



DEPARTMENT OF ENVIRONMENTAL SERVICES



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Robert R. Scott, Commissioner

June 20, 2019

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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into an agreement with the Southwest Region Planning Commission, (VC # 155492) in the amount of \$80,000 to complete the *Spofford Lake Watershed-based Management Plan Implementation Phase 1: Watershed/ Shoreline Best Management Practices*, effective upon Governor and Council approval through December 31, 2021. 100% Federal Funds.

Funding is available in the account as follows: Funding for FY 20-21 is contingent upon continuing appropriation and availability of funding.

03-44-44-442010-2035-072-500575	<u>FY 2020</u>
Dept. Environmental Services, NPS Restoration Program, Grants-Federal	\$80,000

EXPLANATION

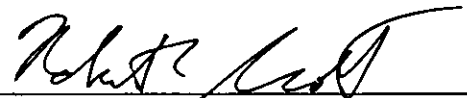
The Department of Environmental Services (NHDES) issued a Request for Proposals (RFP) for the 2019 Watershed Assistance Grants program. The nine proposals received were ranked based on the criteria included in the RFP: water quality improvement or protection; cost/benefit ratio; local capacity to complete the project; relative value or significance of the water body; and, general quality, and thoroughness of the proposal. Based on the results of the selection process and available federal grant funding levels, the six highest ranked implementation projects were selected to receive funding. Please see Attachment B for a list of project rankings and review team members.

Watershed Assistance Grants focus on the reduction of nonpoint source (NPS) pollution. NPS pollution occurs when rainfall, snowmelt, or irrigation water runs over land or through the ground, transporting materials which are then deposited into rivers, lakes, and coastal waters, or introduced into the groundwater. Pollutants can include chemicals, sediments, nutrients, and toxics which 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 programs address NPS pollution by promoting good land use practices on a watershed scale.

Spofford Lake is a Class A waterbody that is highly valued for its aquatic habitat and recreational use. However, the quality of Spofford Lake is threatened by low dissolved oxygen concentration, recent excessive plant growth in shallow littoral areas of the lake, and elevated chloride levels. A primary concern for Spofford Lake is current and future contributions of NPS, such as phosphorus, contained in stormwater runoff from the steep grades in the watershed and from the mid- to high-density development along the shoreline. Low dissolved oxygen in the lake has been attributed to a significant release of phosphorus from bottom sediment (internal loading) as evidenced by the large difference between lake bottom and lake surface phosphorus concentrations. The recently developed Spofford Lake Watershed Management Plan (WMP) identifies treating stormwater runoff from existing development as one of the primary methods of reducing phosphorus inputs and achieving the WMP goal. Working in partnership with the Spofford Lake Association, the Town of Chesterfield, Camp Spofford, the New Hampshire Department of Transportation (NHDT), landowners, technical consultants, and NHDES, the proposed project aims to implement stormwater controls at eleven sites, as well as coordinating two outreach presentations and one stormwater management workshop. Treating runoff at these eleven watershed and shoreline survey sites is estimated to meet 70% of the phosphorus reduction target in the WMP.

The total project costs are budgeted at \$133,360. The NHDES Watershed Assistance Grants program will provide \$80,000 (60%) of the project costs through a federal grant and the Southwest Region Planning Commission will provide the remaining costs through cash and in-kind services. A budget breakdown 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.



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Robert R. Scott, Commissioner

## GRANT AGREEMENT

**Subject: Spofford Lake Watershed-based Management Plan Implementation Phase 1: Watershed/ Shoreline Best Management Practices**

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

### GENERAL PROVISIONS

#### I. IDENTIFICATIONS AND DEFINITIONS

<b>1.1 State Agency Name</b> Department of Environmental Services		<b>1.2 State Agency Address</b> PO Box 95 Concord, NH 03302-0095	
<b>1.3 Grantee Name</b> Southwest Region Planning Commission		<b>1.4 Grantee Address</b> 37 Ashuelot Street Keene, NH 03431	
<b>1.5 Effective Date</b> Upon G&C approval	<b>1.6 Completion Date</b> December 31, 2021	<b>1.7 Audit Date</b> N/A	<b>1.8 Grant Limitation</b> \$80,000
<b>1.9 Grant Officer for State Agency</b> Stephen Landry, Watershed Assistance Section Supervisor		<b>1.10 State Agency Telephone Number</b> (603) 271-2969	
<b>1.11 Grantee Signature</b> <i>Tim Murphy</i>		<b>1.12 Name &amp; Title of Grantee Signor</b> <i>Tim Murphy, Executive Director</i>	
<b>1.13 Acknowledgment: State of New Hampshire, County of</b> On <u>5/23/2019</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>Rebecca J. Baldwin</i>			
<b>1.13.2 Name &amp; Title of Notary Public or Justice of the Peace</b> <i>Rebecca J. Baldwin, Notary Public</i> <i>My Commission Expires 9/5/2023</i>			
<b>1.14 State Agency Signature(s)</b>  <i>Robert R. Scott</i>		<b>1.15 Name/Title of State Agency Signor(s)</b>  Robert R. Scott, Commissioner	
<b>1.16 Approval by Attorney General's Office (Form, Substance and Execution)</b> By: <i>J. H. [Signature]</i> Attorney, On: <i>6/25/2019</i>			
<b>1.17 Approval by the Governor and Council</b> By: _____      On: <i>1 / 1</i>			

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 OR AGREEMENT.**

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. **EVENT OF DEFAULT; REMEDIES.**

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 failure to perform the Project satisfactorily or on schedule; or

11.1.2 failure to submit any report required hereunder; or

11.1.3 failure to maintain, or permit access to, the records required hereunder; or

11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

11.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement

and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and 11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

**12. TERMINATION.**

12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4 Notwithstanding anything in this Agreement to the contrary, either the State or except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. **CONFLICT OF INTEREST.** No officer, member or 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 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, 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 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 admissions 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 workers' 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 18.1 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 Southwest Region Planning Commission (SWRPC) will perform the following tasks as described in the proposal titled *Spofford Lake Watershed-based Management Plan Implementation Phase 1: Watershed/ Shoreline Best Management Practices* submitted December 7, 2018:

**Objective 1:** Complete project management and administration for grant execution.

Measure of Success: SWRPC has entered into a contract with a consulting firm, held project meetings, and submitted timely semi-annual progress reports and a final report to NHDES.

**Deliverable 1:** Executed contract between consulting firm and SWRPC; project meeting minutes; semi-annual progress reports, pollutants controlled reports (PCR) and a final report submitted to NHDES.

Task 1: Develop and issue request for qualifications (RFQ). Provide the draft RFQ to NHDES for review and approval prior to publication.

Task 2: Review responses to RFQ and select highest qualifications ranked consulting firm.

Task 3: Draft subcontract and send to NHDES for review and approval.

Task 4: Execute subcontract with consulting firm.

Task 5: Hold a project kick-off meeting with stakeholders and steering committee.

Task 6: Hold additional project meetings to facilitate task execution.

Task 7: 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

A pollutants controlled report must be completed and received by NHDES within one month following best management practice (BMP) implementation. 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 8: Submit Payment Requests to NHDES.

Task 9: Submit a comprehensive final report to NHDES on or before the project completion date. The final report shall include load reduction estimates, photo-documentation of installed BMPs, and comply with the NHDES and U.S. Environmental Protection Agency requirements found in the final report guidance document on the NHDES Watershed Assistance Section webpage.

Task 10: Execute project and contract management and coordination.

**Objective 2:** Develop a Site Specific Project Plan (SSPP).

Measure of Success: SWRPC receives an approval for the SSPP from NHDES. The SSPP covers any environmental data collection and pollutant load reduction modeling for installed BMPs.

**Deliverable 2:** Draft and final SSPP approved by NHDES.

Task 11: Complete draft SSPP and submit to NHDES for review.

Task 12: Complete final SSPP incorporating responses to any NHDES comments and submit the final version to NHDES for signatures. No work subject to the terms of the SSPP is to be completed prior to approval of the SSPP.

**Objective 3:** Develop draft and final Technical Assistance (TA) Reports for BMP implementation at project sites.

Measure of Success: Conceptual BMP designs, along with estimated cost of materials, for 11 project sites are reviewed and approved by NHDES and landowners.

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

Task 13: Conduct technical site visits. Technical site visits will include a discussion of observed stormwater issues with landowners and collection of field data on the size and source(s) of the stormwater issues for material cost and pollutant load reduction estimates.

Task 14: Complete draft conceptual BMP designs including specific materials and costs required to implement the BMP.

Task 15: Review and approve draft conceptual BMP designs; provide the designs to the landowners and NHDES for review and approval.

Task 16: Incorporate review comments to prepare the final conceptual BMP designs; distribute the finalized designs to the landowners and NHDES for final approval.

**Objective 4:** Meet procedural requirements and secure the legal authority to implement the proposed activities included in this proposal.

Measure of Success: All necessary permits, cost-share agreements, and Operation and Maintenance (O&M) plans are completed and on file with the Town of Chesterfield, NHDES, and landowners prior to implementation.

**Deliverable 4:** Copies of all necessary permits, cost-share agreements, and O&M plans submitted to the Town of Chesterfield, NHDES, and landowners.

Task 17: Draft and submit permit applications to appropriate agencies. No regulated activities to occur prior to receipt of permits.

Task 18: Draft and sign cost-share agreements with landowners.

Task 19: Draft O&M plans in coordination with landowners and NHDES. Submit final version of O&M to landowners for signature and provide final O&M to NHDES.

**Objective 5:** Improve the quality of Spofford Lake through implementation of stormwater controls.

Measure of Success: Final conceptual BMP designs are implemented at 11 project sites.

**Deliverable 5:** NPS Site Reports and Pollutants Controlled Reports submitted to NHDES for each BMP site.

Task 20: Complete site walk with the landowner and volunteers to review conceptual BMP designs.

Task 21: Construct BMPs - Wares Grove and North Beach. Track the Town of Chesterfield's work in completing construction of BMPs at Wares Grove and North Shore beaches, as well as related roadway runoff. Obtain and review match documentation related to this work. Complete photo documentation of BMP implementation for use in outreach materials and reports, and obtain any pre-construction measurements necessary from the sites to complete load reduction estimates (following SSPP).

Task 22: Construct BMPs - Camp Spofford. Coordinate with Camp Spofford to oversee construction of the proposed rain garden or equivalent on the Camp Spofford property, as detailed in the approved conceptual BMP design plans. Obtain and review match documentation related to this work. Complete photo documentation of BMP implementation for use in outreach materials and reports, and obtain any pre-construction measurements necessary from the sites to complete load reduction estimates (following SSPP). If products or services are procured for completion of the project, SWRPC will oversee procurement to ensure compliance with state and federal procurement rules.

Task 23: Construct BMPs - Lake Spofford Family Recreation. Coordinate with Lake Spofford Family Recreation to oversee construction of the proposed BMPs on their property, as detailed in the approved conceptual BMP design plans. Obtain and review match documentation related to this work. Complete photo documentation of BMP implementation for use in outreach materials and reports, and obtain any pre-construction measurements necessary from the sites to complete load reduction estimates (following SSPP). If products or services are procured for completion of the project, SWRPC will oversee

procurement to ensure compliance with state and federal procurement rules.

Task 24: Construct BMPs - Spofford Yacht Club. Coordinate with Spofford Yacht Club to oversee construction of the proposed BMPs on their property, as detailed in the approved conceptual BMP design plans. Obtain and review match documentation related to this work. Complete photo documentation of BMP implementation for use in outreach materials and reports, and obtain any pre-construction measurements necessary from the sites to complete load reduction estimates (following SSPP). If products or services are procured for completion of the project, SWRPC will oversee procurement to ensure compliance with state and federal procurement rules.

Task 25: Construct BMPs - B&K Beach Club. Coordinate with B&K Beach Club to oversee construction of the proposed BMPs on their property, as detailed in the approved conceptual BMP design plans. Obtain and review match documentation related to this work. Complete photo documentation of BMP implementation for use in outreach materials and reports, and obtain any pre-construction measurements necessary from the sites to complete load reduction estimates (following SSPP). If products or services are procured for completion of the project, SWRPC will oversee procurement to ensure compliance with state and federal procurement rules.

Task 26: Construct BMPs - Shoreline Sites. Coordinate with five shoreline property owners to oversee construction of the proposed BMPs on their property, as detailed in the approved conceptual BMP design plans. Obtain and review match documentation related to this work. Complete photo documentation of BMP implementation for use in outreach materials and reports, and obtain any pre-construction measurements necessary from the sites to complete load reduction estimates (following SSPP). If products or services are procured for completion of the project, SWRPC will oversee procurement to ensure compliance with state and federal procurement rules.

Task 27: Prepare NPS Site Reports detailing the process and outcome of the BMP construction and PCRs for each site. Load reduction calculations for the PCRs will follow the approved SSPP.

**Objective 6:** Provide public outreach and education on water quality protection.

Measure of Success: Three education/outreach events are held for watershed residents.

**Deliverable 6:** Summary materials of outreach events submitted to NHDES.

Task 28: Hold two watershed and nonpoint source pollution related outreach presentations for watershed residents. Provide presentation and outreach materials to NHDES for review prior to publication.

Task 29: Hold workshop on stormwater management at residential properties. Provide presentation and outreach materials to NHDES for review prior to publication.

Task 30: Coordinate with the Spofford Lake Association to track and document other eligible outreach and community activities related to watershed plan implementation, including activities such as SLA informational meetings, and Volunteer Lake Assessment Program related work.



**Exhibit B**  
**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. \$80,000 grant X 0.667 = \$53,360 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 A:

Upon completion and NHDES approval of Task	1	\$191
Upon completion and NHDES approval of Task	2	\$1,147
Upon completion and NHDES approval of Task	3	\$191
Upon completion and NHDES approval of Task	4	\$127
Upon completion and NHDES approval of Task	5	\$382
Upon completion and NHDES approval of Task	6	\$1,147
Upon completion and NHDES approval of Task	7	\$3,199
Upon completion and NHDES approval of Task	8	\$307
Upon completion and NHDES approval of Task	9	\$2,000
Upon completion and NHDES approval of Task	10	\$362
Upon completion and NHDES approval of Task	11	\$951
Upon completion and NHDES approval of Task	12	\$475
Upon completion and NHDES approval of Task	13	\$3,347
Upon completion and NHDES approval of Task	14	\$14,205
Upon completion and NHDES approval of Task	15	\$127
Upon completion and NHDES approval of Task	16	\$2,389
Upon completion and NHDES approval of Task	17	\$2,639
Upon completion and NHDES approval of Task	18	\$1,235
Upon completion and NHDES approval of Task	19	\$1,299
Upon completion and NHDES approval of Task	20	\$1,430
Upon completion and NHDES approval of Task	21	\$556
Upon completion and NHDES approval of Task	22	\$6,539
Upon completion and NHDES approval of Task	23	\$5,301
Upon completion and NHDES approval of Task	24	\$4,301
Upon completion and NHDES approval of Task	25	\$3,301
Upon completion and NHDES approval of Task	26	\$12,857
Upon completion and NHDES approval of Task	27	\$5,536
Upon completion and NHDES approval of Task	28	\$1,911
Upon completion and NHDES approval of Task	29	\$2,048
Upon completion and NHDES approval of Task	30	\$500
<b>Total</b>		<b>\$80,000</b>

## Exhibit C Special Provisions

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

Subparagraph 17.1.2 of the General Provisions shall be amended to read "general liability insurance, in amounts not less than \$1,000,000 per occurrence, \$2,000,000 aggregate; and".

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 # 66.460. 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 Data Universal Numbering System (DUNS) number. The Grantee's DUNS number is 073983926.

In addition to the General Provisions of Paragraph 1 through 23, the following provisions as 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, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific Federal requirements detailed in 2 CFR Part 200 Subpart E.

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.

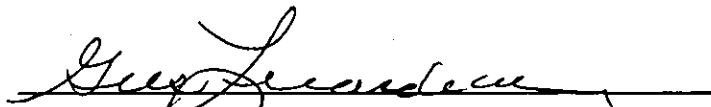
CERTIFICATE of AUTHORITY

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

- (1) I am the duly elected Vice-Chairman;
- (2) at the meeting held on April 9, 2019, the Southwest Region Planning Commission voted to accept NHDES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Southwest Region Planning Commission further authorized the Executive Director to execute any documents which may be necessary for this contract;
- (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (5) the following person has been appointed to and now occupies the office indicated in (3) above:

Tim Murphy

IN WITNESS WHEREOF, I have hereunto set my hand as the Vice-Chairman of the Southwest Region Planning Commission, this Twenty-Third day of May, 2019.


  
Gus Lerandeau, Vice-Chairman

STATE OF NEW HAMPSHIRE

County of Cheshire

On this the 23<sup>rd</sup> day of May, 2019, before me Rebecca I. Baldwin the undersigned officer, personally appeared Gus Lerandeau who acknowledged him/herself to be the Vice-Chairman of the Southwest Region Planning Commission 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.

  
Rebecca I. Baldwin, Notary Public

Commission Expiration Date: September 5, 2023  
(Seal)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/24/2019

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

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

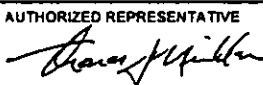
<b>PRODUCER</b> Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 603-352-2121      FAX (A/C, No): 603-357-8491 E-MAIL ADDRESS: csr24@clark-mortenson.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Southwest Region Planning Commission 37 Ashuelot St Keene NH 03431	<b>INSURER A:</b> Liberty Mutual Insurance Company      NAIC # 23043	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 1906686053      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			BZO58635807	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAO58635807	8/13/2018	8/13/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Certificate holder is listed as an additional insured with regards to General Liability when required by written contract.

<b>CERTIFICATE HOLDER</b>  NH Dept. of Environmental Services Attn: Jeffrey Marcoux PO Box 95 Concord NH 03302-0095	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/5/2019

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

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

<b>PRODUCER</b> Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431	<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): 603-352-2121      FAX (A/C, No): 603-357-8491 E-MAIL ADDRESS: csr24admin@clark-mortenson.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC # INSURER A : Liberty Mutual Insurance Company      23043 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
<b>INSURED</b> Southwest Region Planning Commission 37 Ashuelot St Keene NH 03431	<b>SOUTHWEST</b>	

COVERAGES      CERTIFICATE NUMBER: 86286108      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	82058835807	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$		BA058635807	8/13/2018	8/13/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				WC STATUTORY LIMITS    OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

<b>CERTIFICATE HOLDER</b> NH Dept. of Environmental Services Attn: Jeffrey Marcoux PO Box 95 Concord NH 03302-0095	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (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.

<b>Participating Member:</b> Southwest Region Planning Commission 37 Ashuelot Street Keene, NH 03431	<b>Member Number:</b> 566	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
<input type="checkbox"/> <b>General Liability (Occurrence Form)</b> <input type="checkbox"/> <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)	
<input type="checkbox"/> <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>	1/1/2019	1/1/2020	<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>
New Hampshire Department of Environmental Services P.O. Box 95 Concord, NH 03302			<b>By:</b> <i>Mary Beth Purcell</i>
			<b>Date:</b> 5/24/2019    mpurcell@nhprimex.org Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

# Business Information

## Business Details

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Business Name: SOUTHWEST REGION PLANNING COMMISSION, INC. Business ID: 45572

Business Type: Domestic Nonprofit Corporation Business Status: Good Standing

Business Creation Date: 09/15/1983 Name in State of Incorporation: Not Available

Date of Formation in Jurisdiction: 09/15/1983

Principal Office Address: 37 Ashuelot Street, Keene, NH, 03431, USA Mailing Address: 37 Ashuelot Street, Keene, 03431, USA

Citizenship / State of Incorporation: Domestic/New Hampshire

Last Nonprofit Report Year: 2015

Next Report Year: 2020

Duration: Perpetual

Business Email: NONE Phone #: NONE

Notification Email: NONE Fiscal Year End Date: NONE

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## Principal Purpose

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S.No	NAICS Code	NAICS Subcode
1	OTHER / REGIONAL PLANNING OFFICE	

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Page 1 of 1, records 1 to 1 of 1

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## Principals Information

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Name/Title	Business Address
THOMAS MULLINS / Secretary	20 CENTRAL SQUARE 2ND FLOOR, KEENE, NH, 03431, USA
Thomas Mullins / Chairman of the Board of Directors	37 Ashuelot Street, Keene, 03431, USA

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Page 1 of 1, records 1 to 2 of 2

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## Registered Agent Information

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Name: Not Available

Registered Office Address: Not Available

Registered Mailing Address: Not Available

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**Attachment A  
Budget Estimate**

<b>Budget Item</b>	<b>s319 Grant Funding</b>	<b>Non-Federal Matching Funds</b>	<b>Total Project Cost</b>
Salaries & Wages	\$14,950	\$4,600	\$19,550
Indirect costs	\$0	\$0	\$0
Travel and Training	\$550	\$0	\$550
Contractual	\$34,500	\$0	\$34,500
Supplies and Equipment	\$0	\$1,000	\$1,000
Construction	\$30,000	\$47,760	\$77,760
<b>Total Project Cost</b>	<b>\$80,000</b>	<b>\$53,360</b>	<b>\$133,360</b>

**Attachment B: 2019 Watershed Assistance and Restoration Grant Ranking**

Organization	Project Name	A	B	C	D	E	AVG	RANK by avg
Southwest Region Planning Commission	Spofford Lake Watershed Management Plan Implementation Phase I: Watershed/ Shoreline BMPs	8	10	5	8	9	86.6	1
Pleasant Lake Preservation Association	Pleasant Lake Watershed Restoration Plan Implementation Phase II: Rt 107 Inlet Subwatershed BMPs	7	9	6	10	8	86.4	2
Nippo Lake Association	Nippo Lake Watershed Management Plan: Implementation of Road, Residential and In-lake BMPs	9	7	8	9	5	86.2	3
Four Seasons Property Assoc.	Baboosic Lake Watershed Plan Implementation Phase 4: Four Seasons Beach Area BMPs	8	8	6	9	5	84.8	4
Lake Winnepesaukee Assoc.	Lake Winnepesaukee Watershed Management Plan Implementation Phase 1: BMPs in the Waukegan, Meredith Bay, and Moultonborough Bay Inlet subwatersheds	4	10	5	9	7	83.4	5
Town of Wolfeboro	Lake Wentworth/ Crescent Lake WMP Implementation Phase 4: shoreline and roadside BMPs	8	10	5	9	7	80.6	6
Acton Wakefield Watersheds Alliance	Salmon Falls Headwaters Watershed Management Plan Implementation Project – Phase 3: Residential NPS Pollution Reduction and Community Outreach	8	9	8	10	6	80.4	7
Southwest Regional Planning Assoc.	Lake Warren Watershed Management Implementation Phase 2: Stormwater BMPs	6	10	5	5	7	78.3	Not Selected
Town of Effingham	Province Lake Watershed Management Plan Implementation Phase 3: Lake Outlet Drainage Improvements – Bailey Road project	7	7	5	3	5	61.2	Not Selected

**Review Team Members**

Name	Qualifications
Steve Landry	21 years experience, Watershed Assistance Section Supervisor, project management, Merrimack watershed and fluvial geomorphology expertise
Jeff Marcoux	15 years experience, Watershed Coordinator, project management, grant and contract expertise
Sally Soule	21 years experience, Coastal Watershed Coordinator, project management, Coastal watershed expertise
Wendy Waskin	15+ years experience, Grants Specialist, budgeting, planning, project assistance expertise
Katie Zink	8 years experience, Watershed Assistance Specialist, surface and drinking water sampling, microbial expertise