Total		$100,000

Grantee Initials DC
Date 9/24/24

Funding (20%) 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.

Funding (80%) is provided through federal funds from the American Rescue Plan Act of 2021 (ARPA). ARPA funds shall be spent prior to Watershed Assistance Grant funds.

Grantee Initials BK
Date 9/24/24

NEW HAMPSHIRE DEPARTMENT OF Environmental Services

CERTIFICATE OF VOTE OF AUTHORIZATION
INFRASTRUCTURE PROJECTS
GRANTS ONLY

American Rescue Plan Act (ARPA)

A Certificate of Vote of Authorization is a certificate that states that a grant applicant is willing to enter into a grant agreement with the State of NH Department of Environmental Services and that whoever signs the Grant Agreement (provided under separate cover) has the authority to do so. The Certificate must be signed and notarized on the same date as, or within 30 days of, the Grant Agreement signature. **This is a three-person form: Person Completing this Form, Authorized Representative, and a Public Notary.**

- ☒ **Completed and signed by someone other than the person being given authority.**
- ☒ **Must be notarized.**
- ☒ **Original is required for submittal.**

Certificate of Vote of Authorization

TUCKER POND IMPROVEMENT ASSOCIATION (TPIA)
893 Warner Rd, Warner, NH 03278

I, Douglas Darling of the Tucker Pond Improvement Association do hereby certify that at a meeting held on May 26, 2024, the Tucker Pond Improvement Association voted to enter into a American Rescue Plan Act Wastewater Fund (ARPA) grant agreement with the New Hampshire Department Environmental Services to fund a Critical Flood Risk Infrastructure improvement project.

The Tucker Pond Improvement Association further authorized the TPIA President or TPIA Treasurer to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Chair, TPIA Cyanobacteria Committee of Tucker Pond Improvement Association, the 24th day of September 2024.

Douglas Darling Signature: Douglas Darling
STATE OF NEW HAMPSHIRE, County of Merrimack

On this 24th day of September 2024, Douglas Darling, before me (Notary Public) the undersigned Officer, personally appeared. Douglas Darling, who acknowledged himself to be the Chair, TPIA Cyanobacteria Committee of Tucker Pond Improvement Association, being authorized so to do, execute the foregoing instrument for the purpose therein contained.

In witness thereof, I have set my hand and official seal.

Notary Public Ginger Marsh
My commission expires: 12-7-27

GINGER L MARSH
STATE OF NEW HAMPSHIRE
-MY-
COMMISSION EXPIRES DECEMBER 7, 2027
NOTARY PUBLIC

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that TUCKER POND IMPROVEMENT ASSOCIATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 07, 2017. 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: **774156**

Certificate Number: **0006741849**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24th day of July A.D. 2024.

David M. Scanlan

Secretary of State

TUCKPON-01 KWELCH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Colby Insurance Group LLC
74 Pleasant Street
New London, NH 03257

CONTACT NAME:
PHONE (A/C, No, Ext): (603) 526-2451 FAX (A/C, No): (603) 526-2903
E-MAIL ADDRESS: insure@colby-group.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ohio Mutual Insurance Group	10202
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Tucker Pond Improvement Association
893 Warner Rd
Warner, NH 03278

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR			CPP0042089	5/1/2024	5/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 250,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

NHDES
Attention: Amy Smaguia
29 Hazen Drive
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Kaviria Welch

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Attachment A
Budget Estimate

Budget Item	s319 Grant Funding	Federal (ARPA)	Non-Federal Matching Funds	Totals
Salaries & Wages	$0	$0	$2,420	$2,420
Travel and Training	$0	$0	$0	$0
Contractual	$0	$0	$0	$0
Equipment and Supplies	$0	$65,230.00	$0	$65,230
Construction	$20,000	$14,770.00	$10,920	$45,690
Total Project Cost	**$20,000**	**$80,000.00**	**$13,340**	**$113,340**

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.