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The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



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DEC 17 2025

November 19, 2025

Her Excellency, Governor Kelly A. Ayotte
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** agreement with Nashua Regional Planning Commission (VC# 154661-B001), Nashua, NH, in the amount of \$55,172 to support the Crossing Navigator position, effective upon Governor and Council approval through December 31, 2027. 100% Federal funds.

Funds are available in the following account.

	<u>FY 2026</u>
03-44-44-442010-1209-102-500731	\$55,172
Dept. Environmental Services, Coastal Resilience, Contracts for Program Services	

EXPLANATION

NHDES requests approval of a **SOLE SOURCE** agreement with the Nashua Regional Planning Commission (NRPC). This agreement is **SOLE SOURCE** because NRPC was a partner on the "Building Capacity for Efficient and Effective Stream Crossing Replacement in NH's Coastal Watersheds" grant, also known as the Crossing Capacity Pilot Project, that was awarded to NHDES by the National Fish and Wildlife Foundation and NHDES is required to adhere to the proposal.

The Crossing Capacity Pilot Project Area is within the New Hampshire portions of the HUC 8 Merrimack River and Piscataqua-Salmon Falls Watersheds. As detailed in the Merrimack and Coastal Watershed Conservation Plans, these fast-growing watersheds contain critical terrestrial and aquatic habitats and contribute to the larger Gulf of Maine ecosystem. These watersheds are also at risk of catastrophic flooding with an increased trend in precipitation events that cause culvert failure and subsequent flooding at crossings, simultaneously degrading habitat. The goal of the Crossing Capacity Pilot Project is to empower NH transportation, wildlife, and environmental stakeholders to continually create a robust, efficient and multi-benefit pipeline of crossing projects. By streamlining this process with quality data, flexible tools, intuitive training, and programmatic capacity this project will contribute to the functioning and growth of a resilient NH.

Five Regional Planning Commissions (RPCs) are included in the Project Team to provide on-the-ground resilient crossing project development support and facilitate on-the-job training with the Crossing Prioritization Planning Tools. A Crossing Navigator at each of the RPCs (Central, Southern, Nashua, Strafford, and Rockingham RPCs) will provide a direct line of communication to State staff through the NH Stream Crossing Initiative (NHSCI) so that community needs are better understood at multiple scales.

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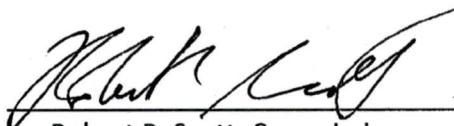
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The Crossing Navigator Cohort, with support from the NHSCI and NHDES, will be responsible for technical assistance to municipalities and State agencies on multi-benefit crossing projects, as well as knowledge transfer on crossing replacement best practices, including flood resiliency and nature-based solutions (NBS). The Crossing Navigators will engage directly with local experts such as Department of Public Works staff, Town Planners, Road Agents, and Emergency Management officials to determine the needs of each community and ensure they are reflected in the prioritization and implementation of crossing projects.

Total project costs are budgeted at \$55,172. 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 substance.

We respectfully request your approval.



Robert R. Scott, Commissioner

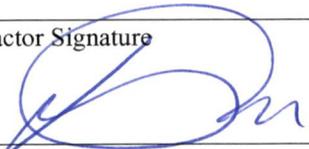
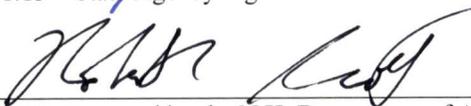
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Environmental Services		1.2 State Agency Address 222 International Drive, Suite 175 Portsmouth, NH 03801	
1.3 Contractor Name Nashua Regional Planning Commission		1.4 Contractor Address 30 Temple Street, Suite 310 Nashua, NH 03060	
1.5 Contractor Phone Number (603) 417-6570	1.6 Account Unit and Class 03-44-44-442010-1201-102-500731	1.7 Completion Date December 31, 2027	1.8 Price Limitation \$55,172
1.9 Contracting Officer for State Agency Pauline Crocker, Watershed Management Specialist		1.10 State Agency Telephone Number 603-559-0021	
1.11 Contractor Signature  Date: 5/21/25		1.12 Name and Title of Contractor Signatory Jay Minkarah	
1.13 State Agency Signature  Date: 10/21/25		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: <u>Keely Lovato</u> AAG Keely Lovato On: 10/28/2025			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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.

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.

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.

Contractor Initials DM
Date 5/21/25

Exhibit A Special Provisions

I. Disclaimers

Payments made to the NFWF Subrecipient under this Agreement do not by direct reference or implication convey NFWF's endorsement nor the endorsement by any other entity that provides funds to the NFWF Subrecipient through this Agreement, including the U.S. Government, as applicable, for the Project. All information submitted for publication or other public releases of information regarding this Agreement shall carry the following disclaimer, which NFWF may revise at any time at its sole discretion:

For Projects funded in whole or part with federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or the National Fish and Wildlife Foundation and its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government, or the National Fish and Wildlife Foundation or its funding sources."

II. Publications

Any outward facing products, publications, presentations, handouts etc. that are created with funding from NHCP's NFWF grant shall comply with NFWF and NHDES publication requirements, as follows:

- A. Provide funding credit to the National Fish and Wildlife Foundation, New Hampshire Department of Environmental Services, and the NH Coastal Program.
- B. All final work products must meet the applicable Americans with Disabilities Act (ADA) Title II Regulations to the extent practicable and shall be guided by best practices outlined in the Revised Section 508 Standards of the Rehabilitation Act and the Web Content Accessibility Guidelines (WCAG). At minimum, final work products shall include sans-serif fonts, underlined and descriptive text links, color best practices, captions for audio and video content, headers in tables, images with alt text, gender-neutral text, and consideration of the Plain Writing Act. Examples of final work products and outreach materials include, but are not limited to, project reports, press releases, newsletter articles, websites, videos and signage.

III. Subawards and Contracts.

When making subawards or contracting, NFWF Subrecipient shall: (1) abide by all the applicable granting and contracting procedures, including but not limited to those requirements of the OMB Uniform Guidance (2. C.F.R. Part 200); (2) ensure that all applicable federal, state and local requirements are properly flowed down to the subawardee or contractor, including but not limited to the applicable provisions of the OMB Uniform Guidance (2 C.F.R Part 200); and (3) ensure that such subaward or contracting complies with the requirements in Section 3.3 of this

Agreement concerning compliance with Laws. NFWF Subrecipient shall also include in any subaward or contract a similar provision to this, requiring the use of proper grant and contracting procedures and subsequent flow down of federal, state, and local requirements to lower-tiered subawardees and contractors.

IV. Acknowledgment of Support.

The NFWF Subrecipient agrees to: (1) give appropriate credit to NFWF and any Funding Sources identified in this Agreement for their financial support in any and all press releases, publications, annual reports, signage, video credits, dedications, and other public communications regarding this Agreement or any of the project deliverables associated with this Agreement, subject to any terms and conditions as may be stated in Exhibit A of this Agreement; and (2) include the disclaimer provided in **I. Disclaimers**.

V. Website Links.

The NFWF Subrecipient agrees to permit NFWF to post a link on any or all NFWF websites to any websites created by the NFWF subrecipient in connection with the project.

Contractor Initials JM
Date 5/21/25

Exhibit B Scope of Services

Project Title: Building Capacity for Efficient and Effective Stream Crossing Replacement in NH's Coastal Watersheds

Project Summary: The New Hampshire Department of Environmental Services (NHDES) Coastal Program (NHCP) is the recipient of the "Building Capacity for Efficient and Effective Stream Crossing Replacement in NH's Coastal Watersheds" grant (Crossing Capacity Pilot Project) from the National Fish and Wildlife Foundation (NFWF) National Coastal Resilience Fund (NCRF) 2024 grant round. The Crossing Capacity Pilot Project takes place in the New Hampshire (NH) portions of the HUC 8 Merrimack River and Piscataqua-Salmon Falls Watersheds. As detailed in the Merrimack and Coastal Watershed Conservation Plans, these fast-growing watersheds contain critical terrestrial and aquatic habitats and contribute to the larger Gulf of Maine ecosystem. These watersheds are also at extreme risk of catastrophic flooding, with the climate trend of increased overall precipitation causing culvert failure and flooding at crossings, simultaneously degrading habitat. The goal of the Crossing Capacity Pilot Project is to empower NH transportation, wildlife, and environmental stakeholders to continually create a robust, efficient and multi-benefit pipeline of crossing projects. By streamlining this process with quality data, flexible tools, intuitive training, and programmatic capacity this project will contribute to the functioning and growth of a resilient NH.

The Crossing Capacity Pilot Project Team is comprised of:

- NHCP will be leading the project, providing project management capacity, technical expertise for all tasks, as well as grant reporting.
- The Nature Conservancy (TNC) will provide project management and technical capacity for all tasks.
- The University of New Hampshire College of Engineering and Physical Sciences (UNH CEE) will support the finalization of the Pilot Crossing Prioritization Model and development of Crossing Prioritization Planning Tools.
- UNH's Technology Transfer Center (UNH T2) will lead database management and facilitate training development and delivery.
- NHCP's Engineering Consultant will provide engineering and technical support, expertise in community engagement, as well as training development and delivery.

Regional Planning Commissions (RPCs) will be included in the Project Team to provide on-the-ground resilient crossing project development support and facilitate on-the-job training with the Crossing Prioritization Planning Tools developed as part of this broader project to professionals fully engrained and supported by their community. The RPCs will also provide a direct line of communication to State staff through the NH Stream Crossing Initiative (NHSCI) so that

community needs are better understood at multiple scales. This will be achieved by piloting Crossing Navigator support, at each of the five RPCs within the Project Area (Central, Southern, Nashua, Strafford, and Rockingham RPCs).

The Crossing Navigator Cohort, with support from the NHSCI and the NHCP, will be responsible for technical assistance to municipalities and State agencies on multi-benefit crossing projects, as well as knowledge transfer on crossing replacement best practices, including flood resiliency and nature-based solutions (NBS). Although the approach will be tailored to fit each RPC's staffing needs, roughly one-quarter of a full-time position will be dedicated to this work.

Crossing Navigators, with support from NHCP, will help to support short-term and intermediate capacity needs to create partnerships and develop resilient project pipelines at multiple scales, while creating momentum for long-term funding of positions. The Crossing Navigators will engage directly with local experts such as Department of Public Works staff, Town Planners, Road Agents, and Emergency Management officials to determine the needs of each community and ensure they are reflected in the prioritization and implementation of crossing projects.

The NRPC Crossing Navigator(s) will complete the following tasks.

Task 1: Technical Assistance

Description of work: The NRPC Crossing Navigator(s) will be responsible for technical assistance to municipalities and State agencies on crossing projects, as well as knowledge transfer on crossing replacement best practices, including flood resiliency and NBS. This includes, but is not limited to, generating at least one prioritized crossing list per quarter for local communities utilizing the Crossing Prioritization Planning Tools, outreach and technical assistance for applicants to the Stream Crossing Grant program, and assistance with incorporating Crossing Prioritization Planning Tools and training principles into local planning efforts such as Hazard Mitigation Plans, Capital Improvement Plans, Watershed-based Plans, etc. A crossing inquiry contact log will be maintained to better understand the volume and needs of the communities seeking support. Finally, the Crossing Navigator(s) will facilitate connection of communities interested in crossing project grant application development to NHCP engineering consultants for potential project development meetings as-needed.

Estimated timeframe: Upon Governor & Council Approval – December 31, 2027

Deliverables:

- Roughly one prioritized crossing list for local communities per quarter starting January 1, 2026 (eight total)
- Facilitation of a minimum of one crossing grant application over the contract term
- Coordinate at least two Opportunity Assessment & Conceptual Alternative and/or Preliminary Site Assessment meetings with NHCP engineering consultant per year (four total)
- Incorporation of crossing prioritization in minimum of one local planning document update such as Hazard Mitigation Plans, Capital Improvement Plans, Transportation Plans,

Master Plans, etc.

Task 2: New Hampshire Stream Crossing Initiative (NHSCI) Implementation Committee

Description: The NRPC Crossing Navigator(s) will sit on the Implementation Subcommittee of the NHSCI to promote the sharing of resources, lessons learned, and opportunities found throughout the project to institutionalize knowledge at the regional and state level. In this role the Crossing Navigator(s) will also provide review and input on other Crossing Capacity Pilot Project deliverables such as the crossing training tools, database management plans, etc.

Estimated Timeframe: Upon Governor & Council Approval – December 31, 2027

Deliverables:

- Attend a minimum of three quarterly NHSCI Implementation Committee meetings per year
- Attend a special, consultant-led Crossing Prioritization Tool User Workshop with municipal and State stakeholders to inform online, interactive tool design
- At least one presentation, blog post, or article about resources, lessons learned, and opportunities targeted at their regional stakeholders
- Review and input on other Culvert Capacity Project deliverables such as the crossing training tools, database management plans, etc.

Task 3: Project Management & Reporting

The NRPC Crossing Navigator(s) will work collaboratively with the NHCP to develop a NRPC Crossing Navigator Work Plan that identifies key priorities and communities for their region's crossings and the tasks required to connect those to Crossing Capacity Pilot Project resources. They will participate in monthly check-ins with the Crossing Capacity Pilot Project Team to update on project progress. Finally, the Crossing Navigator(s) will prepare and submit an Interim Report (template to be provided by NHCP) within 30 days of the reporting periods detailed below that summarizes the work performed under all activities during the following periods:

- G&C approval – December 31, 2025
- January 1, 2026 - June 30, 2026
- July 1, 2026 – December 31, 2026
- January 1, 2027 - June 30, 2027

The final cumulative report will be due thirty days after the contract end date of December 31, 2027.

Deliverables:

- NRPC -specific Crossing Navigator Work Plan
- Four Interim Reports
- One Final Report
- Monthly virtual Project Meetings

Exhibit C
Method of Payment and Contract Price

The State shall pay to the Contractor the total reimbursable program costs in accordance with the following requirements:

Reimbursement requests for program costs shall be made by the Contractor using a payment request form as supplied by the State, which shall be completed and signed by the Contractor. The payment request form shall be accompanied by proper supporting documentation in the amount of each requested disbursement. Documentation of reimbursable costs may include invoices for supplies, equipment, services, contractual services, and a report of personnel, travel and indirect costs. For projects that demonstrate progress solely through the submission of interim progress reports, payments shall be made upon receipt, review and approval of the interim progress report and accompanying payment request form. Payments shall be made to the Contractor no more frequently than monthly.

The total reimbursement shall not exceed the grant award of \$55,172. Matching funds are not required for this contract.

CERTIFICATE OF AUTHORITY

I, Kimberly Queenan, 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 19, 2024, Nashua Regional Planning Commission voted that the Executive Director is authorized to file applications with federal, state and local governmental units and other agencies to implement the FY25 work program of the Commission, including NHDES funds;
- (3) the Nashua Regional Planning Commission further authorized the Executive Director to execute agreements to receive funds for such purposes including entering into a contract with the Department of Environmental Services;
- (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:

Jay Minkarah
Printed name of signatory

IN WITNESS WHEREOF, I have hereunto set my hand as the Chair of the Nashua Regional Planning Commission, this 21 day of May, 2025.



Signature of Certifying Officer

STATE OF NEW HAMPSHIRE

County of Hillsborough

On this the 21 day of May, 2025, before me Kathryn Lafond, the undersigned officer, personally appeared Kimberly Queenan who acknowledged him/herself to be the 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.



(Notary Public Signature)

Commission Expiration Date:
(Seal)

Kathryn R Lafond
NOTARY PUBLIC
State of New Hampshire
My Commission Expires 06/26/2029



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>	<i>Member Number:</i>	<i>Company Affording Coverage:</i>
Nashua Regional Planning Commission 30 Temple Street Suite 310 Nashua, NH 03060	519	NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716

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)	7/1/2024	7/1/2025	Each Occurrence	\$ 2,000,000
<input type="checkbox"/>	Professional Liability (describe)	7/1/2025	7/1/2026	General Aggregate	\$ 10,000,000
<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
<input checked="" type="checkbox"/>	Automobile Liability	7/1/2024	7/1/2025	Combined Single Limit (Each Accident)	\$2,000,000
Deductible Comp and Coll: \$1,000		7/1/2025	7/1/2026	Aggregate	\$10,000,000
<input type="checkbox"/> Any auto					
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> Statutory	
		7/1/2025	7/1/2026	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)	7/1/2024	7/1/2025	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
		7/1/2025	7/1/2026		

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

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
State of NH Department of Environmental Services 29 Hazen Drive, P.O. Box 95 Concord, NH 03302-0095			Date: 5/21/2025 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax