



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

132



GAC

July 22, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services to award a grant to the Southwest Region Planning Commission (VC # 155492-B001) in the amount of \$29,949 to complete a project to provide technical assistance to municipalities regarding stream crossings, effective upon Governor and Council approval through February 28, 2026. 100% Federal Funds.

Funding is available in the following account:

03-44-44-442010-2205-072-500574

Dept. Environmental Services, Wetland Improvement Grants, Grants-Federal

FY2025

\$29,949

EXPLANATION

The Department of Environmental Services (NHDES) applied for, and was awarded, an Environmental Protection Agency Wetland Program Development Grant. The focus of the grant proposal and award is stream crossings. Given the recurring flood issues that have occurred regularly in southwest New Hampshire in recent years, which have involved failure of stream crossings, the grant is focused on this region of the state, and the communities located there. The project incorporates the provision of technical assistance to two municipalities in this region. As part of the grant proposal process, NHDES developed a scope of work with Southwest Region Planning Commission (SWRPC) to provide technical assistance to the municipalities in developing a streamlined stream crossing assessment protocol for their use, and in the integration of stream crossing assessment data into local municipal planning that balances wetlands protection and flood mitigation. Given the planning assistance relationships that SWRPC maintains with each of their municipalities, NHDES determined that SWRPC is best positioned to provide the technical assistance required by the grant, and incorporated them in the proposal work scope for grant funding upon award. Technical assistance is being provided to Marlborough and Winchester, which are both seeking to better manage their stream crossing infrastructure.

SWRPC will use grant funds to work with the municipalities of Marlborough and Winchester to develop replacement priorities in a watershed context, utilizing stream crossing assessment outputs and the identification of wetlands and streams. This assistance will include discussions with each municipality regarding their stream crossing infrastructure issues and financial and technical prioritization concerns. Also, SWRPC will cooperate with NHDES and the University of New Hampshire Technology Transfer Center in developing a streamlined stream crossing assessment protocol that municipalities can utilize to assess their own infrastructure and report this information to the statewide database and to provide training on the protocol. These efforts will allow municipalities to begin to assess their own infrastructure and contribute to the statewide stream crossing assessment database, while further prioritizing their municipal infrastructure needs.

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

His Excellency, Governor Christopher T. Sununu
and The Honorable Council

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

We respectfully request your approval of this item.

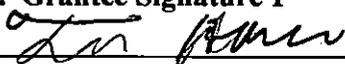
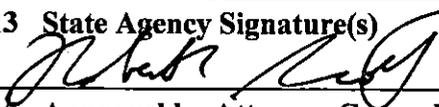
A handwritten signature in black ink, appearing to read "Robert R. Scott", written over a horizontal line.

Robert R. Scott, Commissioner
NH Department of Environmental Services

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 NH Department of Environmental Services		1.2. State Agency Address 29 Hazen Drive, PO Box 95, Concord, NH 03302-0095	
1.3. Grantee Name Southwest Region Planning Commission		1.4. Grantee Address 37 Ashuelot Street, Keene, NH 03431	
1.5. Grantee Phone # (603) 357-0557	1.6. Account Number 03-44-44-442010-2205-072	1.7. Completion Date February 28, 2026	1.8. Grant Limitation \$ 29,949
1.9. Grant Officer for State Agency Shane Csiki, State Geologist and Director		1.10. State Agency Telephone Number (603) 271-1975	
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 Todd Horner, 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, NHDES	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Melissa Fales Assistant Attorney General, On: 7/12/24			
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 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 TERMS AND CONDITIONS**

Southwest Region Planning Commission:

Changes to the Scope of Work or reallocation of grant funds require NHDES approval in advance.

Work must be completed by the completion date listed on the grant agreement (Section 1.7).

Subparagraph 17.1.2 of the General Provisions shall be amended to read "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 \$300,000 for property damage in any one incident; and".

Federal Funds paid under this agreement are from a Grant to the State from the U.S. Environmental Protection Agency, Regional Wetland Program Development Grants under CFDA #66.461. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant are hereby adopted in full force and effect to the relationship between this Department and the grantee.

Grantee Initials TG
Date 7/16/24

**EXHIBIT B
SCOPE OF WORK**

Southwest Region Planning Commission (SWRPC) will use New Hampshire Department of Environmental Services (NHDES) grant funds to utilize stream crossing data outputs, and identification of wetlands and streams, to work with the municipalities of Marlborough and Winchester to develop stream crossing replacement priorities in a watershed context. SWRPC will work with NHDES to engage Marlborough and Winchester town officials to discuss their stream crossing infrastructure issues and financial and technical prioritization concerns. SWRPC will participate in field-based, hands-on training on a streamlined municipal stream crossing assessment protocol.

Specifically, the following tasks will be accomplished:

Task 1. Collaborate with Municipalities to Obtain Perspectives Regarding Stream Crossings
SWRPC, in cooperation with NHDES, will meet, in one meeting each, with Marlborough and Winchester, to obtain their perspectives on stream crossing infrastructure issues. Each meeting will be facilitated by SWRPC, including meeting preparation and promotion, and meeting documentation via notes. Each meeting will be attended by staff representatives of NHDES.

Deliverables: Meeting agendas, and notes and questions that result from the meeting discussions

Task 2. Development of Streamlined Local Stream Crossing Assessment Protocol
SWRPC will participate in two Teams meetings among the project team, including NHDES, University of New Hampshire Technology Transfer Center, and State Stream Crossing Steering Team to discuss and develop a modified stream crossing assessment protocol that is applicable for local agents to collect and for which they have the capability. For these meetings, SWRPC will provide their municipal assistance perspective and document the discussion occurring at the meetings. Road agents from the municipalities of Marlborough and Winchester will be invited to participate in these meetings to ensure the benefit of their municipal voice is included.

Deliverables: Documentation of comments related to streamlining the existing assessment protocol from the SWRPC and local municipal perspectives

Task 3. Implementation of Streamlined Local Stream Crossing Assessment Protocol
SWRPC will convene and facilitate two training sessions using the developed and finalized streamlined stream crossing assessment protocol developed in cooperation with the project team during Task 2, and provided to SWRPC by NHDES, with one session each in Marlborough and Winchester. Facilitation will include training session preparation and promotion, and draft and final versions of the session curriculum.

Deliverables: Draft and final versions of the training sessions curriculum, a sample promotional message for use by municipal staff

Task 4. Develop Prioritization Scoring of Culverts
SWRPC will assist NHDES in the development of a prioritization scoring method for stream crossings in HUC-12 watersheds that intersect the municipalities of Marlborough and Winchester, through

Grantee Initials TH
Date 7/16/24

meetings and discussions with both municipalities to obtain their perspectives, experiences and input while NHDES performs the technical development of the prioritization tool. This includes discussion of completed stream crossing data with each municipality to determine if the current output rankings match the reality of municipal experience with stream crossings, and provision of feedback on the existing ranking outputs to NHDES for incorporation in the watershed-based prioritization scoring method. SWRPC will work with each municipality to develop and determine their planning scheme for effective future long-term management of stream crossings, based on a combination of municipal perspectives and NHDES' development of the technical tool. SWRPC will serve as liaison between NHDES and the municipalities of Marlborough and Winchester during NHDES development of the stream crossing prioritization tool, documenting feedback and coordination of sharing.

Deliverables: Documentation notes for use by NHDES, discussion questions for municipalities to inform prioritization and weighting of existing information, documentation of feedback from municipalities regarding their priorities and plans for long-term management of stream crossings.

Task 5. Seek Feedback from Municipal Officials

SWRPC will coordinate up to two meetings each with Marlborough and Winchester to seek feedback from municipal officials on draft outputs of the prioritization scoring method to determine if they are realistic based on local municipal experience. SWRPC will develop meeting materials, inclusive of an agenda, spreadsheets and maps, and compile notes that document each meeting.

Deliverables: Final prioritization scoring method, the results of applying the method, and documentation notes from each municipal meeting

Task 6. Incorporation of Municipal Feedback into Developed Prioritization

SWRPC, in cooperation with NHDES, will adjust and assign weights of the criteria in the developed prioritization tool. Based on these adjustments, SWRPC will facilitate one round of feedback with municipalities.

Deliverables: Final criteria weights and documentation of feedback from municipalities submitted to NHDES

Task 7. Conduct Training on Flood Planning Tool for Statewide Municipal Stakeholders

SWRPC will develop the content for, and participate in, conductance of a statewide virtual meeting to provide outreach to municipal stakeholders and interested members of the public regarding the stream crossing prioritization (Flood Planning Tool), its outputs, how it may be used, and the self-maintenance of stream crossing data by municipalities. SWRPC will prepare presentation slides documenting its experience developing the prioritization tool and working with municipalities, and present these during the statewide virtual meeting. SWRPC will develop e-mailed notifications and social media posts to publicize the training, which will be provided to NHDES for discussion and approval prior to public release. SWRPC will coordinate with NHDES in the development of the presentation, with NHDES contributing the content regarding flood storage and the science of stream crossings.

Deliverables: Presentation slides, draft and final e-mail notifications and social media posts designed to promote project outcomes and the statewide training

Grantee Initials TH
Date 7/16/24

Task 8. Provide Technical Assistance to Municipalities on Incorporation of Stream Crossing Data Into Local Municipal Planning Efforts

SWRPC will use the output of the stream crossing prioritization and Flood Planning Tool to work with the municipalities of Marlborough and Winchester on how to utilize and translate the stream crossing data and the prioritization into actionable replacement priorities suitable for inclusion in local municipal capital budget projects, annual routine maintenance planning, and future grant applications. This task includes the development of cost estimation techniques for culvert replacements based on the stream crossing data and outputs from the Flood Planning Tool. SWRPC may utilize the services of an external engineering firm to provide technical assistance in the development of such cost estimation techniques.

Deliverables: Identification and development of strategies Marlborough and Winchester can utilize for incorporation of stream crossing data into municipal planning and submission of such discussion documentation to NHDES

Grantee Initials TH
Date 7/16/24

**EXHIBIT C
METHOD OF PAYMENT**

All services shall be performed to the satisfaction of the Department of Environmental Services before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of the associated invoice. Payments for each may be divided into more than one payment during the time period of this grant. Invoices may be submitted no more frequently than monthly, with amounts shown on each invoice based on the percentage of completion of each task. Only the amount on each invoice will be paid. The total amount paid for each task shall not exceed the amount shown in the following schedule.

Task Number/Description	Wetland Program Development Grant
Task 1: Collaborate with Municipalities to Obtain Perspectives Regarding Stream Crossings	\$2,324
Task 2: Development of Streamlined Local Stream Crossing Assessment Protocol	\$1,075
Task 3: Implementation of Streamlined Local Stream Crossing Assessment Protocol	\$3,525
Task 4: Develop Prioritization Scoring of Culverts	\$6,475
Task 5: Seek Feedback from Municipal Officials	\$4,425
Task 6: Incorporation of Municipal Feedback into Developed Prioritization	\$3,475
Task 7: Conduct Training on Flood Planning Tool for Statewide Municipal Stakeholders	\$3,450
Task 8: Provide Technical Assistance to Municipalities on Incorporation of Stream Crossing Data Into Local Municipal Planning Efforts	\$5,200
TOTAL	\$29,949

Grantee Initials TH
Date 7/16/24

CERTIFICATE of AUTHORITY

I, Gus Lerandean, Vice-Chairman of the Southwest Region Planning Commission, do hereby certify that:

- (1) I am the duly elected Chairman;
- (2) at the meeting held on June 11, 2024, the Southwest Region Planning Commission voted to accept NHDES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Southwest Region Planning Commission further authorized the Executive Director to execute any documents which may be necessary for this contract;
- (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (5) the following person has been appointed to and now occupies the office indicated in (3) above:

Todd Horner

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman of the Southwest Region Planning Commission, this 16th day of July, 2024.



Gus Lerandean, Vice-Chairman

STATE OF NEW HAMPSHIRE

County of Cheshire

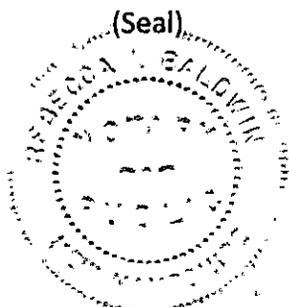
On this the 16th day of July, 2024, before me Rebecca I. Baldwin the undersigned officer, personally appeared Gus Lerandean who acknowledged him/herself to be the Vice-Chairman of the Southwest Region Planning Commission being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.



Rebecca I. Baldwin, Notary Public

Commission Expiration Date: October 18, 2028





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/28/2024

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

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

PRODUCER The Hilb Group New England, LLC PO Box 606 Keene NH 03431		CONTACT NAME: Wendy Hamm PHONE (A/C, No, Ext): E-MAIL ADDRESS: whamm@hilbgroup.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Ohio Security Insurance Co	
		INSURER B : Ohio Casualty Insurance Co	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	
INSURED Southwest Region Planning Commission Inc 37 Ashuelot St Keene NH 03431		NAIC # 24082 24074	

COVERAGES

CERTIFICATE NUMBER: 24/25 COI MASTER

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BKS58635807	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Package Modification \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAO58635807	08/13/2023	08/13/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Bus Auto Enhncmt Endt \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NH Dept. of Environmental Services is additional insured with regards to General Liability when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

NH Dept. of Environmental Services
 Attn: Shane Csiki
 PO Box 95
 Concord NH 03302

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.

Participating Member: Southwest Region Planning Commission 37 Ashuelot Street Keene, NH 03431	Member Number: 566	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716
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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
General Liability (Occurrence Form) 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)
Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2024	1/1/2025	<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 By: <i>Mary Beth Purcell</i> Date: 6/28/2024 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
New Hampshire Department of Environmental Services P.O. Box 95 Concord, NH 03302			