



The State of New Hampshire  
**Department of Environmental Services**

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Robert R. Scott, Commissioner

May 28, 2020

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 Strafford Regional Planning Commission, Rochester, NH, (VC #155570) in the amount of \$64,000 to complete the *Sunrise Lake Watershed Plan Development* project, effective upon Governor and Council approval through December 31, 2021. 100% Federal Funds.

Funding is available in the account as follows:

	<u>FY 2020</u>
03-44-44-442010-2020-072-500574	\$64,000
Dept. Environmental Services, Section 604 Planning, Grants – Federal	

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.

Four regional planning agencies submitted letters of intent for one project each, and one regional planning agency put in two letters of intent. All six 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 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:

Sunrise Lake is a relatively shallow, man-made water body in the southeastern New Hampshire town of Middleton. Strafford Regional Planning Commission (SRPC), in collaboration with Sunrise Lake Village District (SLVD), will develop a comprehensive watershed plan (plan) for Sunrise Lake promoting cost-effective implementation of best management practices. New Hampshire's Watershed Report Cards rank Sunrise Lake as poor for elevated concentrations of chlorophyll-a and phosphorus, and severe for *Escherichia coli* bacteria concentrations, all of which have negative implications for primary contact recreation (swimming).

The plan will identify and quantify specific sources of phosphorus contributing to the lake's water quality impairments. This information will be used to develop an annual phosphorus loading budget, recommend reduction goals, and outline options for reducing phosphorus loading. SRPC will collaborate with the identified watershed partners to select, refine, and prioritize measures to address water-quality impairments.

The implementation plan will detail expected pollutant load reductions; estimated implementation costs; potential local, state, and federal funding sources; and the parties responsible for the specified actions to achieve the desired results.

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 of this item.

  
Robert R. Scott, Commissioner


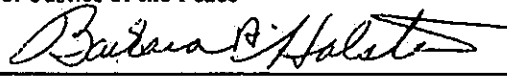
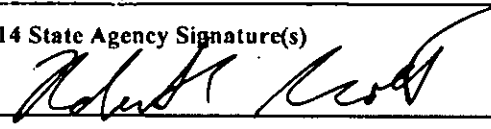
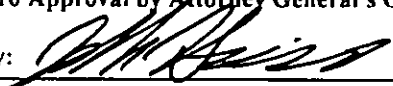
## GRANT AGREEMENT

Subject: Sunrise Lake Watershed Plan Development

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

### GENERAL PROVISIONS

#### 1. IDENTIFICATIONS AND DEFINITIONS

<b>1.1 State Agency Name</b> Department of Environmental Services		<b>1.2 State Agency Address</b> PO Box 95 Concord, NH 03302-0095	
<b>1.3 Grantee Name</b> Strafford Regional Planning Commission		<b>1.4 Grantee Address</b> 150 Wakefield Street, Suite 12 Rochester, NH 03867	
<b>1.5 Effective Date</b> Upon G&C approval	<b>1.6 Completion Date</b> December 31, 2021	<b>1.7 Audit Date</b> N/A	<b>1.8 Grant Limitation</b> \$64,000
<b>1.9 Grant Officer for State Agency</b> Stephen Landry, Watershed Assistance Section Supervisor		<b>1.10 State Agency Telephone Number</b> (603) 271-2969	
<b>1.11 Grantee Signature</b> 		<b>1.12 Name &amp; Title of Grantee Signor</b> Jennifer Gajsz, Executive Director	
<b>1.13 Acknowledgment:</b> State of New Hampshire, County of STRAFFORD On <u>05/18/2020</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.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> (Seal) 			
<b>1.13.2 Name &amp; Title of Notary Public or Justice of the Peace</b> <div style="text-align: right;"> <b>BARBARA A. HOLSTEIN</b>                      Notary Public - New Hampshire                      My Commission Expires March 9, 2021                 </div>			
<b>1.14 State Agency Signature(s)</b> 		<b>1.15 Name/Title of State Agency Signor(s)</b> Robert R. Scott, Commissioner	
<b>1.16 Approval by Attorney General's Office (Form, Substance and Execution)</b> By:  Attorney, On: <u>6/5/2020</u>			
<b>1.17 Approval by the Governor and Council</b> 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 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 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 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 Strafford Regional Planning Commission (SRPC) will perform the following tasks as described in the proposal titled *Sunrise Lake Watershed Plan Development* submitted December 5, 2019:

**Objective 1:** Hire consulting firm to assist with project following procurement requirements.  
Measures of Success: Consulting firm is selected and hired, project team established.

**Deliverable 1:** Signed contract with consulting firm.

Task 1: Work with NHDES staff to develop Request for Qualifications (RFQ).  
Task 2: SRPC will work with NHDES staff to assemble a project team to include local representatives of the town, allied organizations and residents.  
Task 3: Issue RFQ, review responses, select consultant.  
Task 4: Finalize contract with selected consultant.

**Objective 2:** Review existing technical information about Sunrise Lake and other relevant information in preparation for developing the watershed plan.  
Measures of Success: Project kick-off meeting, technical information is reviewed

**Deliverable 2:** List of information reviewed and summary notes.

Task 5: Develop list of materials for review.  
Task 6: Project Kick-off meeting.  
Task 7: Review information for inclusion in plan.  
Task 8: Create final list of information for use in plan.

**Objective 3:** Develop a-i compliant watershed plan.  
Measures of Success: An a-i plan is developed.

**Deliverable 3:** Final watershed plan.

Task 9: The consultant will run lake loading response model to estimate phosphorus loads to the lake and present output to the project team. SRPC and NHDES will review output and provide guidance. Develop Site Specific Project Plan (SSPP) as needed.  
Task 10: SRPC will coordinate with NHDES and the consultant to develop the draft water quality goal, present to the project team to solicit feedback and finalize. The project team and consultant will attend the goal setting meeting and provide feedback.  
Task 11: The consultant will conduct the watershed assessment to identify best management practices (BMPs) to reduce nonpoint sources. SRPC will conduct a septic system survey and participate in watershed assessment. NHDES will conduct assessment of residential properties. The project team will assist in assessment activities and identifying locations of concern and other actions including non-structural approaches for NPS control.  
Task 12: The Consultant, NHDES, SRPC will develop cost estimates and leads for NPS management; present actions and costs to project team. The project team will review cost estimates and assist with identifying leads for implementation.  
Task 13: SRPC and NHDES will develop a draft outreach plan and convene a project team meeting to

review and finalize the outreach component for inclusion in the plan.

Task 14: SRPC and NHDES will develop a schedule for implementing the NPS management measures to be reviewed and finalized at a meeting with the project team.

Task 15: SRPC will work with NHDES to develop a description of interim, measurable milestones for determining whether NPS management measures or other control actions are being implemented; the draft will be shared at a project team meeting for review and finalization.

Task 16: SRPC and NHDES will develop a set of criteria that can be used to determine whether loading reductions or habitat restoration is being achieved over time and progress toward attaining water quality standards; the draft indicators will be reviewed and finalized at a project team meeting.

Task 17: SRPC and NHDES will work with project team and lake monitors to develop a water quality monitoring plan to evaluate the effectiveness of implementation actions.

Task 18: SRPC will combine all elements into an a-i plan and present the draft at a project team meeting to solicit feedback and finalize the plan.

**Objective 4:** Conduct all project management of the grant.

Measures of Success: Project management activities are completed on time.

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

Task 19: 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 20: Submit payment requests to NHDES.

Task 21: Submit a comprehensive final report to NHDES on or before the project completion date. The final report shall include load reduction estimates, photo-documentation of installed system components when applicable, and comply with the NHDES and U.S. Environmental Protection Agency requirements, including ADA compliance, found in the final report guidance document on the NHDES Watershed Assistance Section webpage.

**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 - 4	\$3,080
Upon completion and NHDES approval of Task	5	\$803
Upon completion and NHDES approval of Tasks	6	\$821
Upon completion and NHDES approval of Task	7	\$803
Upon completion and NHDES approval of Task	8	\$803
Upon completion and NHDES approval of Task	9	\$13,758
Upon completion and NHDES approval of Task	10	\$5,758
Upon completion and NHDES approval of Task	11	\$10,776
Upon completion and NHDES approval of Task	12	\$10,758
Upon completion and NHDES approval of Task	13	\$2,141
Upon completion and NHDES approval of Task	14	\$1,213
Upon completion and NHDES approval of Tasks	15	\$1,838
Upon completion and NHDES approval of Task	16	\$2,365
Upon completion and NHDES approval of Task	17	\$2,365
Upon completion and NHDES approval of Task	18	\$4,398
Upon completion and NHDES approval of Task	19	\$857
Upon completion and NHDES approval of Task	20	\$603
Upon completion and NHDES approval of Tasks	21	\$860
	<b>Total</b>	<b>\$64,000</b>



**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 791678188.

**CERTIFICATE OF VOTE**

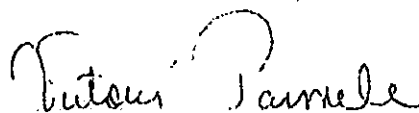
I, Victoria Parmele, Chairperson of the Strafford Regional Planning Commission, do hereby certify that:

- 1) I am the duly elected Chairperson;
- 2) At the meeting held on September 20, 2019, the Strafford Regional Planning Commission voted to authorize the Executive Director, and in his/her absence the acting Executive Director, to sign & execute any contracts for SRPC;
- 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 person has been appointed to and now occupies the office indicated in (2) above: Executive Director Jennifer Czysz

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairperson of the

Strafford Regional Planning Commission,

this 18<sup>th</sup> day of May, 2020.



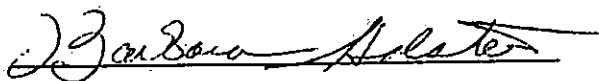
Victoria Parmele, Chairperson

STATE OF NEW HAMPSHIRE  
County of Strafford

On this the 18<sup>th</sup> day of May, 2020, before me

BARBARA HOLSTEIN the undersigned officer, personally appeared Victoria Parmele, who acknowledged him/herself to be the 18<sup>th</sup> day of May, 2020 of the Strafford Regional 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.



Notary Public

Commission Expiration Date:  
(Seal)

**BARBARA A. HOLSTEIN**  
Notary Public - New Hampshire  
My Commission Expires March 9, 2021



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) 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, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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 Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> 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 Primex<sup>3</sup>. 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.

<b>Participating Member:</b> Strafford Regional Planning Commission 150 Wakefield Street, Suite 12 Rochester, NH 03867		<b>Member Number:</b> 562	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> 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		
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <input type="checkbox"/> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2019	7/1/2020	Each Occurrence	\$ 1,000,000	
	7/1/2020	7/1/2021	General Aggregate	\$ 2,000,000	
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)		
			Aggregate		
<input type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>			Statutory		
			Each Accident		
			Disease - Each Employee		
			Disease - Policy Limit		
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)		
<b>Description:</b> Sunrise Lake Watershed Plan Development Grant. The certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered. Pollution and hazardous waste related liabilities, expenses and claims are excluded from coverage in the coverage document.					

<b>CERTIFICATE HOLDER:</b>	<input checked="" type="checkbox"/>	Additional Covered Party	<input type="checkbox"/>	Loss Payee	Primex <sup>3</sup> - NH Public Risk Management Exchange
State of NH Department of Environmental Services 29 Hazen Dr. PO Box 95 Concord, NH 03302					By: <i>Mary Beth Purcell</i>
					Date: 5/18/2020    mpurcell@nhprimex.org
					Please direct inquires to: Primex <sup>3</sup> Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) 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, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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 Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> 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 Primex<sup>3</sup>. 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.

<b>Participating Member:</b> Strafford Regional Planning Commission 150 Wakefield Street, Suite 12 Rochester, NH 03867		<b>Member Number:</b> 562	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> 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	1/1/2020	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)		
<b>Description:</b> Proof of Primex Member coverage only.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
State of NH Department of Environmental Services 29 Hazen Dr. PO Box 95 Concord, NH 03302			<b>By:</b> <i>Mary Beth Purcell</i>
			<b>Date:</b> 4/21/2020    mpurcell@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

**Attachment A  
Budget Estimate**

<b>Budget Item</b>	<b>Grant Amount</b>
Salaries & Wages	\$17,594
Contractual	\$46,300
Travel and Training	\$106
Printing/ Supplies	\$0
<b>Total Grant Amounts</b>	<b>\$64,000</b>

**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.)
Stratford Regional Planning Commission	Development of the Sunrise Lake Watershed-Based Plan	91.5	87	86	94	94	452.5	90.5	1
Lakes Region Planning Commission	Lake Winnisquam Watershed Management Plan	91	50	76	85	93	395	79.0	Not Selected
Rockingham Planning Commission	Septic System Inventory and Analysis for Little River and Upper Winnicut River Watersheds in North Hampton, NH.	88	85	71	59	55	358	71.6	Not Selected
Southwest Region Planning Commission	Ashuelot River Corridor Plan Update 2020	64.5	77	75	70	68	354.5	70.9	Not Selected
Lakes Region Planning Commission	Update to Pemigewasset River Corridor Management Plan	63.5	47	60	62.5	64	297	59.4	Not Selected
Central NH Planning Commission	Warner River Corridor Management Plan	58.5	41	64	70	55	288.5	57.7	Not Selected

**Review Team Members**

Name	Qualifications
Deborah Loiselle	26 years of experience, Stormwater Coordinator, Dam Removal and River Restoration Coordinator, project management, and grant expertise
Jeffery Marcoux	16 years experience, Watershed Supervisor, project manager, grant and contract expertise
Katherine Zink	9 years experience, Watershed Assistance Specialist, surface and drinking water sampling, microbial expertise
Sally Soule	21 years grant management experience; currently serves as Coastal Watershed Supervisor with project management, watershed management expertise
Stephen Landry	Watershed Assistance Section Supervisor, 27 years experience, project management, and watershed management expertise