



**DEPARTMENT OF ENVIRONMENTAL SERVICES**

**Thomas S. Burack, Commissioner**



January 3, 2013

Her Excellency, Governor Margaret Wood Hassan  
and The Honorable Council  
State House  
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Environmental Services to enter into an agreement with the Nashua Regional Planning Commission, Merrimack NH, (VC #154661) in the amount of \$25,000 to complete the *Nashua Regional Stormwater Assistance Program Project*, effective upon Governor and Council approval through September 30, 2015. 100% Federal Funds.

Funding is available in the account as follows:

03-44-44-442010-2020-072-500574	<u>FY 2013</u>
Dept. Environmental Services, Section 604 Planning, Grants – Federal	\$25,000.00

EXPLANATION

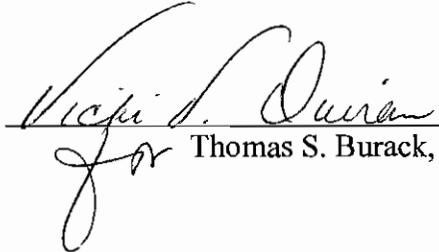
Each year DES receives funds under Section 604(b) of the Clean Water Act, which must be granted to regional planning agencies for water quality planning projects. DES solicited proposals from each of the nine regional planning agencies to submit scopes of services for projects supporting local watershed planning efforts such as: developing or implementing a watershed-based plan; conducting monitoring to address specific water quality concerns; planning stormwater retrofits to address water quality impairments; green infrastructure projects that manage wet weather to maintain or restore natural hydrology; or, working with municipalities committed to adopting specific model ordinances or regulations to address a priority water quality planning concern.

Seven planning agencies submitted letters of intent for one project each, and two planning agencies submitted letters of intent for two projects each. All twelve letters of intent were evaluated and ranked based on the following criteria: 1) relevance to water quality issues as reported in the 305(b) report; 2) identification of nonpoint source pollution control measures designed to meet water quality standards; 3) demonstration of local commitment to implement water quality improvement plans; 4) explanation of the nature, extent, and cause of water quality problems; 5) specificity of deliverables and outcomes and their likelihood of achieving success. Based on the specified selection criteria and the amount of grant funding available, the three highest scoring proposals were selected for funding. Please refer to Attachment B for review results and review panel members.

Through this project, the Nashua Regional Planning Commission (NRPC) will address water quality protection through two primary components. First, NRPC will develop an EPA compliant Water Quality Response Plan for Baboosic Lake in Amherst and Merrimack. Water Quality Response Plans consist of a comprehensive list of additional or modified best management practices (BMPs) to address pollutants causing water quality impairments, a specific plan to address each impairment, and a list of additional BMPs to be considered if further reductions are necessary. NRPC will also document the plan development process so that other municipalities will have a template to follow when completing their own plans. The second component of this project involves working with DES to implement a "Soak Up the Rain" program in the Baboosic watershed. The "Soak Up the Rain" program is designed to assist private landowners in implementing BMP projects on their properties which will reduce stormwater runoff. NRPC will work with DES to implement one pilot project on Baboosic Lake and identify organizations and stakeholders that can help sustain the program in the region.

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.

  
for Thomas S. Burack, Commissioner

## GRANT AGREEMENT

Subject: Nashua Regional Stormwater Assistance Program

The State of New Hampshire and the Contractor hereby mutually agree as follows:

### GENERAL PROVISIONS

#### 1. IDENTIFICATIONS AND DEFINITIONS

<b>1.1 State Agency Name</b> Department of Environmental Services		<b>1.2 State Agency Address</b> 29 Hazen Drive Concord, NH 03301	
<b>1.3 Grantee Name</b> Nashua Regional Planning Commission		<b>1.4 Grantee Address</b> 9 Executive Park Drive, Suite 201 Merrimack, NH 03054	
<b>1.5 Effective Date</b> Upon G&C approval	<b>1.6 Completion Date</b> September 30, 2015	<b>1.7 Audit Date</b> N/A	<b>1.8 Grant Limitation</b> \$25,000
<b>1.9 Grant Officer for State Agency</b> Eric Williams, Watershed Assistance Section Supervisor		<b>1.10 State Agency Telephone Number</b> 603-271-2358	
<b>1.11 Grantee Signature</b> <i>Kerrie Diers</i>		<b>1.12 Name &amp; Title of Grantee Signor</b> Kerrie Diers, Executive Director	
<b>1.13 Acknowledgment: State of New Hampshire, County of <u>Hillsborough</u></b> On <u>11/19/12</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> (Seal) <i>Karen M. Baker</i>		<b>KAREN M. BAKER, Notary Public</b> My Commission Expires August 24, 2016	
<b>1.13.2 Name &amp; Title of Notary Public or Justice of the Peace</b> <i>KAREN M. BAKER - Notary Public</i>			
<b>1.14 State Agency Signature(s)</b> <i>Nicki V. Quira</i>		<b>1.15 Name/Title of State Agency Signor(s)</b> <i>TSB</i> Thomas S. Burack, Commissioner	
<b>1.16 Approval by Attorney General's Office (Form, Substance and Execution)</b> By: <i>[Signature]</i> Attorney, On: <u>12/28/12</u>			
<b>1.17 Approval by the Governor and Council</b> By: _____ On: <u>1/1</u>			

**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"), pursuant to RSA 21-O, 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 A (the scope of work being 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 in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the Effective Date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (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 B, attached hereto.

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

5.3 In accordance with the provisions set forth in EXHIBIT B, 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, compensation 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.

**7. RECORDS AND ACCOUNTS.**

7.1 Between the Effective Date and the date seven (7) years after the Completion Date 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, 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 or 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 general 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 such Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3 The Grant officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

**9. DATA; RETENTION OF DATA; ACCESS.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed 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, papers, 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 OF 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 or employee of the Grantee and no representative, officer of 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 interests 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, worker'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 A 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 of 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 AND BOND.**

17.1 The Grantee shall, at its sole 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 worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 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. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice has been received by the State.

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 or 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.

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.

## **Exhibit A Scope of Services**

The Nashua Regional Planning Commission (NRPC) shall perform the following tasks as described in the detailed proposal titled *Nashua Regional Stormwater Assistance Program* Project, revised version submitted by the NRPC on October 22, 2012:

**Objective 1:** Write a Water Quality Response Plan for Baboosic Lake.

Measures of Success: A Water Quality Response Plan that will address impairments impacted by the MS4

**Deliverable 1:** Baboosic Lake Water Quality Response Plan.

Task 1: Develop a comprehensive list of additional or modified Operations and Maintenance Program BMPs to address impairment causing pollutants.

Method: Provide appropriate municipal staff (DPW, Parks and Rec., etc, Amherst and Merrimack) with lists of Baboosic Lake drainage areas in the MS4 area and existing municipal O & M BMPs (catch basin cleaning, street sweeping, fertilizer use, leaf litter collection). Review and identify revisions to improve municipal stormwater management O&M related to the impairment.

Task 2: Identify specific recommendations for local stormwater regulations and enforcement procedures which will be more protective of surface water quality and will target reducing impairment causing pollutants.

Method: Review existing local land use regulations and enforcement programs for construction and development stormwater management. Identify recommended changes to local land use regulations, targeting BMPs effective at reducing impairment causing pollutants. Where applicable, recommendations should include: 1) targeting BMPs effective at reducing pollutants of concern in review of development/redevelopment stormwater management.

Task 3: Identify existing and develop additional specific recommendations for new or modified public education programs that target specific audiences which are likely contributing impairment causing pollutants to surface waters.

Method: Review existing outreach efforts and facilitate municipal staff and Baboosic Lake Improvement Association members through outreach planning (one meeting) to identify target audience contributing to impairment and most effective outreach program and messages leading to changes in behavior to reduce their contribution to the impairment. Planned outreach efforts should target behaviors associated within a contributing catchment area or areas for measurable results.

Task 4: Develop a comprehensive list of BMPs to be implemented in the next 5 years leading to disconnection of directly connected impervious area (DCIA) on municipal and/or properties with homeowners interested in participating in volunteer programs (downspout disconnection programs, residential rain garden programs, green roofs, and removal of unnecessary impervious area.)

Method: Meet with DES staff, municipal staff, and the Baboosic Lake Association to incorporate recommendations from existing Baboosic Lake Watershed Plan to identify targeted pollutants and receiving waters and preliminary source assessments. Identify planned BMPs outlined in the Watershed Plan to be implemented in the next five years in contributing catchments and assess and identify

additional volunteer homeowner BMPS, schedule for implementing BMPs, and description of monitoring and other assessment efforts. Work closely with municipalities to determine a realistic strategy to achieve maximum pollutant reduction within the five year timeframe. Continue to incorporate recommendations from existing plans and work that has already been completed. For new load reduction estimates needed, a site specific project plan will be prepared with assistance from NH DES.

Task 5: Identify prospective BMPs to be considered for implementation if the planned BMPs don't address the impairment and further reductions are necessary.

Method: Identify additional or modified BMPs as appropriate to address the impairment for the pollutant of concern, evaluate all properties identified as presenting retrofit opportunities that are within the drainage area of the impaired water.

Task 6: Compile the results of Tasks 1 to 5 into a Water Quality Response Plan for Baboosic Lake.

Method: Review existing water quality response plans to use as case studies, incorporate findings from Tasks 1-5 into plans. Provide draft plan, including maps and narrative, to town and DES staff for review. Incorporate changes.

**Objective 2:** Develop general methodology and template for writing Water Quality Response Plans  
Measures of Success: Methodology and template document that can be easily used as a guide by municipalities when writing their own Water Quality Response Plans.

**Deliverable 2:** Written documentation of Water Quality Response Plan development methodology and template.

Task 7: Create methodology document and plan outline template.

Method: Document steps taken to write Water Quality Response Plan, use Baboosic Lake Water Quality Response Plan to create an outline that other communities can use as a template when writing their own plans.

**Objective 3:** Share methodology on how to write Water Quality Response Plan through Stormwater Coalition.

Measures of Success: Number of municipalities participating in the session and number of municipalities planning to use the methodology in their Water Quality Response Plans.

**Deliverable 3:** Presentation on how to write Water Quality Response Plans, attendance list, resources posted on NRPC web site.

Task 8: Organize and deliver one presentation that teaches participants how to write Water Quality Response Plans.

Method: Invite member communities from across Nashua Region and the state, develop presentation, prepare supporting documents, post presentation and related documents to NRPC website for future use by municipalities

**Objective 4:** By December 31, 2013 work with NH DES to conduct one "Soak Up the Rain" pilot project at Baboosic Lake.

Measures of Success: Completion of one "Soak Up the Rain" project

**Deliverable 4:** One "Soak Up the Rain" pilot project summary report.

Task 9: Conduct preliminary outreach about "Soak Up the Rain" and identify stakeholders and organizations who will sustain the project

Method: Work with Baboosic Lake Improvement Association, municipal officials, and conservation commissions to determine local leaders interested in and capable of managing the project, hold public information session about "Soak Up the Rain" program and objectives, gather contact information from interested residents, work with stakeholders and local organizations to develop a strategy to ensure that this program continues beyond the pilot project.

Task 10: Identify specific site within pilot community and select appropriate project.

Method: Determine criteria and selection method for choosing property, contact residents identified during initial outreach, choose property based on criteria and selection method, select project appropriate for property based on past experience of successful projects and interests of property owner.

Task 11: Implement project.

Method: Work with property owner, local leaders, and DES staff to complete project, document progress, and continue public outreach throughout the process. Coordinate with DES to supply the training, materials, and installation costs. Document results in a summary report with photos, narrative, and pollutant load reduction estimates.

### **Additional Provisions of the Agreement**

#### **Quality Assurance**

All project activities which are to be guided by a Quality Assurance document such as a Quality Assurance Project Plan (QAPP) or Site Specific Project Plan (SSPP) must **not** begin prior to DES/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 outreach materials and reports produced for public distribution shall be reviewed and approved by DES prior to distribution and shall include the DES logo and the following citation: "Funding for this project was provided in part by a Water Quality Planning Grant from the NH Department of Environmental Services with Clean Water Act Section 604(b) funds from the United States Environmental Protection Agency".

#### **Operations and Maintenance**

Demonstration management practices implemented as agreed upon in the scope of services of this grant agreement and with grant funds under Section 604(b) Water Quality Planning 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 DES. The Grantee shall provide DES 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 604(b) funds similarly include the same condition in the sub-award. Additionally, both EPA and DES 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, DES may request a refund for that practice supported by the grant.

**Exhibit B**  
**Contract Price and Method of Payment**

All services shall be performed to the satisfaction of DES 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 A:

Upon completion and DES approval of Task 1	\$1,000
Upon completion and DES approval of Task 2	\$2,000
Upon completion and DES approval of Task 3	\$1,000
Upon completion and DES approval of Task 4	\$8,000
Upon completion and DES approval of Task 5	\$4,000
Upon completion and DES approval of Task 6	\$4,500
Upon completion and DES approval of Task 7	\$1,000
Upon completion and DES approval of Task 8	\$500
Upon completion and DES approval of Task 9	\$1,000
Upon completion and DES approval of Task 10	\$1,000
Upon completion and DES approval of Task 11	<u>\$1,000</u>
Total	\$25,000

Funding is provided through a Watershed Assistance Grant from the NH Department of Environmental Services with Clean Water Act Section 604(b) funds from the United States Environmental Protection Agency.

**Exhibit C**  
**Special Provisions**

If the date for commencement of Exhibit A precedes the Effective Date all services performed by Grantee between the commencement date and the Effective Date shall be performed at the sole risk of the Grantee and in the event that this Agreement does not become effective, the State shall be under no obligation to pay the Grantee for any costs incurred or services performed.

Subparagraph 1.7 of the General Provisions shall not apply to this Agreement.

Federal Funds paid under this agreement are from a Grant Agreement to the State from the US Environmental Protection Agency, 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) by providing DES with their Data Universal Numbering System (DUNS) number.

**Certificate of Authority**

I, Janet Langdell, Chair of the Nashua Regional Planning Commission (NRPC), do hereby certify that:  
*(Printed Name of Certifying Officer)*

(1) I am the duly elected Chair;

(2) at the meeting held on June 20, 2012, the NRPC voted to accept DES funds and to enter into a contract with the Department of Environmental Services;

(3) the NRPC further authorized the Executive Director to execute any documents that may be necessary for this contract; *(Office)*

(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 hereof; and

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

Kerrie Diers  
*(Printed name of officer authorized to sign)*

IN WITNESS WHEREOF, I have hereunto set my hand as the Chair of the NRPC, this 9<sup>th</sup> day of November 2012.

Janet A Langdell  
*(Signature of Certifying Officer)*

STATE OF NEW HAMPSHIRE

County of Hillsborough

On this the 9<sup>th</sup> day of November, before me Karen Baker the undersigned officer,  
*(Notary Public)*

Janet Langdell, personally appeared who acknowledged herself to be the Chair of the NRPC being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

Karen M. Baker  
*(Notary Public Signature)*

Commission Expiration Date: **KAREN M. BAKER, Notary Public**  
**My Commission Expires August 24, 2016**





The Executive Compensation Data requirements of the Federal Funding Accountability and Transparency Act (FFATA) do NOT apply to the Nashua Regional Planning Commission.



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<i>Participating Member:</i>	<i>Member Number:</i>	<i>Company Affording Coverage:</i>
Nashua Regional Planning Commission 9 Executive Park Drive Suite 201 Merrimack, NH 03054	519	NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2012	7/1/2013	Each Occurrence	\$ 2,000,000
			General Aggregate	\$ 2,000,000
			Fire Damage (Any one fire)	\$
			Med Exp (Any one person)	
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
<input type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>			Statutory	
			Each Accident	
			Disease – Each Employee	
			Disease – Policy Limit	\$
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible:

**Description:** For Stormwater Assistance Program. Interest of NH DES is included as Additional Covered Party for this project only. The certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered. The Participating Member will advise of cancellation no less than 10 days prior to cancellation.

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/>	Additional Covered Party	Loss Payee	Primex <sup>3</sup> – NH Public Risk Management Exchange
Department of Environmental Services 29 Hazen Dr. Concord, NH 03301				By: <i>Tammy Denver</i>
				Date: 11/8/2012    tdenver@nhprimex.org Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

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<i>Participating Member:</i>	<i>Member Number:</i>	<i>Company Affording Coverage:</i>
Nashua Regional Planning Commission 9 Executive Park Drive Suite 201 Merrimack, NH 03054	519	NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
<b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	\$
			General Aggregate	\$
			Fire Damage (Any one fire)	\$
			Med Exp (Any one person)	\$
<b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2012	1/1/2013	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease – Each Employee	\$2,000,000
			Disease – Policy Limit	\$
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	

**Description:** Proof of Primex Member coverage only.

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> – NH Public Risk Management Exchange</b>
			<b>By:</b> <i>Tammy Denver</i>
Department of Environmental Services 29 Hazen Dr. Concord, NH 03301			<b>Date:</b> 11/8/2012 tdenver@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

**Attachment A  
Budget Estimate**

<b>Budget Item</b>	<b>Grant Amount</b>
Salaries & Wages	\$20,716.63
Indirect cost of salary	\$4,143.33
Travel and Training	<u>\$140.04</u>
<b>Total Project Cost</b>	<b>\$25,000.00</b>

## Attachment B: 604(b) Water Quality Planning Grants Ranking

Organization	Project Name	Amount Requested	Reviewer 'A'	Reviewer 'B'	Reviewer 'C'	Reviewer 'D'	Reviewer 'E'	Total Score	Rank
Southwest Region Planning Commission	Nutrient Loading Study of Lake Warren, Alstead, NH	\$20,000	77	80	80	90	93	420	1
Lakes Region Planning Commission	Site-level Stormwater Planning and Education Program	\$37,602	65	77	63	60	70	335	2
Nashua Regional Planning Commission	Stormwater Assistance Program	\$28,000	83	78	75	48	48	332	3
Central NH Regional Planning Commission	Impervious Cover Mapping in the Upper Merrimack Watershed	\$18,500	80	77	58	58	57	330	Not Selected
Rockingham Planning Commission	MS4 Technical Assistance Program in the Exeter/Squamscott and Powwow River Watershed	\$18,500	75	69	52	57	48	301	Not Selected
Southern NH Planning Commission	A Watershed Management Plan for the Town of New Boston	\$40,000	65	65	55	50	40	275	Not Selected
Connecticut River Joint Commissions	Culvert Improvement Program Pilot Project	\$32,100	75	65	45	48	40	273	Not Selected
Upper Valley Lake Sunapee Regional Planning Commission	Outreach Plan for Waterfront Property Stewardship	\$19,700	70	56	44	55	45	270	Not Selected
Nashua Regional Planning Commission	Lower Merrimack River Continuity Assessment	\$8,000	50	72	45	40	61	268	Not Selected
Southwest Region Planning Commission	Lower Ashuelot River Ordinance Assistance	\$13,500	50	59	40	37	35	221	Not Selected
Strafford Regional Planning Commission	Identifying and Ranking Potential Sources or Threats along the Isinglass River	not provided	52	44	23	51	35	205	Not Selected
North Country Council	Engaging the Public as Stewards of the Ammonoosuc River	\$22,224	55	50	41	21	15	182	Not Selected

### Review Team Members

Name	Qualifications
Jacque Colburn	20 years experience, Lakes and Rivers Programs Coordinator, environmental planner and general project management
Jeff Marcoux	9 years experience, Watershed Assistance Specialist, grant and contract expertise
Tracie Sales	5 years experience, Assistant Watershed Planner, grant writing, project implementation and management
Sally Soule	13 years experience, Coastal Watershed Coordinator, project management, Coastal watershed expertise
Eric Williams	23 years experience, Watershed Assistance Section Supervisor, environmental planner, general project management expertise, WAS section and 319 program supervisor.