

KAM



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

5K



November 8, 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 amend an agreement (PO # 1080420) with the Nashua Regional Planning Commission, Nashua, NH, (VC #154661-B001) for the *Water Quality Protection Plan for Robinson Pond, Hudson, NH* project by extending the completion date to August 31, 2024, from December 31, 2023, effective upon Governor and Council approval through August 31, 2024. The original agreement was approved by the Governor and Council on June 30, 2021, Item #141. This is a no-cost time extension. 100% Federal Funds.

EXPLANATION

NHDES requests approval of a no-cost time extension amendment for the Nashua Regional Planning Commission (NRPC) to provide additional time to complete the Water Quality Protection Plan (WQPP) for Robinson Pond in Hudson, NH. Additional time is needed to integrate data collected during the 2023 sampling season into the WQPP. During development of the WQPP, it was determined that additional samples from the 2023 sampling season were critical in constructing and further calibrating the plan's pollutant load reduction and response models. The additional time will allow for the 2023 lab results to be reported to the NRPC, checked for quality assurance, and then integrated into the plan's models. The inclusion of this newer data will allow the WQPP to be as complete, accurate, and current as possible.

In 2020, NHDES solicited proposals for federal funds under Section 604(b) of the EPA Clean Water Act for water quality planning projects. The highest ranked proposals were selected for funding. Robinson Pond is an 88-acre pond within an 1,100-acre watershed and home to the town swimming beach, boat launch, and picnic area. It is an important and popular natural resource for the residents of Hudson, NH. The pond is affected by consistently high and worsening levels of nutrient pollution which contributes to conditions that promote algal and cyanobacteria levels that exceed water quality thresholds. This plan will specifically address these issues in a holistic, watershed-level planning manner, including estimates of pollutant loads from various sources, particularly phosphorus, and recommendations on management actions to reduce loading, and lay out an action plan for success.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2

Ultimately, the goal is to help reach the Pond's potential for restoration and sustained protection into the future. To date, \$27,310 has been spent of the original \$39,160 grant award.

In the event that federal funds become no longer available, general funds will not be requested to support this program.

The amendment has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval of this item.


for Robert R. Scott, Commissioner

Agreement for Services with Nashua Regional Planning Commission
Amendment No. 1

This Agreement (hereinafter called the "Amendment") dated this 24th day of Oct, 2023, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the "State") and the Nashua Regional Planning Commission (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council on June 30, 2021, item # 141 the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, The Grantee and the State have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:

(A) The completion date as set forth in Paragraph 1.7 of the Agreement shall be changed from December 31, 2023 to August 31, 2024.

2. Effective Date of Amendment: This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.

3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

Nashua Regional Planning Commission

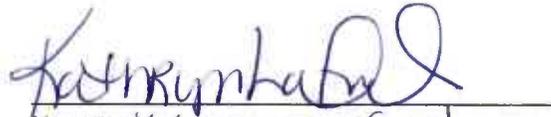
By


Jay Minkarah, Executive Director

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this the 24th day of OCT, 2023 before the undersigned officer, personally appeared Jay Minkarah, Executive Director, who acknowledged himself to be the person who executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Name: Kathryn Lafond
Notary Public/ Justice of the Peace
My Commission Expires: 10/19/23

KATHRYN R. LAFOND, Notary Public
My Commission Expires December 19, 2023

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By Susan Carlson, CVO
for Robert R. Scott, Commissioner

Approved by Attorney General this 15th day of November, 2023

As to form, substance +
execution.

OFFICE OF ATTORNEY GENERAL

By 

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 24th day of Oct 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.

<i>Participating Member:</i> Nashua Regional Planning Commission 30 Temple Street Suite 310 Nashua, NH 03060		<i>Member Number:</i> 519	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input 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)	\$2,000,000
			Aggregate	\$10,000,000
<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
State of NH Department of Environmental Services 29 Hazen Drive, P.O. Box 95 Concord, NH 03302-0095			By: <i>Mary Beth Purcell</i>
			Date: 10/20/2023 / mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Attachment C
Copy of Original Agreement



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

June 16, 2021

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

APPROVED G & C

DATE 30 June 2021
 ITEM # 141

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 \$39,160 to complete the *Water Quality Protection Plan for Robinson Pond, Hudson, NH* project, effective upon Governor and Council approval through December 31, 2023. 100% Federal Funds.

Funding is available in the following account.

03-44-44-442010-2020-072-500574

FY 2021
 \$39,160

Dept. Environmental Services, Section 604 Planning, Grants – Federal

EXPLANATION

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

Five regional planning agencies submitted letters of intent for one project each, and one regional planning agency put in two letters of intent. 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 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; and, e) the level of public participation and commitment to the project. Based on the specified selection criteria and the amount of grant funding available, the highest ranked

www.des.nh.gov

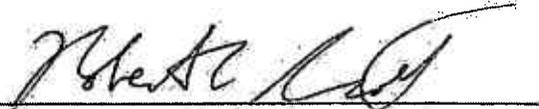
29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
 (603) 271-3503 • Fax: 271-2867 • TDD Access: Relay NH 1-800-735-2964

proposals were selected for funding. Please refer to Attachment B for review and ranking results, along with review panel members and affiliations.

Robinson Pond is an 88-acre pond within an 1,100-acre watershed. Robinson Pond is home to the town swimming beach, boat launch, and picnic area. It is an important and popular natural resource for the residents of Hudson, NH. An extensive trail system and wildlife sanctuary exist adjacent to the pond. Despite the best efforts of the conservationists, active volunteer water quality monitors, and a citizens group working on behalf of the pond's health, historic trend analysis indicates the pond is affected by consistently high and worsening levels of nutrient pollution which contributes to conditions that promote algal and cyanobacteria levels that exceed water quality thresholds. This plan will specifically address these issues in a holistic, watershed-level manner. Specifically, the plan will estimate pollutant loads from various sources, particularly phosphorus, and make recommendations on management actions to reduce loading, and lay out an action plan for success. Ultimately, the goal is to help reach the Pond's potential for restoration and sustained protection into the future.

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 of this item.



Robert R. Scott, Commissioner

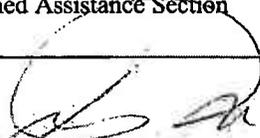
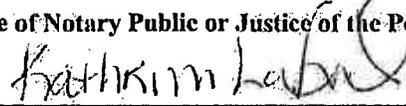
GRANT AGREEMENT

Subject: Water Quality Protection Plan for Robinson Pond, Hudson, NH

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 PO Box 95 Concord, NH 03302-0095	
1.3 Grantee Name Nashua Regional Planning Commission		1.4 Grantee Address 30 Temple Street, Suite 310 Nashua, NH 03060	
1.5 Effective Date Upon G&C approval	1.6 Completion Date December 31, 2023	1.7 Audit Date N/A	1.8 Grant Limitation \$39,160
1.9 Grant Officer for State Agency Stephen Landry, Watershed Assistance Section Supervisor		1.10 State Agency Telephone Number (603) 271-2969	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor Jay Minkewich, Executive Director	
1.13 Acknowledgment: State of New Hampshire, County of <u>Hillsborough</u> On <u>5/13/21</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 CATHERINE R. LAFOND, Notary Public Commission Expires December 19, 2023			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Robert R. Scott, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By:  Attorney, On: <u>6/15/2021</u>			
1.17 Approval by the Governor and Council By: _____ On: <u> / /</u>			

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, 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 Nashua Regional Planning Commission (NRPC) will perform the following tasks as described in the proposal titled *Water Quality Protection Plan for Robinson Pond, Hudson, NH* submitted January 28, 2021:

Objective 1: Program Development, Management, and Outreach.

Measure of Success: Complete PowerPoint slide deck and other outreach materials, robust meeting attendance, supportive board action(s) by vote.

Deliverable 1: Provide NHDES with draft and final copies of outreach materials produced. Provide semiannual and final reports.

Task 1: Review existing outreach materials and information, PowerPoint presentations, posters, handouts, and develop a strategy to present the project outcomes including the Best Management Plan (BMP) matrix to stakeholders.

Task 2: Complete event advertising and coordination and hold a kickoff meeting.

Task 3: Hold a mid-level project update meeting.

Task 4: Hold a project meeting for presentation of draft deliverables.

Objective 2: Following State and Federally approved procurement requirements, NRPC hires contractor to provide professional assistance with project elements.

Measure of Success: Contractor is hired.

Deliverable 2: NHDES has draft and final Request for Qualifications (RFQ) and contract on file.

Task 5: Work with NHDES staff to develop Request for Qualifications (RFQ) to select the contractor.

Task 6: Work with NHDES staff to finalize the RFQ and then publish the RFQ using the State's Purchase and Property webpage.

Task 7: Following the criteria and methodology detailed in the RFQ, select the most qualified contractor, negotiate scope and cost, and enter into a contract (provide draft contract to NHDES for review and approval prior to execution).

Objective 3: Develop Watershed Plan Elements: focusing on integration of existing elements of the Total Maximum Daily Load (TMDL), using the TMDL to develop a watershed plan-type of BMP matrix, implementation of which would result in load reductions sufficient to achieve the loading goals established in the TMDL.

Measures of Success: Completed BMP actions document that is available and useful to stakeholders including the municipality.

Deliverable 3: Provide NHDES with draft and final copies of all planning and resulting documents as described in the Tasks below.

Task 8: Coordinate with the selected consultant to develop a list of existing materials for review (the TMDL, septic system information, the MS4 permit, trophic surveys, VLAP data, etc.), and

determine the usefulness of that information for developing this water quality plan.

Task 9: Coordinate with the selected consultant to develop a Site Specific Project Plan (SSPP) to provide quality assurance documentation for the load reduction estimation portion of the project. Obtain template and guidance from NHDES. Submit the SSPP to NHDES for review and approval.

Task 10: Coordinate with the selected consultant to complete field work, GIS investigations, consultation with local experts (e.g., DPW) and/or other activities necessary to identify locations and actions needed to reduce pollution (structural and non-structural). Provide regular updates and draft documents to NHDES for review and approval.

Task 11: Estimate costs, and required authority/permissions for implementation of the recommended BMP actions.

Task 12: Use approved load reduction models or the EPA Region 1 BMP performance curves in the 2017 NH MS4 permit to estimate load reductions following methodologies outlined in the permit (data collection or manipulation activities must be covered by the approved SSPP). Provide regular updates and draft documents to NHDES for review and approval.

Task 13: Compile the collected information to create a BMP matrix.

Task 14: Review the existing MS4 permit and the completed BMP matrix to ensure utility of the water quality plan for MS4 compliance. If components are not met, identify and/or develop them. Crosswalk plan with TMDL and extract relevant information from TMDL to fulfill elements 'a' and 'b' as per the EPA guidance for developing nine element watershed plans.

Task 15: Compile materials produced in this project to develop a document providing context and explanation for the BMP matrix. Base the structure and content of the document upon the outcomes of outreach tasks and coordination with stakeholders including the municipality.

Objective 4: The NRPC prepares and submits all required reports to NHDES.

Measures of Success: Timely semi-annual progress reports and the final report submitted to NHDES is approved.

Deliverable 4: Semi-annual progress reports and final report on file with NHDES.

Task 16: Submit electronic semi-annual reports documenting all work performed during the project periods as follows:

- Work completed April 1 – September 30, report is due by October 31
- Work completed October 1 – March 31, report is due by April 30

In the event that the grantee has not completed a timely submittal of the progress reports, all further payments will be suspended until the overdue reports are submitted, and approved by NHDES.

Task 17: Submit a comprehensive final report to NHDES on or before the project completion date. The final report shall comply with the NHDES and USEPA requirements found in the final report guidance document, including ADA compliance on the NHDES Watershed Assistance Section webpage.

Task 18: Grant Management: Review of Deliverables, Project Communications, Grant Administration, submit payment requests.

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 NHDES approval of Task	1	\$4,800
Upon completion and NHDES approval of Task	2	\$660
Upon completion and NHDES approval of Tasks	3	\$500
Upon completion and NHDES approval of Task	4	\$500
Upon completion and NHDES approval of Task	5	\$500
Upon completion and NHDES approval of Task	6	\$150
Upon completion and NHDES approval of Task	7	\$250
Upon completion and NHDES approval of Task	8	\$2,250
Upon completion and NHDES approval of Task	9	\$1,000
Upon completion and NHDES approval of Task	10	\$20,000
Upon completion and NHDES approval of Task	11	\$1,000
Upon completion and NHDES approval of Task	12	\$550
Upon completion and NHDES approval of Task	13	\$1,000
Upon completion and NHDES approval of Task	14	\$2,000
Upon completion and NHDES approval of Task	15	\$2,000
Upon completion and NHDES approval of Task	16	\$500
Upon completion and NHDES approval of Task	17	\$500
Upon completion and NHDES approval of Task	18	\$1,000
Total		\$39,160

**Exhibit C
Special Provisions**

Federal Funds paid under this agreement are from a Grant Agreement to the State from the US Environmental Protection Agency, Water Quality Management Planning under CFDA # 66.454. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) and has provided NHDES with their Data Universal Numbering System (DUNS) number. The Grantee's DUNS number is 615402666.

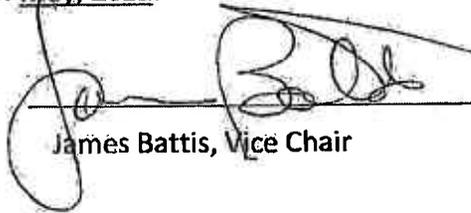
CERTIFICATE of AUTHORITY

I, James Battis, Vice Chair of the Nashua Regional Planning Commission, do hereby certify that:

- (1) I am the duly elected Vice Chair;
- (2) at the meeting held on June 17, 2020, 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 hereof; and
- (5) the following person has been appointed to and now occupies the office indicated in (3) above:

Abdallah J. Minkarah

IN WITNESS WHEREOF, I have hereunto set my hand as the Vice Chair of the Nashua Regional Planning Commission, this 13th day of May, 2021.

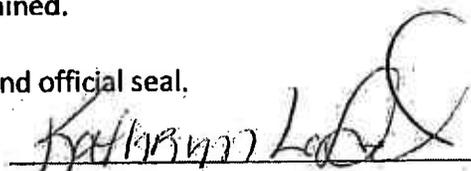

James Battis, Vice Chair

STATE OF NEW HAMPSHIRE

County of Hillsborough

On this the 13 day of May, 2021, before me Kathryn Lafond the undersigned officer, personally appeared James Battis who acknowledged him/herself to be the Vice Chair of the Nashua Regional 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.


Kathryn Lafond, Notary Public

Commission Expiration Date:
(Seal)

KATHRYN R. LAFOND, Notary Public
My Commission Expires December 19, 2023



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
--	------------------------------	--

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2020	7/1/2021	Each Occurrence	\$ 1,000,000
			General Aggregate:	\$ 2,000,000
			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 type="checkbox"/> Workers' Compensation & Employers' Liability			<input type="checkbox"/> Statutory	
			Each Accident	
			Disease - Each Employee	
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Grant. The certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered. Pollution and hazardous waste related liabilities, expenses and claims are excluded from coverage in the coverage document.

CERTIFICATE HOLDER:	X	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
				By: <i>Mary Beth Purcell</i>
				Date: 5/11/2021 mpurcell@nhprimex.org
				Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
State of NH Department of Environmental Services 29 Hazen Dr Concord, NH 03302				



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
--	------------------------------	--

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2020	7/1/2021	<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	Primex ³ - NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
Department of Environmental Services P.O. Box 95 29 Hazen Dr Concord, NH 03302-0095			Date: 5/11/2021 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 Amount
Salaries & Wages	\$3,180.00
Contractual	\$35,980.00
Travel and Training	\$0.00
Printing/ Supplies	<u>\$0.00</u>
Total Grant Amounts	\$39,160.00

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

Organization	Project Name	Reviewer 'A'	Reviewer 'B'	Reviewer 'C'	Reviewer 'D'	Reviewer 'E'	Reviewer 'F'	Total Score	Avg. Score	Rank (by avg.)
SWRPC	Ashuelot River Corridor Plan Update 2021	89	77	89	91	88	434	868	72.33	1
RPC	Update Exeter-Squamscott River Management Plan	88	78	88.5	87	92	433.5	867	72.25	2
NRPC	Watershed Based Plan for Robinson Pond, including Howard Brook Sub-watershed	88.5	79	89	91	85	432.5	865	72.08	3
NRPC	Update of the 2006 Souhegan River Watershed Management Plan	83	71	87	81	57	379	748	62.33	Not Selected
UVL SRPC	Integrated Watershed Model for Smart Crossing, Riparian And In-Stream Prioritization, A HUC 12 Case Study in the Towns of Hanover and Lyme	82	73	82	79	58	374	744	62.00	Not Selected
LRPC	Update to Pemigewasset River Corridor Management Plan	70	58	57	78	58	319	638	53.17	Not Selected
SNHPC	Update of the Environmental Characteristics Section of the NHDES Innovative Land Use Planning Techniques	30	75	50	90	50	295	590	49.17	Not Selected

Review Team Members

Name	Qualifications
Jeffery Marcoux	17 years experience, Watershed Supervisor, project manager, grant and contract expertise
Katherine Zink	10 years experience, Watershed Assistance Specialist, surface and drinking water sampling, microbial expertise
Sally Soule	22 years grant management experience, currently serves as Coastal Watershed Supervisor with project management, watershed management expertise
Stephen Landry	Watershed Assistance Section Supervisor, 28 years experience, project management, and watershed management expertise
Tracie Sales	Rivers and Lakes Programs Manager, 8 years experience assisting volunteers with management plan implementation, 5 years experience writing grant applications and conducting water quality programs under