

Laura West



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

July 1, 2009

His Excellency, Governor John H. Lynch
and The Honorable Council
State House
Concord, NH 03301

NHRECOVERY
putting new hampshire to work

APPROVED G & C

DATE 7/15/09
REQUESTED ACTION ITEM # 54

Authorize the Department of Environmental Services to enter into agreements with the ten entities identified below, in the amount of \$235,384.00 to implement water quality planning and outreach programs, effective upon Governor and Council approval through the contract end dates as specified in the table below. 100% federal ARRA funds.

<u>Regional Planning Commission</u>	<u>Contract End Date</u>	<u>Location</u>	<u>Vendor #</u>	<u>Amount</u>
Central New Hampshire Regional Planning Commission	6/30/2011	Concord, NH	64049	\$24,444.00
Connecticut River Joint Commissions	12/31/2009	Charlestown, NH	88246	\$15,384.00
Lakes Region Planning Commission	6/30/2011	Meredith, NH	95555	\$24,444.00
North Country Council, Inc.	7/31/2011	Bethlehem, NH	95455	\$24,445.00
Nashua Regional Planning Commission	12/31/2010	Nashua, NH	96293	\$24,445.00
Rockingham Planning Commission	6/30/2010	Exeter, NH	91759	\$24,445.00
Southern New Hampshire Planning Commission	6/30/2011	Manchester, NH	95461	\$24,444.00
Southwest Region Planning Commission	6/30/2011	Keene, NH	95460	\$24,444.00
Strafford Regional Planning Commission	6/30/2011	Dover, NH	95462	\$24,444.00
Upper Valley Lake Sunapee Regional Planning Commission	6/30/2011	Lebanon, NH	85561	\$24,445.00
			Total:	\$235,384.00

Funding is available in account 604(b) ARRA Stimulus Grant as follows:

	FY 2010
010-044-0883-072-0575 – Grants Federal	\$235,384.00

EXPLANATION

On February 17, 2009, President Obama signed the American Recovery and Reinvestment Act (ARRA) into law. The purpose of ARRA is to create jobs, promote economic recovery, and assist

those most impacted by the recession. The ARRA contains funding for numerous federal programs, including several environmental programs administered by the U.S. Environmental Protection Agency (EPA). The EPA awards and administers Water Quality Management Planning Grants to the States under the Clean Water Act (CWA). Section 604(b) of the CWA requires the use of one percent of each State's Clean Water State Revolving Fund allotment to be used for water quality planning projects.

In accordance with section 604(b) of the CWA, at least 40 percent of the \$395,600 total allotment or \$158,240 must be allocated to the regional planning commissions (RPCs) and appropriate interstate organizations. Selecting 604(b) proposals has become a very competitive process, as these funds can be used for a wide variety of planning activities. Under ARRA, the full historic range of section 604(b) activities are eligible, however projects that address other environmentally innovative activities are highly encouraged.

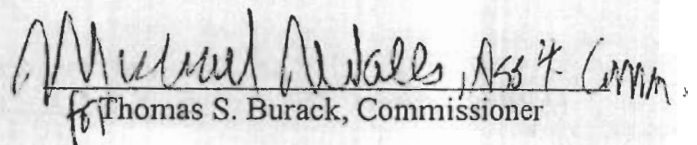
Therefore, DES will exceed the statutory minimum and allocate \$220,000 or 56 percent to the RPCs (approximately \$24,444 per RPC) and an additional \$15,384 to the Connecticut River Joint Commissions for a total of \$235,384 (60 percent) in pass-through funds. This will allow additional high priority regional and statewide projects to be carried out, since only the top six out of thirteen 604(b) projects were funded in FY09-10.

DES solicited proposals from each of the nine RPCs and the Connecticut River Joint Commissions to submit scopes of services for projects supporting local river advisory committees or local watershed planning efforts. Each RPC and the Connecticut River Joint Commissions submitted excellent proposals for a regional water quality planning project to address the highest ranked water quality planning need in their region. Each RPC also included two important statewide environmental initiatives, in which RPCs will apply specific model ordinances and regulations to address priority water quality issues in specific municipalities and provide technical input to DES in the planning and development of new policies and procedures to achieve superior environmental results, streamline permitting procedures, and improve coordination with other agencies and municipalities.

Each grant agreement provides Exhibit A, the scope of services, and Exhibit B, the contract price and method of payment. In the event that federal funds become no longer available, general funds will not be requested to support this program.

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

We respectfully request your approval.


for Thomas S. Burack, Commissioner

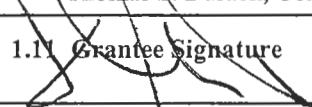
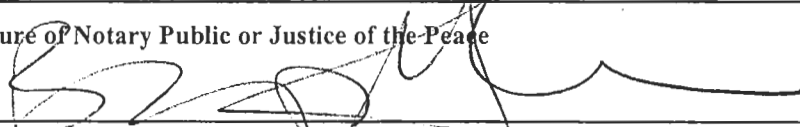
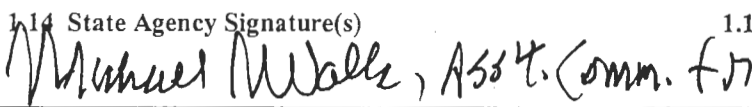

GRANT AGREEMENT

Subject: A Land Conservation Plan for the Piscataquog River Watershed; Fluvial Erosion Hazard Ordinance Outreach to the Town of Raymond, NH and DES Innovative Permitting Initiative

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

GENERAL PROVISIONS

1. IDENTIFICATIONS AND DEFINITIONS

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301	
1.3 Grantee Name Southern New Hampshire Planning Commission		1.4 Grantee Address 438 Dubuque Street Manchester, NH 03102	
1.5 Effective Date Upon G&C approval	1.6 Completion Date December 31, 2011	1.7 Audit Date N/A	1.8 Grant Limitation \$24,444.00
1.9 Grant Officer for State Agency Thomas S. Burack, Commissioner		1.10 State Agency Telephone Number 603-271-3503	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor David Freese Executive Director	
1.13 Acknowledgment: State of New Hampshire, County of Hillsborough On <u>04/22/09</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2 Name & Title of Notary Public or Justice of the Peace BARBARA J. GRIFFIN, Justice of the Peace My Commission Expires February 22, 2011			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Thomas S. Burack, Commissioner	
1.16 Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: <u>11 6-7-09</u>			
1.17 Approval by the Governor and Council 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"), pursuant to RSA 21-O, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the state of New Hampshire.

4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the Effective Date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**

5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete, compensation to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. **PERSONNEL.**

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform such Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3 The Grant officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA: RETENTION OF DATA; ACCESS.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4 On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. **EVENT OF DEFAULT; REMEDIES.**

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 failure to perform the Project satisfactorily or on schedule; or
11.1.2 failure to submit any report required hereunder; or
11.1.3 failure to maintain, or permit access to, the records required hereunder; or

11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

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

11.2.1 give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement

and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and 11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4 Notwithstanding anything in this Agreement to the contrary, either the State or except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. **CONFLICT OF INTEREST.** No officer, member or employee of the Grantee and no representative, officer of employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement, the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker's compensation or emoluments provided by the State to its employees.

15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee of Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE AND BOND.

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the

benefit of the State, the following insurance:

17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice has been received by the State.

18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. **AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

EXHIBIT A SCOPE OF SERVICES

The Southern New Hampshire Planning Commission (SNHPC) shall perform the following tasks as described in the detailed proposal titled A Land Conservation Plan for the Piscataquog River Watershed; Fluvial Erosion Hazard Ordinance Outreach to the Town of Raymond, NH and DES Innovative Permitting Initiative, submitted by SNHPC dated April 14, 2009:

Fluvial Erosion Hazard Ordinance and Adoption

Objective 1: By *November 2009*, create GIS maps for the Town of Raymond to show areas susceptible to fluvial erosion based on data collected by DES.

Measurements of success: The creation of relevant maps reflecting the GIS data provided by DES.

- **Deliverable 1:** Maps depicting areas susceptible to fluvial erosion in the community of Raymond.

Task 1: Collect Fluvial Erosion Hazard Areas data from DES.

Task 2: Map the data.

Objective 2: By *December 2009*, provide outreach and education materials to the community of Raymond within the Exeter River Watershed to increase awareness of Fluvial Erosion Hazards.

Measurements of success: The creation and distribution of outreach and education materials to the Town of Raymond.

- **Deliverable 2A:** Maps and fact sheets depicting the importance of preventing fluvial erosion.

Task 3: Modify the maps created through Objective 1 to fit on a smaller format layout.

Task 4: Gather facts and data related to fluvial erosion.

Task 5: Create a fluvial erosion fact sheet.

Task 6: Mail outreach and education materials to the Town of Raymond.

- **Deliverable 2B:** Presentation of Fluvial Erosion Hazards model ordinance to the Town of Raymond.

Task 7: Develop PowerPoint presentation designed to inform community members of Fluvial Erosion Hazards model ordinance. Submit presentation to representatives of the Exeter River Local Advisory Committee (ERLAC), DES, and municipal contacts for their review and comment. Finalize and distribute presentation to ERLAC members and interested municipal representatives.

Task 8: Perform one presentation in the Town of Raymond regarding the Fluvial Erosion Hazard model ordinance.

Task 9: Assist the Town of Raymond in modifying the Fluvial Erosion Hazard model ordinance to reflect local conditions and opportunities.

Innovative Permitting Initiative

Objective 3: Technical Assistance. By *June 2010*, provide direct input to DES on the development of new procedures for improved coordination of project review between municipalities and state agencies.

Measurements of success: Municipal and developer participation, public input to DES and adoption of Memorandums of Agreement (MOAs).

- **Deliverable 3:** Attendance at Pre-Application Technical Review Meetings and adoption of MOAs.

Task 10: Assist with the coordination of Pre-Application Technical Review Meetings with land development applicants, state permit officials and municipal land use officials.

Task 11: Identify municipalities and developers to participate in a pilot application of the new program procedures and help to put MOAs in place.

Objective 4: Municipal Outreach. By *June 2010*, reach out to municipalities and developers to participate and comment on development of new procedures for improved coordination of project review between municipalities and state agencies.

Measurement of success: SNHPC participation and input; Focus Group discussions.

- **Deliverable 4:** SNHPC input and comments on approach to improve coordination between state and municipal project reviews and standards; minutes from Focus Group discussions; and comments from SNHPC and member municipalities on innovative permitting initiative materials.

Task 12: Conduct at least one focus group for municipal officials or developers/consultants on draft policies and procedures under the Innovative Permitting Initiative. The SNHPC will be responsible for securing a location, identifying appropriate participants and confirming their participation, co-facilitating the focus group together with DES staff, and providing detailed minutes of the discussion.

Task 13: Regularly communicate with member municipalities on the Innovative Permitting Initiative through all regular communication channels, including direct conversations, on-going technical assistance on related projects, and newsletters.

Task 14: Coordinate the distribution of draft policies and procedures to municipalities and conduct necessary communication and follow-up to solicit and collect input and comments. If a survey of municipal officials is conducted, assist in follow-up to increase response.

Land Conservation Plan for the Piscataquog River Watershed

Objective 5: By *December 2009*, obtain the most up-to-date information and available maps showing the distribution and status of significant natural resources within the watershed, including up-to-date aerial photography and composite tax parcel maps, if available. Digital and hardcopy data will be collected and compiled, as feasible, into a geospatial ArcView database. Some of the information sources and spatial datasets to be used include GRANIT; DES hydrologic, impaired and quality waters, known point and non-point pollution sources, aquifer and wellhead protection areas;

DES wetlands restoration sites and tiered wetland hydric soils; FEMA 100-year floodplains; USGS Sparrow catchment data; TNC's newly updated conservation land dataset for the Piscataquog River watershed; the Wildlife Action Plan - wildlife habitat data, Eastern Joint Trout Venture surveys, NH Natural Heritage Inventory data, and available land use data from municipalities and regional planning commissions.

Measurements of success: The creation of the following maps reflecting GIS data from GRANIT and other sources as noted above.

- **Deliverable 5:** Shaded Relief and Sub-Watersheds Map depicting digital terrain – shaded relief and seven HUC 12 subwatersheds – Weare Reservoir/Lake Horace Marsh; Rand Brook/South Branch; South Branch; Everett Lake; Middle Branch; Lower North Branch/Upper Piscataquog; and Lower Piscataquog.
 - Task 15:** Gather digital terrain GIS data from GRANIT and HUC data from DES hydrographic data.
 - Task 16:** Map data.
- **Deliverable 6:** Stream Order Ranking Map depicting new stream order ranking and stream reaches and surface waters subject to the Comprehensive Shoreland Protection Act.
 - Task 17:** Gather NH DES hydrographic data from GRANIT.
 - Task 18:** Map data.
- **Deliverable 7:** Impaired and High Quality Waters Map depicting DES designated impaired and high quality waters – water quality. Incorporate USGS Sparrow catchment data and Eastern Joint Trout Program surveys as feasible.
 - Task 19:** Gather data from DES, USGS and NH Fish & Game.
 - Task 20:** Map data.
- **Deliverable 8:** Wetlands and Riparian Resources Map depicting NWI wetlands, DES wetlands restoration site tiered hydric soils data and conditions of riparian buffers from GRANIT datasets.
 - Task 21:** Gather data from GRANIT and DES.
 - Task 22:** Map data.
- **Deliverable 9:** Aquifers, Floodplains and Wellhead Protection Areas map depicting aquifer boundaries from enhanced aquifer maps prepared by NHGS, FEMA 100-year floodplains and floodplain forest data from the NH Fish & Game Wildlife Action Plan (WAP) and wellhead protection areas from DES one-stop.
 - Task 23:** Gather data from GRANIT, FEMA and DES.
 - Task 24:** Map data.
- **Deliverable 10:** Land Cover Map depicting forest cover and urban/developed areas from WAP datasets.
 - Task 25:** Gather data from GRANIT and NH Fish & Game.
 - Task 26:** Map data.
- **Deliverable 11:** Important Wildlife Habitat Map depicting highest ranked habitat by ecological conditions from WAP datasets.
 - Task 27:** Gather data from WAP/NH Fish & Game and GRANIT.
 - Task 28:** Map data.
- **Deliverable 12:** Unfragmented Forest Blocks Map depicting unfragmented forest blocks of 500, 1,000 and 5,000 acres or more from WAP and NH Audubon co-occurrence datasets.

Task 29: Gather data from WAP/NH Fish & Game and NH Audubon.

Task 30: Map data.

- **Deliverable 13:** Open Space and Conservation Lands Map depicting conservation lands – both public and private data to be released by TNC for the watershed.

Task 31: Gather data from TNC.

Task 32: Map data.

Objective 6: By *March 2010*, SNHPC will prepare and the conservation partners will review the mapped resources and data to identify the most appropriate conservation targets and high priority lands for conservation around which the land conservation plan will be developed. It is anticipated that conservation targets will include, but may not be limited to, a particular set of significant terrestrial and aquatic habitats and ecosystems, large intact forest blocks, rare species and exemplary natural communities. SNHPC and the conservation partners will also identify the most significant anthropogenic threats to the conservation targets (e.g. loss of riparian buffer, fragmentation, urban land cover), in order to most effectively target land conservation strategies. The co-occurrence model prepared by the Society for Protection of New Hampshire Forests and NH Audubon for the Piscataquog Watershed Association in 2005 will be used as an additional source of information and a guide to this process.

Measurements of success: Consensus on a concrete set of conservation targets, key threats, and land conservation goals.

- **Deliverable 14:** Distribute and share information both hard and electronic copies of maps and information among conservation partners and municipalities. Facilitate a working group meeting of the conservation partners to finalize review and assess information and identify and agree on conservation targets and shared conservation goals.

Task 33: Prepare table identifying all the Rare Species and Exemplary Natural Communities Know to Occur in the Piscataquog River Watershed from NH Natural Heritage Inventory Data.

Task 34: Prepare materials, make copies and distribute maps and information among conservation partners to review and assess data.

Task 35: Schedule and facilitate a working group meeting to identify key threats and agree on conservation targets and shared land conservation goals.

- **Deliverable 15:** Conservation Plan Map identifying conservation targets and highest priority lands for conservation.

Task 36: Create Conservation Plan Map through evaluation of Deliverables 5 through 13 and the outcomes of tasks 33 and 34.

Task 37: Map data.

Objective 7: By *August 2010*, SNHPC will prepare the DRAFT Land Conservation Plan and the conservation partners will review and assess all the natural resource information generated and mapped in the context of the conservation targets, threats, and shared land conservation goals developed under Objective 6. In developing the plan, areas of connectivity and opportunities where ecologically important natural resources co-occur with features that are significant for maintaining water quality and protecting aquatic resources (e.g. riparian zones, headwaters) will be identified to the greatest extent possible. SNHPC and the conservation partners will also consider land ownership patterns and seek input from municipalities (conservation commissions) in developing the

include in the plan, model conservation zoning regulations to be presented for consideration by municipalities for protecting the identified conservation targets and high priority lands.

Measurements of success: Development of beneficial conservation strategies and meaningful conservation zoning regulations that will assist municipal officials, conservation practitioners, and land-owners in protecting key conservation targets and aquatic resources.

- **Deliverable 16:** DRAFT Land Conservation Plan.
 - Task 38:** Prepare DRAFT Land Conservation Plan.
 - Task 39:** Develop conservation strategies and recommendations and model conservation zoning regulations.
- **Deliverable 17:** Comments and feedback on DRAFT Plan from conservation partners.
 - Task 40:** Make copies and distribute DRAFT plan for review among conservation partners and municipalities.
 - Task 41:** Review feedback and make revisions to plan, as necessary.

Objective 8: By *December 2010*, SNHPC will prepare and print colored copies of the FINAL Land Conservation Plan, and the conservation partners and UNH Cooperative Extension staff will assist SNHPC in facilitating a Joint Planning Board and Conservation Commission public hearing to be held within each municipality for the purpose of requesting that the plan be accepted and incorporated into the town's master plan and hazard mitigation plan. In addition, SNHPC and the conservation partners and municipalities will work together to develop a power point presentation and warrant articles for specific land protection and zoning regulations within each of the municipalities for the 2011 Town Meeting.

Measurements of success: Evaluation forms will be distributed and collected at each public hearing to assess level of interest and benefit of the Land Conservation Plan.

- **Deliverable 18:** Public Hearing with Municipalities and Public.
 - Task 42:** Schedule and advertise a Joint Planning Board and Conservation Commission public hearing within each municipality.
 - Task 43:** Prepare a power point presentation (summary of plan).
 - Task 44:** Present summary of plan and request plan be accepted by each municipality as part of town's master plan and hazards mitigation plan.
 - Task 45:** If accepted, circulate a Signature Page for Plan Adoption and attach as an addendum to the updated Final Plan.
 - Task 46:** Print and distribute Final Plan to conservation partners and municipalities.
 - Task 47:** Work with each municipality to develop warrant articles to be placed on the 2011 Town Meeting for specific land protection and zoning regulations to implement the plan.

All materials produced for public distribution shall include a citation that funding was provided by the NH Department of Environmental Services through Section 604(b) of the Clean Water Act with funds appropriated by the American Recovery and Reinvestment Act of 2009.

**EXHIBIT B
CONTRACT PRICE AND METHOD OF PAYMENT**

All services shall be performed to the satisfaction of DES before payment is made. All payments shall be made upon receipt and approval of stated tasks and upon receipt of an associated invoice. Documentation shall be provided with each payment request. The contract price is limited to \$24,444.00 and is contingent upon funds appropriated by the Environmental Protection Agency under Section 604(b) of the Clean Water Act. Payment shall be made in accordance with the following schedule based upon completion of specific tasks described in Exhibit A:

Upon submittal and DES approval of Tasks 1 & 2	\$1,250.00
Upon submittal and DES approval of Tasks 3 – 9	\$2,500.00
Upon submittal and DES approval of Tasks 10 & 11	\$2,370.00
Upon submittal and DES approval of Tasks 12 – 14	\$2,500.00
Upon submittal and DES approval of Tasks 15 – 32	\$6,000.00
Upon submittal and DES approval of Task 33 – 37	\$4,000.00
Upon submittal and DES approval of Task 38 – 41	\$5,824.00
Upon submittal and DES approval of Task 42 – 47	\$0.00
Total	\$24,444.00

**EXHIBIT C
SPECIAL PROVISIONS**

Paragraph 17 of the General Provisions shall not apply to this Agreement. There is no construction, field work, or other activities associated with this project that will expose the State or Grantee to liability risk.

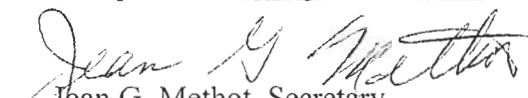
Implementation Guidance for the American Recovery and Reinvestment Act of 2009 shall apply to this Agreement to ensure that public funds are expended responsibly and in a transparent manner to further the job creation, economic recovery, and other purposes of the Recovery Act.

CERTIFICATE OF VOTE

I, Jean G. Methot, (Secretary/Treasurer, position) of the Southern New Hampshire Planning Commission, do hereby certify that at a meeting held on April 2, 2009:

1. I am the duly elected and acting Secretary of the Southern New Hampshire Planning Commission, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53);
2. The Southern New Hampshire Planning Commission Executive Committee authorized the Executive Director, David J. Preece, to execute any documents which may be necessary to effectuate the contract:
3. This authorization has not been evoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
4. The following person has been appointed to, and now occupies, the office indicated under item 2 above:

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Southern New Hampshire Planning Commission on this 13th day of May, 2009.

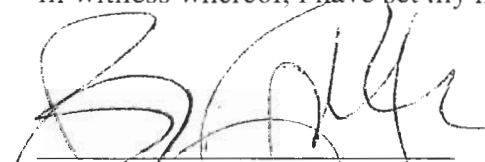

Jean G. Methot, Secretary
(name, position)

STATE OF NEW HAMPSHIRE

County of Hillsborough

On this 13 day of May, 2009, before me Barbara J. Griffin the undersigned officer, personally appeared; Jean Methot who acknowledged him/herself to be the Secretary of the SNHPC, and that he/she, as such Secretary being so authorized to do so, executed the foregoing instrument for the purpose therein contained.

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


Notary Public, Justice of the Peace
(Official Seal)

BARBARA J. GRIFFIN, Justice of the Peace
My Commission Expires February 22, 2011

My Commission Expires