The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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November 27, 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 Northwood Lake Watershed Association, Inc., Northwood, NH, (VC # 157448-B001) in the amount of $39,000 to complete the *Northwood Lake Watershed-Based Management Plan* project, effective upon Governor and Council approval through September 30, 2026. 100% Federal Funds.

Funding is available in the account as follows:

	FY 2025
03-44-44-442010-2020-072-500574	$39,000
Dept. Environmental Services, Section 604(b) Planning, Grants – Federal	

EXPLANATION

NHDES requests approval to enter into a grant agreement for $39,000 with the Northwood Lake Watershed Association, Inc. (NLWA) to complete the *Northwood Lake Watershed-Based 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 (i.e, warmer surface water temperatures, more frequent and greater intensity storm events, etc.). Based on the specified selection criteria, and the amount of grant funding available, the 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.

Northwood Lake is a 651-acre waterbody with a 23-square-mile watershed in the Towns of Northwood, Deerfield, Epsom, Pittsfield, and Strafford. Northwood Lake is a mesotrophic lake listed by the NHDES in the 2020/2022 assessment as Category 4A-M due to a marginal impairment to Aquatic Life Integrity and Primary Contact Recreation as a result of non-native aquatic plant infestations, and elevated concentrations of *Escherichia coli* bacteria. Northwood Lake also suffers from cyanobacteria blooms, specifically *Microcystis* and *Dolichospermum*. NHDES issued cyanobacteria advisories for the lake in 2013 (2 days), 2021 (40 days), 2022 (8 days), and 2023 (40 days). Surrounded by 257 shoreline houses, a youth camp, Town beach and State-maintained public boat ramp, the presence of cyanobacteria blooms are of great concern to the community. The Northwood Lake Watershed Association will partner with the Towns of Northwood, Deerfield, and Epsom, and an environmental consultant to develop a watershed management plan for Northwood Lake. The development of the Northwood Lake Watershed-based Management Plan will include assessment and quantification of phosphorus and other pollutant sources to Northwood Lake. A water quality goal will be set to restore water quality in the lake to ensure safe conditions for recreational uses and environmental integrity. The plan will recommend actions for project partners to implement to meet this water quality goal over ten years.

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 Northwood Lake Watershed Association, Inc.		**1.4. Grantee Address** P.O. Box 152 Northwood, NH 03261	
1.5 Grantee Phone # (978) 764-2002	**1.6. Account Number** 03-44-442010-2020-072	**1.7. Completion Date** 09/30/2026	**1.8. Grant Limitation** $39,000
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** President NLWA Inc Brian Lobao	
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 Tales **Assistant Attorney General, On:** 12/2/24			
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
Special Provisions

Subparagraph 17.1.1. is hereby amended to read as follows: "17.1.1 statutory workers' compensation and employees liability insurance for all employees ~~engaged in the performance of the Project~~, to the extent the Grantee is subject to the requirements of NH RSA Chapter 281-A."

Federal Funds paid under this agreement are from a Grant Agreement to the State from the United States Environmental Protection Agency (U.S. EPA), Water Quality Management Planning under CFDA # 66.454. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) and has provided NHDES with their Unique Entity Identifier (UEI-SAM) number. The Grantee's UEI-SAM number is NA2GX43QYR35.

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Exhibit B
Scope of Services

The Northwood Lake Watershed Association, Inc. (NLWA) will perform the following tasks as described in the proposal titled *Northwood Lake Watershed-Based Management Plan*:

Objective 1: Initial Project Planning
Measure of Success: Executed the contract between Northwood Lake Watershed Association and consultant for development of the Northwood Lake Watershed-Based Management Plan (WMP).

Deliverable 1: The Request for Qualifications (RFQ), qualifications package submittals rank and review scoring summary, and final subcontract are provided to NHDES.

Task 1. Following NHDES approved procurement procedures, develop and release RFQ for consulting firms to develop the Northwood Lake Watershed-Based Management Plan.
Task 2. Review RFQ qualification package responses, rank and score consulting firms. If more information is needed to identify the most qualified firm, conduct interviews of top-scoring firms.
Task 3. Negotiate the scope of work, schedule, and fee with top-ranked consulting firm. Draft the contract if terms are agreeable. If agreement cannot be made, begin negotiations with second ranked firm.
Task 4. Provide the draft contract to NHDES to review. Incorporate edits as needed and execute the subcontract between NLWA and the selected consulting firm.

Objective 2: Project Management and Administration
Measures of Success: Executed the contract between NLWA and the consultant for the development of the Northwood Lake Watershed-Based Management Plan, a kick-off and three steering committee meetings over the course of the project.

Deliverable 2: Steering committee meeting notes and kick-off meeting notes are provided to NHDES.

Task 5. With assistance from the consultant, 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 watershed-based management plan, etc.) are ready for committee review. Anticipated members include at least three members of the NLWA and at least one representative each from the Northwood Conservation Commission, Deerfield Conservation Commission, Natural Resources Conservation Service (NRCS), NHDES, and the hired consulting firm.
Task 6. With assistance from the consultant, prepare for the kick-off meeting to present the basics of watershed management planning and the process of developing a WMP.

Objective 3: Develop a Site Specific Project Plan (SSPP) for the Northwood Lake Watershed-

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

Deliverable 3: The draft and final SSPP are provided to NHDES.

Task 7. With assistance from the consultant, develop a SSPP covering all data collection and manipulation tasks included in this project following NHDES guidance for developing SSPPs; submit the draft SSPP to NHDES and the steering committee for review.
Task 8. With assistance from the consultant, incorporate edits from NHDES and the steering committee. Submit the final SSPP to NHDES for approval and signatures. Sign and distribute the approved SSPP with NHDES and the steering committee.

Objective 4: Perform water quality data gathering and analysis needed to inform the development of the Northwood Lake Watershed-Based Management Plan, including obtaining existing data, determining the historic and current water quality median values, determining phosphorus assimilative capacity, and identifying any additional data gathering needs.
Measures of Success: Total assimilative capacity, reserve assimilative capacity, and remaining assimilative capacity for phosphorus are calculated.

Deliverable 4: The calculations of the current in-lake water quality criteria for phosphorus and remaining assimilative capacity are provided to NHDES.

Task 9. Gather existing lake and tributary data for Northwood Lake from NLWA, the NHDES Volunteer Lake Assessment Program (VLAP), and any other available sources.
Task 10. Review phosphorus levels as determined by consultant based on the data gathered.
Task 11. Coordinate with the steering committee and NHDES to review a consultant-generated memo documenting the assimilative capacity for Northwood Lake as calculated by the consultant.

Objective 5: Assess the current VLAP water quality monitoring program to determine efficacy in providing needed data to support development and implementation of the watershed plan.
Measures of Success: Recommendations are made for adjustments to the current water quality monitoring program through VLAP.

Deliverable 5: A memo detailing the recommended changes to the current water quality monitoring program is provided to NHDES.

Task 12. With assistance from the consultant, review the existing program and data needs to assess the current water quality monitoring program's suitability for watershed planning. Consult with NHDES VLAP staff to determine whether additional monitoring may be possible considering program capacity. Compile memo describing the results of this work.
Task 13. Conduct water quality monitoring program through VLAP. Recruit volunteers to assist as needed. Provide water quality results to the NHDES VLAP program, and the consultant.

Objective 6: GIS mapping and characterization of the watershed to determine watershed

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characteristics to the level of detail necessary to inform modeling and pollutant loading analysis.
Measures of Success: Maps depicting the characterization of the watershed.

Deliverable 6: GIS maps and their shapefiles are provided to NHDES.

Task 14. With assistance from the consultant, prepare a series of maps to depict the characterization of the Northwood Lake watershed. Maps will include bathymetry of Northwood Lake, steep slope areas, areas prone to erosion, streams/wetlands, subwatersheds, land cover, and known pollutant sources. 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.

Objective 7: Conduct the build-out analysis for the Northwood Lake watershed.
Measures of Success: The final build-out analysis report.

Deliverable 7: The final build-out analysis report is provided to NHDES.

Task 15. Review the build-out analysis for the Northwood Lake watershed as prepared by the consultant. This analysis will provide information sufficient to be used with watershed modeling scenarios.

Objective 8: Model total phosphorus (TP) load and in-lake water quality.
Measures of Success: Current TP load model and future TP load model for Northwood Lake.

Deliverable 8: A memo summarizing the modeling results is provided to NHDES.

Task 16. Review and provide feedback on the results from the watershed loading models provided by the consultant for estimated TP load to the lake and in-lake TP concentration, chlorophyll-a, Secchi disk transparency, and algal bloom probability. Review the results from the model scenarios for natural and future build-out of the watershed provided by the consultant, based on the current load model.

Objective 9: Watershed Survey
Measures of Success: The watershed survey is conducted, and a report is completed.

Deliverable 9: A memo summarizing the watershed survey and pollutant load reductions from best management practice (BMP) sites is provided to NHDES.

Task 17. With assistance from the consultant, develop a parcel-based GIS map of the Northwood Lake watershed. Review survey forms developed by the consultant and provide feedback. Coordinate with the Towns of Northwood and Deerfield to gather parcel data. Provide notice to watershed residents of survey dates. Coordinate with NRCS and the consultant to determine the approach to evaluating agricultural sources of pollution within the watershed.

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Task 18. Gather volunteers as needed to assist with the watershed survey along all participating roads and properties, including agricultural properties as applicable.
Task 19. Review the watershed survey memo and load reduction calculations prepared by the consultant and provide feedback. Share the draft memo with the steering committee to gather feedback to assist in the prioritization of BMPs. Submit the final memo to NHDES.

Objective 10: Shoreline Survey
Measures of Success: Shoreline survey is conducted, and report completed.

Deliverable 10: A memo summarizing the shoreline survey results is provided to NHDES.

Task 20. With assistance from the consultant, develop survey forms and a parcel-based GIS map of shoreline parcels. Provide notice to shoreline residents of survey dates.
Task 21. With assistance from the consultant, conduct the shoreline survey.
Task 22. With assistance from the consultant, compile survey results and develop summary memos. Review database and summary memos for the shoreline survey as prepared by the consultant and provide feedback. Share the draft memo with the steering committee to gather feedback to assist in the prioritization of BMP. Submit the final memo to NHDES.

Objective 11: Establish the water quality goal for phosphorus in Northwood Lake
Measures of Success: The water quality goal will be approved by the Northwood Lake Steering Committee and NHDES.

Deliverable 11: The draft and final water quality goal with model outputs and justification memo that summarizes determination process for water quality goal are provided to NHDES.

Task 23. In collaboration with stakeholders, including the consultant and NHDES, develop a process to establish the water quality goal for Northwood Lake.
Task 24. Review and provide edits to the consultant on the determined water quality goal. The final goal and processes will be shared with NHDES and the full project committee.
Task 25. 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.

Objective 12: 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 Northwood Lake watershed.

Deliverable 12: Workshop summaries, copies of press releases, and copies of social media posts are provided to NHDES.

Task 26. Organize a lake-friendly living workshop for watershed residents, including a qualified guest speaker to provide information on lakefront best management practices, native vegetation, and/or dirt road maintenance.

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Task 27. Create the workshop summary deliverables for NHDES, including information on the number of attendees and photos.
Task 28. Develop at least two press releases through the course of the project for publication in local newspapers or online news sources to share project progress and milestones.
Task 29. Share project updates on social media platforms and the Northwood Lake Association website to keep watershed residents up to date and involved.

Objective 13: Develop an Action Plan and Implementation Schedule under elements c and f of the EPA key elements.
Measures of Success: A completed action plan with community feedback incorporated.

Deliverable 13: The draft action plan is provided to NHDES and presented at a virtual public forum.

Task 30. Work with the Towns of Northwood and Deerfield and the consultant to complete a review of relevant land use, zoning, and natural resource protection ordinances that affect Northwood Lake. Review and provide feedback on recommendations as provided by the consultant for recommended new ordinances.
Task 31. Review and provide feedback on the action plan as prepared by the consultant. The action plan will include components of education and outreach, monitoring, BMP installation, and securing funding necessary to achieve the in-lake, water quality goal. The plan will also include cost estimates and level of technical assistance needed to implement each action.
Task 32. Review the current capacity of watershed stakeholders to engage in the Northwood Lake Watershed-Based Management Plan implementation initiatives. Provide input to the consultants to develop a realistic BMP implementation schedule that accounts for property access, funding, grant cycles, and priority.
Task 33. Review and provide feedback on milestones as prepared by the consultant to assess whether the implementation of the WMP is occurring successfully.
Task 34. The draft action plan is presented at a virtual public forum and provided to NHDES for review.

Objective 14: Incorporate the EPA key elements (a-i) into the draft Northwood Lake Watershed-Based Management Plan.
Measures of Success: The draft WMP will contain EPA's required nine elements

Deliverable 14: The draft Northwood Lake Watershed-Based Management Plan is provided to NHDES.

Task 35. Review and provide feedback on the draft Northwood Lake WMP and maps as prepared by the consultant. Share the draft WMP with the project steering committee and collect feedback. Share feedback with the consultant to incorporate into a revised draft.
Task 36. Work with the consultant and other project members to organize a public meeting to share the results of the draft WMP. Incorporate activities to collect public feedback at the meeting that will be added to the WMP. Invite watershed residents and municipal representatives from Northwood and Deerfield.

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Task 37. With assistance from the consultant, revise the WMP based on feedback from the public forum, steering committee, and NHDES.

Objective 15: Publish the final Northwood Lake Watershed-Based Management Plan
Measures of Success: The Northwood Lake Watershed-Based Management Plan is finalized and published on the NLWA and NHDES websites.

Deliverable 15: The final Northwood Lake WMP is provided to NHDES and presented to the Towns of Northwood and Deerfield.

Task 38. With assistance from the consultant, virtually present the final WMP to the Select Boards or other appropriate Town boards in Northwood and Deerfield. Request that the Towns adopt the plan for unified restoration efforts throughout the watershed.
Task 39. Publish the final Northwood Lake Watershed-Based Management Plan on the NLWA website and share with project partners to share on their websites. Submit final plan to NHDES.

Objective 16: 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 16: Financial documentation, semi-annual progress reports, and final report are submitted to NHDES.

Task 40. Conduct project management including submittal of financial documents such as payment requests and match and procurement documentation; communicate with NHDES and other project partners as needed; conduct other activities required for grant management.
Task 41. Submit electronic semi-annual reports documenting all work performed during the project periods as follows:

- Work completed April 1 – September 30, report is due by October 31
- Work completed October 1 – March 31, report is due by April 30

If the grantee has not completed a timely submittal of the progress reports, all further payments will be suspended until the overdue reports are submitted and approved by NHDES.
Task 42. Submit a comprehensive final report to NHDES on or before the project completion date. The final report shall include documentation for procurement of construction services, photo-documentation of constructed project components, proof that the project was constructed according to permits and conditions (photos, as-built plans, and other documentation required by the permit and grant agreement) additionally, the final report will comply with NHDES and USEPA requirements found in the final report guidance document, including ADA compliance on the NHDES Watershed Assistance Section webpage.

Grantee Initials
Date 09/27/2024

Exhibit C

Method of Payment and Contract Price

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

Upon completion and NHDES approval of Tasks	1 - 4	$100
Upon completion and NHDES approval of Task	5	$1,800
Upon completion and NHDES approval of Task	6	$500
Upon completion and NHDES approval of Task	7	$450
Upon completion and NHDES approval of Task	8	$150
Upon completion and NHDES approval of Task	9	$400
Upon completion and NHDES approval of Task	10	$500
Upon completion and NHDES approval of Task	11	$450
Upon completion and NHDES approval of Task	12	$600
Upon completion and NHDES approval of Task	13	$1,500
Upon completion and NHDES approval of Task	14	$1,600
Upon completion and NHDES approval of Task	15	$3,400
Upon completion and NHDES approval of Task	16	$2,500
Upon completion and NHDES approval of Task	17	$750
Upon completion and NHDES approval of Task	18	$2,000
Upon completion and NHDES approval of Task	19	$5,400
Upon completion and NHDES approval of Tasks	20 & 21	$900
Upon completion and NHDES approval of Task	22	$600
Upon completion and NHDES approval of Task	23	$500
Upon completion and NHDES approval of Task	24	$450
Upon completion and NHDES approval of Task	25	$375
Upon completion and NHDES approval of Tasks	26 - 29	$200
Upon completion and NHDES approval of Task	30	$1,050
Upon completion and NHDES approval of Task	31	$1,750
Upon completion and NHDES approval of Task	32	$375
Upon completion and NHDES approval of Tasks	33 & 34	$1,150
Upon completion and NHDES approval of Task	35	$4,350
Upon completion and NHDES approval of Task	36	$775
Upon completion and NHDES approval of Task	37	$2,250
Upon completion and NHDES approval of Tasks	38 & 39	$450
Upon completion and NHDES approval of Task	40	$475
Upon completion and NHDES approval of Task	41	$800
Upon completion and NHDES approval of Task	42	$450
	Total	**$39,000**

Grantee Initials

Date 09/27/2024

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 NORTHWOOD LAKE WATERSHED ASSOCIATION, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 09, 1993. 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: **196229**

Certificate Number: **0006572997**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of February A.D. 2024.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Becki McCarthy, Secretary of the Northwood Lake Watershed Association, Inc., do hereby certify that:

(l) I am the duly elected Secretary;

(2) at the annual meeting held on 07/15/2023, the Northwood Lake Watershed Association, Inc. voted to accept NHDES funds and to enter into a contract with the Department of Environmental Services;

(3) the Northwood Lake Watershed Association, Inc. further authorizes the President 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:

Brian Lobao

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Northwood Lake Watershed Association, Inc., this 27th day of September, 2024.

Becki McCarthy, Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/26/2024

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
Russo Insurance Agency, Inc.
45 Milford Street
P. O. Box 637
Medway MA 02053

CONTACT NAME: House
PHONE (A/C, No, Ext): (508) 533-3000 **FAX (A/C, No):** (508) 533-5333
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insurance Company	30104
INSURER B : Mount Vernon Fire Insurance Co	26522
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Northwood Lake Watershed Association Inc.
PO Box 152
Northwood NH 03261-0152

COVERAGES **CERTIFICATE NUMBER:** Master 24-25 **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 [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			08SBMAX8LZR	05/22/2024	05/22/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							EPLI	$ 25,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Directors and Officers			NDO2550884E	04/11/2024	04/11/2025	Occurence	$1,000,000
							Aggregate	$1,000,000
							Deductible	$0

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

State of New Hampshire is named as addtitional insured. A 15 Day notice of cancellation except for cancellation for non-payment of premium.

Project Name: 604 (b) Water Quality Planning Grant

CERTIFICATE HOLDER

New Hampshire Department
of Enviromental Services
20 Hazen Dr. PO Box 95
Concord NH 03302-0095

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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Attachment A
Budget Estimate

Budget Item	Grant Funding
Salaries & Wages	$0
Contractual	$37,500
Travel and Training	$0
Printing/ Supplies	$1,500
Other: Insurance	$0
Total Grant Amounts	**$39,000**

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.