



The State of New Hampshire
Department of Environmental Services

Thomas S. Burack, Commissioner



September 16, 2014

Her Excellency, Governor Margaret Wood Hassan
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 \$7,500 to complete the *Implementation of Water Quality Improvement Tasks in Lamprey River and Piscassic River Watersheds in Epping, N.H. Project*, effective upon Governor and Council approval through December 31, 2016. 100% Federal Funds.

Funding is available in the account as follows:

	<u>FY 2015</u>
03-44-44-442010-2020-072-500574	\$7,500.00
Dept. Environmental Services, Section 604 Planning, Grants – Federal	

EXPLANATION

Each year DES receives funds under Section 604(b) of the Clean Water Act, which must be granted to regional planning agencies for water quality planning projects. DES solicited proposals from each of the nine regional planning agencies 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 non-point 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.

Six planning agencies submitted letters of intent for one project each, and two planning agencies submitted letters of intent for two projects each. All eight letters of intent were evaluated and ranked based on the following criteria: a) a clear and concise project outcome statement including discussion of how this 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 five highest ranked proposals were selected for funding. Please refer to Attachment B for review results, and review panel members.

Through this project, the Rockingham Planning Commission (RPC) will work with the Town of Epping and the Lamprey River Advisory Committee to implement tasks identified in the 2013 Lamprey River Watershed Management Plan to address water quality impairments in the Lamprey and Piscassic Rivers. The tasks include updating Epping's stormwater standards to require increased onsite treatment, and limiting impervious surfaces to reduce the amount of stormwater runoff pollution entering the rivers. The updated stormwater standards will help control nonpoint source pollution from future development, and mitigate pollution from existing development. Additionally, RPC will design two small-scale stormwater treatment best management practices (BMPs). When constructed, the BMPs will reduce nutrients and sediment in stormwater runoff that can contribute to water quality impairments, and act as demonstration projects to show residents and town officials how small projects can effectively be used to reduce stormwater pollution.

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.


Thomas S. Burack, Commissioner

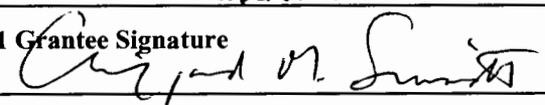
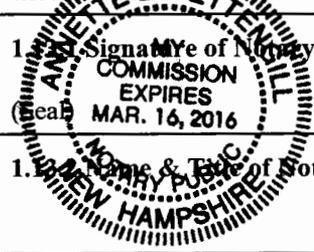
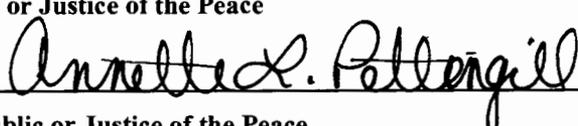
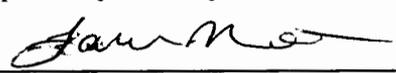
GRANT AGREEMENT

Subject: Implementation of Water Quality Improvement Tasks in Lamprey River and Piscassic River Watersheds in Epping, N.H

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, 2016	1.7 Audit Date N/A	1.8 Grant Limitation \$7,500
1.9 Grant Officer for State Agency Eric Williams, Watershed Assistance Section Supervisor		1.10 State Agency Telephone Number 603 - 271-2358	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor Clifford M. Sinnott, Executive Director	
1.13 Acknowledgment: State of New Hampshire, County of Rockingham On <u>Sept 3 / 2014</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 Signature of Notary Public or Justice of the Peace  			
1.15 Name & Title of Notary Public or Justice of the Peace Annette L. Pettergill, Notary			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Thomas S. Burack, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By:  Attorney, On: <u>9/29/2014</u>			
1.17 Approval by the Governor and Council By: _____ On: / /			

2. **SCOPE OF WORK.** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-O, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the state of New Hampshire.

4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the Effective Date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**

5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete, compensation to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.**

In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. **PERSONNEL.**

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform such Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3 The Grant officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA: RETENTION OF DATA; ACCESS.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4 On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OR AGREEMENT.**

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. **EVENT OF DEFAULT; REMEDIES.**

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 failure to perform the Project satisfactorily or on schedule; or

11.1.2 failure to submit any report required hereunder; or

11.1.3 failure to maintain, or permit access to, the records required hereunder; or

11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

11.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement

and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and 11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4 Notwithstanding anything in this Agreement to the contrary, either the State or except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member or employee of the Grantee and no representative, officer of employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement, the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, 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 *Implementation of Water Quality Improvement Tasks in Lamprey River and Piscassic River Watersheds in Epping, N.H* submitted June 13, 2014:

Objective 1: Develop updated stormwater standards for Epping, N.H for incorporation into town zoning ordinances, and site plan and subdivision regulations by March 2016.

Measure of Success: The Epping Planning Board presents amendments to the town's site plan and subdivision regulations, and/or zoning ordinances addressing the reduction and treatment of stormwater runoff for all new development and redevelopment. If only subdivision or site plan regulations are amended, the goal will be approval of the amendments by the Planning Board; if zoning ordinances are amended, the goal will be approval of the amendments at the March 2016 Town Meeting.

Deliverable 1: Drafts of revised zoning ordinance amendments and site plan/subdivision regulations that reduce stormwater water runoff and provide better treatment of runoff.

Task 1: Work with Epping Planning Board to review the Southeast Watershed Alliance (SWA) model stormwater ordinance and determine what modifications are necessary to meet the town's zoning, site plan and subdivision regulations needs.

Task 2: Based upon meetings with the Planning Board and Town Planner, draft updated stormwater standards for incorporation into Epping's regulations and ensure conflicts do not exist with Epping's other zoning ordinances and regulations.

Task 3: Prepare draft stormwater standards for zoning ordinances and/or site plan and subdivision regulations for the Planning Board's consideration and to be sent to required public hearings for adoption or to be sent to the Town Meeting for approval in March 2016. Incorporate any amendments needed as a result of the public hearings into the final drafts.

Objective 2: Design of two small-scale stormwater reduction projects within Epping, N.H., specifically on municipal land, to reduce stormwater runoff pollution and develop estimates to install projects by November 2015.

Measure of Success: Design and cost estimates for two stormwater reduction projects likely to be installed by Epping to serve as demonstration projects and to reduce stormwater pollution contributions from town-owned land.

Deliverable 2: Selection of location, design and cost estimates for two stormwater reduction projects.

Task 4: Work with Epping town officials to select two locations on municipal land to reduce stormwater runoff from entering into either the Lamprey or Piscassic River.

Task 5: Following State and Federally approved procurement procedures, hire an engineer and landscape architect to design two stormwater reduction projects. This design work will include installation estimates. Both stormwater reduction projects will be designs that best fit the selected site locations and will be specifically designed for nutrient and sediment removal to help mitigate low dissolved oxygen

impairments. Designs will be chosen based upon cost effectiveness and ease of installation. Present the completed designs to the town, along with possible funding sources for installation.

Exhibit B
Method of Payment and Contract Price

All services shall be performed to the satisfaction of DES before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of an associated invoice. Documentation of match costs (including the value of volunteer labor) shall be provided with each payment request. The final invoice shall include total match cost documentation of at least \$2,214.64. Payment shall be made in accordance with the following schedule based upon completion of specific tasks described in Exhibit A:

Upon completion and DES approval of Task 1	\$1,380
Upon completion and DES approval of Task 2	\$2,060
Upon completion and DES approval of Task 3	\$730
Upon completion and DES approval of Task 4	\$1,070
Upon completion and DES approval of Task 5	<u>\$2,260</u>
Total	\$7,500

Exhibit C
Special Provisions

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

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 DES with their Data Universal Numbering System (DUNS) number. The Grantee's DUNS number is 099363210.

CERTIFICATE

I, Joan Whitney, Secretary of the Rockingham Planning Commission, do hereby certify that:

- (1) I am the duly elected Secretary;
- (2) at the meeting held on 9/3/14 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:

Clifford M. Sinnott

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Rockingham Planning Commission, this 3 day of Sept 2014

Joan Whitney
Joan Whitney, Secretary

STATE OF NEW HAMPSHIRE

County of Rockingham

On this the 3rd day of Sept 2014 before me Annette Pettengill the undersigned officer, personally appeared Joan Whitney 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 L. Pettengill
Annette Pettengill, Notary Public

Commission Expiration Date:

(Seal)





CERTIFICATE OF LIABILITY INSURANCE

ROCPLA1 OP ID: MEBU

DATE (MM/DD/YYYY)

05/12/14

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 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 USI Ins. Services LLC	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Peerless Insurance Company	24198
INSURED Rockingham Planning Commission 156 Water Street Exeter, NH 03833	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			BOP9084731	07/01/14	07/01/15	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 15,000
	<input checked="" type="checkbox"/> Business Owners						PERSONAL & ADV INJURY	\$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 4,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 4,000,000
A	AUTOMOBILE LIABILITY			BA9475732	01/11/14	01/11/15	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED						RETENTION \$	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

OFFICES-ALL OTHER

CERTIFICATE HOLDER

CANCELLATION

NEWCOA1	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
NEW HAMPSHIRE COASTAL PROGRAM DEPT OF ENVIRONMENTAL SERVICES 50 INTERNATIONAL DR STE 200 PORTSMOUTH, NH 03801	AUTHORIZED REPRESENTATIVE <i>Megan Buckle</i>

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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. Coverages 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		
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				<input type="checkbox"/> Each Occurrence \$ <input type="checkbox"/> General Aggregate \$ <input type="checkbox"/> Fire Damage (Any one fire) \$ <input type="checkbox"/> Med Exp (Any one person) \$	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto				<input type="checkbox"/> Combined Single Limit (Each Accident) <input type="checkbox"/> Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability		1/1/2014	1/1/2015	<input checked="" type="checkbox"/> Statutory <input type="checkbox"/> Each Accident \$2,000,000 <input type="checkbox"/> Disease - Each Employee \$2,000,000 <input type="checkbox"/> Disease - Policy Limit \$	
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)				<input type="checkbox"/> 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
Rockingham Regional Planning Commission 156 Water Street Exeter, NH 03833			By: <i>Tammy Denver</i> Date: 4/30/2014 tdenver@nhprimex.org
			Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

**Attachment A
Budget Estimate**

Budget Item	Grant Amount
Salaries & Wages	\$5,650.00
Contractual	\$1,500.00
Travel and Training	\$100.00
Other (printing)	<u>\$250.00</u>
Total Grant Amount	\$7,500.00

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

Organization	Project Name	Reviewer A	Reviewer B	Reviewer D	Reviewer E	Total Score	Avg. Score	Rank
Southern NH Planning Commission	Pleasant Lake Watershed Restoration Plan	115	106	100	118	439	109.8	1
Rockingham Planning Commission	Regional Stormwater Tracking and Accounting Tool for Municipal AOC and MS4 Programs	80	92	79	103	354	88.5	2
North Country Council	Mad River Fluvial Geomorphic Assessment and Restoration Plan	50	95	89	115	349	87.3	3
Rockingham Planning Commission	Implementation of WQ Improvement Tasks in the Lamprey and Piscassic River Watersheds	103	86	62	68	319	79.8	4
Strafford Regional Planning Commission	Septic System Database for Durham	60	58	87	77	282	70.5	5
Lakes Region Planning Commission	1991 Squam Lakes Watershed Management Plan Update	abstained	70	71	58	199	66.3	not selected
Southern NH Planning Commission	Impervious Cover Mapping for the Manchester MS4 Coalition	85	60	65	55	265	66.3	not selected
Nashua Regional Planning Commission	Water Quality Data Needs Assessment	88	67	51	18	224	56.0	not selected
Central NH Regional Planning Commission	Nomination of the Warner River	55	68	23	35	181	45.3	not selected
Upper Valley Lake Sunapee Regional Planning Commission	Watershed-based Plan to Restore Hydrologic Connectivity in the Little Sugar River Watershed	n/a	n/a	n/a	n/a	n/a	n/a	withdrawn by applicant

Review Team Members

Name	Qualification
Jacque Colburn	22 years experience, Lakes and Rivers Programs Coordinator, environmental planner and general project management
Jeff Marcoux	11 years experience, Watershed Assistance Specialist, grant and contract expertise
Steve Landry	15 years experience, Merrimack Watershed Coordinator, project management, watershed management expertise
Eric Williams	25 years experience, Watershed Assistance Section Supervisor, environmental planner, general project management expertise, WAS section and 319 program supervisor.