



The State of New Hampshire
Department of Environmental Services

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Robert R. Scott, Commissioner

July 26, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into an agreement with the Lake Sunapee Protective Association, Sunapee, NH, (VC #160040-B001) in the amount of \$50,000 to complete the *Lake Sunapee Watershed Plan Implementation Phase 3: Kidder Brook Bank Stabilization BMPs* project, effective upon Governor and Council approval through December 31, 2025. 100% Federal Funds.

Funding is available in the following account:

	<u>FY 2024</u>
03-44-44-442010-2035-072-500575	\$50,000
Dept. Environmental Services, NPS Restoration Program, Grants-Federal	

EXPLANATION

NHDES requests approval to enter into a grant agreement for \$50,000 with the Lake Sunapee Protective Association (LSPA) to complete the *Lake Sunapee Watershed Plan Implementation Phase 3: Kidder Brook Bank Stabilization BMPs* project. NHDES issued a Request for Proposals (RFP) for the 2023 Watershed Assistance Grants program in June 2022. The fifteen proposals received were ranked based on the criteria included in the RFP: water quality improvement or protection; cost/benefit ratio; local capacity to complete the project; relative value or significance of the water body; consideration of the project's impact on communities with environmental justice concerns; the project's incorporation of changing environmental conditions; and general quality and thoroughness of the proposal. Based on the results of the selection process and available federal grant funding levels, seven implementation projects were selected to receive funding. Please see Attachment B for a list of project rankings and NHDES review team members.

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

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

Little Sunapee Lake does not support the designated use of Aquatic Life Integrity due to inadequate dissolved oxygen (DO) concentrations. Kidder Brook, a tributary of Little Sunapee Lake, exhibits increased erosion and sediment loading attributed to streambank instability, causing water quality degradation in Little Sunapee Lake. Streambank erosion causes an increase in nutrient transport, such as phosphorus, fueling increases in algal productivity and a decrease in water clarity. Samples collected through the NHDES Volunteer Lake Assessment Program since 1996, have shown this trend in decreasing tributary and lake water quality.

In 2020, LSPA completed a Watershed Management Plan that provided a list of actions that would reduce nutrient pollutant loads to the lakes, ponds, and streams within the Lake Sunapee Watershed. This project will stabilize areas of Kidder Brook using best management practices where stream bank erosion and slumping occur along a reach of Kidder Brook that flows through the Twin Lake Village Golf Course. LSPA is working cooperatively with the property owners, Twin Lake Village, to complete this project that will realize the mutual goal of streambank erosion and sediment control to achieve phosphorus load reductions within Little Sunapee Lake.

The project costs are budgeted at \$83,350. NHDES will provide \$50,000 (60%) of the project costs through a federal grant, and LSPA will provide the remaining costs through cash and in-kind services. A budget estimate is provided in Attachment A.

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

We respectfully request your approval of this item.


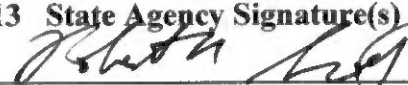
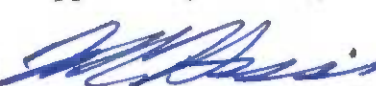


Robert R. Scott, Commissioner

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name Department of Environmental Services		1.2. State Agency Address PO Box 95 Concord, NH 03302-0095	
1.3. Grantee Name Lake Sunapee Protective Association		1.4. Grantee Address 63 Main Street, Sunapee, NH 03782	
1.5. Grantee Phone # (603)763-2210	1.6. Account Number 03-44-442010-2035-072-5005 75	1.7. Completion Date December 31, 2025	1.8. Grant Limitation \$ 50,000
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 Elizabeth Harper 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	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: 		Assistant Attorney General, On: 8/2/2023	
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").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
 - 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
 - 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
 - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
 - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
 - 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
 - 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
 - 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
 - 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
 - 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
 - 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
 - 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed. 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.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

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

Exhibit A
Special Provisions

Federal Funds paid under this agreement are from a Grant Agreement to the State from the US Environmental Protection Agency, NPS Implementation Grant under CFDA # 66.460. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) and has provided NHDES with their Unique Entity Identifier (UEI-SAM) number. The Grantee's UEI-SAM number is JNAAGP2XHFN4.

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

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

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

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

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

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

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

suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

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

- a. Assignment of Subcontracts. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State Agency.
- b. Consultant Fee Cap. The Grantee will limit grant-funded payment to subcontractors under the circumstances detailed in 2 CFR Part 1500.9
- c. Subcontracts. The Grantee shall:
 - i. Ensure that every subcontract includes provisions for compliance with Federal and State standards applicable to the contract;
 - ii. Ensure that every subcontract includes all clauses required by Federal statute and executive orders, and their implementing regulations; and
 - iii. Ensure that subcontractors are aware of requirements imposed upon them by State and Federal statutes and regulations.

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

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

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

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

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A

“performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

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

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

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

Exhibit B
Scope of Services

The Lake Sunapee Protective Association (LSPA) will perform the following tasks as described in the proposal titled *Lake Sunapee Watershed Plan Implementation Phase 3: Kidder Brook Bank Stabilization BMPs*:

Objective 1: Select project consultant.

Measure of Success: Selected consultant who will provide engineering and related services.

Deliverable 1: Copies of the Request for Qualifications (RFQ) and contract related documents are provided to NHDES.

Task 1. Develop and issue a qualifications-based selection through the published RFQ for the consultant's role in designing and implementing best management practices (BMPs), and wetland delineation with assistance from NHDES. NHDES will review and approve the RFQ prior to publication.

Task 2. Coordinate with NHDES to review responses to the RFQ, conduct interviews if necessary, and select the most qualified candidate.

Task 3. Coordinate with the top ranked consultant and NHDES to develop the scope of work, negotiate cost, and prepare subcontract documents. Provide all documents to NHDES for review and approval prior to execution.

Task 4. Execute contract with the consultant and provide final signed copy to NHDES.

Objective 2: Final BMP Design Plan

Measures of Success: Completed BMP Design Plan

Deliverable 2: Copies of the concept and final design plans are provided to NHDES.

Task 5. Coordinate with the General Manager of Twin Lake Village to perform site surveying and plan development to design a conceptual plan for the Kidder Brook bank stabilization BMPs. The Plan will include the list, quantity, and locations of native plants suitable to the site conditions. Submit the concept plan to the NHDES Watershed Management Bureau for review and approval.

Task 6. Work with Twin Lake Village to complete an acceptable final plan for the installation of BMPs that includes details of all erosion prevention and sediment control measures and flow bypass and dewatering measures required by the NHDES Wetlands Bureau permit.

Objective 3: Obtain the required NHDES Wetland Permit.

Measures of Success: The required permit is approved.

Deliverable 3: A copy of the approved permit is on file with NHDES.

Task 7. Coordinate with the consultant to perform a wetland survey for the Kidder Brook Bank

Stabilization site to identify the wetland boundaries.

Task 8. Conduct pre-permit meetings to discuss the proposed project design. Draft and edit the permit per NHDES Wetlands Bureau recommendations and requests. Submit the completed wetland application with the appropriate fee for the Kidder Brook Bank Stabilization site.

Objective 4: BMP Performance Verification

Measures of Success: Completed estimated load reductions for the BMPs to be implemented.

Deliverable 4: Draft and final Site Specific Project Plan (SSPP) and Pollutants Controlled Report (PCR)

Task 9. Develop a SSPP for the project site under the NHDES Nonpoint Source Management Program Quality Assurance Program Plan that will cover the models to be used to estimate the pollutant load reductions attributable to the implemented BMPs. Submit a draft to NHDES for review and approval; address any comments and prepare a final SSPP for NHDES and project team signatures. No modeling will take place prior to approval of the SSPP.

Task 10. Following the approved SSPP, complete pollutant load reduction modeling for the BMPs to be implemented at the project site. Complete a PCR for each BMP and submit the PCR to NHDES for review and approval.

Objective 5: BMP Implementation

Measures of Success: Successful installation of BMPs

Deliverable 5: Pictures of BMP sites before, during, and after BMP construction. Procurement documentation.

Task 11. Purchase and arrange the delivery of plants to be planted along stream bank, conservation seed mix for flood plain area, and required erosion control supplies detailed in the final Plan. Purchases will follow State and Federally approved procurement processes.

Task 12. Provide support to Twin Lake Village while BMP installation is underway per approved design. Assist with finding supplies and equipment as needed to implement project BMPs.

Task 13. Meet onsite with the consultant and Twin Lake Village personnel throughout project implementation to ensure 1) all required erosion prevention and sediment control measures and flow bypass and dewatering measures are in place before start of construction; and 2) BMPs are completed as described in plan.

Objective 6: Develop an operation and maintenance (O&M) Plan and conduct education and outreach.

Measures of Success: Completed O&M plan and distributed/published materials.

Deliverable 6: Copies of signed O&M Plan and education materials.

Task 14. Publish articles in local newspapers, annual town report, LSPA's newsletter and website about the completion of the BMP project. Include in published materials how the

completion of this project helps LSPA meet the 2020 Watershed Management Plan 10-year goal of reducing phosphorus loading in watershed lakes and ponds.

Task 15. Working in cooperation with Twin Lake Village, complete an O&M plan for all implemented BMPs that include the type and frequency of maintenance required and identify who will be responsible for long term operation of said structures.

Objective 7: Conduct project management and submit all required reports to NHDES.

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

Deliverable 7: Financial documentation, semi-annual progress reports, and final report are submitted to NHDES.

Task 16. 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 17. 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

The semi-annual reports shall include a Pollutants Controlled Report when structural BMPs have been implemented during the reporting period. In the event that 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 18. 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 U.S. EPA requirements found in the final report guidance document, including ADA compliance on the NHDES Watershed Assistance Section webpage.

Additional Requirements of the Agreement

Quality Assurance

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

Outreach Materials

All materials produced for public distribution shall be reviewed and approved by NHDES prior to distribution and shall include the NHDES logo and the following citation: "Funding for this

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

Operations and Maintenance

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

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

Exhibit C
Method of Payment and Contract Price

Procurements of goods or services made with grant funds, or those credited as match, shall comply with the terms of this agreement, and must be reported to NHDES. Documentation of match credit shall be provided with each payment request. The cumulative match value for the project shall meet or exceed the amount of grant funds received multiplied by 0.667 (e.g. \$50,000 grant X 0.667 = \$33,350 minimum match required). The grantee shall submit payment requests, procurement reports, and match documentation on the forms provided by NHDES. Payment shall be made in accordance with the following schedule based upon satisfactory completion of specific tasks, and receipt of deliverables as described in Exhibit B:

Upon completion and NHDES approval of Tasks	1-2	\$100
Upon completion and NHDES approval of Tasks	3-4	\$100
Upon completion and NHDES approval of Task	5	\$8,300
Upon completion and NHDES approval of Task	6	\$5,600
Upon completion and NHDES approval of Task	7	\$3,600
Upon completion and NHDES approval of Task	8	\$12,000
Upon completion and NHDES approval of Task	9	\$500
Upon completion and NHDES approval of Task	10	\$800
Upon completion and NHDES approval of Task	11	\$7,000
Upon completion and NHDES approval of Task	12	\$1,000
Upon completion and NHDES approval of Task	13	\$10,000
Upon completion and NHDES approval of Task	14	\$100
Upon completion and NHDES approval of Task	15	\$800
Upon completion and NHDES approval of Tasks	16 & 17	\$50
Upon completion and NHDES approval of Task	18	\$50
Total		\$50,000

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

CERTIFICATE OF AUTHORITY

I, Elizabeth Lyons, President of the Lake Sunapee Protective Association, do hereby certify that:

(1) I am the duly elected President;

(2) at the meeting held on June 20, 2023, the Lake Sunapee Protective Association voted to accept NHDES funds and to enter into a contract with the Department of Environmental Services;

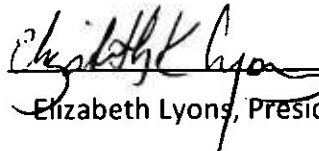
(3) the Lake Sunapee Protective Association further authorized the Executive Director to execute any documents which may be necessary for this contract;

(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:

Elizabeth Harper, LSPA Executive Director

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the Lake Sunapee Protective Association, this Tuesday day of June 20, 2023.



Elizabeth Lyons, President (signature above)

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LAKE SUNAPEE PROTECTIVE ASSOCIATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 07, 1982. 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: 61787

Certificate Number: 0005371773



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of May A.D. 2021.

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

William M. Gardner
Secretary of State

**Attachment A
Budget Estimate**

Budget Item	s319 Grant Funding	Non-Federal Matching Funds	Totals
Salaries & Wages	\$0	\$ 25,800	\$25,800
Travel and Training	\$0	\$ 225	\$225
Contractual	\$41,000	\$0	\$41,000
Equipment and Supplies	\$0	\$ 1,080	\$1,080
Construction	\$9,000	\$ 3,000	\$12,000
Indirect Costs	\$0	\$ 2,195	\$2,195
Other	\$0	\$ 1,050	\$1,050
Total Project Cost	\$50,000	\$33,350	\$83,350

Attachment B:

2023 Watershed Assistance and Restoration Grant Ranking

Organization	Project Name	Reviewer					AVG	RANK by avg
		A	B	C	D	E		
Town of Durham	Restoration of the Oyster River Herring Run through Removal of the Mill Pond Head-of-Tide Dam and Installation of Fish Passage on the Oyster Reservoir Dam, Durham NH	84	78	83.5	88	80	82.7	1
University of New Hampshire	Great Bay Waterbody/Watershed Nitrogen Non-Point Source Study Implementation: Phase 4 – Dover Retrofits to Reduce Nitrogen	79	85	81	82	85	82.4	2
Nippo Lake Association	Nippo Lake Association Watershed Management Plan: Implementation of Land Conservation/Protection of Road, Residential and In-lake BMPs	77	85	78	85	86	82.2	3
Lake Sunapee Protective Association	Lake Sunapee Watershed Plan Implementation Phase 3: Kidder Brook Bank Stabilization BMPs	79	90	79	76	85	81.8	4
Green Mountain Conservation Group	Danforth Ponds, Ossipee Lake Watershed Management Plan Phase 2: BMPs & Community Engagement	82	90	77	75	83	81.4	5
Partridge Lake Property Owners Association	Partridge Lake Watershed Restoration Plan Preparation for In-lake Phosphorous Treatment and North Shore Culverts BMP	78	82	82	80	83	81.0	6
Town of Wolfeboro	Rust Pond- North Inlet Subwatershed Implementation Phase 2 and Dredging Feasibility Study	70	81	74.5	85	90	80.1	7
Town of Wolfeboro	Lake Wentworth-Crescent Lake Watershed Management Plan, Phase 5: Stormwater BMPs	77	85.5	72	79	85	79.7	8
Tucker Pond Improvement Association	Tucker Pond Watershed-Based Management Plan Implementation Phase I: Quimby Road BMPs and Septic System Upgrades	73	80	76.5	80	78	77.5	9
Town of Alton	Mill Pond, Mill Pond supplement to the Merrymeeting River Watershed Management Plan Implementation, Phase 2: Route 140 (Alton) BMPs for drainage areas MPI, MPIO, and the parking lot included in MP12	73	65	80	80	88	77.2	10

Newfound Lake Region Association	Newfound Watershed Management Plan Implementation Phase 5: Streambank Restoration in Atwell Brook	79	75	76.5	76	74	76.1	11
Strafford Regional Planning Commission	Sunrise Lake Watershed Management Plan Implementation Phase I: Structural BMPs	73	74	79	75	77	75.6	12
Southwest Regional Planning Commission	Lake Warren Watershed BMP Implementation Phase II	58	82	69	67	85	72.2	13
Lake Kanasatka Watershed Association	Lake Kanasatka Watershed-Based Management Plan Implementation Phase I: Watershed and Shorefront BMPs	70	55	68	76	70	67.8	14
Squam Lakes Association	Squam Watershed Management Plan, Phase 1: Remediation and BMPs for Cotton Cove and Sandwich Town Beach.	70	66	71	47	74	65.6	15

Review Team Members

Name	Qualifications
Steve Landry	29 years experience, Watershed Assistance Section Supervisor, project management, Merrimack watershed and fluvial geomorphology expertise
Jeff Marcoux	18 years experience, Watershed Coordinator, project management, grant and contract expertise
Sally Soule	24 years experience, Coastal Watershed Coordinator, project management, Coastal watershed expertise
Andrea Bejtlich	4 years experience, Watershed Specialist, surface and drinking water sampling, grant management expertise.
Katie Zink	11 years experience, Watershed Assistance Specialist, surface and drinking water sampling, microbial expertise