



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

October 20, 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 Regional Planning Commission, Exeter, NH, (VC #154887-B001) in the amount of \$52,900 to complete the *Regional Stormwater Tracking and Accounting Tool for Municipal AOC and MS4 Programs: Great Bay Pollution Tracking and Accounting Pilot Project*, effective upon Governor and Council approval through June 30, 2016. 100% Federal Funds.

Funding is available in the accounts as follows:

03-44-44-442010-2020-072-500574	<u>FY 2015</u>
Dept. Environmental Services, Section 604 Planning, Grants – Federal	\$11,200
03-44-44-442010-3642-072-500574	<u>FY2015</u>
Dept. Environmental Services, Coastal Zone Management, Grants – Federal	\$41,700

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 watershed planning efforts such as developing or implementing a watershed-based plan; conducting monitoring to address specific water quality concerns; planning stormwater retrofits to address water quality impairments; green infrastructure projects that manage wet weather to maintain or restore natural hydrology; and/or working with municipalities committed to adopting specific model ordinances and/or regulations to address a priority water quality planning concern.

Eight planning agencies submitted letters of intent for ten projects. All letters of intent were evaluated and ranked based on the following criteria: 1) relevance to water quality issues as reported in the 305(b) report; 2) identification of nonpoint source pollution control measures designed to meet water quality standards; 3) demonstration of local commitment to implement water quality improvement plans; 4) explanation of the nature, extent, and cause of water quality problems; and 5) specificity of deliverables and outcomes and their likelihood of achieving success. Based on the specified selection criteria and the

amount of grant funding available, the three highest scoring proposals were selected for funding. Please refer to Attachment B for evaluation results and review panel members.

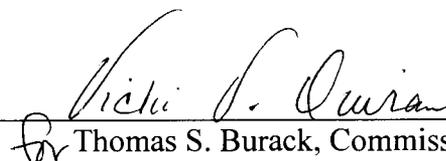
Coastal Program staff reviewed the evaluation results and scope of services submitted by the RPC and determined that the *Regional Stormwater Tracking and Accounting Tool for Municipal AOC and MS4 Programs: Great Bay Pollution Tracking and Accounting Pilot Projects* helps meet the water quality goals and performance measures of the Coastal Program.

The purpose of this agreement is to enable the Rockingham Planning Commission (RPC) to provide assistance to communities in the Great Bay region to document pollutant load reductions to Great Bay and record progress toward achieving water quality goals. An essential element of this project is development of a system for tracking progress for pollutant control strategies for point-source and non-point source parameters. A second essential element is the accounting for pollutant load reduction based on the tracking measures. For this to occur, there is a need to identify a uniform approach to calculating and crediting reductions associated with the various control strategies. The tracking tool and accounting metrics will provide the towns with a consistent, watershed-wide method to account for both the existing built and green infrastructure in place in their communities and provide a process to add new treatment infrastructure. The targeted communities recognize the need for inter-municipal cooperation to improve water quality in Great Bay. These communities have been actively developing strategies to efficiently and effectively address their federal permit requirements, and this project will enable them to further leverage these efforts. The Rockingham Planning Commission will coordinate and develop agreements with regional municipalities to ensure their participation in the development of the tracking system. Additionally, RPC will provide technical assistance and local expertise to aid in the system's development.

The outcome of the project will be an Implementation Framework which describes the accounting system, identifies the tracking tool, and explains steps needed for implementation of the program.

The total cost for the project is \$97,900. Through this agreement, the DES Coastal Program will contribute \$41,700 in federal funds and the DES Watershed Assistance Program will contribute \$11,200 in federal funds. The RPC will document at least \$45,000 of non-federal match for the project. 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.


for Thomas S. Burack, Commissioner

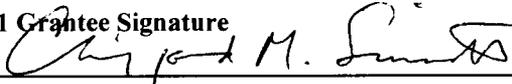
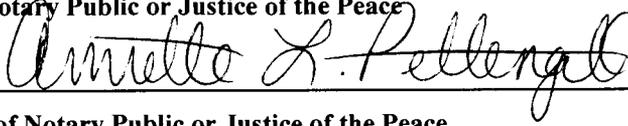
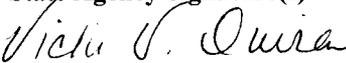
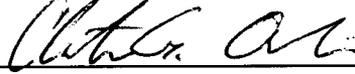
GRANT AGREEMENT

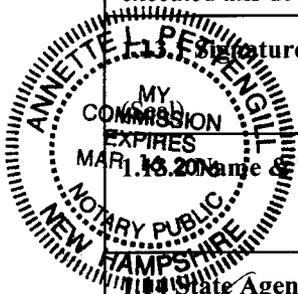
Subject: Regional Stormwater Tracking and Accounting Tool for Municipal AOC and MS4 Programs: Great Bay Pollution Tracking and Accounting Pilot Project, Rockingham Planning Commission

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 June 30, 2016	1.7 Audit Date N/A	1.8 Grant Limitation \$52,900
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>9/13/14</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 			
Name & Title of Notary Public or Justice of the Peace Annette L. Pettengill, Notary			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) for Thomas S. Burack, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By:  Attorney, On: <u>11/7/14</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 *Regional Stormwater Management Tracking and Accounting Tool for Municipal AOC and MS4 Communities* submitted June 13, 2014:

Objective 1. Develop a pollution tracking and accounting system for the Great Bay Region:

RPC staff will provide technical assistance for a collaborative process to develop consensus for regional pollution tracking and accounting in the Great Bay area. Staff will provide technical expertise and develop content to support the process. RPC staff will also help develop content, attend, and provide technical input at six work group meetings as follows:

Task 1.1 Review project purpose and need

Objective: Review tracking and accounting needs, barriers and purpose.

Anticipated Outcome: Develop a list of needs to use for refining project purpose.

Task 1.2 Discuss pollutant load reduction tracking criteria

Objective: Review list of potential tracking criteria and pollutants; discuss what will be tracked (pollutants and criteria).

Anticipated Outcome: List of draft criteria for tracking and accounting is developed.

Task 1.3 Discuss how tracked items will be credited

Objective: Review draft accounting system, pollutants, load reduction actions/criteria and agree on baseline data, load reduction credits, and additions from land conversion or other pollutant sources.

Anticipated Outcome: Final pollutant load reduction credits are developed.

Task 1.4 Tracking system development

Objective: Discuss conceptual tracking scenarios & select one for further development.

Anticipated Outcome: Tracking system identifies and/or selected.

Task 1.5 Review draft tracking system

Objective: Draft/conceptual tracking system is presented and discussed by group.

Anticipated Outcome: Next steps for developing and finalizing the system are identified.

Task 1.6 Implementation planning and project wrap-up

Objective: Review next steps and finalize the PTAPP framework.

Anticipated Outcome: PTAPP framework is developed and the group agrees to implement the program.

Objective 2. Develop local capacity: Ensure participation of project partners and conduct regional outreach about the project.

Task 2.1 Establish Project Participation Agreements: Identify regional project partners, establish funded participation agreements with each partner to ensure they participate in the process detailed in Task 1, and report on the status of agreements as needed.

Task 2.2 Coordinate with regional partners and Strafford Regional Planning Commission: Provide ongoing coordination and administrative support to ensure that project partners participate in the process including attendance at work group meetings and providing reports and project support as needed.

Task 2.3 Final presentation: Along with the project partners, present project results to a regional stakeholder gathering, such as the annual State of the Estuaries conference.

Task 2.4 Outreach materials: Any outreach materials developed on the project, including acknowledgement pages of websites, PowerPoint presentations, fact sheets, etc. shall acknowledge the source of financial assistance. The funding credit statement should appear as "This project was funded, in part, by NOAA's Office of Ocean and Coastal Resource Management under the Coastal Zone Management Act in conjunction with the NH Department of Environmental Services Coastal Program. Additional funding was provided through a grant from Clean Water Act Section 604b funds from the US Environmental Protection Agency" Logos of sponsoring agencies (NHDES, NHCP & NOAA) shall also appear on all outreach materials.

Objective 3. Project administration: Provide project oversight to ensure that objectives and funding requirements are met.

Task 3.1 Project oversight: Perform project administration tasks as necessary to support the program and to fulfill funding requirements as needed.

Task 3.2 Reporting: RPC shall prepare and submit a final report that summarizes all activities in Objectives 1-3 above at the close of the project. An electronic version, preferably in pdf format shall be submitted. The final report shall summarize the project and shall include a financial summary of project costs. A funding credit statement shall appear on the final report that says, "This project was funded in part by NOAA's Office of Ocean and Coastal Resource Management under the Coastal Zone Management Act in conjunction with the NH Department of Environmental Services Coastal Program with additional funding provided through a grant from Clean Water Act Section 604b funds from the US Environmental Protection Agency." Logos of sponsoring agencies (NHDES, NHCP & NOAA) shall also appear on the report. The final report shall be due no later than July 9, 2016.

Exhibit B
Contract Price and Method of Payment

All services shall be performed to the satisfaction of DES before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of an associated invoice. 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	\$14,000
Upon completion and DES approval of Tasks 1.2 and 1.3	\$5,450
Upon completion and DES approval of Tasks 1.4 and 1.5	\$9,000
Upon completion and DES approval of Task 1.6	\$8,750
Upon completion and DES approval of Task 2.1	\$14,000
Upon completion and DES approval of task 2.2	\$700
Upon completion and DES approval of task 2.3 and 2.4	\$200
Upon completion and DES approval of Task 3.1 and 3.2	<u>\$800</u>
Total	<u>\$52,900</u>

The total reimbursement shall not exceed the grant award of \$52,900. Matching funds provided by the Grantee shall total at least \$45,000 of non-federal cash and in-kind services.

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 Department of Commerce (DOC), National Oceanic and Atmospheric Administration under CFDA # 11.419. Additional funds are provided through a grant to NHDES from the US Environmental Protection Agency, Award #C6-00100214-0 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) by providing DES with their Data Universal Numbering System (DUNS) number.

In addition to the General Provisions of Paragraph 1 through 23, the following provisions as required by federal regulations apply to this Agreement:

I) **Nondiscrimination.** The Grantee shall comply with 15 CFR part 8 which prohibits discrimination under any program or activity receiving DOC assistance on the basis of race, color, national origin, gender or handicap, and 15 CFR part 20 which prohibits discrimination based on age.

II) **Financial management.** The Grantee shall comply with 15 CFR part 24.20 and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.

III) **Allowable costs.** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 15 CFR part 24.22; and OMB Circular A-87.

IV) **Matching funds.** All matching funds contributed by the Grantee shall conform to the same laws, regulations, and grant conditions as the federal funds in the Agreement and referenced in 15 CFR part 24.24 and OMB Circular A-87.

V) **Property Management.** The Grantee shall comply with the property management and procedures detailed in 15 CFR part 24.32 and 15 CFR part 24.33.

VI) **Debarment and Suspension.** The grantee shall comply with 15 CFR part 26. By signing and submitting the Agreement, the Grantee certifies that they have not been debarred or suspended by a government agency. The Grantee will not make any award or permit any award (subgrant or subcontract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

VII) **Procurement.** When purchasing goods or services with grant or match funds, the Grantee shall comply with procurement regulations as detailed in 15 CFR part 24.36 which include procurement standards, competition, methods of procurement, contract cost and price, agency review, bonding requirements, and contract provisions.

a. **Assignment of Subcontracts.** The Contractor shall not assign, or otherwise transfer any interest in this contract without the prior written consent of the Contract Owner and the State.

b. Subcontracts. The Contractor shall:

- i. Ensure that every subcontract includes provisions for compliance with Federal and State standards applicable to the contract;
- ii. Ensure that every subcontract includes any clauses required by Federal statute and executive orders and their implementing regulations; and
- iii. Ensure that subcontractors are aware of requirements imposed upon them by State and Federal statutes and regulations.

VIII) **Participation by Disadvantaged Business Enterprises.** The Grantee shall comply with the terms of 15 CFR part 24.36(e), which requires that organizations conduct a competitive procurement process making a good faith effort to utilize goods and services provided by disadvantaged businesses.

IX) **New Restrictions on Lobbying: Interim Final Rule.** The Grantee shall comply with the terms of 15 CFR part 28 and OMB Circular A-87 which prohibit the use of federal grant funds to influence (or attempt to influence) a federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if *nonfederal* funds have been used to influence (or attempt to influence) a federal employee.

X) **Drug-Free Workplace.** The Grantee shall comply with the terms of 15 CFR part 26 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Grantee certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.

XI) **Bonding requirements.** For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (currently \$100,000), the minimum requirements shall be as follows:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

XII) **Federal Funding Accountability and Transparency Act (FFATA).** The Grantee shall comply with the terms of the FFATA by providing DES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data information as required under the FFATA. The Grantee's DUNS number is 099363210.

CERTIFICATE

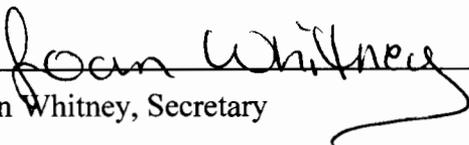
CERTIFICATE

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 SW

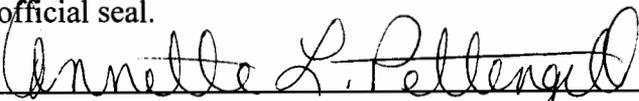


 Joan Whitney, Secretary

STATE OF NEW HAMPSHIRE
County of Rockingham

On this the 3 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 Pettengill, Notary Public

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.

<i>Participating Member:</i> Rockingham Regional Planning Commission 156 Water Street Exeter, NH 03833		<i>Member Number:</i> 563	<i>Company Affording Coverage:</i> 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	1/1/2014	1/1/2015	<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	Primex³ - NH Public Risk Management Exchange By: <i>Tammy Denver</i> Date: 9/24/2014 tdenver@nhprimex.org
NH Department of Environmental Services 29 Hazen Drive Concord, NH 03301			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Attachment A

Budget Estimate

Budget Item	State Funding	Match	Total
Salaries & Wages	\$11,500.00	\$0.00	\$11,500.00
Contractual	\$41,400.00	\$45,000.00	\$86,400.00
Subtotals	\$52,900.00	\$45,000.00	\$97,900.00
In-Kind Contribution			\$0.00
Total Project Cost			\$97,900.00

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

Organization	Project Name	Amount Requested	Reviewer 'A'	Reviewer 'B'	Reviewer 'D'	Reviewer 'E'	Total Score	Avg Score	Rank
Central NH Regional Planning Commission	Nomination of the Warner River		55	68	23	35	181	45.25	10
Lakes Region Planning Commission	1991 Squam Lakes Watershed Management Plan Update		abstain	70	71	58	199	66.333333	7
Nashua Regional Planning Commission	Water Quality Data Needs Assessment		88	67	51	18	224	56	9
North Country Council	Mad River Fluvial Geomorphic Assessment and Restoration Plan		50	95	89	115	349	87.25	3
Rockingham Planning Commission	Implementation of WQ Improvement Tasks in the Lamprey and Piscassic River Watersheds		103	86	62	68	319	79.75	4
Rockingham Planning Commission	Regional Stormwater Tracking and Accounting Tool for Municipal AOC and MS4 Programs		80	92	79	103	354	88.5	2
Southern NH Planning Commission	Impervious Cover Mapping for the Manchester MS4 Coalition		85	60	65	55	265	66.25	8
Southern NH Planning Commission	Pleasant Lake Watershed Restoration Plan		115	106	100	118	439	109.75	1
Strafford Regional Planning Commission	Septic System Database for Durham		60	58	87	77	282	70.5	6
Upper Valley Lake Sunapee Regional Planning Commission	Watershed-based Plan to Restore Hydrologic Connectivity in the Little Sugar River Watershed		55	88	74	100	317	79.25	5

Review Team Members

Name	Qualifications
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.