



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



**Robert R. Scott, Commissioner**

February 15, 2018

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

REQUESTED ACTION

Authorize the Department of Environmental Services to amend a **SOLE SOURCE** agreement (PO# 1055111) with the Lakes Region Planning Commission, Meredith NH, (VC #154653-B001) to complete the *Development of a Septic System Assessment Model* by A) changing the expiration date to September 30, 2019 from December 31, 2018, B) modifying the Scope of Services for additional tasks and funding for certain tasks, and C) increasing the Grant Limitation by \$2,750, to \$17,760 from \$15,010; effective upon Governor and Council approval. The original agreement was approved by Governor and Council on April 5, 2017, Item #31. 100% Federal Funds.

Funding is available in the account as follows:

	<u>FY 2018</u>
03-44-44-442010-2020-072-500574	<u>\$2,750</u>
Dept. Environmental Services, Section 604 Planning, Grants – Federal	

EXPLANATION

Each year the New Hampshire Department of Environmental Services (NHDES) receives funds from the U.S. Environmental Protection Agency (EPA) under Section 604(b) of the Clean Water Act, which must be granted to regional planning commissions (RPCs) for water quality planning projects. This amendment is requested as **SOLE SOURCE** because the Lakes Region Planning Commission (LRPC) is the only organization that could complete this project because the new work continues the on-going activities under the existing approved scope of work between NHDES and the LRPC. LRPC was originally selected for this funding through a competitive RFP process. Selecting another grantee to complete the work at this stage of the project would be logistically and financially infeasible. While originally proposed as a two-year project, given funding uncertainty in the federal budget, NHDES elected to complete the projects in phases by entering into an Agreement for only the first year. The second phase funds have now been awarded to NHDES by EPA and amendments to existing Agreements with the RPCs will allow the LRPC to complete the project.

The Lakes Region Planning Commission plans to use 604(b) funds to create a replicable Septic System Improvement model which will provide communities with a toolbox of options to address nutrient loading

from aging or failing septic systems. Nutrient loading from aging or failing septic systems has been identified by the State of New Hampshire and local communities as a nonpoint source of pollution contributing to water quality impairments. The project will focus on Moultonborough Bay Inlet for the template model, working with the Town of Moultonborough, because the Inlet has documented water quality impairments. The Inlet has historically exhibited the highest levels of in-lake total phosphorus of the eight sub-basins which comprise Lake Winnepesaukee. This amendment will add additional funds to six tasks and create three new tasks (see agreement). To date none of the original grant amount of \$15,010 has been spent.

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

We respectfully request your approval.



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Robert R. Scott, Commissioner

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

This Agreement (hereinafter called the "Amendment") dated this 16th day of January, 2018, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the "State") and the Lakes Region Planning Commission, acting by and through its Executive Director, Jeffery R. Hayes (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council as Item #31 on April 5, 2017, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

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

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

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

(A) The completion date as set forth in Paragraph 1.6 of the Agreement shall be changed from December 31, 2018, to September 30, 2019.

(B) Exhibit A (Scope of Services) shall be changed to remove include additional tasks. Objective 5 and 6, Tasks 14-17 shall read as follows:

**Objective 5:** Conduct all project management of the grant.

**Deliverable 5: All final products delivered to the NHDES including reports, invoices, and required match.**

Task 14: Submit a comprehensive final report to NHDES on or before the project completion date.

**Objective 6:** Develop a database/spreadsheet of current funding opportunities/programs available for Septic System Improvement Programs.

**Deliverable 6: An up to date database of potential funding opportunities and programs for communities and local lake or homeowner associations to implement Septic System Improvement Programs.**

Task 15: Research funding opportunities and programs available for addressing nutrient loading from individual septic systems.

Initial \_\_\_\_\_

Date \_\_\_\_\_

Handwritten signature and date: 1/16/18

Task 16: Compile a database of funding opportunities including information regarding funding type, match requirements and general criteria regarding the program, along with website links.

Task 17: Submit the results of the funding database development tasks to NHDES for review. Upon approval, publish the Funding Opportunities Database.

(C) The grant limitation shall be increased by \$2,750 to bring the total grant award from \$15,010 to \$17,760.

(D) The Contract Price and Method of payment as set forth in Exhibit B shall be changed as follows (all other payments are unchanged):

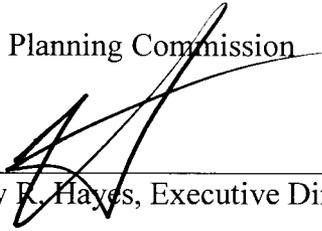
Task	Original Amount	Difference	Amended Amount
Upon completion and DES approval of Task 1	\$1,000	\$0	\$1,000
Upon completion and DES approval of Task 2	\$1,000	\$0	\$1,000
Upon completion and DES approval of Task 3	\$3,000	\$0	\$3,000
Upon completion and DES approval of Task 4	\$500	\$0	\$500
Upon completion and DES approval of Task 5	\$4,260	\$0	\$4,260
Upon completion and DES approval of Task 6	\$1,000	\$0	\$1,000
Upon completion and DES approval of Task 7	\$500	\$0	\$500
Upon completion and DES approval of Task 8	\$500	\$0	\$500
Upon completion and DES approval of Task 9	\$500	\$0	\$500
Upon completion and DES approval of Task 10	\$500	\$0	\$500
Upon completion and DES approval of Task 11	\$1,150	\$100	\$1,250
Upon completion and DES approval of Task 12	\$1,000	\$0	\$1,000
Upon completion and DES approval of Task 13	\$100	\$950	\$1,050
Upon completion and DES approval of Task 14	\$0	\$100	\$100
Upon completion and DES approval of Task 15	\$0	\$750	\$750
Upon completion and DES approval of Task 16	\$0	\$750	\$750
Upon completion and DES approval of Task 17	\$0	\$100	\$100
<b>Total</b>	<b>\$15,010</b>	<b>\$2,750</b>	<b>\$17,760</b>

2. **Effective Date of Amendment:** This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.
3. **Continuance of Agreement:** Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

  
 Initial \_\_\_\_\_  
 Date 8/16/18

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

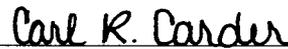
Lakes Region Planning Commission

By   
Jeffery R. Hayes, Executive Director

STATE OF NEW HAMPSHIRE  
COUNTY OF BELKNAP

On this the 16th day of January, 2018, before the undersigned officer, personally appeared Jeffery R. Hayes who acknowledged himself to be the person who executed the foregoing instrument for the purpose therein contained.

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

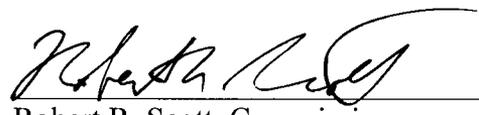


Carl R. Carder, Notary Public

My Commission Expires:



THE STATE OF NEW HAMPSHIRE  
Department of Environmental Services

By   
Robert R. Scott, Commissioner

Approved by Attorney General this 21 day of February, 2018

OFFICE OF ATTORNEY GENERAL

By 

CERTIFICATE of AUTHORITY

I, Patricia Farley, Secretary of the Lakes Region Planning Commission, do hereby certify that:

- (1) I am the duly elected Secretary ;
- (2) at the meeting held on April 13, 2016, the Lakes Region Planning Commission voted to accept DES funds and to enter into a contract with the State of New Hampshire through its Department of Environmental Services;
- (3) the Lakes Region 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:

Jeffrey R. Hayes

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Lakes Region Planning Commission, this 16th day of January, 2018.

Patricia W. Farley  
Patricia Farley, Secretary

STATE OF NEW HAMPSHIRE

County of Belknap

On this the 16<sup>th</sup> day of January 2018 before me Carl R. Carder the undersigned officer, personally appeared Patricia Farley who acknowledged herself to be the Secretary of the Lakes Region 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.

Carl R. Carder  
Carl R. Carder, Notary Public

Commission Expiration Date:





**Attachment C:**

Original Agreement



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

*Katherine Zent*



**Clark B. Freise, Assistant Commissioner**

March 8, 2017

**APPROVED G & C**

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

DATE 4/5/17  
ITEM # 31

**REQUESTED ACTION**

Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into an agreement with the Lakes Region Planning Commission, Meredith NH, (VC #154653) in the amount of \$15,010 to complete the *Development of a Septic System Assessment Model- Phase I*, effective upon Governor and Council approval through December 31, 2018. 100% Federal Funds.

Funding is available in the account as follows:

03-44-44-442010-2020-072-500574  
Dept. Environmental Services, Section 604 Planning, Grants – Federal

FY 2017  
\$15,010

**EXPLANATION**

Each year NHDES receives funds under Section 604(b) of the 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 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.

Six planning agencies submitted letters of intent for one project each, and one planning agency submitted letters of intent for two projects. All seven 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 three highest ranked proposals were selected for funding. Please refer to Attachment A for project budget estimate and to Attachment B for review results, and review panel member qualifications.

[www.des.nh.gov](http://www.des.nh.gov)

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

The Lakes Region Planning Commission plans to use 604(b) funds to create a replicable Septic System Improvement model which will provide communities with a toolbox of options to address nutrient loading from aging or failing septic systems. Nutrient loading from aging or failing septic systems has been identified by the State of New Hampshire and local communities as a nonpoint source of pollution contributing to water quality impairments. The project will focus on Moultonborough Bay Inlet for the template model, working with the Town of Moultonborough, NH, as Moultonborough Bay Inlet has documented water quality impairments. The Inlet has historically exhibited the highest levels of in-lake total phosphorus (TP) of the eight sub-basins which comprise Lake Winnepesaukee.

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

We respectfully request your approval.



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Clark B. Freise, Assistant Commissioner

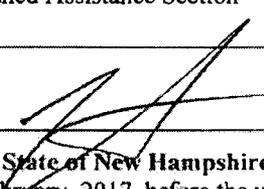
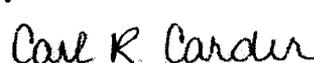
## GRANT AGREEMENT

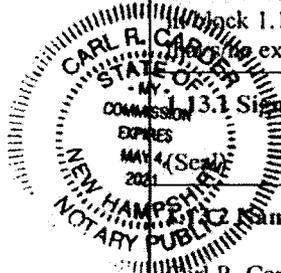
Subject: Lakes Region Planning Commission (LRPC): Development of a Septic System Assessment Model, Phase I

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> Lakes Region Planning Commission		<b>1.4 Grantee Address</b> 103 Main Street Meredith, NH 03253-9287	
<b>1.5 Effective Date</b> Upon G&C approval	<b>1.6 Completion Date</b> December 31, 2018	<b>1.7 Audit Date</b> N/A	<b>1.8 Grant Limitation</b> \$15,010
<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> Jeffrey R. Hayes, Executive Director	
<b>1.13 Acknowledgment: State of New Hampshire, County of Belknap</b> On this the 8 <sup>th</sup> day of February, 2017, 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 he/she executed this document in the capacity indicated in block 1.12.			
<b>1.3.1 Signature of Notary Public or Justice of the Peace</b> 			
<b>1.3.2 Name &amp; Title of Notary Public or Justice of the Peace</b> Carl R. Carder, Notary Public			
<b>1.14 State Agency Signature(s)</b> 		<b>1.15 Name/Title of State Agency Signor(s)</b> Clark B. Freise, Assistant Commissioner	
<b>1.16 Approval by Attorney General's Office (Form, Substance and Execution)</b> By:  Attorney, On: 3/16/2017			
<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 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

ST  
2/14/17

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

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

**12. TERMINATION.**

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

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

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

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

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

**14. GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement, the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

**15. ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

**16. INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or admissions of the Grantee of Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

**17. INSURANCE AND BOND.**

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee

performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice has been received by the State.

**18. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

**19. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

**20. AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

**21. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

**22. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**23. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

## Exhibit A Scope of Services

The Lakes Region Planning Commission (LRPC) will perform the following tasks as described in the proposal titled LRPC Septic Assessment Model submitted September 23, 2016:

**Objective 1:** Development of a suite of model ordinances or regulations for New Hampshire communities to adopt to address nutrient loading from aging or failing septic systems.

**Deliverable 1: Provide New Hampshire Department on Environmental Services (NHDES) with the ordinance summary report, and the model ordinance or regulation.**

Task 1: Research and gather information regarding ordinances and regulations employed by communities in New Hampshire and other states to address nutrient loading from aging septic systems.

Task 2: Compile a Summary Report of ordinances and regulations.

Task 3: Draft a model ordinance or regulation for the Town of Moultonborough.

**Objective 2:** A septic system risk analysis will be conducted on properties located within 250 feet of Moultonborough Bay Inlet.

**Deliverable 2: Current inventory of properties located within 250 feet of Moultonborough Bay Inlet, and the results of the septic system nutrient model.**

Task 4: Use Geographic Information System (GIS) and parcel data/tax maps to identify and develop an inventory of properties located within 250 feet of Moultonborough Bay Inlet.

Task 5: Review the Moultonborough tax records and NHDES Subsurface Onestop to determine age, operational approval status, etc. of the individual sewage disposal systems (ISDS) identified in Task 4.

Task 6: Complete an estimation of nutrient loading from septic systems using the Lakes Loading Response Model (LLRM).

Task 7: Compile a Septic System Risk Analysis report and submit it for review by the town and NHDES. Revise the risk analysis report as needed based upon the review comments received.

**Objective 3:** Development of model templates for ISDS evaluation and replacement programs along with cost models associated with analysis, assessment, and replacement.

**Deliverable 3: Model templates for both septic system evaluation and replacement programs provided to NHDES. Estimated costs associated with implementation of septic system evaluation, and replacement programs.**

Task 8: Research existing septic system evaluation and replacement programs in New Hampshire and other states.

Task 9: Develop model templates for ISDS evaluation and replacement programs.

Task 10: Develop cost models for septic system risk analysis, evaluation, and replacement.

**Objective 4:** Development of an education and outreach toolbox for septic system maintenance and Best Management Practices (BMPs)

**Deliverable 4: Education and outreach toolbox**

Task 11: Research existing education and outreach materials and programs regarding septic system

awareness and maintenance.

Task 12: Compile a summary of available resources and templates for outreach campaigns for septic system awareness and education.

**Objective 5:** Conduct all project management of the grant.

**Deliverable 5: All final products delivered to the NHDES including reports, invoices, and required match.**

Task 13: 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.

*AA*  
*2/9/17*

**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 DES approval of Task	1	\$1,000
Upon completion and DES approval of Task	2	\$1,000
Upon completion and DES approval of Task	3	\$3,000
Upon completion and DES approval of Task	4	\$500
Upon completion and DES approval of Task	5	\$4,260
Upon completion and DES approval of Task	6	\$1,000
Upon completion and DES approval of Task	7	\$500
Upon completion and DES approval of Task	8	\$500
Upon completion and DES approval of Task	9	\$500
Upon completion and DES approval of Task	10	\$500
Upon completion and DES approval of Task	11	\$1,150
Upon completion and DES approval of Task	12	\$1,000
Upon completion and DES approval of Task	13	\$100
<b>Total</b>		<u>\$15,010</u>

**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 DES with their Data Universal Numbering System (DUNS) number. The Grantee's DUNS number is 780925640.

*JA*  
*2/10/17*

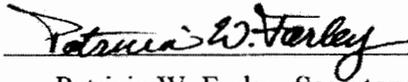
CERTIFICATE of AUTHORITY

I, Patricia W. Farley, Secretary of the Lakes Region Planning Commission, do hereby certify that:

- (1) I am the duly elected Secretary;
- (2) at the meeting held on February 10, 2017, the Lakes Region Planning Commission voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Lakes Region Planning Commission further authorized Jeffrey R. Hayes, 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:

Jeffrey R. Hayes, Executive Director

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Lakes Region Planning Commission, this 22nd day of February, 2017.

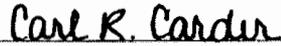


Patricia W. Farley, Secretary

STATE OF NEW HAMPSHIRE  
County of Belknap

On this the 22nd day of February, 2017, before me Carl R. Carder the undersigned officer, personally appeared Patricia W. Farley who acknowledged him/herself to be the Secretary of the Lakes Region 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.



Carl R. Carder, Notary Public

Commission Expiration Date:





LAKES23 OP ID: V2

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/14/2016

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 Melcher & Prescott-Meredith PO Box 724 Meredith, NH 03253 Meredith - House Account	CONTACT NAME: Ted Fodero	PHONE (A/C, No, Ext): 603-279-4591	FAX (A/C, No): 603-279-8144
	E-MAIL ADDRESS: tfodero@melcher-prescott.com		
INSURED Lakes Region Planning Commission 103 Main Street-Humiston Bldg Meredith, NH 03253	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Peerless Insurance Company		24198
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

## 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		BOP9015038	07/14/2016	07/14/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA9357071	07/14/2016	07/14/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		CU9502441	07/14/2016	07/14/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC9010671	07/14/2016	07/14/2017	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

States Covered: NH

## CERTIFICATE HOLDER

## CANCELLATION

NH Department of Environmental Services 29 Hazen Drive Concord, NH 03302-0095	NHDENV1	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE 

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**Attachment A  
Budget Estimate**

<b>Budget Item</b>	<b>Grant Amount FY17</b>
Salaries & Wages	\$14,744
Contractual	\$0
Travel and Training	\$66
Printing	<u>\$200</u>
<b>FY Total Grant Amounts</b>	<b>\$15,010</b>

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

Organization	Project Name	Reviewer A	Reviewer B	Reviewer C	Total Score	Avg. Score	Rank (by avg.)
Southwest Region Planning Commission	Spofford Lake Watershed Plan	109	113	108	330	110.0	1
Lakes Region Planning Commission	Community Septic planning	81	97	96	274	91.3	2
Rockingham Planning Commission	Engagement and capacity for Powwow River	95	79	85	259	86.3	3
Southern NH Planning Commission	Green Parking Ordinance	67	92	93	252	84.0	4
Strafford Regional Planning Commission	Building capacity for watershed planning	70	80	89	239	79.7	5
Lakes Region Planning Commission	Squam Lakes Watershed Plan	78	57	76	211	70.3	6
Connecticut River Joint Commissions	Connecticut River Water Quality Education Toolkit	44	38	50	132	44.0	7

**Review Team Members**

Name	Qualifications
Sally Soule	15 years grant management experience; currently serve as Coastal Watershed Supervisor with project management, watershed management expertise
Jeff Marcoux	12 years experience, Watershed Supervisor, project manager, grant and contract expertise
Steve Landry	Watershed Assistance Section Supervisor, 15 years experience, project management, and watershed management expertise