

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.

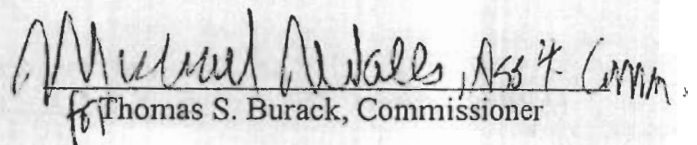
Therefore, DES will exceed the statutory minimum and allocate \$220,000 or 56 percent to the RPCs (approximately \$24,444 per RPC) and an additional \$15,384 to the Connecticut River Joint Commissions for a total of \$235,384 (60 percent) in pass-through funds. This will allow additional high priority 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: Water Quality Planning Services for the Ashuelot River Corridor Management Plan Implementation Project, the Contoocook River Management Plan Update, Innovative Land Use Techniques, and Innovative Permitting and Technical Assistance 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 Southwest Region Planning Commission		1.4 Grantee Address 20 Central Square, 2 nd Floor Keene, NH 03431	
1.5 Effective Date Upon G&C approval	1.6 Completion Date December 31, 2011 <i>June 30, 2011</i>	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 <i>Tim Murphy</i>		1.12 Name & Title of Grantee Signor Tim Murphy, Executive Director	
1.13 Acknowledgment: State of New Hampshire, County of Cheshire On <u>04 / 24 / 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) <i>Rebecca I. Baldwin</i>			
1.13.2 Name & Title of Notary Public or Justice of the Peace Rebecca I. Baldwin, Notary Public Commission Expires 09/17/13			
1.14 State Agency Signature(s) <i>Michael Walls, Asst. Comm.</i>		1.15 Name/Title of State Agency Signor(s) for Thomas S. Burack, Commissioner	
1.16 Approval by Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> 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 Southwest Region Planning Commission (SWRPC) shall perform the following tasks as described in the detailed proposal titled Water Quality Planning Services for the Ashuelot River Corridor Management Plan Implementation Project, the Contoocook River Management Plan Update, Innovative Land Use Techniques, and the Innovative Permitting and Technical Assistance Initiative, submitted by the SWRPC dated March 29, 2009:

Objective 1: By June 2011, complete a relative ranking of priority issues identified in the Ashuelot River Corridor Management Plan along with potential approaches, responsible entities, timeframes, necessary funding, and resources for implementation.

Measurements of success: The establishment of an implementation plan which identifies specific steps, assigns responsible entities, establishes a schedule for completion, considers funding/resource needs and identifies potential sources of such funding/resources.

- **Deliverable 1A:** Draft and Final Ashuelot River Corridor Management Implementation Plan (tasks to be coordinated as applicable with Upper Valley Lake Sunapee Regional Planning Commission (UVLSRPC).
 - Task 1:** Meet with the Ashuelot River Local Advisory Committee (ARLAC) to review and conduct relative ranking of priority issues contained in Ashuelot River Corridor Management Plan; a subcommittee(s) of ARLAC may be used for this task.
 - Task 2:** For those priority issues which receive higher relative rankings, identify and evaluate potential approaches toward their implementation.
 - Task 3:** For those priority issues which receive higher relative rankings, identify entities to work individually or in partnership toward their implementation.
 - Task 4:** For those priority issues which receive higher relative rankings, establish feasible schedules for their implementation.
 - Task 5:** For those priority issues which receive higher relative rankings, consider funding/resource needs for implementation and identify most realistic opportunities to access these funds/resources.
- **Deliverable 1B:** Materials documenting process of addressing this Objective.
 - Task 6:** Prepare meeting agendas for use by SWRPC, ARLAC or its subcommittee(s) in meeting this Objective.
 - Task 7:** Prepare meeting summaries of discussion at meetings referenced in Task 1.
 - Task 8:** Prepare and maintain worksheets, maps, resource materials, notes, etc. in project workfile associated with this Objective.

Objective 2: By June 30, 2010, participate in the development of the Contoocook and North Branch Rivers Management Plan Update.

Measurements of success: A final report “Contoocook and North Branch Rivers Management Plan Update,” consisting of an introductory chapter, a vision and goals and objectives chapter, a chapter detailing the land use (for the entire river corridor and individually for each of the

fourteen communities), a recommendation/implementation chapter, and appendices, will be produced and adopted by the Contoocook and North Branch Rivers Local Advisory Committee (CNBRLAC).

- **Deliverable 2A:** Local Master Plans, Local Zoning Ordinances, and Local GIS information pertaining to the towns within the planning region of SWRPC is incorporated into the plan.
 - Task 9:** Send town specific information, relevant to local Master Plans, local Zoning Ordinances, Regulations, pertinent policy documents, and other relevant documents along with local GIS data for the towns within the SWRPC planning region to Central New Hampshire Regional Planning Commission (CNHRPC) for incorporation.
- **Deliverable 2B:** Comments pertaining to the draft Plan update prepared by CNHRPC with input from CNBRLAC and DES.
 - Task 10:** Attend and participate in CNBRLAC meetings coordinated by CNHRPC to prepare Plan update.
 - Task 11:** Review draft Plan update and prepare comments for review and consideration by CNHRPC and CRLAC.
 - Task 12:** Solicit input from DES and incorporate feedback into draft Plan update.
- **Deliverable 2C:** Documentation of outreach to eight corridor towns within SWRPC's service area.
 - Task 13:** In conjunction with CNBRLAC member(s), attend and provide presentations to planning boards in corridor towns within SWRPC's service area on the Plan update.

Objective 3: Provide assistance to communities with water quality related techniques contained in the Innovative Land Use (ILU) Guide.

Measurements of success: Level of interest among communities in technical assistance in meeting this Objective.

- **Deliverable 3A:** Indication of level of interest among communities in ILU assistance.
 - Task 14:** Outreach to communities regarding technical assistance available to municipal planning boards relative to this Objective.
 - Task 15:** Establish process to determine which communities will participate in receiving technical assistance.
- **Deliverable 3B:** At least one ordinance or regulation adapted to a specific municipality and presented for local adoption.
 - Task 16:** Determine community(ies) in which to provide assistance in achieving this deliverable.
 - Task 17:** Conduct assistance over a series of meetings with the planning board(s) and/or subcommittee(s).
 - Task 18:** Prepare ordinance or regulation and present to planning board(s) for consideration and presentation for adoption.

Objective 4: Participate in DES's efforts to advance, streamline and improve coordination in the environmental permitting process.

- **Deliverable 4A:** Provide technical input in the planning and development of new policies and procedures and assist with outreach to municipalities, developers, and others involved in land development activities to obtain their input on the proposed guidelines.
 - Task 19:** Provide direct input on the development of new procedures for improved coordination of project review between municipalities and state agencies.
 - Task 20:** Participate in and assist in the coordination of pre-application technical review meetings with land development applicants, state permit officials, and municipal land use officials and staff.
 - Task 21:** Identify municipalities and developers to participate in the pilot application of the new program procedures and help to put Memorandums of Agreements in place.
- **Deliverable 4B:** Provide municipal outreach to assist with this Objective.
 - Task 22:** Sponsor a focus group for municipal officials or developers/consultants on draft policies and procedures under the Innovative Permitting Initiative. Assist DES by securing a location for this focus group meeting, identifying appropriate participants and confirming their participation, co-facilitating the focus group together with DES staff, and assisting in providing detailed minutes of the discussion.
 - Task 23:** Communicate with member municipalities on the Innovative Permitting Initiative through regular communication channels, including direct conversations, on-going technical assistance on related projects, and newsletters.
 - Task 24:** Coordinate the distribution of draft policies and procedures to municipalities and conduct necessary communication and follow-up to solicit and collect input and comments.

Objective 5: Prepare and submit all required monthly reports and final report to DES in accordance with EPA guidelines for ARRA funds.

Measurements of success: Submission of monthly and final reports to DES in a timely manner.

- **Deliverable 5:** Monthly and Final Reports.
 - Task 25:** Prepare monthly reports and final report for DES per contract requirements.

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 Task 1	\$1,000.00
Upon submittal and DES approval of Task 2	\$2,000.00
Upon submittal and DES approval of Task 3	\$1,000.00
Upon submittal and DES approval of Task 4	\$1,000.00
Upon submittal and DES approval of Task 5	\$1,500.00
Upon submittal and DES approval of Task 6	\$500.00
Upon submittal and DES approval of Task 7	\$500.00
Upon submittal and DES approval of Task 8	\$2,500.00
Upon submittal and DES approval of Task 9	\$500.00
Upon submittal and DES approval of Task 10	\$1,000.00
Upon submittal and DES approval of Task 11	\$1,000.00
Upon submittal and DES approval of Task 12	\$500.00
Upon submittal and DES approval of Task 13	\$2,000.00
Upon submittal and DES approval of Task 14	\$500.00
Upon submittal and DES approval of Task 15	\$500.00
Upon submittal and DES approval of Task 16	\$500.00
Upon submittal and DES approval of Task 17	\$2,500.00

Upon submittal and DES approval of Task 18	\$2,000.00
Upon submittal and DES approval of Task 19	\$300.00
Upon submittal and DES approval of Task 20	\$300.00
Upon submittal and DES approval of Task 21	\$300.00
Upon submittal and DES approval of Task 22	\$500.00
Upon submittal and DES approval of Task 23	\$300.00
Upon submittal and DES approval of Task 24	\$300.00
Upon submittal and DES approval of Task 25	\$1,444.00
	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.

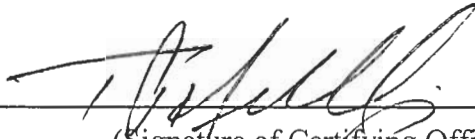
Implementation Guidance for the American Recovery and Reinvestment Act of 2009 shall apply to this Agreement to ensure that public funds are expended responsibly and in a transparent manner to further the job creation, economic recovery, and other purposes of the Recovery Act.

CERTIFICATE

I, Thomas Mullins, Chairman of the Southwest Region Planning Commission (SWRPC), do hereby certify that: (1) I am the duly elected Chairman; (2) at the meeting held on March 24, 2009, the SWRPC voted to accept DES funds and to enter into a contract with the Department of Environmental Services; (3) the SWRPC further authorized the Executive Director to execute any documents which may be necessary for this contract; (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and (5) the following person has been appointed to and now occupies the office indicated in (3) above:

Tim Murphy
(Printed name of officer authorized to sign)

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman of the SWRPC, this Twenty-fourth day of April 2009.


(Signature of Certifying Officer)

STATE OF NEW HAMPSHIRE
County of Cheshire

On this the 24th day of April 2009, before me Rebecca I. Baldwin the undersigned officer,
(Notary Public)

personally appeared Thomas Mullins who acknowledged himself to be the Chairman of the SWRPC being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

Rebecca I. Baldwin
(Notary Public Signature)

Commission Expiration Date: September 17, 2013
(Seal)