



The State of New Hampshire  
**Department of Environmental Services**



**Clark B. Freise, Assistant Commissioner**

March 23, 2017

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) in the amount of \$26,850 to complete the *Spofford Lake Watershed-Based Management Plan*, effective upon Governor and Council approval through December 31, 2018. 100% federal funds.

Funding is available in the account as follows:

	<u>FY 2017</u>
03-44-44-442010-2020-072-500574	\$26,850
Dept. Environmental Services, Section 604 Planning, Grants – Federal	

EXPLANATION

Each year NHDES receives funds under Section 604(b) of the 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 to submit scopes of services for projects supporting local efforts to address water quality outcomes such as: 1) identifying the most cost effective and locally acceptable facility and nonpoint measures to meet and maintain water quality standards; 2) developing an implementation plan to obtain State and local financial and regulatory commitments to implement water quality plans; 3) determining the nature, extent, and causes of water quality problems in the State; and, 4) determining those publicly owned treatment works which should be constructed, taking into account the relative degree of effluent reduction attained and the consideration of alternatives to such construction.

Six planning agencies submitted letters of intent for one project each, and one planning agency submitted letters of intent for two projects. All seven letters of intent were evaluated and ranked based on the following criteria: a) a clear and concise project outcome statement including discussion of how this planning effort will be used to make progress toward implementation of corrective actions which will protect or restore water quality with respect to Clean Water Act assessments; b) success in addressing the water quality outcomes (numbers 1 through 4 above); 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 three highest ranked proposals were selected for funding. Please refer to Attachment A for project budget estimate and to Attachment B for review results and review panel member qualifications.

Spofford Lake is a 739 acre lake located entirely in the town of Chesterfield in southwestern New Hampshire. The 2017 Volunteer Lake Assessment Program Individual Lake report indicates that water quality is declining. The lake is currently on the List of Impaired Waters in New Hampshire for low dissolved oxygen concentration and saturation for the aquatic life designated use as defined by NHDES. There are also impairments for primary contact recreation due to elevated *E. coli* bacteria at some of the designated swim beaches.

This project includes activities that will help the local stakeholders develop a watershed plan that will inform and prioritize work toward their desired goal of protecting and restoring Spofford Lake. Targeted investigations of critical priority areas will be conducted to identify specific pollution sources, determine pollutant load estimates, and calculate desired pollution reductions. Sub-watershed assessments will be conducted to determine sites suitable for mitigation of stormwater, erosion controls, infiltration areas, culvert upgrades, or other stormwater management practices. A septic survey and outreach campaign will be developed to provide educational material to town officials, lake users, and property owners within the watershed. The watershed plan will provide a matrix of potential actions in top priority subwatersheds which, when implemented, will result in improved water quality, and progress toward restoration of this impaired water body.

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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Clark B. Freise, Assistant Commissioner

## GRANT AGREEMENT

Subject: Spofford Lake Watershed-based Management Plan, Phase I

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

### GENERAL PROVISIONS

#### 1. IDENTIFICATIONS AND DEFINITIONS

<b>1.1 State Agency Name</b> Department of Environmental Services		<b>1.2 State Agency Address</b> 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, 2018	<b>1.7 Audit Date</b> N/A	<b>1.8 Grant Limitation</b> \$26,850
<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>2/23/17</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 <del>Justice of the Peace</del></b> (Seal) <i>Rebecca J. Baldwin</i>			
<b>1.13.2 Name &amp; Title of Notary Public or <del>Justice of the Peace</del></b> <i>Rebecca J. Baldwin, Notary Public</i> <i>My Commission Expires 9/18/18</i>			
<b>1.14 State Agency Signature(s)</b> 		<b>1.15 Name/Title of State Agency Signor(s)</b> Clark B. Freise, Assistant Commissioner	
<b>1.16 Approval by Attorney General's Office (Form, Substance and Execution)</b> By: <i>Christopher Ali</i> Attorney, On: <i>3/27/17</i>			
<b>1.17 Approval by the Governor and Council</b> 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"), 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 of employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

**14. GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement, the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, 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 submitted September 23, 2016. Note that only a portion of the work included in the proposal is to be completed in this phase of the project; additional phases are anticipated:

**Objective 1:** Conduct all project management of the grant.

**Deliverable 1: All final products delivered to the New Hampshire Department of Environmental Services (NHDES) including subcontract documents, reports, invoices, and required match.**

Task 1: Following a competitive qualifications-based selection process, select a consultant firm and prepare a contract agreement between SWRPC and the consultant including scope of work. Submit all materials to NHDES for review and approval prior to publication and/or execution.

Task 2: Hold a kick-off meeting with stakeholders.

Task 3: Establish a Spofford Lake Steering Committee.

Task 4: Hold project meetings with the project team to ensure that project tasks and schedule are being met.

Task 5: Prepare invoices, and oversee the project through its entirety.

Task 6: 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.

**Objective 2:** Prepare a draft and final Site Specific Project Plan (SSPP) for the Spofford Lake Watershed-based Management Plan.

**Deliverable 2: A signed SSPP by NHDES that references the Generic Watershed Management Plan Quality Assurance Project Plan (QAPP) to address assimilative capacity, watershed load modeling, and Best Management Practice (BMP) nonpoint source pollution (NPS) pollutant load reductions.**

Task 7: Prepare and submit a draft SSPP to NHDES for review.

Task 8: Edit the draft SSPP based on comments provided by NHDES and create the final document for approval by NHDES. Share the approved SSPP with the full project team.

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

**Deliverable 3: A memo describing the calculation of the assimilative capacity for Spofford Lake, and confirmation of designated use support or non-support.**

Task 9: Gather existing lake and tributary data (including Volunteer Lake Assessment Program data) and determine if acceptable for use in the assimilative capacity analyses.

Task 10: Determine the historical and current median Total Phosphorus (TP), Dissolved Oxygen (DO) and Chlorophyll-a (Chlor-a) levels for Spofford Lake.

Task 11: Calculate how much assimilative capacity exists for pollutant loading into Spofford Lake before

reserve capacity threshold is achieved and the State nutrient criteria for an oligotrophic lake is exceeded.  
Task 12: Analyze DO data to confirm that Spofford Lake fails to support the Aquatic Life Designated Use for Class A surface waters.

**Objective 4:** Determine whether DO and temperature conditions are naturally occurring, and establish the water quality goal for phosphorus in Spofford Lake.

**Deliverable 4: Provide model outputs and justification memo to NHDES relative to development and documentation of the process for determination of the in-lake TP goal for Spofford Lake, and discussion of the relationship between the TP goal and the lake's DO impairments.**

Task 13: Establish process for determining the water quality goal (based on TP) including consideration and justification for that goal as it relates to the DO impairment.

Task 14: Hold facilitated meetings with the steering committee, other NHDES officials, and watershed stakeholders to agree upon the water quality goal for TP within Spofford Lake.

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

**Deliverable 5: Watershed and lake response model outputs paired with identification summaries of current and future pollution source loads by land use type and source by subwatershed for each parameter. Refined pollution source loads for each subwatershed based upon site specific knowledge using ground-truthing methods.**

Task 15: Develop survey/inspection forms and a parcel based GIS map of watershed to assess septic systems.

Task 16: Establish a septic system study buffer zone for Spofford Lake and tributaries, work with Spofford Lake Association (SLA) Representatives, SWRPC, and other volunteers to complete septic system surveys through personnel interviews and site walks with homeowners.

Task 17: Create a spreadsheet or database tracking tool for inventorying septic system survey data and report out findings to the consultant and the steering committee.

Task 18: Determine pollution sources and associated loads for each subwatershed using the Spreadsheet Tool for Estimating Pollutant Loads (STEPL) or other approved method as detailed in the SSPP. Submit the current, annual pollution source load estimates to the steering committee for review.

Task 19: Lead teams from SWRPC and the consulting firm to complete ground-truthing surveys of the watershed to verify GIS data layers.

Task 20: Using in-lake response models in combination with empirical data, estimate in-lake TP concentration, DO concentration and saturation, and report out to the steering committee for review.

Task 21: 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 target can be met.

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

**Deliverable 6: Interim technical memo from the consultant with pollution load reductions presented to the steering committee.**

Task 22: Determine the TP reductions needed, if any, to achieve the in-lake phosphorus goal for current and predicted watershed build-out conditions. Assess the implications that the various TP loading

scenarios will have on the lake's DO impairments.

Task 23: Coordinate with the consultant, the Town, and SLA representatives to select the top priority sub-watershed(s) and then conduct sub-watershed assessments to determine sites requiring mitigation for stormwater, erosion, infiltration, culvert upgrades, riparian buffer establishment, etc. Document sites with photos, site IDs, GPS coordinates, recommended BMP descriptions, design, construction, and maintenance cost estimates. Note: It is anticipated that the remaining subwatersheds will be covered in a future phase.

Task 24: Estimate pollutant load reduction for each site specific BMP identified in Task 23. Note: It is anticipated that additional load reduction estimates will be completed for sites identified in future phases.

**Objective 7:** Development of a draft Spofford Lake Watershed Management Plan incorporating the portion of the EPA key elements (a-i) developed under this phase of the project.

**Deliverable 7: Draft Spofford Lake Watershed-based Management Plan components provided for NHDES comment.**

Task 25: Generate an outreach and education component covering both the development, and implementation, phases of the plan that will engage watershed stakeholders early and often to ensure buy-in, raise awareness, and to develop a sense of watershed stewardship among residents.

Task 26: Compile the plan components which were completed in this Phase I of the project into a preliminary draft watershed-based management plan including watershed maps; review of existing town land use regulations; recommendations for new regulations and/or additional non-structural practices needed to attain water quality goals.

**Exhibit B**  
**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 A:

Upon completion and DES approval of Task	1	\$200
Upon completion and DES approval of Task	2	\$1,000
Upon completion and DES approval of Task	3	\$150
Upon completion and DES approval of Task	4	\$1,250
Upon completion and DES approval of Task	5	\$1,500
Upon completion and DES approval of Tasks	6	\$400
Upon completion and DES approval of Task	7	\$1,000
Upon completion and DES approval of Task	8	\$250
Upon completion and DES approval of Task	9	\$500
Upon completion and DES approval of Task	10	\$1,750
Upon completion and DES approval of Task	11	\$500
Upon completion and DES approval of Task	12	\$200
Upon completion and DES approval of Task	13	\$1,000
Upon completion and DES approval of Task	14	\$1,000
Upon completion and DES approval of Task	15	\$750
Upon completion and DES approval of Task	16	\$3,000
Upon completion and DES approval of Task	17	\$2,000
Upon completion and DES approval of Task	18	\$1,300
Upon completion and DES approval of Task	19	\$2,600
Upon completion and DES approval of Task	20	\$600
Upon completion and DES approval of Task	21	\$500
Upon completion and DES approval of Task	22	\$750
Upon completion and DES approval of Task	23	\$1,750
Upon completion and DES approval of Task	24	\$1,000
Upon completion and DES approval of Task	25	\$600
Upon completion and DES approval of Task	26	\$1,300
	<b>Total</b>	<b>\$26,850</b>

Contractor Initials fm  
Date 2-23-17

**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 # 66.454. 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 DES with their Data Universal Numbering System (DUNS) number. The Grantee’s DUNS number is 073983926.

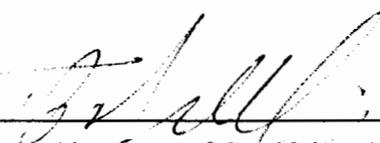
CERTIFICATE

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

- (1) I am the duly elected Chairman;
- (2) at the meeting held on November 15, 2016, the SWRPC voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the SWRPC 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  
(Printed name of officer authorized to sign)

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman of the SWRPC, this Twenty-Third day of February, 2017.

  
(Signature of Certifying Officer)

STATE OF NEW HAMPSHIRE  
County of Cheshire

On this the 23<sup>rd</sup> day of February, 2017, before me Rebecca I. Baldwin the undersigned officer,  
(Notary Public)

personally appeared Thomas Mullins who acknowledged himself to be the Chairman of the SWRPC 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 Signature)

Commission Expiration Date: September 18, 2018  
(Seal)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/20/2016

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).

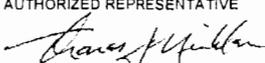
<b>PRODUCER</b> Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431	<b>CONTACT NAME:</b> _____
	<b>PHONE (A/C, No, Ext):</b> 603-352-2121 <b>FAX (A/C, No):</b> 603-357-8491 <b>E-MAIL ADDRESS:</b> csr24@clark-mortenson.com
<b>INSURED</b> SOUTHWEST Southwest Region Planning Commission 37 Ashuelot St Keene NH 03431	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>
	<b>INSURER A:</b> Liberty Mutual Insurance Company      0
	<b>INSURER B:</b> _____
	<b>INSURER C:</b> _____
	<b>INSURER D:</b> _____
	<b>INSURER E:</b> _____

**COVERAGES**      **CERTIFICATE NUMBER:** 1625399807      **REVISION NUMBER:** \_\_\_\_\_

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			BOP9242709	7/1/2016	7/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <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			BA9347331	8/13/2016	8/13/2017	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 \$ \$
	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	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> 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)  
Certificate holder is listed as Additional Insured

<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 



## CERTIFICATE OF COVERAGE

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

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

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

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

<i>Participating Member:</i> Southwest Region Planning Commission 37 Ashuelot Street Keene, NH 03431	<i>Member Number:</i> 566	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
<b>Type of Coverage</b>	<b>Effective Date (mm/dd/yyyy)</b>	<b>Expiration Date (mm/dd/yyyy)</b>	<b>Limits - NH Statutory Limits May Apply, If Not</b>
<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>	1/1/2016 1/1/2017	1/1/2017 1/1/2018	<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)
<b>Description:</b> 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>
State of New Hampshire Department of Environmental Services 22 Hazen Dr PO Box 95 Concord, NH 03302-0095			<b>By:</b> <i>Tammy Denver</i>
			<b>Date:</b> 12/20/2016    tdenver@nhprimex.org
			Please direct inquiries to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

**Attachment A  
Budget Estimate**

<b>Budget Item</b>	<b>Grant Amount FY17</b>
Salaries & Wages	\$6,628
Contractual	\$19,447
Travel and Training	\$200
Printing/ Supplies	<u>\$575</u>
<b>FY Total Grant Amounts</b>	<b>\$26,850</b>

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

Organization	Project Name	Reviewer 'A'	Reviewer 'B'	Reviewer 'C'	Total Score	Avg. Score	Rank (by avg.)
Southwest Region Planning Commission	Spofford Lake Watershed Plan	109	113	108	330	110.0	1
Lakes Region Planning Commission	Community Septic planning	81	97	96	274	91.3	2
Rockingham Planning Commission	Engagement and capacity for Powwow River	95	79	85	259	86.3	3
Southern NH Planning Commission	Green Parking Ordinance	67	92	93	252	84.0	4
Strafford Regional Planning Commission	Building capacity for watershed planning	70	80	89	239	79.7	5
Lakes Region Planning Commission	Squam Lakes Watershed Plan	78	57	76	211	70.3	6
Connecticut River Joint Commissions	Connecticut River Water Quality Education Toolkit	44	38	50	132	44.0	7

**Review Team Members**

Name	Qualifications
Sally Soule	15 years grant management experience; currently serve as Coastal Watershed Supervisor with project management, watershed management expertise
Jeff Marcoux	12 years experience, Watershed Supervisor, project manager, grant and contract expertise
Steve Landry	Watershed Assistance Section Supervisor, 15 years experience, project management, and watershed management expertise