**COOPERATIVE AGREEMENT FOR PARTICIPATION IN THE NASHUA AND MANCHESTER REGIONAL STORMWATER COALITIONS’ 2017 MS4 COMPLIANCE PROJECT**

Agreement by and between the Nashua Regional Planning Commission (NRPC), acting by and through its Executive Director and the Town/City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(town/city), New Hampshire, acting by and through its Governing Body/Municipal Department, in accordance to the provisions of NH RSA 36:49.

**1.0 PURPOSE**

1.1 Regional Coordination: New Hampshire’s Regional Planning Commissions, including the Nashua Regional Planning Commission (NRPC) and the Southern NH Planning Commission (SNHPC) were formed to enable municipalities to join together and coordinate the planning efforts of the region taking into account present and future needs with a view toward encouraging the most appropriate use of land; the facilitation of transportation and communication; the proper and economic location of public utilities and services; the development of adequate recreational areas; the promotion of good civic design; and the wise and efficient expenditure of public funds in order to promote the health, safety, morals and general welfare of the region and its inhabitants.

1.2 Regional Stormwater Coalitions: The Nashua and Manchester Regional Stormwater Coalitions (NMRSC) convene to better municipal, inter-municipal, and regional planning and coordination relative to requirements in the 2017 National Pollutant Discharge Elimination System (NPDES) general permit to stormwater discharges from Small Municipal Separate Storm Sewer Systems (MS4).

1.3 Stormwater Management: The NMRSC convenes to encourage municipalities required to comply with MS4 Federal stormwater requirements within the NRPC and SNHPC regions in collaboration with one another, to plan, implement, and invest in stormwater and related land use planning and management approaches that protect the water quality, natural hydrology, and habitats within their watersheds and associated waters and that advance the state’s economic growth, resource protection, and planning policy established in RSA 9-B.

**2.0 SCOPE OF WORK AND BUDGET**

2.1 Collaborative Stormwater Management Permit Compliance Project: This collaborative “Project” will provide each participating community with shared resources and an aggregated suite of resources and technical assistance such as outreach materials, ordinance templates, coordinated mapping, natural resources monitoring, system identification or other strategies needed to ensure communities can maintain compliance with the MS4 requirements, as well as take advantage of possible grant funding.

2.2 Budget: The NRPC agrees to work with the SNHPC and members of NMRSC and their individual participating municipalities on the “Project”, with the established one-time fee for participation in the “Project” to be Two Thousand Dollars and No Cents ($2,000). Payment of the established fee entitles \_\_\_\_\_\_\_\_\_\_\_\_ (town/city) to participate in all services, activities, and events associated with the NMRSC “Project.”

2.3 Payment: \_\_\_\_\_\_\_\_\_\_\_\_ (town/city) shall make full payment of the established fee to the NRPC within 30-days of executing this Agreement.

**3.0 ORGANIZATION AND RESPONSIBILITIES**

3.1 “Project” Committee: Representatives of each of the participating communities together will constitute the NMRSC “Project” Committee. Each participating community will be entitled to one vote. The Committee will approve all projects for which any expenditure will be made.

3.2 Fiscal Agent: The NRPC agrees to be the lead organization for the “Project” as fiscal agent and is responsible for making required payments for all NMRSC subcontractors supplying services and all vendors supplying purchases in accordance with tasks authorized by the NMRSC “Project” Committee.

3.3 Other Participating Communities: In order to properly fund the NMRSC “Project”, the NRPC and SNHPC agree to attempt to obtain inter-municipal agreements from each of the other NMRSC participating communities.

3.4 Effective Date: The agreement shall become effective as of the date the second municipality enters into the agreement, and shall expire at the completion of the “Project.” Any member, including \_\_\_\_\_\_\_\_\_\_\_\_ (town/city) shall be able to withdraw from participating in the “Project” at any time. There will be no credit or prorating of the established fee upon withdrawal.

3.5 Amendments: This agreement sets forth the entire understanding of the parties with respect to its subject matter. Any amendments of this agreement must be in writing and authorized by the NRPC Executive Director and the \_\_\_\_\_\_\_\_\_\_\_\_ (town/city governing body). This agreement shall be governed by the laws of the State of New Hampshire. If any provision of this agreement is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, then both parties shall be relieved of their obligations under that provision, and the remainder of the agreement shall be enforced to the fullest extent permitted by law.

**IN WITNESS WHEREOF**, the parties have executed this Cooperative Agreement by their proper officers and representatives.

NASHUA REGIONAL PLANNING COMMISSION

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A. John Minkarah, Executive Director Date

SOUTHERN NH PLANNING COMMISSION

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Sylvia von Aulock, Executive Director Date

CITY/TOWN OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, NEW HAMPSHIRE

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Authorized Representative Date

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Print Name