RESOLUTION

RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF FUNDS IN THE AMOUNT OF $27,500 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES INTO SPECIAL REVENUE ACCOUNT 351-6533 "STORMWATER UTILITY FEASIBILITY STUDY" AND TO AUTHORIZE THE TRANSFER OF MATCHING FUNDS IN THE AMOUNT OF $9,500 FROM ACCOUNT 792-3794 "WASTEWATER STORMWATER ABATEMENT FUND" INTO SAID SPECIAL REVENUE ACCOUNT

CITY OF NASHUA

In the Year Two Thousand and Nine

RESOLVED by the Board of Aldermen of the City of Nashua that the City of Nashua and the Division of Public Works are authorized to accept and appropriate the sum of $27,500 obtained from the State of New Hampshire Department of Environmental Services into Special Revenue Account 351-6533 "Stormwater Utility Feasibility Study" and to authorize the transfer of matching funds in the amount of $9,500 from Account 792-3794 "Wastewater Stormwater Abatement Fund" for the purpose of supporting costs associated with conducting a Stormwater Utility Feasibility Study. This resolution also authorizes the Mayor to execute any documents which may be necessary for this grant.
LEGISLATIVE YEAR 2009

RESOLUTION: R-09-213

PURPOSE: Relative to the acceptance and appropriation of funds in the amount of $27,500 obtained from the State of New Hampshire Department of Environmental Services into Special Revenue Account 351-6533 “Stormwater Utility Feasibility Study” and to authorize the transfer of matching funds in the amount of $9,500 from Account 792-3794 “Wastewater Stormwater Abatement Fund” into said Special Revenue Account.

SPONSOR(S): Mayor Donna Lee Lozeau

COMMITTEE ASSIGNMENT:

FISCAL NOTE: Fiscal impact is a $27,500 grant to the city to be used for a particular purpose. There is a $9,500 cash match required which is requested from 792-3794 “Wastewater Stormwater Abatement Fund”.

ANALYSIS

This resolution authorizes the City of Nashua and the Division of Public Works to accept and appropriate $27,500 obtained from the State of New Hampshire Department of Environmental Services for the purpose of supporting costs associated with conducting a Stormwater Utility Feasibility Study and further authorizes the Mayor to execute any documents which may be necessary for this grant.

Charter Sec. 53 permits the Board of Aldermen to transfer any unencumbered appropriation balance or any portion thereof from one department, fund or agency to another.

NRO § 5-130, H provides that “when proposed legislation to transfer or reappropriate a particular appropriation or portion thereof has had its first reading, such funds shall not be expended or transferred while the legislation is pending”.

Approved as to content: Financial Services Division
By: _______________ 

Approved as to form: Office of Corporation Counsel
By: _______________ 
Date: _______________
CERTIFICATE OF AUTHORITY

I, enter name of city clerk, City Clerk for the City of enter city, New Hampshire do hereby certify that:
(1) The City Council voted to accept funds and enter into a contract with the New Hampshire Department of Environmental Services;
(2) The City Council further authorized the office of person authorized to sign to execute any documents which may be necessary for this contract;
(3) 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
(4) the following now occupies the office indicated above:

name of person authorized to sign (whose title appears in 2 above)

IN WITNESS WHEREOF, I have hereunto set my hand as the City Clerk of enter city, New Hampshire this date day of month, year.

enter name of city clerk, City Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF ENTER COUNTY

On this the date day of month, year, before me name of notary public/JOP, the undersigned officer, personally appeared enter name of city clerk, City Clerk, who acknowledged herself/himself to be the City Clerk for the City of enter city, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Seal)

Justice of the Peace/Notary Public
Commission Expiration Date: date
GRANT AGREEMENT

Subject: Nashua Municipal Stormwater Utility Feasibility Study

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

**GENERAL PROVISIONS**

<table>
<thead>
<tr>
<th>1.1 State Agency Name</th>
<th>1.2 State Agency Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of Environmental Services</td>
<td>29 Hazen Drive</td>
</tr>
<tr>
<td></td>
<td>Concord, NH 03301</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.3 Grantee Name</th>
<th>1.4 Grantee Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Nashua</td>
<td>9 Riverside Street</td>
</tr>
<tr>
<td></td>
<td>Nashua, NH 03062</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.5 Effective Date</th>
<th>1.6 Completion Date</th>
<th>1.7 Audit Date</th>
<th>1.8 Grant Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upon G&amp;C approval</td>
<td>December 31, 2011</td>
<td>N/A</td>
<td>$27,500</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.9 Grant Officer for State Agency</th>
<th>1.10 State Agency Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eric Williams, Watershed Assistance Section Supervisor</td>
<td>603-271-2358</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.11 Grantee Signature</th>
<th>1.12 Name &amp; Title of Grantee Signor</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1.13 Acknowledgment: State of New Hampshire, County of

On __/__/____, 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

<table>
<thead>
<tr>
<th>1.14 State Agency Signature(s)</th>
<th>1.15 Name/Title of State Agency Signor(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thomas S. Burack, Commissioner</td>
<td></td>
</tr>
</tbody>
</table>

1.16 Approval by Attorney General’s Office (Form, Substance and Execution)

By: Attorney, On: / /

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-A:0, 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 of any one accident, and $500,000 for property damage in any one occurrence; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. 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 laws of the State of New Hampshire, and is binding upon the parties and their respective successors and assigns. 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

Grant funding will be used to support costs associated with conducting a Stormwater Utility Feasibility Study. The feasibility study should build on and clarify the findings of the information provided in 2009 Nashua’s Municipal Stormwater Utility Feasibility Studies grant application. The feasibility study should take a group of staff, elected officials, and citizens through all the key aspects of utility development without committing to utility development until all concerned agree it is the right way to go. The feasibility study should also identify and outline in detail the tasks that need to be completed for Stormwater Utility Implementation in Nashua. It is expected that the consultant will work collaboratively with the municipal staff, elected officials, utility stakeholders and partners, and interested citizens to complete the tasks outlined in this Scope of Services.

Task 1. Request for Qualifications

Task Description: After review and approval by DES, municipality will issue RFQ to consultant companies qualified for this project. Review submittals, hire a consultant, and agree to a Scope of Services for the consultants work on the project.

Task 1 Deliverables: Request for qualifications (RFQ) and contract with selected consultant

Task 2. Stormwater Utility Development Workshops

Task Description: Develop workshop agendas and hold a start-up workshop, a progress discussion workshop, and a final workshop to present options. Attendees should include municipal staff, elected officials, and invited citizens and partners. The workshops should provide an overview of current stormwater funding mechanisms and steps for setting up a stormwater utility, discussion of existing stormwater program; problems, needs, and goals, costs, revenues, and outlining plan for next steps, as well as brainstorming of advantages and disadvantages of adopting a stormwater utility.

Task 2 Deliverables: Workshop agendas, workshop promotional materials, handouts, and workshop summary report (recording discussion and plan for next steps).

Task 3. Stormwater Program Analysis and Planning

Task Description: Analyze the current stormwater program and develop a stormwater program plan under a proposed stormwater utility. The plan should include:

A. A description of the current municipal stormwater program:
   1. The municipal departments and staff involved in managing and implementing the stormwater program and their roles, duties, and responsibilities.
   2. The current stormwater activities implemented under the existing municipal stormwater program.
   3. Identification of the problems, needs, issues, and goals of the existing municipal stormwater program.

B. A description of the future, municipal stormwater program managed under a stormwater utility:
   1. The program priorities and basic objectives including how the stormwater program is to interact with other city programs.
   2. Evaluate and recommend operation/division/structural changes necessary to manage stormwater requirements within utility framework.
3. Budget and revenue requirements including program capital and operation and maintenance needs and costs.
4. Cost of service analysis
5. The process for obtaining local approval and inter-local agreements (if applicable) for establishing a municipal stormwater utility.
6. Identification of the legal entity and staffing for the stormwater utility and the associated process for establishment.
7. The next steps for Nashua’s stormwater utility implementation plan.

**Task 3 Deliverables:** Documentation of stormwater program analysis.

**Task 4. Compelling Case**

**Task Description:** Building on workshop input, identify advantages and disadvantages of adopting a stormwater utility for purposes of needs identified in the stormwater program analysis.

**Task 4 Deliverables:** Compelling case analysis and recommendations for Nashua.

**Task 5. Education & Outreach Strategies**

**Task Description:** Identify outreach strategies addressing barriers to utility implementation, identify target audiences, and design an outreach plan with messages and methods to get past barriers and achieve program buy-in. Also reference information included in “compelling case recommendations.”

**Task 5 Deliverables:** Stormwater utility implementation outreach plan for stormwater utility support and up front outreach incorporated into process.

**Task 6. Data Compilation for Rate Methodology**

**Task Description:** Identify and assess existing data, data sources, data gaps and potential sources to fill the gaps, for the purpose of laying out a path and estimating costs to support master account file database development. Data should include:
- Parcel Identification
- Land Use
- Existing Utility Database Accounts
- Parcel Ownership Database Accounts
- Parcel Ownership & Address
- Impervious Surface Coverage

**Task 6 Deliverables:** A summary of identified data sources, identified data gaps and potential sources to fill the gaps, as well as an analysis of the effort required to compile the data.

**Task 7. Rate Structure Analysis**

**Task Description:** Provide a cost/revenue analysis utilizing a range of proposed, potential utility rates, and identify realistic potential rate methodologies, including:
- Impervious Area
- Impervious Area + Gross Area
- Gross Area/Intensity of Development/Land Use
- Base Fee & Impervious Area Rate
• Credit Allowances
• Others

**Tasks 7 Deliverables:** Rate and Rate Methodology recommendations.

**Task 8. Billing Methodology**  
**Task Description:** Working with municipal billing and related planning staff, review and recommend a billing methodology.  
A. Investigate the following billing system options:  
• Existing Public Utility Bill  
• Tax Bill  
• Stand Alone Bill  
B. Address the following issues related to billing:  
• Billing frequency  
• Billing database source  
• Billing recipient (e.g., the owner or the tenant)  
• Long term database management  
• Procedure for handling delinquencies  
• Appeals process

**Task 8 Deliverables:** Billing summary and methodology recommendations.

**Task 9. Recommendations**  
**Task Description:** Evaluate the impact of the new stormwater program on existing staff and recommend operation/division/structural changes necessary to manage stormwater requirements within utility framework.

**Task 10. Final Feasibility Study Report**  
**Task Description:** Prepare final draft Feasibility Study Report and plan for city and DES review. Incorporate changes.

**Tasks 9 & 10 Deliverables:** Submittal of final Feasibility Study Report and plan for the municipality.

**Task 11. Presentation and Final Recommendations**  
**Task Description:** Present final Feasibility Study Report and recommended options to Board of Public Works and the Board of Aldermen.

**Task 11 Deliverable:** Presentation of Feasibility Study Report and recommended options to Board of Public Works and the Board of Aldermen.

**Task 12. Final Grant Report**  
**Task Description:** Submit final grant report to DES in accordance with the *Stormwater Utility Feasibility Study Final Report Guidelines.*

**Task 12 Deliverable:** Final grant report.
Outreach Materials Provision
All materials produced for public distribution shall be reviewed and approved by DES prior to
distribution and shall include the DES logo, and the following citation: “Funding for this project was
provided in part by a Watershed Assistance Grant from the NH Department of Environmental Services
with Clean Water Act Section 319 funds from the U.S. Environmental Protection Agency”.
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 outputs and upon receipt of an associated invoice. Documentation of match costs (including the value of volunteer labor) shall be provided with each payment request. The final invoice shall include total match cost documentation of $18,343.00. Payment shall be made in accordance with the following schedule based upon completion of specific tasks described in Exhibit A:

| Upon completion and DES approval of Task 1 - Task 10 | 90%  | $24,750 |
| Upon completion and DES approval of Tasks 11 and 12  | 10%  | $2,750  |
| **Total**                                            |      | **$27,500** |

Funding is provided through a Watershed Assistance Grant from the NH Department of Environmental Services with Clean Water Act Section 319 funds from the U.S. Environmental Protection Agency.
Exhibit C
Special Provisions

Subparagraph 1.7 of the General Provisions shall not apply to this Agreement.

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

Relative to the acceptance and appropriation of funds in the amount of $27,500 obtained from the State of New Hampshire Department of Environmental Services into Special Revenue Account 351-6533 “Stormwater Utility Feasibility Study” and to authorize the transfer of matching funds in the amount of $9,500 from Account 792-3794 “Wastewater Stormwater Abatement Fund” into said Special Revenue Account

IN THE BOARD OF ALDERMEN

1ST READING JULY 14, 2009

Referred to:

HUMAN AFFAIRS COMMITTEE AND

BUDGET REVIEW COMMITTEE

2nd Reading SEPTEMBER 8, 2009

3rd Reading

4th Reading

Other Action

Passed SEPTEMBER 8, 2009

Indefinitely Postponed

Defeated

Attest: __________________________ City Clerk

President

Approved ________________________ Mayor’s Signature

9/15/09 Date

Endorsed by

MAYOR

TABACSKO

CLEMONS

Vetoed: _________________________

Veto Sustained: _________________________

Veto Overridden: _________________________

Attest: ___________________________ City Clerk

President