



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

January 14, 2013

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

REQUESTED ACTION

Authorize the Department of Environmental Services to enter into an agreement with the Southwest Regional Planning Commission, Keene NH, (VC #155492) in the amount of \$40,800 to complete the *Lake Warren Nutrient Loading Study*, effective upon Governor and Council approval through September 30, 2015. 100% Federal Funds.

Funding is available in the account as follows:

	<u>FY 2013</u>
03-44-44-442010-2020-072-500574	\$40,800
Dept. Environmental Services, Section 604 Planning, Grants – Federal	

EXPLANATION

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

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

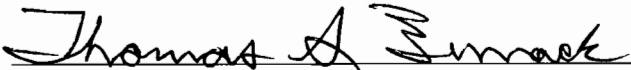
funding available, the three highest scoring proposals were selected for funding. Please refer to Attachment B for review results and review panel members.

Lake Warren and its entire watershed lie within the Town of Alstead. The Lake serves as an important local and regional resource for recreational activities. A significant amount of planning and data gathering has been completed already, including *The Comprehensive Lake Inventory and Management Plan of Lake Warren* which was recently produced by the Lake Warren Committee. Additionally, a water quality report was produced by the Cold River Local Advisory Committee. The results of that report identified areas of concern for the health of the Lake. Trends observed relative to long-term total phosphorous (TP), chlorophyll, and transparency suggest that overall water quality in the Lake is declining at a rate that is much faster than the natural progression of lakes and ponds of its size. These declines in water quality have resulted in impairments for aquatic habitat as defined by DES.

The proposed Nutrient Loading Study will take the results of the initial planning efforts and build upon them to produce a two phase report that will complete data analysis and develop a plan of action to address the water quality problems. The Phase I report will identify potential TP sources in the watershed, determine the relative TP contribution from each source, and assess the potential for load reduction from those sources. The Phase II report will discuss the results of the Phase 1 study and then develop water quality goals and an Action Plan detailing specific actions that will need to be undertaken to meet those goals. Finally, the results of the studies will be communicated with watershed stakeholders through printed materials and workshops to enlist local support for the Action Plan.

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.


Thomas S. Burack, Commissioner




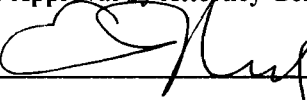
GRANT AGREEMENT

Subject: Lake Warren Nutrient Loading Study

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

GENERAL PROVISIONS

1. IDENTIFICATIONS AND DEFINITIONS

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301	
1.3 Grantee Name Southwest Regional Planning Commission		1.4 Grantee Address 20 Central Square, 2nd floor Keene, NH, 03431	
1.5 Effective Date Upon G&C approval	1.6 Completion Date September 30, 2015	1.7 Audit Date N/A	1.8 Grant Limitation \$40,800
1.9 Grant Officer for State Agency Eric Williams, Watershed Assistance Section Supervisor		1.10 State Agency Telephone Number 603-271-2358	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor Tim Murphy, Executive Director	
1.13 Acknowledgment: State of New Hampshire, County of <u>Cheshire</u> On <u>12 / 18 / 12</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2 Name & Title of Notary Public or Justice of the Peace Rebecca I. Baldwin, Notary Public My Commission Expires: 9/17/13			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Thomas S. Burack, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By:  Attorney, On: <u>130113</u>			
1.17 Approval by the Governor and Council 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 by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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

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

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

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

10. **CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

11.1.2 failure to submit any report required hereunder; or

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

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

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

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

Grantee notice of termination; and

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

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

12. TERMINATION.

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

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

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

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

13. CONFLICT OF INTEREST. No officer, member or employee of the Grantee and no representative, officer of employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement, the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee of Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall

survive the termination of this agreement.

17. INSURANCE AND BOND.

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice has been received by the State.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

Exhibit A

Scope of Services

The Southwest Regional Planning Commission (SWRPC) shall perform the following tasks as described in the detailed proposal titled *Lake Warren Nutrient Loading Study* Project, revised version submitted by the SWRPC on October 29, 2012:

Objective 1: Contract with environmental consulting firm to perform a Nutrient Loading Study

Measures of Success: Develop & issue Request for Qualifications for consultants to perform a Nutrient Loading Study

Deliverable 1: Provide DES with copies of all draft and final documents as outlined in Tasks 1 through 6 including solicitations, responses, and draft and final subcontracts documenting a selection process that complies with State and Federal procurement rules.

Task 1: Develop Request for Qualifications for consultant's role to conduct a Nutrient Loading Study. Submit draft documents to DES for review and approval prior to publication.

Task 2: Review and evaluate consultant qualifications.

Task 3: Select the most qualified consultant firm and prepare a contract agreement between SWRPC and the consultant including scope of work.

Task 4: Submit draft contract agreement to DES for review and approval.

Task 5: Following DES approval of the contract, execute the contract agreement with consulting firm.

Task 6: Hold a kick off meeting for the Nutrient Loading Study Project.

Objective 2: Preparation of Site Specific Project Plan (SSPP)

Measures of Success: SSPP is prepared and is approved by DES

Deliverable 2: Provide DES with an approved SSPP that documents how modeling and load reduction estimation will incorporate quality control procedures in accordance with the DES quality assurance plan.

Task 7: Coordinate with the consultant to prepare a SSPP for all of the data analysis, modeling and assessment aspects of the project.

Task 8: Submit SSPP to the Steering Committee and DES for review and comment

Task 9: Coordinate with the consultant to address comments on the draft SSPP and prepare final SSPP.

Task 10: Submit the final SSPP to DES for approval.

Objective 3: Identify current and future sources of pollution
Measures of Success: Pollution sources identified

Deliverable 3: Provide DES with a report identifying current and future pollution source loads by land use type and source group by subwatershed for each parameter.

Task 11: Initiate targeted investigations including windshield surveys, site visits, and mapping, of critical priority areas for TP management in the road drainage system.

Task 12: Review Alstead zoning ordinances and land use regulation using Community Viz or similar method to conduct a build-out analysis of the watershed.

Task 13: Coordinate with the consultant and DES to review methodologies and then conduct a septic system survey for septic systems bordering the lake shoreline.

Task 14: Coordinate with the consultant to conduct a survey of stormwater runoff from properties within 250-feet of the shoreline, and identify lot scale BMP opportunities.

Task 15: Coordinate with the consultant to identify and review stormwater and wastewater management practices at subwatershed properties.

Task 16: Coordinate with the consultant to prepare a Phase 1 Report that summarizes with maps, narratives, and graphics the results of the surveys and analyses of specific phosphorus sources identified, including the relative contributions of each and the potential for phosphorus load reduction.

Objective 4: Nutrient Load Evaluation

Measures of Success: Evaluation of the nutrient sources in the lake's watershed and estimation of the degree to which each source contributes to the lake over time.

Deliverable 4: Provide DES with a report showing the results of the nutrient load evaluation.

Task 17: Coordinate with the consultant and DES to choose a methodology and then calculate the hydraulic residence time and flushing rate of the lake.

Task 18: Coordinate with the consultant to complete a GIS-based nutrient loading study that will evaluate nutrient sources in the lake's watershed and estimate how much each source contributes to the lake over time. Incorporate historical concentration data as well as Phase I concentration and flow data. Account for any non-assessed sub-watersheds.

Task 19: Coordinate with DES and the consultant to develop targets for in-lake TP concentration, Secchi disk transparency and chlorophyll content based on desired lake uses, DES nutrient impairment criteria and the relation among these variables. To the extent possible, use relatively simple empirical or spreadsheet-based models calibrated to in-lake conditions. This may require the use of predictive models.

Task 20: Coordinate with the consultant to complete analysis and prepare Action Plan for reducing in-lake TP levels to meet water quality standards. Propose specific management actions for reducing in-lake TP levels based on results of studies and models used in previous tasks. Model predictions of in-lake TP concentrations in response to those actions. Prepare a report, including maps, narrative, and graphics describing the nutrient loading analysis and the specific management recommendations along with associated load reductions.

Objective 5: Outreach and Education

Measures of Success: Publication and distribution of informational materials; demonstration of community understanding of septic system and stormwater management; conduct workshop

Deliverable 5: Provide DES with documentation of coordinated activities and published materials to provide public awareness on stormwater management, septic system maintenance and low-cost funding for upgrades.

Task 21: Coordinate with DES and develop outreach materials and then distribute those materials to Lake Warren Association and property owners within the watershed, and conduct workshop.

Additional Provisions of the Agreement

Quality Assurance

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

Outreach Materials

All outreach materials and reports produced for public distribution shall be reviewed and approved by DES prior to distribution and shall include the DES logo and the following citation: "Funding for this project was provided in part by a Water Quality Planning Grant from the NH Department of Environmental Services with Clean Water Act Section 604(b) funds from the United States Environmental Protection Agency".

Operations and Maintenance

Demonstration management practices implemented as agreed upon in the scope of services of this grant agreement and with grant funds under Section 604(b) Water Quality Planning grant, shall be properly operated and maintained for the intended purposes during the life span of the project. The life span of a project shall be determined by the Grantee, tailored to the types of practices expected to be funded in this project, and agreed upon by DES. The Grantee shall provide DES with an engineering estimate of the design life of the best management practice(s) (BMPs), or in the case of small-scale BMPs which do not have a design life estimation completed by an engineer, the design life of that practice shall be estimated to be ten years.

Operation includes the administration, management, and performance of non-maintenance actions needed to keep the completed practice safe and functioning as intended. Maintenance includes work to prevent deterioration of the practice, repairing damage, or replacement of the practice to its original condition if one or more components fail. The Grantee shall assure that any sub-award of Section 604(b) funds similarly include the same condition in the sub-award. Additionally, both EPA and DES reserve the right to periodically inspect a practice during the life span of the project to ensure that operation and maintenance are occurring. If it is determined that the participants are not operating and maintaining these practices in an appropriate manner, DES may request a refund for that practice supported by the grant.

Grantee Initials: TU
Date: 12-18-12

Exhibit B
Contract Price and Method of Payment

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

Upon completion and DES approval of Objective 1	\$2,000
Upon completion and DES approval of Objective 2	\$1,600
Upon completion and DES approval of Objective 3	\$22,050
Upon completion and DES approval of Objective 4	\$14,150
Upon completion and DES approval of Objective 5	<u>\$1,000</u>
Total	\$40,800

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

Exhibit C
Special Provisions

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

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

Subparagraph 17.1.2 shall be changed to allow commercial general liability coverage of \$1,000,000 for each occurrence and \$2,000,000 general aggregate.

Federal Funds paid under this agreement are from a Grant Agreement to the State from the US Environmental Protection Agency, Water Quality Management Planning under CFDA # 66.454. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing DES with their Data Universal Numbering System (DUNS) number.

CERTIFICATE of AUTHORITY

I, 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 December 18, 2012, the Southwest Region Planning Commission voted to accept DES 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 18th day of December, 2012.



Thomas Mullins, Chairman

STATE OF NEW HAMPSHIRE

County of Cheshire

On this the 18th day of December, 2012, 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 17, 2013

(Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/19/2012

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).

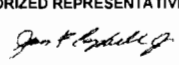
PRODUCER Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431		CONTACT NAME: Jane D. Hill PHONE (A/C,N o. Ext): 603-352-2121 E-MAIL ADDRESS: csr24@clark-mortenson.com FAX (A/C,N o.): 603-357-8491	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Peerless Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED	SOUTHWEST	CERTIFICATE NUMBER: 269991163	REVISION NUMBER:
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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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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		BOP9242709	7/1/2012	7/1/2013	EACH OCCURRENCE \$1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500000 MED EXP (Any one person) \$5000 PERSONAL & ADV INJURY \$1000000 GENERAL AGGREGATE \$2000000 PRODUCTS - COM/OP AGG \$2000000 \$
A	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 <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 \$		BA9347331	8/13/2012	8/13/2013	COMBINED SINGLE LIMIT (Ea accident) \$1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is listed as Additional Insured

CERTIFICATE HOLDER	CANCELLATION
NH Dept of Environmental Services Attn: Jeffrey Marcoux PO Box 95 Concord NH 03302-0095	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 (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.

<i>Participating Member:</i> Southwest Region Planning Commission 20 Central Square, 2nd Floor Keene, NH 03431	<i>Member Number:</i> 566	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not	
<input type="checkbox"/> 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)	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2012 1/1/2013	1/1/2013 1/1/2014	<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
Department of Environmental Services Attn: Jeffrey Marcoux PO Box 95 Concord, NH 03302			By: <i>Tammy Denver</i>
			Date: 12/20/2012 tdenver@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

**Attachment A
Budget Estimate**

Budget Item	Grant Amount
Salaries & Wages	\$11,175.00
Indirect cost of salary	\$3,210.00
Supplies	\$485.00
Travel and Training	\$180.00
Contractual	\$24,750.00
Construction	<u>\$1,000.00</u>
Total Project Cost	\$40,800.00

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

Organization	Project Name	Amount Requested	Reviewer 'A'	Reviewer 'B'	Reviewer 'C'	Reviewer 'D'	Reviewer 'E'	Total Score	Rank
Southwest Region Planning Commission	Nutrient Loading Study of Lake Warren, Alstead, NH	\$40,800	77	80	80	90	93	420	1
Lakes Region Planning Commission	Site-level Stormwater Planning and Education Program	\$37,602	65	77	63	60	70	335	2
Nashua Regional Planning Commission	Stormwater Assistance Program	\$28,000	83	78	75	48	48	332	3
Central NH Regional Planning Commission	Impervious Cover Mapping in the Upper Merrimack Watershed	\$16,500	80	77	58	58	57	330	Not Selected
Rockingham Planning Commission	MS4 Technical Assistance Program in the Exeter/Squamscott and Powwow River Watershed	\$18,500	75	69	52	57	48	301	Not Selected
Southern NH Planning Commission	A Watershed Management Plan for the Town of New Boston	\$40,000	65	65	55	50	40	275	Not Selected
Connecticut River Joint Commissions	Culvert Improvement Program Pilot Project	\$32,100	75	65	45	48	40	273	Not Selected
Upper Valley Lake Sunapee Regional Planning Commission	Outreach Plan for Waterfront Property Stewardship	\$19,700	70	56	44	55	45	270	Not Selected
Nashua Regional Planning Commission	Lower Merrimack River Continuity Assessment	\$8,000	50	72	45	40	61	268	Not Selected
Southwest Region Planning Commission	Lower Ashuelot River Ordinance Assistance	\$13,500	50	59	40	37	35	221	Not Selected
Strafford Regional Planning Commission	Identifying and Ranking Potential Sources of Threats along the Isinglass River	not provided	52	44	23	51	35	205	Not Selected
North Country Council	Engaging the Public as Stewards of the Ammonoosuc River	\$22,224	55	50	41	21	15	182	Not Selected

Review Team Members

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