



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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October 31, 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 Southwest Region Planning Commission, Keene, NH, (VC #155492-B001) in the amount of \$74,000 to complete the *Laurel Lake Watershed Management Plan* project, effective upon Governor and Council approval through September 30, 2026. 100% Federal Funds.

Funding is available in the account as follows:

	<u>FY 2025</u>
03-44-44-442010-2020-072-500574	\$74,000
Dept. Environmental Services, Section 604(b) Planning, Grants – Federal	

EXPLANATION

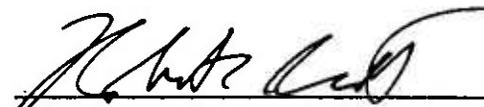
NHDES requests approval to enter into a grant agreement for \$74,000 with the Southwest Region Planning Commission (SWRPC) to complete the *Laurel Lake Watershed Management Plan* project. Each year, NHDES receives funds under Section 604(b) of the United States Environmental Protection Agency Clean Water Act, which must be granted for water quality planning projects. In June 2023, NHDES solicited letters of intent with scopes of services for projects supporting local efforts to address water quality outcomes such as: 1) identifying the most cost effective and locally acceptable facility and nonpoint source pollution measures to meet and maintain water quality standards; 2) developing an implementation plan to obtain State and local financial and regulatory commitments to implement water quality plans; 3) determining the nature, extent, and causes of water quality problems in the State; and, 4) determining those publicly owned treatment works which should be constructed, taking into account the relative degree of effluent reduction attained and the consideration of alternatives to such construction.

NHDES received six letters of intent which were evaluated and ranked based on the following criteria: a) a clear and concise project outcome statement including discussion of how the planning effort will be used to make progress toward implementation of corrective actions which will protect or restore water quality with respect to Clean Water Act assessments; b) success in addressing the water quality outcomes; c) a reasonable budget and timeline; d) a documented community need or opportunity; e) the level of public participation and commitment to the project; f) the quality of proposal; g) consideration of the project's impact on communities; and, h) the project's incorporation of changing environmental risks. Based on the specified selection criteria, and the amount of grant funding available, the four highest ranked proposals were selected for funding. Please refer to Attachment B for review and ranking results, along with review panel members and affiliations.

Laurel Lake is a 155-acre waterbody located in Fitzwilliam, New Hampshire. Laurel Lake is actively used by residents of the region for recreation and has the most intensely developed shoreline in Fitzwilliam. Consistent water quality monitoring has identified stormwater runoff as contributing to increasing nutrient levels and algal growth in the lake. This project will provide a better understanding of nonpoint source pollution within the Laurel Lake watershed. This information will help the community make choices that better protect the watershed from contaminants. The Laurel Lake Watershed Management Plan will also identify projects and strategies that could be adopted to help mitigate water quality concerns, such as excess stormwater runoff entering the watershed.

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

We respectfully request your approval.

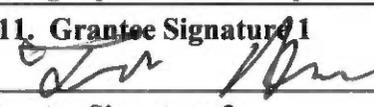


Robert R. Scott, Commissioner

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name Department of Environmental Services		1.2. State Agency Address PO Box 95 Concord, NH 03302-0095	
1.3. Grantee Name Southwest Region Planning Commission		1.4. Grantee Address 37 Ashuelot Street, Keene, NH 03431	
1.5. Grantee Phone # (603) 357-0557	1.6. Account Number 03-44-442010-2020-072	1.7. Completion Date 09/30/2026	1.8. Grant Limitation \$ 74,000
1.9. Grant Officer for State Agency Stephen Landry, Watershed Assistance Section Supervisor		1.10. State Agency Telephone Number (603) 271-2969	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Todd Horner, Executive Director	
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:  Assistant Attorney General, On: 11/1/24			
1.16. Approval by Governor and Council (if applicable) By: _____ On: 1/1			

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

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. **GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. **PERSONNEL.**
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. **DATA: RETENTION OF DATA: ACCESS.**
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. **EVENT OF DEFAULT: REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 12.4. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE.**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Exhibit A
Special Provisions

Federal Funds paid under this agreement are from a Grant Agreement to the State from the United States Environmental Protection Agency (U.S. EPA), Water Quality Management Planning under CFDA # 66.454. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) and has provided NHDES with their Unique Entity Identifier (UEI-SAM) number. The Grantee's UEI-SAM number is EH6DCUZCN8K3.

Exhibit B
Scope of Services

The Southwest Region Planning Commission (SWRPC) will perform the following tasks as described in the proposal titled *Laurel Lake Watershed Management Plan*:

Objective 1: Initial Project Planning

Measure of Success: Executed contract between SWRPC and a qualified consultant for development of the Laurel Lake Watershed Management Plan.

Deliverable 1: Draft and final versions of the Request for Qualifications (RFQ), rank and review scoring summary, and subcontract(s) are provided to NHDES.

Task 1. Following NHDES approved procurement procedures, develop and release a RFQ for consulting firms to develop the Laurel Lake Watershed Management Plan.

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

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

Task 4. Allow NHDES to review the draft contract and make edits as needed. Execute the subcontract between SWRPC and the selected consulting firm.

Task 5. Identify members of the Laurel Lake Watershed Steering Committee and organize a kick-off meeting with all stakeholders.

Objective 2: Develop a Site Specific Project Plan (SSPP) for the development of the Laurel Lake Watershed Management Plan.

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

Deliverable 2: The draft and final SSPP are provided to NHDES.

Task 6. Coordinate with the consultant and steering committee to develop a SSPP covering all data collection and data manipulation tasks included in this project following NHDES guidance for developing SSPPs; submit the draft SSPP to NHDES for review.

Task 7. Review final SSPP after consultant has incorporated edits from NHDES and the steering committee. Submit SSPP to NHDES for approval and signatures. Sign and distribute final SSPP with NHDES and the steering committee.

Objective 3: Determine the assimilative capacity for each water quality parameter associated with designated use attainment within Laurel Lake.

Measures of Success: Total assimilative capacity, reserve assimilative capacity, and remaining assimilative capacity for phosphorus are calculated.

Deliverable 3: Calculation of the current in-lake water quality criteria for phosphorus, and confirmation of designated use support or non-support for Laurel Lake are documented and

provided to NHDES.

Task 8. Provide existing lake and tributary data for Laurel Lake from the Laurel Lake Association (LLA) and the NHDES Volunteer Lake Assessment Program (VLAP) to the consultant for assimilative capacity analysis.

Task 9. Review phosphorus levels as determined by consultant based on existing data. Determine the historic and current median Total Phosphorus (TP), Dissolved Oxygen (DO), and Chlorophyll-a (Chl-a) levels for Laurel Lake.

Task 10. Review the assimilative capacity for Laurel Lake as calculated by the consultant.

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

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

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

Deliverable 4: Watershed and lake response model outputs and defined pollution source loads based on site specific knowledge using ground-truthing methods. Watershed and shoreline survey summary memos are provided to NHDES.

Task 12. Review and provide feedback on GIS analysis of parameters such as land use coverages or orthophotos to determine watershed characteristics to the level of detail necessary to inform modeling and pollutant loading analysis.

Task 13. Review the watershed build-out analysis as prepared by the consultant. This analysis will provide sufficient information to be used with watershed modeling scenarios.

Task 14. Review and provide feedback on the results from the watershed loading models for estimated total phosphorus load to the lake and in-lake TP concentration, Chlorophyll-a, Secchi disk transparency, and algal bloom probability. Using results from the current load model, run model scenarios for pre-development, existing, and future build-out of the watershed.

Task 15. Develop watershed and shoreline survey forms and parcel-based GIS map of the Laurel Lake watershed to assess the watershed. Coordinate with the Town of Fitzwilliam to gather parcel data. Provide notice to watershed residents of survey dates.

Task 16. In collaboration with the consultant, conduct a watershed survey along all participating roads and properties, including agricultural properties as applicable.

Task 17. In collaboration with the consultant, complete shoreline survey.

Task 18. Review database and summary memos for both the watershed survey and shoreline survey as prepared by the consultant and provide feedback. Share drafts with steering committee. Submit the final memos to NHDES. Gather additional information from the steering committee that will help with the prioritization of BMPs.

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

Measures of Success: Individual pollution sources are identified in the Laurel Lake watershed with sufficient resolution for development of the Watershed Management Plan and to develop prioritization strategies for implementation.

Deliverable 5: Watershed and lake response model outputs paired with identification summaries of current and future pollution source loads by land use type and source by subwatershed for each parameter. Refined pollution source loads for each subwatershed based upon site specific knowledge using ground-truthing methods are documented and provided to NHDES.

Task 19. Coordinate with stakeholders, including the consultant and NHDES, to develop a process to establish the water quality goal for Laurel Lake.

Task 20. Review and provide edits to the consultant on determined water quality goal. Share the final goal and processes with NHDES and steering committee.

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

Measures of Success: Pollution reductions required are realistic, achievable, and approved by the steering committee.

Deliverable 6: Interim technical memo from the consultant with pollution load reductions presented to the steering committee and provided to NHDES.

Task 21. Review TP reductions as developed by the consultant needed to achieve the in-lake phosphorus goal, or associated water quality goals, for current and predicted watershed build-out conditions.

Task 22. Review the estimates of the load reductions expected for the management measures from the watershed survey, shoreline survey, and other actions as identified by the consultant that will contribute to meeting the water quality goal.

Objective 7: Engage the community in nonpoint source management.

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

Deliverable 7: Workshop summaries and copies of press releases are provided to NHDES.

Task 23. Organize at least one educational workshop aimed at improving property owner and municipal awareness about key water quality issues identified through project data collection and analysis. Provide draft workshop materials to NHDES for review prior to distribution.

Task 24. Write workshop summaries for NHDES including information on the number of attendees and photos.

Task 25. Organize and attend at least three steering committee meetings with project partners to discuss project progress, review deliverables, and coordinate next steps in the project. Meetings will occur when key deliverables (water quality goal, monitoring plan, watershed BMP prioritization, action plan, draft management plan, etc.) are ready for committee review.

Objective 8: Incorporate the EPA key elements (a-i) into the draft Laurel Lake Watershed Management Plan.

Measures of Success: The draft watershed management plan will contain EPA's required nine

elements.

Deliverable 8: Draft Laurel Lake Watershed Management Plan.

Task 26. Work with the Town of Fitzwilliam and the consultant to complete a review of relevant land use, zoning, and natural resource protection ordinances that affect Laurel Lake. Review and provide feedback on recommendations as provided by consultant for recommended new ordinances.

Task 27. Review and provide feedback on the action plan as prepared by the consultants. The action plan will include components of education and outreach, monitoring, BMP needs, and securing funding necessary to achieve the established water quality goal for Laurel Lake. The plan will also include cost estimates and level of technical assistance needed to implement each action.

Task 28. Review current capacity of watershed stakeholders to engage in restoration plan implementation initiatives. Provide input to the consultant to develop a realistic BMP implementation schedule that accounts for property access, funding, grant cycles, and priority.

Task 29. Review and provide feedback on milestones as prepared by the consultant to assess whether implementation of the watershed management plan is occurring successfully.

Task 30. Review and provide feedback on the draft Laurel Lake Watershed Management Plan and maps as prepared by the consultant.

Task 31. Share the draft Laurel Lake Watershed Management Plan with the steering committee and collect feedback. Share appropriate feedback with the consultant to consider for incorporation into a revised draft.

Task 32. Work with the consultant and other project members to organize a public meeting to share the results of the draft Laurel Lake Watershed Management Plan. Incorporate activities to collect public feedback at the meeting for consideration to be incorporated in the Plan. Invite watershed residents and municipal representatives from the Town of Fitzwilliam.

Objective 9: Publish the final Laurel Lake Watershed Management Plan

Measures of Success: The Laurel Lake Watershed Management Plan is finalized and published on the SWRPC, LLA, and NHDES websites.

Deliverable 9: Final Laurel Lake Watershed Management Plan.

Task 33. Implement feedback gathered from the draft watershed management plan into final version.

Task 34. Present the final Laurel Lake Watershed Management Plan to the public and relevant stakeholders, including those representing the Town of Fitzwilliam. Encourage that the Town adopt the plan for unified restoration efforts throughout the watershed.

Task 35. Publish the final Laurel Lake Watershed Management Plan on the SWRPC and LLA websites. Share with project stakeholders for their use. Submit the final Laurel Lake Watershed Management Plan to NHDES in accordance with the NHDES Publication Standards.

Objective 10: Conduct project management and submit all required reports to NHDES.

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

to NHDES.

Deliverable 10: Financial documentation, semi-annual progress reports, and final report are submitted to NHDES.

Task 36. Conduct project management including 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 37. 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 38. Submit a comprehensive final report to NHDES on or before the project completion date. The final report will comply with NHDES and USEPA requirements found in the final report guidance document, including ADA compliance on the NHDES Watershed Assistance Section webpage.

Exhibit C
Method of Payment and Contract Price

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

Upon completion and NHDES approval of Task	1	\$500
Upon completion and NHDES approval of Task	2	\$2,000
Upon completion and NHDES approval of Task	3	\$1,200
Upon completion and NHDES approval of Task	4	\$250
Upon completion and NHDES approval of Task	5	\$1,100
Upon completion and NHDES approval of Task	6	\$2,000
Upon completion and NHDES approval of Task	7	\$500
Upon completion and NHDES approval of Task	8	\$1,000
Upon completion and NHDES approval of Task	9	\$1,500
Upon completion and NHDES approval of Task	10	\$350
Upon completion and NHDES approval of Task	11	\$1,000
Upon completion and NHDES approval of Task	12	\$3,000
Upon completion and NHDES approval of Task	13	\$5,000
Upon completion and NHDES approval of Task	14	\$3,000
Upon completion and NHDES approval of Task	15	\$3,500
Upon completion and NHDES approval of Task	16	\$3,500
Upon completion and NHDES approval of Task	17	\$3,000
Upon completion and NHDES approval of Task	18	\$2,500
Upon completion and NHDES approval of Task	19	\$1,000
Upon completion and NHDES approval of Task	20	\$1,000
Upon completion and NHDES approval of Task	21	\$750
Upon completion and NHDES approval of Task	22	\$2,500
Upon completion and NHDES approval of Task	23	\$2,000
Upon completion and NHDES approval of Task	24	\$500
Upon completion and NHDES approval of Task	25	\$3,500
Upon completion and NHDES approval of Task	26	\$1,800
Upon completion and NHDES approval of Task	27	\$2,300
Upon completion and NHDES approval of Task	28	\$1,000
Upon completion and NHDES approval of Task	29	\$1,000
Upon completion and NHDES approval of Task	30	\$5,000
Upon completion and NHDES approval of Task	31	\$3,000
Upon completion and NHDES approval of Task	32	\$1,250
Upon completion and NHDES approval of Task	33	\$3,000
Upon completion and NHDES approval of Task	34	\$1,500
Upon completion and NHDES approval of Task	35	\$1,000
Upon completion and NHDES approval of Task	36	\$3,500
Upon completion and NHDES approval of Task	37	\$1,500
Upon completion and NHDES approval of Task	38	\$2,000
	Total	\$74,000

CERTIFICATE OF AUTHORITY

I, Gus Lerandeau, Vice-Chairman of the Southwest Region Planning Commission, do hereby certify that:

(1) I am the duly elected Vice-Chairman;

(2) at the meeting held on June 11, 2024, the Southwest Region Planning Commission voted to accept NHDES funds and to enter into a contract with the Department of Environmental Services;

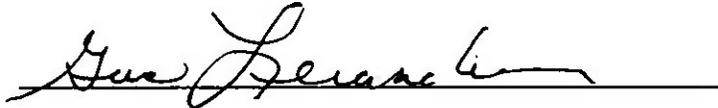
(3) the Southwest Region Planning Commission further authorized the Executive Director to execute any documents which may be necessary for this contract;

(4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date of the grant to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this certificate hereof; and

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

Todd Horner

IN WITNESS WHEREOF, I have hereunto set my hand as the Vice-Chairman of the Southwest Region Planning Commission, this Seventh day of October, 2024.

A handwritten signature in cursive script, reading "Gus Lerandeau", is written over a solid horizontal line.

Gus Lerandeau, Vice Chairman



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/07/2024

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 The Hilb Group New England, LLC PO Box 606 Keene NH 03431		CONTACT NAME: Wendy Hamm PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: whamm@hilbgroup.com	
INSURED Southwest Region Planning Commission Inc 37 Ashuelot St Keene NH 03431		INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance Co NAIC # 24082 INSURER B: Ohio Casualty Insurance Co 24074 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 24/25 COI Master 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	ADJL INSD	SOBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		BKS58635807	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			BAO68029471	08/13/2024	08/13/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
NH Dept. of Environmental Services is additional insured with regards to General Liability when required by written contract.

CERTIFICATE HOLDER NH Department of Environmental Services Attention: Andrea Bejlich PO Box 95 Concord NH 03302	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
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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: Southwest Region Planning Commission 37 Ashuelot Street Keene, NH 03431		Member Number: 566	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ 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	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.				

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
New Hampshire Department of Environmental Services P.O. Box 95 Concord, NH 03302			By: <i>Mary Beth Powell</i>
			Date: 10/8/2024 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	Grant Funding
Salaries & Wages	\$21,000
Contractual	\$45,250
Travel and Training	\$250
Printing/ Supplies	\$500
Other: Indirect Costs	\$7,000
Total Grant Amounts	\$74,000

Attachment B
2024 604(b) Water Quality Planning Grants Ranking

Organization	Project Name	Reviewer A	Reviewer B	Reviewer C	Reviewer D	Reviewer E	Reviewer F	Reviewer G	Avg. Score	Rank (by avg.)
Northwood Lake Watershed Association	Northwood Lake Watershed Management Plan (WMP)	91	98	93	93	88	95	97	93	1
Strafford Regional Planning Commission	Cocheco River Management Plan	94	92	92	92	86	94	87	91	2
Wentworth Watershed Association	Lake Wentworth and Crescent Lake Watershed Management Plan Update	87	86	86	87	75	85	92	85	3
Strafford Regional Planning Commission	Milton Three Ponds Watershed-Based Management Plan*	89	83	92	85	77	87	83	85	4
Southwest Region Planning Commission	Laurel Lake Watershed Management Plan	84	92	74	79	78	87	95	84	5
Crescent Lake Association	Crescent Lake Acworth/Unity NH Water Quality Planning	88	78	86	71	69	81	83	79	6

* Rescinded Letter of Intent.

Review Team Members

Name	Qualifications
Jeffery Marcoux	Watershed Supervisor. Project manager, grant, and contract expertise. 20 years experience.
Katherine Zink	Watershed Assistance Specialist. Surface and drinking water sampling, and microbial expertise. 13 years experience.
Sally Soule	Coastal Watershed Supervisor, Grant management experience. Project management and watershed management expertise. 25 years experience.
Stephen Landry	Watershed Assistance Section Supervisor. Project management and watershed management expertise. 31 years experience.
Tracie Sales	Rivers and Lakes Programs Administrator, 11 years experience assisting volunteers with management plan implementation, 7 years experience writing grant applications and conducting water quality programs under funded grants.
Amanda Barker-Jobin	Rivers and Lakes Programs Assistant, 7 years project management experience, 4 years environmental application review experience
Andrea Bejtlich	Watershed Specialist. Surface and drinking water sampling, grant management expertise. 5 years experience.