



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



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July 5, 2022

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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into an agreement with the Southwest Region Planning Commission, Keene, NH, (VC #155492-8001) in the amount of \$64,000 to complete the *Swanzey Lake Watershed Management Plan, Swanzey, NH* project, effective upon Governor and Council approval through December 31, 2024. 100% Federal Funds.

Funding is available in the account as follows:

	<u>FY 2023</u>
03-44-44-442010-2020-072-500575	\$64,000
Dept. Environmental Services, Section 604 Planning, Grants – Federal	

EXPLANATION

Each year, NHDES receives funds under Section 604(b) of the EPA Clean Water Act, which must be granted to regional planning agencies for water quality planning projects. NHDES solicited proposals from each of the nine regional planning agencies in New Hampshire to submit scopes of services for projects supporting local efforts to address water quality outcomes.

Three regional planning agencies submitted letters of intent for one project each and one regional planning agency submitted two letters of intent. All five letters of intent were evaluated and ranked based on the following criteria: a) description of how the planning effort will be used to make progress toward implementation of corrective actions which will protect or restore water quality; b) success in addressing the water quality outcomes; c) a reasonable budget and timeline; d) a documented community need or opportunity; and, e) the level of public participation and commitment to the project. Based on the specified selection criteria and the amount of grant funding available, the highest ranked proposals were selected for funding. Please refer to Attachment B for review and ranking results, along with review panel members and affiliations.

Swanzey Lake is a 117-acre lake located entirely in the Town of Swanzey. It is an important recreational resource for the Town as well as the larger region of southwest New Hampshire. The 2019 Data Summary of the New Hampshire Volunteer Lake Assessment Program Individual Lake Report indicates that Swanzey Lake dissolved oxygen and dissolved oxygen saturation levels are "cautionary" or less than desirable for

supporting aquatic life. The report also notes that the historical water quality trend analysis indicates that conductivity values have been worsening over time. In-lake phosphorus concentrations have increased steadily since 2013.

A nine-element (a-i) watershed-based plan will be developed. To develop the plan, targeted investigations of critical priority areas will be conducted to identify specific pollution sources, determine pollutant load estimates, and calculate what pollutant reductions might be needed to achieve watershed water quality goals. Sub-watershed assessments will be conducted to determine the sites requiring mitigation for stormwater, erosion, infiltration, culvert upgrades, etc. A septic survey will also be conducted. An action plan will be created to identify and prioritize potential actions that can be instrumental in changing the current declining water quality trends. An outreach campaign will be developed to provide educational material to town officials, property owners within the watershed, and lake users.

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

We respectfully request your approval.

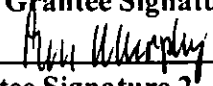

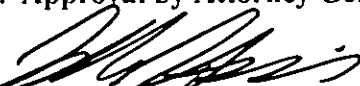


Robert R. Scott, Commissioner

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name Department of Environmental Services		1.2. State Agency Address PO Box 95 Concord, NH 03302-0095	
1.3. Grantee Name Southwest Region Planning Commission		1.4. Grantee Address 37 Ashuelot Street, Keene, NH 03431	
1.5. Grantee Phone # (603) 357-0557	1.6. Account Number 03-44-44-442010-2020-072-500575	1.7. Completion Date December 31, 2024	1.8. Grant Limitation \$64,000
1.9. Grant Officer for State Agency Stephen Landry, Watershed Assistance Section Supervisor		1.10. State Agency Telephone Number (603) 271-2969	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Tim Murphy, Executive Director	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s)	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: 		Assistant Attorney General, On: 7/12/2022	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

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

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

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

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. **RECORDS and ACCOUNTS.**

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions

8. **PERSONNEL.**

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

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

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

9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

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

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

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

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

11.1.2 Failure to submit any report required hereunder; or

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

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

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

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

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

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

12. **TERMINATION.**

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

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

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

12.4. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

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

Exhibit A
Special Provisions

Federal Funds paid under this agreement are from a Grant Agreement to the State from the 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) and has provided NHDES with their Unique Entity Identifier (UEI-SAM) number. The Grantee's UEI-SAM number is QTMUQ1V96G18.

Exhibit B
Scope of Services

The Southwest Regional Planning Commission will perform the following tasks as described in the proposal titled *Swanzy Lake Watershed Management Plan, Swanzy, NH* submitted January 14, 2022:

Objective 1: Preliminary project planning.

Measure of Success: Executed contract between Southwest Region Planning Commission (SWRPC) and consultant relative to the development of the Swanzy Lake Watershed Management Plan and associated project management tasks.

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

Task 1: Develop and issue RFQ for consultants relevant to their role in developing the Swanzy Lake Watershed Management Plan.

Task 2: Review responding consultant qualifications packages, rank them, and, if necessary, conduct interviews of top scoring firms.

Task 3: Invite top-ranked firm to negotiate a scope of work, time schedule and fee to complete the watershed management plan. If agreement cannot be achieved with the top ranked firm; selection committee begins negotiations with second ranked firm.

Task 4: Following NHDES approval, execute the contract between SWRPC and the selected consultant.

Task 5: Determine the Swanzy Lake Watershed Work Group members, secure a venue, announce the meeting, and host a kick-off meeting with all project stakeholders. It is anticipated that the Swanzy Lake Work Group will consist of (at minimum) two members of the Swanzy Conservation Commission, two members of the Swanzy Lake Association, a member of Town of Swanzy staff, and a member of SWRPC staff.

Objective 2: Develop a Site-Specific Project Plan (SSPP) for Swanzy Lake Watershed Management Plan.

Measure of Success: NHDES approved SSPP.

Deliverable 2: Signed SSPP by NHDES that addresses assimilative capacity, watershed pollutant load modeling, and best management practice (BMP)/nonpoint source pollution (NPS) load reductions.

Task 6: Coordinate with the consultant to determine which watershed and in-lake models will be used. Coordinate with the consultant and project team to develop a draft SSPP for NHDES review and comment.

Task 7: Edit the draft SSPP based on comments provided by NHDES and create final document for approval by NHDES. Distribute approved SSPP with completed signature page with full project team.

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

Measures of Success: The total assimilative capacity, reserve assimilative capacity, and remaining assimilative capacity for total phosphorus (TP) are calculated.

Deliverable 3: Calculation of the current in-lake water quality criteria for TP, and confirmation of designated use support or non-support for Swanze Lake.

Task 8: Obtain the available lake and tributary data for Swanze Lake from the NHDES Environmental Monitoring Database (EMD) and Volunteer Lake Assessment Program (VLAP) and determine if acceptable for use in assimilative capacity analyses.

Task 9: Analyze and process data gathered under Task 8 to determine current dissolved oxygen (DO) concentration/saturation as well as median TP and mean chlorophyll-*a* concentrations for Swanze Lake.

Task 10: Following the methodology in NHDES's 2020/2022 Consolidated Assessment and Listing Methodology (CALM), calculate how much assimilative capacity exists for TP loading into Swanze Lake before reserve capacity threshold is achieved and state nutrient criteria for an oligotrophic lake is exceeded.

Task 11: Analyze DO data to determine whether Swanze Lake supports the Aquatic Life Integrity designated use for Class B surface waters. If insufficient data exists, propose sampling plan that would obtain the data needed to make that determination.

Objective 4: Establish the water quality goal for TP in Swanze Lake.

Measures of Success: The water quality goal for TP will be formally approved by the Swanze Lake Work Group and NHDES.

Deliverable 4: Model outputs and justification memo to NHDES relative to development and documentation of the process for determination of in-lake TP goal for Swanze Lake.

Task 12: Discuss model outputs with stakeholders including consultant and NHDES and develop a process to establish the water quality goal for Swanze Lake.

Task 13: In consultation with the Swanze Lake Work Group and stakeholders, determine the desired water quality goal for Swanze Lake. Consider the TP goal and its effects on other water quality indicators including DO and chlorophyll- *a*. Document the process and water quality goal and provide documentation to NHDES.

Objective 5: Identify current and future pollution sources within Swanze Lake watershed (EPA Element a).

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

Deliverable 5: Watershed and lake response model outputs paired with summaries identifying current and future pollution source loads by land use type and source by sub-watershed for each parameter. Refined pollution source loads for each sub-watershed based upon site

specific knowledge using ground-truthing methods.

Task 14: Review existing septic system inspection/survey forms utilized in other New Hampshire watersheds and create Swanzey Lake Watershed Septic System Inspection or Evaluation Forms.

Task 15: Establish septic system study buffer zone for Swanzey Lake and tributaries, work with Swanzey Lake Association (SLA) District Representatives, SWRPC, and other volunteers to complete septic system surveys through interviews and site walks with homeowners.

Task 16: Create a spreadsheet or database tracking tool for inventorying septic system survey data and report findings to the consultant and Swanzey Lake Work Group.

Task 17: Determine the pollution sources and associated loads for each sub-watershed using the Lake Loading Response Model (LLRM) or other approved method as detailed in the SSPP. Submit the current annual pollution source load estimates to the Swanzey Lake Work Group for review.

Task 18: Teams from SWRPC and the consultant will lead ground-truthing and shoreline surveys of the watershed to verify GIS data layers and identify potential pollutant sources.

Objective 6: Estimate pollution reductions necessary to maintain the water quality goal and expected watershed conditions (EPA Element b).

Measures of Success: Pollution reductions are realistic, achievable, and approved by the Swanzey Lake Work Group.

Deliverable 6: Interim technical memo from the consultant with pollution load reductions presented to the Swanzey Lake Work Group.

Task 19: Complete GIS analysis of parameters such as land use coverages or orthophotos to determine watershed characteristics to the level of detail necessary to inform modeling and pollutant loading analysis.

Task 20: Develop a watershed build-out analysis to provide information sufficient to be used with watershed modeling scenarios.

Task 21: Using results from the watershed loading models, and the approved in-lake response models, in combination with empirical data, estimate in-lake TP concentration, DO concentration and saturation and report out to the Work Group for review. Include predictions for natural and various future build-out scenarios.

Task 22: Run additional watershed modeling scenarios including natural background, build-out under current zoning, near term, planned future development, and others, to determine if water quality goals can be met.

Task 23: Determine TP reductions, if any, needed to achieve the in-lake total phosphorus goal, or associated water quality goals, for current and predicted watershed build-out conditions.

Task 24: Publicize and hold a stakeholder meeting to provide a preliminary overview of the priority areas in the watershed where restoration actions may be needed. Solicit input from Stakeholders (e.g., road agent and others) to identify locally known problem sites.

Task 25: Coordinate with the consultant and SLA representatives to conduct sub-watershed assessments to determine sites requiring mitigation for stormwater, erosion, infiltration, culvert upgrades, riparian buffer establishment, etc. Sites will be on private and public property, documented with photos, site IDs, GPS coordinates, recommended BMP descriptions, design, construction, and maintenance cost estimates.

Task 26: Estimate the load reductions expected for the management measures described under EPA Element c in numbers sufficient to achieve or maintain the water quality goal.

Objective 7: Incorporate the EPA key elements (a-i) into the draft Swanzezy Lake Watershed Management Plan required to maintain the water quality goal and desired watershed condition.

Measures of Success: The draft Watershed Management Plan for Swanzezy Lake contains the nine key elements required by EPA and is available for public review and comment.

Deliverable 7: The draft Swanzezy Lake Watershed Management Plan is available for public comment.

Task 27: Estimate the amounts of technical and financial assistance required, the associated costs, sources and authorities that will be relied upon to implement the restoration measures outlined in the Swanzezy Lake Watershed Management Plan.

Task 28: Coordinate with the Swanzezy Lake Work Group to work collaboratively to generate an outreach and education component for restoration plan development and implementation that will engage watershed stakeholders early to ensure buy-in, raise awareness, and to develop a sense of watershed stewardship among residents.

Task 29: Review the current capacity of watershed stakeholders to engage in restoration plan implementation initiatives. Based upon those results, develop a realistic BMP implementation schedule that accounts for property access, funding, grant cycles, and priority.

Task 30: Develop and describe interim, measurable milestones for determining whether or not NPS management measures, BMPs, or other actions are being implemented successfully.

Task 31: Develop a tracking system that monitors implementation of BMPs throughout the watershed over time. Progress will be tracked with the NHDES watershed plan tracking spreadsheet, pollutants controlled reports, annual data reports provided through NHVLAP, and other mechanisms suggested by the selected consultant.

Task 32: Develop a set of criteria or statistical analyses that can be used to determine whether the TP and DO goals are being achieved over time and if substantial progress is being made towards attaining or maintaining designated uses. If not, the criteria for determining whether the Swanzezy Lake Watershed Management Plan implementations have been successful will need to be revised.

Task 33: Submit a draft Watershed Management Plan and maps to SLA, NHDES, and Swanzezy Lake Work Group for initial review and comment. Review existing town land use regulations and propose new regulations as needed.

Task 34: Hold a Public meeting where the consultant will present the draft watershed management plan, background information utilized to create the plan, and proposed implementation actions in the watershed. Solicit and document public input on the draft plan.

Objective 8: Publish the final Swanzezy Lake Watershed Management Plan.

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

Deliverable 8: Final public meeting documents and final Watershed Management Plan with all supporting documentation delivered to SWRPC, SLA, and NHDES.

Task 35: Coordinate with the consultant to address comments from the public and edit the plan accordingly as necessary to create the final version of the plan. Submit final version to SLA, NHDES, and Swanzey Lake Work Group for final review.

Task 36: Publish the Swanzey Lake Watershed Management Plan on project stakeholder websites and present the plan to the SLA at the annual meeting. The Plan will be written in compliance with the Americans with Disabilities Act (ADA) requirements.

Objective 9: 604(b) Grant reporting and documentation.

Measures of Success: NHDES approves semi-annual progress reports, final report, and all payment requests.

Deliverable 9: All final products delivered to the NHDES including reports and payment requests.

Task 37: SWRPC will 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

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 38: SWRPC will submit a comprehensive final report to NHDES on or before the project completion date. The final report shall comply with the NHDES and USEPA requirements found in the final report guidance document, including Americans with Disabilities Act (ADA) compliance on the NHDES Watershed Assistance Section webpage.

Exhibit C
Method of Payment and Contract Price

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

Upon completion and NHDES approval of Task	1	\$400
Upon completion and NHDES approval of Tasks	2-4	\$2,525
Upon completion and NHDES approval of Task	5	\$1,000
Upon completion and NHDES approval of Task	6	\$1,065
Upon completion and NHDES approval of Task	7	\$315
Upon completion and NHDES approval of Tasks	8-11	\$2,160
Upon completion and NHDES approval of Tasks	12-13	\$2,125
Upon completion and NHDES approval of Task	14	\$900
Upon completion and NHDES approval of Task	15	\$2,200
Upon completion and NHDES approval of Tasks	16-17	\$3,685
Upon completion and NHDES approval of Task	18	\$5,850
Upon completion and NHDES approval of Tasks	19-21	\$4,765
Upon completion and NHDES approval of Tasks	22-23	\$2,630
Upon completion and NHDES approval of Tasks	24-25	\$6,165
Upon completion and NHDES approval of Task	26	\$4,275
Upon completion and NHDES approval of Task	27	\$2,100
Upon completion and NHDES approval of Task	28	\$2,800
Upon completion and NHDES approval of Tasks	29-30	\$1,990
Upon completion and NHDES approval of Task	31	\$990
Upon completion and NHDES approval of Task	32	\$1,100
Upon completion and NHDES approval of Task	33	\$8,630
Upon completion and NHDES approval of Task	34	\$2,320
Upon completion and NHDES approval of Task	35	\$1,500
Upon completion and NHDES approval of Task	36	\$810
Upon completion and NHDES approval of Task	37	\$1,000
Upon completion and NHDES approval of Task	38	\$700
Total		\$64,000

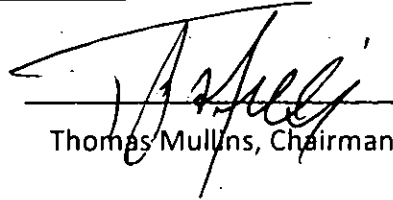
CERTIFICATE of AUTHORITY

I, Thomas Mullins, Chairman of the Southwest Region Planning Commission, do hereby certify that:

- (1) I am the duly elected Chairman;
- (2) at the meeting held on June 14, 2022, 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 Chairman of the Southwest Region Planning Commission, this 20th day of June, 2022.



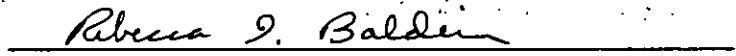
Thomas Mullins, Chairman

STATE OF NEW HAMPSHIRE

County of Cheshire

On this the 20th day of June, 2022, before me Rebecca I. Baldwin the undersigned officer, personally appeared Thomas Mullins who acknowledged him/herself to be the 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 COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

Participating Member: Southwest Region Planning Commission 37 Ashuelot Street Keene, NH 03431		Member Number: 566	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ 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	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.				

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
New Hampshire Department of Environmental Services P.O. Box 95 Concord, NH 03302			By: <i>Mary Beth Purcell</i>
			Date: 5/11/2022 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/11/2022

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

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

PRODUCER Clark Mortenson Insurance PO Box 606 Keene NH 03431	CONTACT NAME: CL Support Clark Mortenson PHONE (A/C, No, Ext): (803) 352-2121 FAX (A/C, No): (803) 357-8491 E-MAIL ADDRESS: clsupport@clark-mortenson.com
	INSURER(S) AFFORDING COVERAGE
INSURED Southwest Region Planning Commission Inc 37 Ashuelot St Keene NH 03431	INSURER A: Ohio Security Insurance Company NAIC # 24082
	INSURER B: Ohio Casualty Insurance Company 24074
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 22-23 Master COI **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 SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	BKS58835807	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>		BAO58635807	08/13/2021	08/13/2022	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 <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

NH Dept. of Environmental Services Attn: Andrea Bejtlich
 PO Box 95

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Concord

NH 03302

AUTHORIZED REPRESENTATIVE

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Attachment A
Budget Estimate

Budget Item	Grant Amount
Salaries & Wages	\$21,600.00
Contractual	\$41,550.00
Travel and Training	\$200.00
Printing/ Supplies	\$650.00
Total Grant Amounts	\$64,000.00

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

Organization	Project Name	Reviewer 'A'	Reviewer 'B'	Reviewer 'C'	Reviewer 'D'	Reviewer 'E'	Total Score	Avg. Score	Rank (by avg.)
SWRPC	Swansey Lake Watershed Management Plan	84	40	93	87	82	386	77.2	1
LRPC	Pemigewasset River Corridor Management Plan Update	77	73	70	84	78	382	76.4	2
SWRPC	Laurel Lake Watershed Management Plan	76	35	77	91	75	354	70.8	3
CNHRPC	Upper Merrimack Management and Implementation Plan Update	60		42	73	67	242	60.5	4
UVLSRPC	Integrated Watershed Model for Stream Crossing and Riparian Prioritization: A HUC12 Case Study	33	52	38	63	33	219	43.8	5

Review Team Members

Name	Qualifications
Jeffery Marcoux	18 years experience, Watershed Supervisor, project manager, grant and contract expertise
Katherine Zink	11 years experience, Watershed Assistance Specialist, surface and drinking water sampling, microbial expertise
Sally Soule	23 years grant management experience; currently serves as Coastal Watershed Supervisor with project management, watershed management expertise
Stephen Landry	Watershed Assistance Section Supervisor, 29 years experience, project management, and watershed management expertise
Tracie Sales	Rivers and Lakes Programs Manager, 9 years experience assisting volunteers with management plan implementation, 5 years experience writing grant applications and conducting water quality programs under funded grants.