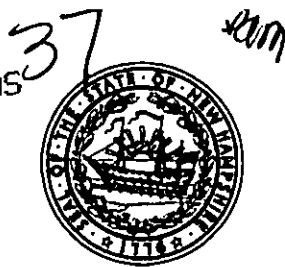




The State of New Hampshire
Department of Environmental Services

JAN 23 '20 PM 1:53 DAS



Robert R. Scott, Commissioner

January 15, 2020

His Excellency, Governor Christopher T. Sununu
and The Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to amend an agreement (PO # 1067108) with Rockingham Planning Commission, Exeter, NH, (VC #154887-B001) for the *Country Pond Watershed plan development: Phase 1 Planning for the West Watershed, Direct Drainage, Southeast Watershed, and Cedar Swamp Watershed* project by increasing the contract award amount by \$800 from \$64,000 to \$64,800 and by extending the project expiration date from December 31, 2020 to June 30, 2021, effective upon Governor and Council approval. The original agreement was approved by the Governor and Council on May 1, 2019, Item #55. 100% Federal Funds.

Funding is available in the account as follows:

	<u>FY 2020</u>
03-44-44-442010-2020-072-500574	\$800
Dept. Environmental Services, Section 604 Planning, Grants – Federal	

EXPLANATION

This Amendment requests additional funding and time to support the completion of Tasks 4 and 13, which are described in the Original Agreement (see Attachment C). During the grantee's initial review of information, new information about watershed land use and pollution sources was identified. Because it was discovered after the start of the project, the original budget did not include costs for personnel to acquire and review this additional information. Consequently, additional funds are requested so the grantee may acquire this information from state and local sources, conduct a review of the information, and determine how to incorporate this new information into the watershed plan and associated deliverables such as public presentations, educational flyers, and watershed surveys. Additional time for project completion is requested so the grantee may incorporate the new information into the watershed planning process and resulting products as described above. To date, \$10,000 has been spent of the original grant award of \$64,000.

In the event that Federal funds become no longer available, General funds will not be requested to support this program. The amendment has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval of this item.


Robert R. Scott, Commissioner

**Agreement for Services with the Rockingham Planning Commission
Amendment No. 1**

This Agreement (hereinafter called the "Amendment") dated this 20th day of November, 2019, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the "State") and the Rockingham Planning Commission, acting by and through its Executive Director, Timothy Roache, (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council on May 1, 2019 the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, The Grantee and the State have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:

(A) The completion date as set forth in sub-paragraph 1.6 of the agreement shall be changed from December 31, 2020 to June 30, 2021.

(B) The Contract Price and Method of payment as set forth in Exhibit B shall be changed as follows:

Task(s)	Title of Task	Original Payment	Change	Revised
1 - 3	Procure contractor	\$10,000	\$0	\$0
4	Develop list of materials and data for review	\$1,750	\$400	\$2,150
5 and 6	Review information and develop final list for plan	\$11,250	\$0	\$0
7	Develop management actions	\$21,000	\$0	\$0
8	Develop outreach actions	\$6,250	\$0	\$0
9	Develop schedule and milestones	\$3,250	\$0	\$0
10	Develop success indicators	\$1,000	\$0	\$0
11	Develop water quality monitoring plan	\$1,000	\$0	\$0
12	Crosswalk with MS4 permit requirements	\$2,500	\$0	\$0
13	Develop and present final plan	\$5,000	\$400	\$5,400
14	Submit semi-annual reports	\$250	\$0	\$0
15 and 16	Submit payment requests and final project report	\$750	\$0	\$0
		\$64,000	\$800	\$64,800

Initial TRC
Date 12/16/19

2. **Effective Date of Amendment:** This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.

3. **Continuance of Agreement:** Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Initial TMR
Date 12/16/19

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

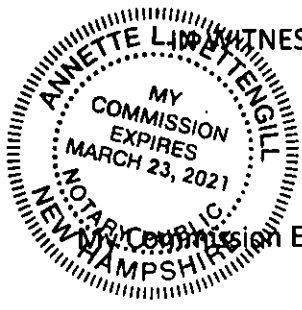
Rockingham Planning Commission

By [Signature]
Timothy Roache, Executive Director

STATE OF NEW HAMPSHIRE
COUNTY OF Rockingham

On this the 16th day of December, 2019, before the undersigned officer,
personally appeared Timothy Roache, Executive Director, who acknowledged himself to be the person
who executed the foregoing instrument for the purpose therein contained.

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



[Signature]

My Commission Expires: 3/23/21

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By [Signature]
Robert R. Scott, Commissioner

Approved by Attorney General this 17th day of January, 2020

OFFICE OF ATTORNEY GENERAL

By [Signature]

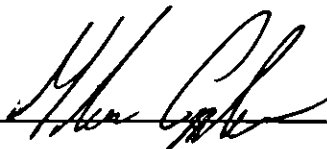
CERTIFICATE of AUTHORITY

I, Glenn Copleman, Secretary of Rockingham Planning Commission, do hereby certify that:

- (1) I am the duly elected Secretary;
- (2) at the meeting held on May 29, 2019, the Rockingham Planning Commission voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Rockingham Planning Commission 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:

Timothy Roache

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Rockingham Planning Commission, this 16th day of December, 2019.



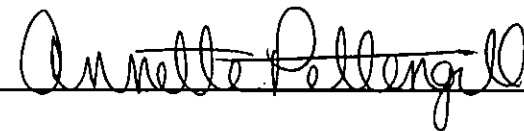
Glenn Copleman, Secretary

STATE OF NEW HAMPSHIRE

County of Rockingham

On this the 16th day of December, 2019, before me Annette Pettengill the undersigned officer, personally appeared Glenn Copleman who acknowledged himself to be the Secretary of the Rockingham Planning Commission being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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



Annette Pettengill, Notary

Commission Expires on Date:

(Seal)





CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Rockingham Regional Planning Commission 156 Water Street Exeter, NH 03833	Member Number: 563	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory	Limits May Apply If Not
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
NH Department of Environmental Services PO Box 95 Concord NH 03301			By: <i>Mary Beth Purcell</i>
			Date: 11/25/2019 mpurcell@nhprimex.org Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Attachment C
Copy of Original Agreement



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Robert R. Scott, Commissioner

April 8, 2019

APPROVED G & C

DATE 5/1/19
ITEM # 55

His Excellency, Governor Christopher T. Sununu
and The Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Environmental Services to enter into an agreement with the Rockingham Planning Commission, Exeter, NH, (VC #154887) in the amount of \$64,000 to complete the *Country Pond Watershed plan development: Phase 1 Planning for the West Watershed, Direct Drainage, Southeast Watershed, and Cedar Swamp Watershed*, effective upon Governor and Council approval through December 31, 2020. 100% Federal Funds.

Funding is available in the account as follows:

03-44-44-442010-2020-072-500574

Dept. Environmental Services, Section 604 Planning, Grants – Federal

FY 2019
\$64,000

EXPLANATION

Each year, the New Hampshire Department of Environmental Services (NHDES) receives funds under Section 604(b) of the U.S. Environmental Protection Agency Clean Water Act, which must be granted to regional planning agencies for water quality planning projects. NHDES solicited proposals from each of the nine regional planning agencies in New Hampshire to submit scopes of services for projects supporting local efforts to address water quality outcomes such as: 1) identifying the most cost effective and locally acceptable facility and nonpoint measures to meet and maintain water quality standards; 2) developing an implementation plan to obtain State and local financial and regulatory commitments to implement water quality plans; 3) determining the nature, extent, and causes of water quality problems in the State; and, 4) determining those publicly owned treatment works which should be constructed, taking into account the relative degree of effluent reduction attained and the consideration of alternatives to such construction.

Five regional planning agencies submitted letters of intent for one project each. All five letters of intent were evaluated and ranked based on the following criteria: a) a clear and concise project outcome statement including discussion of how the planning effort will be used to make progress toward implementation of corrective actions which will protect or restore water quality with respect to Clean Water Act assessments; b) success in addressing the water quality outcomes (numbers 1 through 4 above); c) a reasonable budget and timeline; d) a documented community need or opportunity; and, e) the level of public participation and commitment to the project. Based on the specified selection criteria

www.des.nh.gov

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • Fax: (603) 271-7894 • TDD Access: Relay NH 1-800-735-2964

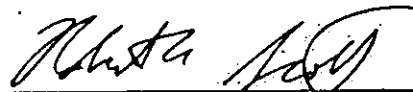
and the amount of grant funding available, the highest ranked proposal was selected for funding. Please refer to Attachment B for review and ranking results, along with review panel members and affiliations.

Located in the towns of Newton and Kingston in Rockingham County, Country Pond has experienced an increasing number of documented hepatotoxic cyanobacteria blooms over the past fifteen years. Because some forms of hepatotoxic cyanobacteria are toxic to people and pets, the blooms have resulted in health advisories to protect the public. Country Pond is on the NHDES 2016, 303(d) list as impaired for Primary Contact Recreation (swimming) due to the hepatotoxic cyanobacteria blooms.

This project will develop a watershed management plan for Country Pond. The plan will also fulfill several Lake Phosphorus Control Plan (LPCP) components as described in the 2018 New Hampshire Small Municipal Separate Storm Sewer (MS4) General Permit for waterbodies and municipalities subject to a lake or pond Total Maximum Daily Load (TMDL). This project will leverage existing phosphorus source identification and loading analyses presented in the Country Pond TMDL to develop the remaining elements of an EPA, nine-element (a-i) watershed plan. The communities of Kingston and Newton are both subject to the MS4 permit and would benefit from development of an actionable watershed plan for Country Pond to direct their efforts. The desired environmental outcome is a reduction in the frequency and intensity of hepatotoxic cyanobacteria blooms to the extent that Country Pond is removed from the impaired waters list and public health risk associated from primary contact recreation (swimming) has been similarly reduced. Success will be measured through on going water quality monitoring through the NHDES Volunteer Lake Assessment Program.

In the event that federal funds become no longer available, general funds will not be requested to support this program. The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.



Robert R. Scott, Commissioner


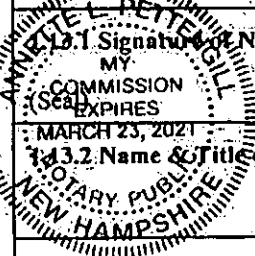
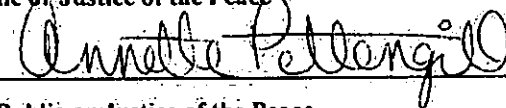
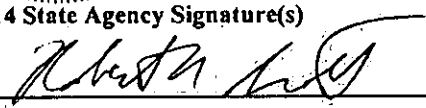
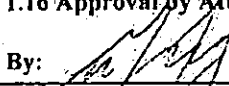
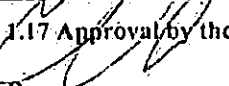
GRANT AGREEMENT

Subject: Country Pond Watershed Plan Development: Phase 1 Planning for the West Watershed, Direct Drainage, Southeast Watershed, East Watershed, and Cedar Swamp Watershed

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 PO Box 95 Concord, NH 03302-0095	
1.3 Grantee Name Rockingham Planning Commission		1.4 Grantee Address 156 Water Street Exeter, NH 03833	
1.5 Effective Date Upon G&C approval	1.6 Completion Date December 31, 2020	1.7 Audit Date N/A	1.8 Grant Limitation \$64,000
1.9 Grant Officer for State Agency Stephen Landry, Watershed Assistance Section Supervisor		1.10 State Agency Telephone Number (603) 271-2969	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor TIMOTHY RACHE EXECUTIVE DIRECTOR	
1.13 Acknowledgment: State of New Hampshire, County of Rockingham On <u>3/14/19</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.			
1.14.1 Signature of Notary Public or Justice of the Peace  			
1.14.2 Name & Title of Notary Public or Justice of the Peace Annette Pellengill, Notary			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Robert R. Scott, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By:  Attorney, On: <u>4/15/19</u>			
1.17 Approval by the Governor and Council By:  On: <u> / /</u>			

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 or 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, workmen'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 admissions 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 workers' 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 Rockingham Planning Commission (RPC) will perform the following tasks as described in the proposal titled *Country Pond Watershed Plan Development: Phase 1 Planning for the West Watershed, Direct Drainage, Southeast Watershed, East Watershed, and Cedar Swamp Watershed* submitted December 7, 2018:

Objective 1: Following procurement requirements, hire consulting firm to assist with project.

Deliverable 1: Signed contract with consulting firm.

- Task 1: Work with NHDES staff to develop Request for Qualifications (RFQ).
- Task 2: Issue RFQ, review responses, select consultant.
- Task 3: Finalize contract with selected consultant.

Objective 2: Review technical information about Country Pond watershed, NH MS4 permit, and other relevant information in preparation for developing the watershed plan.

Deliverable 2: List of information reviewed.

- Task 4: Develop list of materials for review.
- Task 5: Review information for inclusion in plan.
- Task 6: Create final list of information for use in plan.

Objective 3: Develop a – i compliant watershed plan and align with MS4 requirements.

Deliverable 3: Final watershed plan.

- Task 7: Develop management actions and costs/authority for actions (elements c and d).
- Task 8: Develop outreach activities (element e).
- Task 9: Develop plan implementation schedule and milestones (elements f and g).
- Task 10: Develop success indicators (element h).
- Task 11: Develop a water quality monitoring plan (element i).
- Task 12: Crosswalk watershed planning elements with MS4 permit requirements for phosphorus impaired lakes.
- Task 13: Develop final watershed plan and present to stakeholders.

Objective 4: Conduct all project management of the grant.

Deliverable 4: All final products delivered to the NHDES including reports, invoices, and required match.

Task 14: Submit electronic semi-annual reports documenting all work performed during the project periods as follows:

- Work completed April 1 – September 30, report is due by October 31
- Work completed October 1 – March 31, report is due by April 30

In the event that the grantee has not completed a timely submittal of the progress reports, all further payments will be suspended until the overdue reports are submitted, and approved by NHDES.

Task 15: Submit payment requests to NHDES.

Task 16: Prepare and submit Final Report to NHDES.

Exhibit B
Method of Payment and Contract Price

All services shall be performed to the satisfaction of NHDES before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of an associated invoice. Payment shall be made in accordance with the following schedule based upon completion of specific tasks described in Exhibit A:

Upon completion and NHDES approval of Tasks	1 - 3	\$10,000
Upon completion and NHDES approval of Task	4	\$1,750
Upon completion and NHDES approval of Tasks	5 and 6	\$11,250
Upon completion and NHDES approval of Task	7	\$21,000
Upon completion and NHDES approval of Task	8	\$6,250
Upon completion and NHDES approval of Task	9	\$3,250
Upon completion and NHDES approval of Task	10	\$1,000
Upon completion and NHDES approval of Task	11	\$1,000
Upon completion and NHDES approval of Task	12	\$2,500
Upon completion and NHDES approval of Task	13	\$5,000
Upon completion and NHDES approval of Task	14	\$250
Upon completion and NHDES approval of Tasks	15 and 16	\$750
Total		\$64,000

Exhibit C
Special Provisions

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

Subparagraph 17.1.2 of the General Provisions shall be amended to read "general liability insurance, in amounts not less than \$1,000,000 per occurrence, \$2,000,000 aggregate; and".

Federal Funds paid under this agreement are from a Grant Agreement to the State from the US Environmental Protection Agency, Water Quality Management Planning under CFDA # 66.454. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) and has provided NHDES with their Data Universal Numbering System (DUNS) number. The Grantee's DUNS number is 099363210.

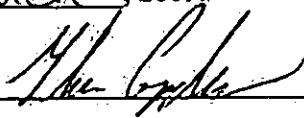
CERTIFICATE of AUTHORITY

I, Glenn Coppelman, Secretary of the Rockingham Planning Commission, do hereby certify that:

- (1) I am the duly elected Secretary;
- (2) at the meeting held on February 28, 2018, the Rockingham Planning Commission voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Rockingham Planning Commission 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 Roache

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Rockingham Planning Commission, this 4th day of March, 2019.



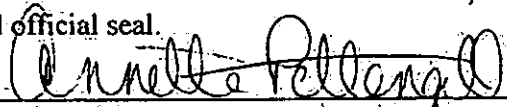
Glenn Coppelman, Secretary

STATE OF NEW HAMPSHIRE

County of Rockingham

On this the 4th day of March, 2019, before me Annette Pettengill the undersigned officer, personally appeared Glenn Coppelman, who acknowledged him/herself to be the Secretary of the Rockingham Planning Commission being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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



Annette Pettengill, Notary

Commission Expiration Date:
(Seal)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Liberty Mutual Insurance PO Box 188065 Fairfield, OH 45018	CONTACT NAME:	PHONE (A/C, Hq, Ext): 800-962-7132	FAX (A/C, No): 800-845-3866
	E-MAIL ADDRESS: BusinessService@LibertyMutual.com	INSURER(S) AFFORDING COVERAGE	
INSURED Rockingham Planning Commission 156 Water St Exeter NH 03833	INSURER A:	Ohio Casualty Insurance Company	NAIC # 24074
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 47253541

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED (RSD) (W/O)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Businessowners GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		BZO58281160	7/1/2018	7/1/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/OP AGG \$4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAO58281160	1/11/2019	1/11/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is Additional Insured if required by written contract or written agreement, subject to Businessowners' Liability Extension Blanket Additional Insured Provision.

CERTIFICATE HOLDER

CANCELLATION

NH Dept of Environmental Services
PO Box 95
Concord NH 03302

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marilyn Rogers

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CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Rockingham Regional Planning Commission 156 Water Street Exeter, NH 03833		Member Number: 563	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply (if Not)		
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence		
			General Aggregate		
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input type="checkbox"/> Automobile Liability Deductible: Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)		
			Aggregate		
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> Statutory		
			Each Accident		\$2,000,000
			Disease - Each Employee		\$2,000,000
			Disease - Policy Limit		
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)		
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange By: <i>Tammy Danner</i> Date: 3/4/2019 tdanner@nhprimex.org Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
NH Dept of Environmental Services PO Box 95 29 Hazen Dr Concord NH 03302			

**Attachment A
Budget Estimate**

Budget Item	Grant Amount FY19
Salaries & Wages	\$17,910.00
Contractual	\$46,000.00
Travel and Training	\$90.00
Printing/ Supplies	<u>\$0.00</u>
FY Total Grant Amounts	\$64,000.00

Attachment B: 604(b) Water Quality Planning Grants Ranking

Organization	Project Name	Reviewer A	Reviewer B	Reviewer C	Reviewer D	Reviewer E	Total Score	Avg. Score	Rank (by avg.)
Rockingham Planning Commission	Country Pond Watershed Plan Development: Phase 1	109	98	105	110	115	537	107.4	1
Strafford Regional Planning Commission	Development of the Sunrise Lake Watershed-Based Plan	108	94	94	105	94	493	98.6	Not Selected
Nashua Regional Planning Commission	Watershed-based Plan for Robinson Pond, including Howard Brook Sub-Watershed	103	87	101	85	88	472	94.4	Not Selected
Upper Valley Lake Sunapee Regional Planning Commission	Structural Impacts on the Cold River Watershed	81	70	94	55	45	345	69.0	Not Selected
Central NH Planning Commission	Warner River Corridor Management Plan/ Subwatershed Hotspot Analysis	50	40	85	50	55	280	56.0	Not Selected

Maximum score possible = 120 points.

Review Team Members

Name	Qualifications
Sally Soule	20 years grant management experience; currently serve as Coastal Watershed Supervisor with project management, watershed management expertise
Jeffery Marcoux	15 years experience, Watershed Supervisor, project manager, grant and contract expertise
Stephen Landry	Watershed Assistance Section Supervisor, 21 years experience, project management, and watershed management expertise
Katherine Zink	8 years experience, Watershed Assistance Specialist, surface and drinking water sampling, microbial expertise
Deborah Loiselle	25 years of experience; Stormwater Coordinator, Dam Removal and River Restoration Coordinator, project management, and grant expertise.