



The State of New Hampshire
Department of Environmental Services

Thomas S. Burack, Commissioner

November 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 North Country Council, Inc., Bethlehem NH, (VC # 177235) in the amount of \$30,000 to complete the *Campton Village Water Precinct Infrastructure Protection Project*, effective upon Governor and Council approval through December 31, 2016. 100% Federal Funds.

Funding is available in the account as follows; funding for FY 2016 is contingent upon availability and continued appropriation of funds:

	<u>FY 2015</u>	<u>FY2016</u>
03-44-44-442010-2020-072-500574	\$15,000	\$15,000
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

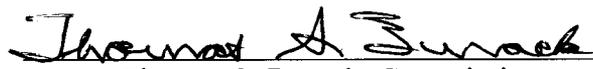
available, the five highest ranked proposals were selected for funding. Please refer to Attachment B for review results, and review panel members.

The Mad River watershed receives drainage from the White Mountains in the Waterville Valley region before flowing south and west through Campton Upper and Lower Village where it eventually flows under Interstate 93 to the confluence with the Pemigewasset River. Changes in the Mad River watershed including river channel migration, sediment deposition, and erosion of bank and bed materials are jeopardizing the supply and quality of water provided to six hundred Campton residents currently served by this system. Through this project, the North Country Council (NCC) will coordinate stakeholders and secure professional services to complete a geomorphic assessment and restoration plan.

The plan's goal is that this reach of the Mad River will return to a more naturally self-sustaining channel that allows for non-destructive floodplain access, conveyance of bank-full flows, sediment transport, and habitat integrity in-stream and within the river valley. The plan will include delineated limits of state and federal wetland jurisdiction; determination of 10, 50, and 100 year flood levels; a stabilization plan for the embankments; construction cost estimates; and construction permits. This phase of the project will result in design plans suitable for bidding and construction provided to the Water Precinct, which will allow construction to occur in a future project phase.

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

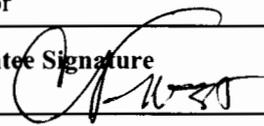
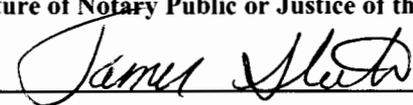
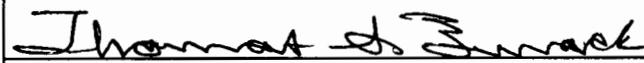
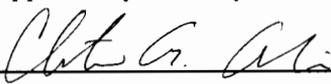
GRANT AGREEMENT

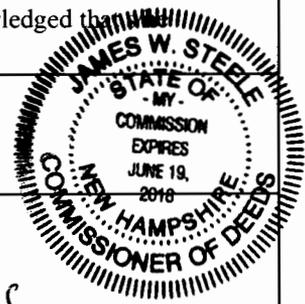
Subject: Campton Village Water Precinct Infrastructure Protection Project

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 North Country Council, Inc.		1.4 Grantee Address 107 Glessner Road Bethlehem, NH 03574	
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 \$30,000
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 Christie Frost Executive Director	
1.13 Acknowledgment: State of New Hampshire, County of On <u>11/12/2014</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 he/she executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2 Name & Title of Notary Public or Justice of the Peace <u>JAMES STEELE - COMMISSIONER OF DEEDS</u>			
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>12/10/2014</u>			
1.17 Approval by the Governor and Council By: _____ On: <u> / /</u>			



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

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

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

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

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

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

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

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

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

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

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

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

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

7. **RECORDS AND ACCOUNTS.**

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

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

8. **PERSONNEL.**

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

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

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

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

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

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

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

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

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

10. **CONDITIONAL NATURE 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.

CF
11/12/14

Exhibit A Scope of Services

The North Country Council, Inc. (NCC) will perform the following tasks as described in the proposal titled Campton Village Water Precinct Infrastructure Protection Project submitted June 13, 2014:

Objective 1: By spring of 2015 have a project steering committee established; hire qualified firm with professional fluvial geomorphologist personnel.

Measures of Success: A signed contract between NCC and consultant or consultant team

Deliverable 1: Provide draft and final Request for Qualifications (RFQ) and contract documents to DES for review and approval.

Task 1: Form Steering Committee. Phone calls and outreach to local advisory committee, select board and others.

Task 2: Develop and advertise RFQ. Work with DES and use other similar projects as examples to develop a state and federally compliant RFQ. RFQ must be approved by DES prior to publication.

Task 3: Engage the steering committee in review of proposals, and interviewing potential consultants, select firm. Develop draft contract and submit to DES for review and approval prior to execution.

Task 4: Conduct a public meeting to introduce consulting team, project scope, and deliverables.

Objective 2: By June 2015 complete a Site Specific Project Plan (SSPP).

Measures of Success: Completed SSPP approved by DES

Deliverable 2: Provide project team members with approved SSPP document

Task 5: Draft SSPP and submit to DES for review and comment. Coordinate with the consultant to follow DES guidance for developing SSPP documents and submit a draft to DES for initial review and comment.

Task 6: Revise and submit final SSPP to DES. Coordinate with the consultant to incorporate requested edits from DES into draft SSPP and generate final document for DES.

Objective 3: A Phase 1 Fluvial Geomorphology Assessment has been completed for the Mad River assessment reach (defined from the confluence with the Pemigewasset River to a point 1.8 miles upstream, or the point at which NH Route 49 begins to parallel the Mad River), using the New Hampshire implementation of the Vermont Phase 1 geomorphic assessment protocols.

Measures of Success: Quality control review and approval by the DES Geological Survey on Phase 1 data as submitted by the NCC and their consultant.

Deliverable 3: DES Geological Survey approved Phase 1 data summary provided to the NCC and the DES Watershed Assistance Section

Task 7: Perform Phase 1 geomorphic data analyses on the project length, inclusive of digitization of the stream centerline to the 1:5000 scale, reach breaks, valley walls, meander centerline and subwatershed delineation.

Task 8: Work directly with the DES Geological Survey on any technical issues while performing the data collection and synthesis.

Task 9: Submit Phase 1 data to DES Geological Survey for quality control review.

Task 10: Work with DES Geological Survey to address all technical issues encountered within the context of the Phase 1 data collection efforts under Task 9.

CF
4/10/14

Objective 4: A Phase 2 Fluvial Geomorphology assessment has been completed for the Mad River project length, using the New Hampshire implementation of the Vermont Phase 2 geomorphic assessment protocols. Measures of Success: Phase 2 geomorphic assessment of the Mad River project length, including bridge and culvert survey, rapid geomorphic assessment, rapid habitat assessment, database entries, spreadsheets, and fluvial erosion hazard zones.

Deliverable 4: Phase 2 assessment spreadsheets, fluvial erosion hazard zone shapefiles, and plotted headcut locations delivered to the DES Watershed Assistance Section and DES Geological Survey.

Task 11: Receive the New Hampshire implementation of the Phase 2 geomorphic assessment protocols and instructions from the DES Geological Survey.

Task 12: Collect field data in the project length as stipulated in the Phase 2 protocols, inclusive of the recording of field features using global positioning system (GPS) technology identified as feature indexing tool parameters in the protocols.

Task 13: Collect a detailed photographic record of all bank erosion at and downstream of the flood chute directly south of the Campton Village Precinct water wells.

Task 14: Survey three valley spanning cross-sections, a longitudinal profile of the reach or segment, and one bed material sample for conductance of sieve analysis within each reach or determined segment, in addition to the standard Phase 2 protocols. The endpoints of the valley-spanning cross-sections shall be collected with GPS in the field and submitted to DES.

Task 15: Complete bridge and culvert assessments on all stream crossings in the project length, utilizing the current version of the forms and protocol, which will be provided to the engineer by the DES Geological Survey.

Task 16: Enter field data from the standard Phase 2 assessment, inclusive of any cross-sections, bridge and culvert assessments, and photographs into the DES Geological Survey database and spreadsheets, and submit a copy to the DES Geological Survey along with fluvial erosion hazard zone shapefiles for review.

Task 17: Work directly with the DES Geological Survey to address all technical issues that may result from a review of the submitted data generated under Task 16.

Task 18: Submit spatial locations of all feature index parameters to the DES Geological Survey in Geographical Information Systems (GIS) shapefile format and work directly with the DES Geological Survey to address all technical issues that may result from a review of the submitted data.

Task 19: Plot the reach or segment longitudinal profiles in a separate format for submission, which will include identification of potential headcut locations.

Objective 5: Additional fluvial geomorphology data collection and analysis is completed on river and floodplain features in the vicinity of the Campton Village Precinct property, than can have potential impact upon infrastructure.

Measures of Success: Characterization of site-specific concerns in the vicinity of the Campton Village Precinct property based upon collection, processing and analysis of geomorphic features.

Deliverable 5: Final plots generated from pebble counts, total station surveys, cross-sections, and longitudinal surveys submitted to the DES Geological Survey and Watershed Assistance Section.

Task 20: Survey a longitudinal profile, and two cross-sections, of the flood chute directly south of the Campton Village Precinct water wells and plot.

Task 21: Perform a total station, or cross-section survey of the cobble deposit directly south of the flood chute at the Campton Village Precinct water wells and plot.

Task 22: Perform a bar pebble count of the cobble deposit directly south of the flood chute at the Campton Village Precinct water wells, perform sieving and plot the particle size distribution.

Task 23: Plot the longitudinal profile and cross-sections surveyed for the flood chute, which will include an identification of headcut locations.

Task 24: Plot all pebble count and sediment sample sieve data collected under Objectives 4 and 5, and perform material entrainment calculations for all sample locations.

Objective 6: Final geomorphology data interpretation and synthesis transformed into a fluvial geomorphology-based restoration/stabilization report reviewed and approved by the NCC, DES Geological Survey, and DES Watershed Assistance Section.

Measures of Success: Successful review of final report by Steering Committee.

Deliverable 6: Fluvial geomorphology-based assessment and recommendations report for the Mad River at the Campton Village Precinct wells reach as approved by the NCC and DES.

Task 25: Develop the first draft of the fluvial geomorphology-based final report for the project area and circulate to the Steering Committee for review.

Task 26: Host a public meeting to present the draft study report to the public for comment.

Task 27: Review comments provided by Steering Committee and those received at the public meeting and revise report into final draft format for second review by Steering Committee.

Task 28: Secure sign-offs from Steering Committee on final version of report and distribute to stakeholders.

Objective 7: 604(b) Grant reporting and documentation

Measures of Success: DES approves semi-annual progress reports, final report, and all payment requests

Deliverable 5: Semi-annual progress reports over the two year project period, a final report prepared according to DES guidance, and all payment requests, procurement documents, and match forms.

Task 29: Prepare and submit electronic semi-annual reports to DES during 2015 and 2016 utilizing the template provided by DES and include all supporting documentation and deliverables.

Task 30: Prepare and submit final project report according to the guidance document provided by DES and submit it to DES along with all supporting documents before the end of the project grant period.

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 \$5,000.

Payment shall be made in accordance with the following schedule based upon completion of specific tasks described in Exhibit A:

OF
2/12/14

Upon completion and DES approval of Task	1	\$600
Upon completion and DES approval of Task	2	\$200
Upon completion and DES approval of Task	3	\$200
Upon completion and DES approval of Task	4	\$800
Upon completion and DES approval of Task	5	\$1,500
Upon completion and DES approval of Task	6	\$750
Upon completion and DES approval of Tasks	7 and 8	\$1,200
Upon completion and DES approval of Task	9 and 10	\$1,200
Upon completion and DES approval of Task	11 through 13	\$5,500
Upon completion and DES approval of Task	14 and 15	\$3,000
Upon completion and DES approval of Task	16 and 17	\$1,500
Upon completion and DES approval of Task	18 and 19	\$2,000
Upon completion and DES approval of Task	20	\$3,000
Upon completion and DES approval of Task	21	\$800
Upon completion and DES approval of Task	22	\$800
Upon completion and DES approval of Task	23 and 24	\$1,000
Upon completion and DES approval of Task	25	\$2,200
Upon completion and DES approval of Task	26	\$1,000
Upon completion and DES approval of Task	27 and 28	\$1,000
Upon completion and DES approval of Task	29	\$750
Upon completion and DES approval of Task	30	\$1,000
	Total	<u>\$30,000</u>

CF
4/12/14

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 878896034.

CF
11/19/14

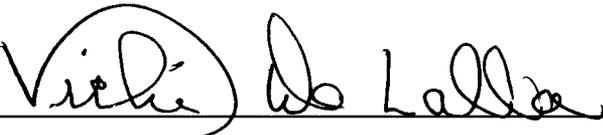
CERTIFICATE of AUTHORITY

I, Vicki DeLalla, Treasurer of the North Country Council, do hereby certify that:

- (1) I am the duly elected Treasurer;
- (2) at the meeting held on October 22, the North Country Council voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the North Country Council 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:

Christine Frost

IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer of the North Country Council, this 12th day of November, 2014.



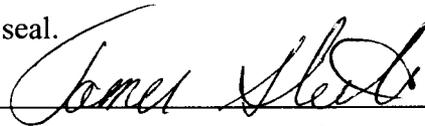
Name of certifying officer, office (signature above)

STATE OF NEW HAMPSHIRE

County of Grafton

On this the 12th day of November, 2014, before me James Steele the undersigned officer, personally appeared Vicki DeLalla who acknowledged him/herself to be the Treasurer of the North Country Council 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.



Name of Notary Public (signature above)

Commission Expiration Date:
(Seal)





CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: North Country Council 107 Glessner Road Bethlehem, NH 03574	Member Number: 576	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
---	------------------------------	--

X	Coverage Category	Effective Date	Expiration Date	Amount of Coverage	Other Details
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2014	7/1/2015	Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)	\$ 1,000,000 \$ 2,000,000 \$ \$
<input type="checkbox"/>	Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate	\$ \$
<input type="checkbox"/>	Workers' Compensation & Employers' Liability			Statutory Each Accident Disease - Each Employee Disease - Policy Limit	 \$ \$ \$
<input type="checkbox"/>	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: In regards to the Grant Agreement, the certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered.

CERTIFICATE HOLDER:	X	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
NH Department of Environmental Services 29 Hazen Drive Concord, NH 03301				By: <i>Tammy Denver</i>
				Date: 11/12/2014 tdenver@nhprimex.org
				Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: North Country Council 107 Glessner Road Bethlehem, NH 03574	Member Number: 576	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"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Each Occurrence</td> <td>\$</td> </tr> <tr> <td>General Aggregate</td> <td>\$</td> </tr> <tr> <td>Fire Damage (Any one fire)</td> <td>\$</td> </tr> <tr> <td>Med Exp (Any one person)</td> <td>\$</td> </tr> </table>	Each Occurrence	\$	General Aggregate	\$	Fire Damage (Any one fire)	\$	Med Exp (Any one person)	\$
Each Occurrence	\$									
General Aggregate	\$									
Fire Damage (Any one fire)	\$									
Med Exp (Any one person)	\$									
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2014	7/1/2015								
		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> Statutory</td> <td></td> </tr> <tr> <td>Each Accident</td> <td>\$2,000,000</td> </tr> <tr> <td>Disease – Each Employee</td> <td>\$2,000,000</td> </tr> <tr> <td>Disease – Policy Limit</td> <td>\$</td> </tr> </table>	<input checked="" type="checkbox"/> Statutory		Each Accident	\$2,000,000	Disease – Each Employee	\$2,000,000	Disease – Policy Limit	\$
<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
NH Department of Environmental Services 29 Hazen Drive Concord, NH 03301			By: <i>Tammy Denver</i>
			Date: 11/12/2014 tdenver@nhprimex.org
			Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

**Attachment A
Budget Estimate**

Budget Item	Grant Amount FY15
Salaries & Wages	\$4,635.00
Contractual	\$25,000.00
Travel and Training	\$365.00
	<hr/>
Total Grant Amount	\$30,000.00

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	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.