



Robert R. Scott, Commissioner



69

July 21, 2023

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 Nashua Regional Planning Commission, Nashua, NH, (VC #154661-B001) in the amount of \$14,635 to complete the *Souhegan River Corridor Management Plan and E. coli Mitigation* project, effective upon Governor and Council approval through June 30, 2025. 100% Federal Funds.

Funding is available in the account as follows:

	<u>FY 2024</u>
03-44-44-442010-2035-072-500575	\$14,635
Dept. Environmental Services, Section 604 Planning, Grants – Federal	

EXPLANATION

NHDES requests approval to enter into a grant agreement for \$14,635 with the Nashua Regional Planning Commission (NRPC) to complete the Souhegan River Corridor Management Plan and *E. coli* Mitigation project. Each year, NHDES receives funds under Section 604(b) of the EPA Clean Water Act, which must be granted for water quality planning projects. In June 2022, NHDES solicited letters of intent with 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.

NHDES received eight letters of intent. All eight letters of intent were evaluated and ranked based on the following criteria: a) a clear and concise project outcome statement including discussion of how the 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 (#1 through #4 above); c) a reasonable budget and timeline; d) a documented community need or opportunity; e) the level of public participation and commitment to the project; f) the quality of proposal; h) consideration of the project’s impact on communities with environmental justice

concerns; and, i) the project's incorporation of changing environmental conditions (i.e., warmer surface water temperatures, more frequent and greater intensity storm events, etc.). 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 B for review and ranking results, along with review panel members and affiliations.

NRPC will work with stakeholders, including the Souhegan River Local Advisory Committee (SoRLAC) and Souhegan Watershed Association (SWA), to create the Souhegan River Corridor Management Plan. The plan will update the Souhegan River Watershed Management Plan published in 2006 and address ongoing risks to the river and human health; while meeting the requirements outlined in RSA 483:10. Multiple threats endanger the health of the Souhegan River and residents in the surrounding communities including *Escherichia coli* bacteria (*E. coli*) contamination, increased stormwater flows, new emerging contaminants, and changes in land-use. Combined, these issues may negatively impact water quality and human health. The Souhegan River Corridor Management Plan will provide a platform to address issues within the Souhegan River corridor. The plan will outline best management practices for sustaining a healthy Souhegan River that supports designated uses (swimming, fishing, aquatic life integrity, etc.).

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.

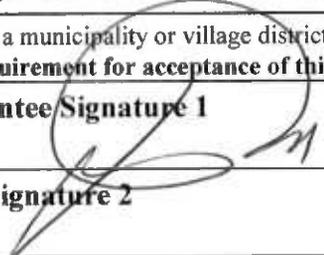


Robert R. Scott, Commissioner

GRANT AGREEMENT

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

I. 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 Nashua Regional Planning Commission		1.4. Grantee Address 30 Temple St, Suite 310, Nashua, NH 03060	
1.5. Grantee Phone # (603) 417-6578	1.6. Account Number 03-44-442010-2035-072-5005 75	1.7. Completion Date 06/30/2025	1.8. Grant Limitation \$ 14,635
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 Jay Minkarah, 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) Robert R. Scott, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: 		Assistant Attorney General, On: 7/13/23	
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 United States Environmental Protection Agency (U.S. EPA), 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 W9KWU1L2X4L1.

Exhibit B
Scope of Services

The Nashua Regional Planning Commission will perform the following tasks as described in the proposal titled *Souhegan River Corridor Management Plan Renewal*:

Objective 1: Complete a draft of the updated Souhegan River Corridor Management Plan
Measure of Success: The draft plan meets RSA 483:10 and reflects the current conditions of the Souhegan River corridor.

Deliverable 1: An ADA-compliant draft Souhegan River Corridor Management Plan.

- Task 1. Assess new construction, contamination sites, land cover changes, land use changes, etc. in the river corridor since 2006.
- Task 2. Review RSA 483:10 and, with stakeholder input, update and draft Plan sections to meet current requirements.
- Task 3. Summarize and explain relevant water quality test results and trends within the Souhegan River corridor and contributing subwatersheds.
- Task 4. Provide the draft plan and appendices to the Souhegan River Local Advisory Committee (SoRLAC) and NHDES for review and comment.

Objective 2: Translate technical data to develop recommendations to protect the Souhegan River.

Measures of Success: The prioritized list of best management practices (BMPs) takes previous BMP recommendations, available technical data, and stakeholder input into consideration.

Deliverable 2: Lists of non-structural and structural BMPs to implement to protect the river.

- Task 5. Collaborate with stakeholders to review previous lists of recommendations and identify any items that are still relevant.
- Task 6. Evaluate available technical data and impacts to watershed communities and river health.
- Task 7. Prepare a draft Souhegan River Best Management Practices appendix with stakeholder input.
- Task 8. Prepare and prioritize draft action items for SoRLAC.

Objective 3: Finalize the Souhegan River Corridor Management Plan.

Measures of Success: The Corridor Management Plan reflects the current conditions of the Souhegan River designated corridor.

Deliverable 3: The updated Souhegan River Corridor Management Plan is ADA-compliant.

- Task 9. Revise the draft plan and appendices according to feedback from SoRLAC and NHDES.
- Task 10. Deliver the final PDF of the plan and appendices to SoRLAC and NHDES.

Objective 4: Promote the plan to river corridor communities.

Measures of Success: Outreach materials and/or presentations have been delivered to all communities.

Deliverable 4: Outreach materials promoting the updated Souhegan River Corridor Management Plan.

Task 11. Create outreach materials targeting community residents and officials, explaining how and why the Souhegan River should be protected and the collective roles all stakeholders need to enact to achieve the goals established in the updated Corridor Management Plan.

Task 12. Distribute outreach materials and attend public meetings to inform corridor communities about the importance of adopting the Plan.

Objective 5: Conduct project management and submit all required reports to NHDES.

Measures of Success: Project management activities are conducted and reports are submitted to NHDES.

Deliverable 5: Financial documentation, semi-annual progress reports, and final report are submitted to NHDES.

Task 13. Conduct project management including submittal of financial documents such as payment requests and match and procurement documentation; communicate with NHDES and other project partners as needed; conduct other activities required for grant management.

Task 14. 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

If 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 15. Submit a comprehensive final report to NHDES on or before the project completion date. The final report shall comply with NHDES and USEPA requirements found in the final report guidance document, including 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	\$1,100
Upon completion and NHDES approval of Task	2	\$3,000
Upon completion and NHDES approval of Task	3	\$2,000
Upon completion and NHDES approval of Task	4	\$1,000
Upon completion and NHDES approval of Task	5	\$400
Upon completion and NHDES approval of Task	6	\$400
Upon completion and NHDES approval of Task	7	\$600
Upon completion and NHDES approval of Task	8	\$900
Upon completion and NHDES approval of Task	9	\$500
Upon completion and NHDES approval of Task	10	\$2,000
Upon completion and NHDES approval of Task	11	\$750
Upon completion and NHDES approval of Task	12	\$1,300
Upon completion and NHDES approval of Task	13	\$85
Upon completion and NHDES approval of Task	14	\$100
Upon completion and NHDES approval of Task	15	\$500
	Total	\$14,635

CERTIFICATE OF AUTHORITY

I, Timothy Tenhave, Chair of the Nashua Regional Planning Commission, do hereby certify that:

(1) I am the duly elected Chair;

(2) at the meeting held on June 21, 2023, the Nashua Regional Planning Commission voted to accept NHDES funds and to enter into a contract with the Department of Environmental Services;

(3) the Nashua Regional 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 of the grant to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this certificate hereof; and

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

Jay Minkarah

IN WITNESS WHEREOF, I have hereunto set my hand as the Chair of the Nashua Regional Planning Commission, this 21 day of June, 2023.



Timothy Tenhave, Chair



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: Nashua Regional Planning Commission 30 Temple Street Suite 310 Nashua, NH 03060	Member Number: 519	Company Affording Coverage: 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 checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2023	7/1/2024	Each Occurrence	\$ 2,000,000
				General Aggregate	\$ 10,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
<input checked="" type="checkbox"/>	Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2023	7/1/2024	Combined Single Limit (Each Accident)	\$5,000,000
				Aggregate	\$5,000,000
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> Statutory	
				Each Accident	\$2,000,000
				Disease – Each Employee	\$2,000,000
				Disease – Policy Limit	
<input checked="" type="checkbox"/>	Property (Special Risk includes Fire and Theft)	7/1/2023	7/1/2024	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000

Description: Proof of Primex Member coverage only. Pollution and hazardous waste related liabilities, expenses and claims are excluded from coverage in the coverage document.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
State of NH Department of Environmental Services 29 Hazen Drive, P.O. Box 95 Concord, NH 03302-0095			Date: 6/20/2023 mpurcell@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 Funding
Salaries & Wages	\$12,464
Contractual	\$0
Travel and Training	\$211
Supplies	\$235
Indirect Costs	\$1,725
Total Grant Amounts	\$14,635

Attachment B:

604(b) Water Quality Planning Grants Ranking

Organization	Project Name	Reviewer							Avg	Rank by avg
		A	B	C	D	E	F	G		
Halfmoon Lake Association	Halfmoon Lake Watershed-Based Management Plan Development	89	89	95	91	86	88	92	90	1
Big Pea Porridge Watershed Preservation Association	Banfield Brook Subwatershed Management Plan Development	91	88	88	88	72	88	97	87	2
Nashua Regional Planning Commission	Souhegan River Corridor Management Plan and E. coli Mitigation	78	88	77	83	91	81	90	84	3
Strafford Regional Planning Commission	Cocheco River Management Plan	80	81	86	85	82	80	80	82	4
Strafford Regional Planning Commission	Milton Three Ponds Lake Watershed-based Plan	88	71	72	90	82	73	81	79	5
Southwest Region Planning Commission	Ashuelot River A-I Alternate Watershed Management Plan	70	65	83	76	71	72	71	73	6
Kezar Lake Protective Association	Kezar Lake Watershed-based Plan	68	83	73	84	57	56	78	71	7
Southwest Region Planning Commission	Laurel Lake Watershed Management Plan	70	82	75	86	46	33	72	66	8

Review Team Members

Name	Qualifications
Jeffery Marcoux	19 years experience, Watershed Supervisor, project manager, grant and contract expertise
Katherine Zink	12 years experience, Watershed Assistance Specialist, surface and drinking water sampling, microbial expertise
Sally Soule	24 years grant management experience; currently serves as Coastal Watershed Supervisor with project management, watershed management expertise
Stephen Landry	Watershed Assistance Section Supervisor, 30 years experience, project management, and watershed management expertise
Tracie Sales	Rivers and Lakes Programs Manager, 10 years experience assisting volunteers with management plan implementation, 6 years experience writing grant applications and conducting water quality programs under funded grants.
Nisa Marks	Watershed Coordinator, 12 years experience including work on grants and ecological restoration. Role includes work with volunteers on both rivers and lakes.
Anrea Bejtlich	4 years experience, Watershed Specialist, surface and drinking water sampling, grant management expertise.