The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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October 7, 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 (NHDES) to enter into a **SOLE-SOURCE** contract with The Northbridge Group, Inc. d/b/a Northbridge Environmental Management Consultants (VC# 300690-B001), Westford, MA, in the amount of $275,000 to provide services for the Clean Water and Drinking Water State Revolving Loan Fund programs, effective upon Governor and Council approval through May 1, 2026. 100% SRF Management Funds.

Funds are available in the following accounts.

	FY 2025
03-44-44-441018-4790-102-500731	$137,500

Dept. Environmental Services, DWSRF Loan Management, Contracts for Program Services

	FY 2025
03-44-44-441018-4788-102-500731	$137,500

Dept. Environmental Services, CWSRF Loan Management, Contracts for Program Services

EXPLANATION

NHDES requests approval of a **SOLE SOURCE** contract with Northbridge Environmental Management Consultants (Northbridge) to provide the outside analysis needed to streamline its State Revolving Loan Fund (SRF) programs. This contract is **SOLE SOURCE** because Northbridge has been the United States Environmental Protection Agency's (EPA) primary source of contractor support for the SRF programs since their inception. Northbridge has, for decades, supported the establishment, expansion and improvement of both SRF programs on a national level. Northbridge has conducted more than a dozen management studies of other State SRF programs and directly assists SRF programs in various aspects of program improvements. Accordingly, Northbridge is uniquely qualified to complete the work more effectively and efficiently relative to other contracting alternatives.

The Northbridge contract will support several key projects; 1) a CW/DW SRF management study; 2) development of a standard operating procedures system; and 3) development and implementation of a cash-flow forecasting model. Northbridge will conduct an in-depth exploration of ideas and options that the NH SRF programs can consider to improve and modernize its program. These ideas come from the experience of the Northbridge team, who have intimate knowledge and understanding of the SRF programs in every state and can offer the collective wisdom of what has worked for other States. The NH SRF programs have been successful water infrastructure funding programs for decades and will utilize the results of these efforts to further improve the programs for the future.

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

We respectfully request your approval.

Robert R. Scott
Commissioner

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302	
1.3 Contractor Name The Northbridge Group, Inc. d/b/a Northbridge Environmental Management Consultants		1.4 Contractor Address PO Box 224 Westford, MA 01886	
1.5 Contractor Phone Number 978-392-9665	1.6 Account Unit and Class 03-44-441018-4790-102 03-44-441018-4788-102	1.7 Completion Date 5/1/2026	1.8 Price Limitation $275,000
1.9 Contracting Officer for State Agency Johnna McKenna		1.10 State Agency Telephone Number 603-271-7017	
1.11 Contractor Signature Mark A. Kellett Date: 9/24/2024		1.12 Name and Title of Contractor Signatory Mark A. Kellett, Principal	
1.13 State Agency Signature Date: 10/7/24		1.14 Name and Title of State Agency Signatory Robert R. Scott Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On: 10/15/2024			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

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2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision 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 Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor 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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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.

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

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14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. 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 given in blocks 1.2 and 1.4, herein.

18. 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 Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.
19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. 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 with respect to the subject matter hereof.

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Exhibit A
Special Provisions

No special provisions.

Exhibit B
Scope of Services

The task approach to support the New Hampshire Clean Water (CW) and Drinking Water (DW) State Revolving Loan Fund (SRF) Programs is provided below. After an initial kick-off meeting, the project will be completed through three efforts: a CW/DWSRF management study, development of a standard operating procedures system, and the development and implementation of a cash-flow forecasting model.

TASK 1 - PROJECT COORDINATION AND KICK-OFF MEETING

Under supervision and technical direction of the New Hampshire (NH) project lead, Northbridge will coordinate and participate in a three (3) hour coordination and kick-off telephone or video conferencing meeting with NH managers and staff. During this meeting, the project tasks, schedule, logistics, and overall goals and objectives for the project will be discussed. The Programs' current operations and preliminary discussions on potential issues and opportunities will also be discussed.

TASK 2 – CW/DWSRF MANAGEMENT STUDY

Task 2.1 - Fact Finding and Preliminary Analysis

Northbridge will conduct preliminary research and analysis on various aspects of the NH SRF programs. Northbridge will gather all relevant documentation to assist with their evaluation and analysis. Northbridge will also review materials on the SRF programs' websites.

Northbridge will research and define the major project, financial, and administrative processes currently used by the NH SRF programs as well as the functions associated with the loan application process (i.e., functions carried out by the State and the applicant).

- Project Priority List. The structure of the project priority list will be evaluated and compared to other successful states' priority systems as a means to clearly identify efficient and effective project priority setting, ranking, and pre-determine "readiness to proceed" to improve the structure, management, and maintenance of the project priority list.

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- Application process. The application process from initial pre-application to funding agreement execution or project bypass will be reviewed to identify potential areas of improvement. This process will be compared and contrasted with those of other successful states.
- Funding agreement processes. The funding agreement processes, including how a loan application moves through the Program, will be reviewed and compared to other states.
- State infrastructure financing options. Research will be conducted on other internal and external infrastructure financing options available in NH to understand their roles in the state and identify untapped opportunities for the SRFs.
- Program plans and reports. Northbridge will review all the important documents that are part of the SRF program including the loan applicant manual or instructions, the Intended Use Plan, Operating Agreement, Annual Report, and SRF statutes and rules.

Task 2.2 - On-Site Interviews/Information Collection

Northbridge will coordinate for two (2) or three (3) personnel to travel to NH for up to one week (3-5 working days) to conduct comprehensive interviews of selected set of staff including program managers and lead program staff; and staff in other agencies that are involved with the loan processes. The discussion topics may include but are not limited to:

- Overview of Program Structure and Communication
- Program Documentation (Development, Maintenance, Frequency of Updates)
- SRF Loan Options
- Set-Aside Approach and Management
- Pre-Application Process and Timelines
- Application Process and Timelines
- Environmental Review Process and Timeline
- Federal Cross Cutters
- Project Implementation
- Financial Management
- Budgeting, Accounting and Auditing
- Fiscal Invoice Review and Approval
- Demand Management, Marketing & Outreach

Northbridge will develop a comprehensive interview guide that will detail questions and topic to explore during the interview process.

Task 2.3 – Options Development and Report

Based on the analysis, findings, and work conducted in Tasks 2.1–2.2, Northbridge will develop and identify options for improvement and potential changes that may benefit the SRF programs. Northbridge will prepare a written report describing various options or actions to improve program operations and performance, detailing what resources already exist and what is planned for the future. The report will identify and explain the: (1) specific results of the assessment; (2) materials, procedures and activities that require changes; (3) options and recommendations to streamline and improve each SRF program's processes; (4) suggested implementation activities to be undertaken by NH; and (5) functional or technological barriers that affect the programs' operations and performance. Northbridge will also include its knowledge of best practices from other states for performing similar tasks effectively and efficiently as well as effective solutions devised by Northbridge and State staff.

Northbridge will develop a draft summary report that documents the research, findings, and options. A draft will be provided to the NH for review and comments prior to finalizing the report. Ten (10) working days after forwarding the draft report, Northbridge will conduct an on-site meeting with the NH managers to discuss the draft report and which options are desirable for implementation. Northbridge will complete and submit the final report to the State within ten (10) working days of receiving comments from NH staff.

Task 2.4 – Implementation Meeting and Plan

Northbridge will coordinate a 2-3 hour meeting via conference call or video conference with the NH SRF program managers to discuss options developed in the final report (i.e., under Task 4) and which ones are desirable for implementation. Based upon this discussion, Northbridge will develop an implementation plan in collaboration with NH, which will include for a division of work, a schedule for implementation, and interim goals and milestones.

Northbridge will provide a draft write-up of the implementation plan to NH for review within fifteen (15) working days from the date of the implementation meeting.

Task 2.5 – Implementation Support

Based on the planning done in Task 2.4, Northbridge will provide support to the NH SRF programs for implementing changes to the programs. These may include, but are not limited to:

- Changes in how the State works with borrowers and plans for future projects;
- Financial structuring and forecasting modelling to allow NH to manage cashflows;
- Changes to loan processes including application, scoring, loan processing, etc.;
- Developing written operating procedures; and,
- Design of new loan options or programs to meeting State objectives.

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Two implementation support projects are planned initially – Development of Standard Operating Procedures and SRF FOCUS Cash Flow Model Development. These are detailed below.

TASK 3 – DEVELOPMENT OF STANDARD OPERATING PROCEDURES

Northbridge will document internal procedures of the NH SRF programs and develop a full set of standard operation procedures based on a SOP system that has been implemented in other states and is working well. The development of the NH SOPs for each program will be completed through these tasks:

Task 3.1 Outline Processes

Northbridge will refer to information gathered during the Management Study to outline the processes and steps used by the SRF program. We will use available program documents (such as the IUP, Annual Report, website, borrower manuals, and any existing SOPs) to find supplemental information on processes. We will develop an outline and steps for each distinct process (for instance, Priority Ranking, Environmental Review, Loan Approval, Bidding, Construction, etc.) As necessary, we will request contact information for the staff members most familiar with each step in the process (a single staff member may be the best contact for multiple steps).

Task 3.2: Interview Staff

We will reach out to the applicable staff members to schedule calls to be used to answer questions and fill in the blanks on the processes. In some cases, the information gathered in Task 2 will provide the needed information. For other state SOPs (covering nine process steps), the state assigned eight SRF staff members to participate in several scheduled calls. Each call was between 1 and 1.5 hours long. Northbridge will insert the process steps into the final formatted document.

Task 3.3 Develop Process Map and Knowledge Base

We will develop a "Knowledge Base," an Excel workbook will be used to organize the Standard Operating Procedures. (see example below). Each step in the SRF loan process will be outlined on a separate worksheet in the workbook. A central "Process Map" will organize all of the steps from start to finish. Process steps will be collapsed to a high level, and each step will be

expandable to show all sub-processes. The Excel file will link to external resources relevant to each step, including other SRF SOPs, regulations, etc. LGTS pages and processes will be integrated into each relevant step using direct links, descriptions of LGTS steps, and screenshots from the LGTS system. This option may utilize the North Carolina Knowledge Base as a template, creating efficiencies by eliminating the need to create a new format.

TASK 4. DEVELOPMENT OF SRF FOCUS CASH FLOW FOR NH SRF PROGRAMS

Northbridge will develop a cash flow model for the State of NH' CW and DW SRF programs. One FOCUS cash flow model will be developed for each program. The model will include all Bipartisan Infrastructure Law (BIL) funding.

Potential uses for the cash flow models include:

- Identifying the funds available for new loans in the near term for development of the Intended Use Plan,
- Tracking of projects in the application phase (the project pipeline),
- Assisting NH in long term program planning by identifying how program decisions (such as interest rate changes) could impact long-term loan demand, and
- Identifying when low cash balances may require program leveraging.

NH will identify 1-2 primary points of contact (POC) for the development of the FOCUS model. The POC should have significant knowledge of the project financing process and be able to provide initial feedback on proposed assumptions and calculations. Northbridge will train this staff in utilizing and updating FOCUS. At the completion of the model development, Northbridge will assist this staff as desired by NH in managing FOCUS. The development of the models will include the following tasks and data entry:

Task 4.1. Obtain current program financial data

Current financial data, such as program cash balances, are the starting point for the model. Establishing accurate data for the cash in the Funds, set-asides, and administrative accounts are key elements in developing the FOCUS model.

Task 42. Develop assumptions for future project disbursements and repayments

Historical data of project disbursements will be analyzed in order to develop average anticipated disbursement patterns for projects of various size categories. Northbridge will work with NH to establish reasonable assumptions for the pace of disbursements and repayments for

projects of various types or sizes. This may be based on a combination of historic program cash flows, professional judgment, and common metrics across SRF programs.

Task 4.3. Project cash flows for the pipeline of projects

The pipeline of projects represents projects in the application phase, and which may be expected to proceed to a loan agreement within 1-2 years. FOCUS will include a pipeline of projects, which is a key factor to ensuring FOCUS is up-to-date and accurate.

a. If it does not already exist, Northbridge will develop a worksheet to be used by NH staff to track projects across key milestones.
b. Expected disbursements for the pipeline of projects will be created using the patterns identified in Task 2.
c. Anticipated amortization and repayments will be incorporated based on NH' program policies.

Task 4.4. Obtain and incorporate data on active projects

For active projects with signed loan agreements, Northbridge will include in the FOCUS model:

a. Funds disbursed for incurred costs, and expected disbursements until project completion.
b. Amortization schedules for repayment of all active loans.

The data will be obtained from the NH SRF project tracking software programs. The goal is to develop a process whereby project data can be easily uploaded to FOCUS or linked electronically. Whenever possible, FOCUS will incorporate the data in the same format that NH currently uses. Northbridge will work with NH SRF staff to identify any additional data that may be required and determine the most effective way to include it in the FOCUS model.

Task 4.5. Create cash flow model

The information from Tasks 4.1-4.4 will be combined into an NH SRF cash flow model. Additional data that will be added include:

a. Current and projected interest rates, loan terms, and fees, including terms for the specific BIL grants;
b. Current and projected capitalization grants and state matching amounts, including BIL;

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c. Current and projected loan portfolios, including programmatic financing, nonpoint source, emerging contaminants, lead service lines, and more, at the state's discretion;
d. Current cash balance;
e. Program leveraging through bond issuance;
f. Future loan projections – disbursement and amortization;
g. Calculations of fees collected for projects and their uses; and
h. For DWSRF, set-aside expenditures and cash balances

The data will be compiled into a cash flow model that identifies projected inflows and outflows of funds for a 30 year period.

Task 4.6. Training and Development of an SOP

Northbridge will train NH staff on the use of the model. Northbridge will also develop an SOP describing in detail how to utilize and update the model. Training will take place by webinar (one or more, depending on the state's needs). In-person training will require additional resources.

Task 4.7. Ongoing support and updates

At the state's request, Northbridge can provide ongoing or periodic updates to the FOCUS model. Additional funding will be required for this support, based on the state's needs.

Exhibit C
Method of Payment

All services shall be performed to the satisfaction of the Department before payment is made. Payments shall be made by the Department within 45 days of invoice receipt and approval. Invoices shall be submitted to the Department for payment no more than once per month. The budget for this project is not to exceed $275,000.

NHDES may make partial payment where invoiced rates or mark-ups are not in accordance with the contract rates terms and conditions, or where the approved assignment budget has been exceeded without NHDES's written approval. Copies of marked-up invoices may be provided to the contractor.

Contractor Initials MK
Date 9/24/2024

Applicable billing rates are listed below.

TITLE	HOURLY RATE
Senior Project Manager I	$ 260.00
Project Manager 2	$ 205.00
Project Manager 1	$ 152.00
Technical Analyst 3	$ 140.00
Technical Analyst 2	$ 114.00
Technical Analyst 1	$ 87.00

Changes to the Scope of Services require NHDES approval in advance. All work must be completed by the completion listed on the contract agreement (Section 1.7).

The billing address shall be as follows:

Attn: Johnna McKenna
Email: johnna.m.mckenna@des.nh.gov
New Hampshire Department of Environmental Services
Drinking Water and Groundwater Bureau
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095

Invoices shall be approved by the Contract Officer before payment is processed.

Contractor Initials MK
Date 9/24/2024

Certificate of Authority # 1 *(Corporation, Non-Profit Corporation)*

Corporate Resolution

I, Deems Buell, **hereby certify** that I am duly elected Clerk/Secretary/Officer of
(Name)
Northbridge Group Inc. d/b/a Northbridge Environmental Management Consultants.
(Name of Corporation)
I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on November 22, 2022, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Mark Kellett, Principal (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

Northbridge Group Inc. d/b/a Northbridge Environmental Management Consultants
(Name of Corporation)
with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 8/27/2024 **ATTEST:** _____ **Principal**
(Name & Title)

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE NORTHBRIDGE GROUP, INC. is a Delaware Profit Corporation registered to do business in New Hampshire as NORTHBRIDGE ENVIRONMENTAL MANAGEMENT CONSULTANTS on May 29, 2013. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **692383**

Certificate Number: **0006759521**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of August A.D. 2024.

David M. Scanlan
Secretary of State

NORTGRO-01 KHOFFMAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/5/2024

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
Hoffman Insurance Services Inc
148 Linden Street, Suite 300
Wellesley, MA 02482

CONTACT NAME:
PHONE (A/C, No, Ext): (781) 235-0087 FAX (A/C, No): (781) 235-6665
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company,	11000
INSURER B : Hartford Casualty Insurance Co	29424
INSURER C : Beazley Insurance Company Inc	37540
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Northbridge Group, Inc
PO Box 224
Westford, MA 01886

COVERAGES CERTIFICATE NUMBER: 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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			08SBAAF4964	5/1/2024	5/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			08SBAAF4964	5/1/2024	5/1/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB / CLAIMS-MADE			08SBAAF4964	5/1/2024	5/1/2025	AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A		08WECAM1TMA	7/1/2024	7/1/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Prof/Tech Liability			VG00005163AD	5/8/2024	5/8/2025	Per Claim/Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Beazley Media Tech Policy #VG00005163AD has a $10,000 Retention Per Claim.

CERTIFICATE HOLDER

State of New Hampshire
NH Department of Environmental Services
29 HAzen Drive
Concord, NH 03302

CANCELLATION

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
Kay Hoffman

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