



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner



July 1, 2013

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 Central New Hampshire Regional Planning Commission, Concord NH, (VC #154613) in the amount of \$16,380 to complete the *Impervious Surface Mapping in the Upper Merrimack River Region* project, effective upon Governor and Council approval through September 30, 2015. 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 2014

\$16,380

EXPLANATION

Each year DES receives funds under Section 604(b) of the Clean Water Act, which must be granted to regional planning agencies for water quality planning projects. DES solicited proposals from each of the nine regional planning agencies to submit scopes of services for projects supporting local watershed planning efforts such as developing or implementing a watershed-based plan; conducting monitoring to address specific water quality concerns; planning stormwater retrofits to address water quality impairments; green infrastructure projects that manage wet weather to maintain or restore natural hydrology; and/or working with municipalities committed to adopting specific model ordinances and/or regulations to address a priority water quality planning concern.

Seven planning agencies submitted letters of intent for one project each, and two planning agencies submitted letters of intent for two projects each. All twelve letters of intent were evaluated and ranked based on the following criteria: 1) relevance to water quality issues as reported in the 305(b) report; 2) identification of nonpoint source pollution control measures designed to meet water quality standards; 3) demonstration of local commitment to implement water quality improvement plans; 4) explanation of the nature, extent, and cause of water quality problems; 5) specificity of deliverables and outcomes and their likelihood of achieving success. Based on the specified selection criteria and the amount of grant funding available, the four highest scoring proposals were selected for funding. Please refer to Attachment B for review results and review panel members.

DES Web site: www.des.nh.gov

P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095

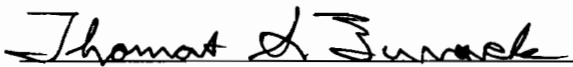
Telephone: (603) 271-2457 • Fax: (603) 271-7894 • TDD Access: Relay NH 1-800-735-2964

According to the New Hampshire Water Resources Primer, nationwide studies have demonstrated clean water deterioration in watersheds where more than ten percent of the land is covered by impervious surfaces (such as roads, parking lots, sidewalks, and buildings). As impervious areas increase due to land development, so do the volume and rate of runoff entering nearby water bodies. There are currently no comprehensive statewide datasets in New Hampshire with detailed impervious surface calculations. Several of the goals in the 2007 Upper Merrimack Management and Implementation Plan identify the need for river quality improvements, river restoration, and regulatory updates based upon solid data. One of the first steps in calculating pollutant loading, for example, is to develop impervious surface coverage calculations. With this information, a comprehensive restoration plan may be developed which identifies and prioritizes areas in the watershed for river quality protection and restoration efforts.

The Central New Hampshire Regional Planning Commission (CNHRPC) will work with the University of New Hampshire Complex Systems Research Center and the Upper Merrimack River Local Advisory Committee (UMRLAC) to generate a detailed impervious surface coverage map of the Upper Merrimack River region. The study area will include the six Upper Merrimack River corridor communities of Boscaawen, Bow, Canterbury, Concord, Franklin, and Northfield.

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

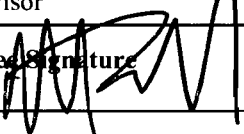
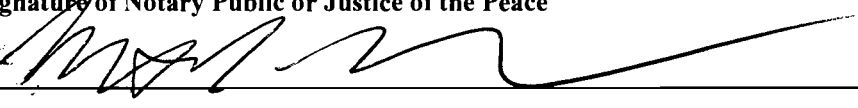
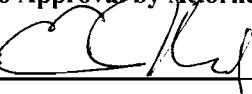
GRANT AGREEMENT

Subject: Impervious Surface Mapping in the Upper Merrimack River Region

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 29 Hazen Drive Concord, NH 03301	
1.3 Grantee Name Central New Hampshire Regional Planning Commission		1.4 Grantee Address 28 Commercial Street, Suite 3 Concord, NH 03301	
1.5 Effective Date Upon G&C approval	1.6 Completion Date September 30, 2015	1.7 Audit Date N/A	1.8 Grant Limitation \$16,380
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 Michael Tardiff, Executive Director	
1.13 Acknowledgment: State of New Hampshire, County of <u>Merrimack</u> On <u>June 24, 2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2 Name & Title of Notary Public or Justice of the Peace <u>Matthew J. Monahan, Notary Public / Comm Ex: 3 April 2018</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>7, 8, 13</u>			
1.17 Approval by the Governor and Council By: _____ On: / /			

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

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

4. EFFECTIVE DATE; COMPLETION OF PROJECT.

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

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

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

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

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

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

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

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

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.

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

7. RECORDS AND ACCOUNTS.

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

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

in block 1.3 of these general provisions.

8. PERSONNEL.

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

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

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

9. DATA; RETENTION OF DATA; ACCESS.

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

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

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

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

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

10. CONDITIONAL NATURE OF AGREEMENT.

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

11. EVENT OF DEFAULT; REMEDIES.

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

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

11.1.2 failure to submit any report required hereunder; or

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

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

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

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

Grantee notice of termination; and

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

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

12. TERMINATION.

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

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

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

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

13. CONFLICT OF INTEREST. No officer, member or employee of the Grantee and no representative, officer 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, worker'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 omissions 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 worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

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

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation of 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 Central New Hampshire Regional Planning Commission (CNHRPC) shall perform the following tasks as described in the detailed proposal titled *Impervious Surface Mapping in the Upper Merrimack River Region* Project, submitted by the CNHRPC on September 28, 2012:

Objective 1: Create a GIS dataset delineating and quantifying the extent of impervious surfaces within the six Upper Merrimack River communities.

Measures of Success: Creation of binary GIS dataset showing impervious and non-impervious areas.

Deliverable 1: Map set showing impervious coverage in the six Upper Merrimack River communities.

Task 1: Coordinate with UNH Complex Systems Research Center (CSRC) to acquire 2010 1-foot orthophotos in a GIS dataset with impervious surfaces roughly mapped.

Task 2: Refine and edit impervious surface dataset to generate draft impervious surface maps by manually editing the dataset acquired from UNH CSRC into a binary classification of impervious or non-impervious surface across the Upper Merrimack River region.

Task 3: Distribute draft dataset to Upper Merrimack River Local Advisory Committee (UMRLAC) and municipalities for review and corrections. CNHRPC will provide a poster-sized map of each community showing the draft impervious surface dataset to UMRLAC. Work with UMRLAC members to coordinate with municipal staff to check the maps for accuracy and suggest any corrections.

Task 4: Finalize impervious surface dataset by collecting the maps from UMRLAC and manually correcting any errors to finalize the dataset, then redistributing the finalized maps along with brief explanatory text and calculations of impervious surfaces by town and/or subwatershed.

Objective 2: Identify areas having the largest percent imperviousness and those nearing thresholds that have been found to lead to water quality impacts, and complete an estimate of the percentage of directly connected impervious area (DCIA) or effective impervious area (EIA), or complete a pollutant loading analysis on at least one area/subwatershed.

Measures of Success: Highly impervious areas/subwatersheds are identified and a calculation of percent DCIA/EIA or pollutant loading analysis has been completed on at least one area/subwatershed.

Deliverable 2: Percentage DCIA/EIA or pollutant loading analysis for at least one area/subwatershed in the Upper Merrimack River region.

Task 5: Coordinate with UMRLAC members to identify the area(s) or subwatershed(s) with the highest percent imperviousness or highest risk of water quality impacts using the finalized maps and accompanying total impervious area calculations. Coordinate with UMRLAC to calculate percent DCIA/EIA or conduct a pollutant loading analysis using the Simple Method. Provide land cover calculations or other basic background data necessary for the analyses.

Task 6: Work with UMRLAC to distribute copies of the final impervious area maps and results of the targeted area/subwatershed analysis to Upper Merrimack River communities with a cover

memo/explanatory text explaining the study and proposing any relevant regulatory or strategic outreach recommendations for the municipalities to consider.

Additional Provisions of the Agreement

Quality Assurance

All project activities which are to be guided by a Quality Assurance document such as a Quality Assurance Project Plan (QAPP) or Site Specific Project Plan (SSPP) must **not** begin prior to DES/EPA approval of that QA document. In the event that sampling, modeling, or other such activities precede QA document approval, the data will not be considered valid, and the grantee will forfeit the ability to receive payment for those activities.

Outreach Materials

All outreach materials and reports produced for public distribution shall be reviewed and approved by DES prior to distribution and shall include the DES logo and the following citation: "Funding for this project was provided in part by a Water Quality Planning Grant from the NH Department of Environmental Services with Clean Water Act Section 604(b) funds from the United States Environmental Protection Agency".

Operations and Maintenance

Demonstration management practices implemented as agreed upon in the scope of services of this grant agreement and with grant funds under Section 604(b) Water Quality Planning grant, shall be properly operated and maintained for the intended purposes during the life span of the project. The life span of a project shall be determined by the Grantee, tailored to the types of practices expected to be funded in this project, and agreed upon by DES. The Grantee shall provide DES with an engineering estimate of the design life of the best management practice(s) (BMPs), or in the case of small-scale BMPs which do not have a design life estimation completed by an engineer, the design life of that practice shall be estimated to be ten years.

Operation includes the administration, management, and performance of non-maintenance actions needed to keep the completed practice safe and functioning as intended. Maintenance includes work to prevent deterioration of the practice, repairing damage, or replacement of the practice to its original condition if one or more components fail. The Grantee shall assure that any sub-award of Section 604(b) funds similarly include the same condition in the sub-award. Additionally, both EPA and DES reserve the right to periodically inspect a practice during the life span of the project to ensure that operation and maintenance are occurring. If it is determined that the participants are not operating and maintaining these practices in an appropriate manner, DES may request a refund for that practice supported by the grant.

Exhibit B
Contract Price and Method of Payment

All services shall be performed to the satisfaction of DES before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of an associated invoice. Payment shall be made in accordance with the following schedule based upon completion of specific tasks described in Exhibit A:

Upon completion and DES approval of Task 1	\$6,500
Upon completion and DES approval of Task 2	\$6,000
Upon completion and DES approval of Task 3	\$500
Upon completion and DES approval of Task 4	\$1,000
Upon completion and DES approval of Task 5	\$1,000
Upon completion and DES approval of Task 6	<u>\$1,380</u>
Total	\$16,380

Funding is provided through a Watershed Assistance Grant from the NH Department of Environmental Services with Clean Water Act Section 604(b) funds from the United States Environmental Protection Agency.

Exhibit C
Special Provisions

If the date for commencement of Exhibit A precedes the Effective Date all services performed by Grantee between the commencement date and the Effective Date shall be performed at the sole risk of the Grantee and in the event that this Agreement does not become effective, the State shall be under no obligation to pay the Grantee for any costs incurred or services performed.

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

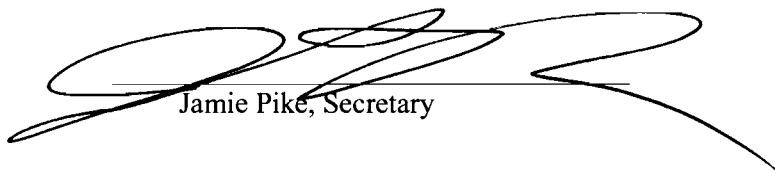
Federal Funds paid under this agreement are from a Grant Agreement to the State from the US Environmental Protection Agency, Water Quality Management Planning under CFDA # 66.454. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing DES with their Data Universal Numbering System (DUNS) number.

CERTIFICATE

I, Jamie Pike, Secretary of the Central New Hampshire Regional Planning Commission (CNHRPC), do hereby certify that: (1) I am the duly elected and acting Secretary of the Commission, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53); (2) I review and maintain or cause to be maintained and am familiar with the minutes of the meetings of the Commission and its Executive Committee; (3) I am duly authorized to issue certificates with respect to the contents of such minutes; (4) in an email vote due on June 24, 2013 the Executive Committee of the Commission voted to enter into a contract with the New Hampshire Department of Environmental to develop impervious surface coverage data for the Upper Merrimack River region through funding provided under Section 604(b) of the Clean Water Act. The Commission further authorized the Executive Director to execute any documents which may be necessary to effectuate this contract; (5) 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 (6) the following person has been appointed to and now occupies the office indicated under item (4) above:

Michael Tardiff, Executive Director
(Printed name of officer authorized to sign)

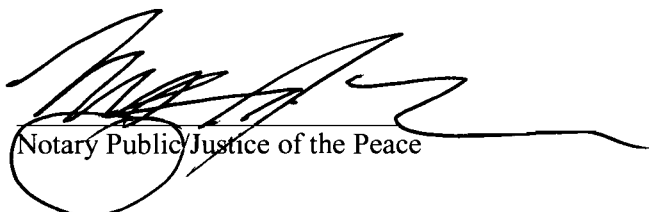
IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Commission, this
24 day of June, 2013.


Jamie Pike, Secretary

STATE OF NEW HAMPSHIRE
County of Merrimack

On this the 24th day of June, 2013, before me,
Matthew J. Monahan, [Notary Public/Justice of the Peace], the undersigned officer, personally
appeared Jamie Pike who acknowledged himself to be the Secretary of the Commission, being
authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.


Notary Public/Justice of the Peace

COMMISSION EXPIRATION DATE: 3 April, 2018



CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee box below, if checked.

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF COMPANY A AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) 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 COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Participating Member: Central NH Regional Planning Member Number: - 13		Company Affording Coverage (the "Company"): Local Government Center Property-Liability Trust, LLC PO Box 2008, Concord, NH 03302-2008		
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)	
General Liability (Member Agreement Section III.A)			Each Occurrence	\$ 5,000,000
			General Aggregate	\$
			Personal & Adv Injury	\$
			Med Exp (any one person)	\$
			Products -Comp/Op Agg	\$
			Fire Damage (each fire)	\$
Automobile Liability (Member Agreement Section III.A) Any Auto All Owned Autos Scheduled Autos Hired Autos Non-Owned Autos Other _____			Each Occurrence	\$ 5,000,000
			Bodily Injury (per person)	\$
			Bodily Injury (per accident)	\$
			Property Damage (per accident)	\$
Excess Liability			Each Occurrence	\$ N/A
			Aggregate	\$ N/A
Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000				\$Per scheduled limits and Member Agreement
✓ Workers' Compensation (Coverage A) Employers' Liability (Coverage B)	1/1/2013	12/31/2013	Coverage A:	Statutory
			Cov. B: Each Accident	\$ 2,000.000
			Disease - Each Employee	\$ 2,000.000
			Disease - Policy Limit	\$ 2,000.000
Description: Proof of Coverage				

CANCELLATION: If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

	Additional Covered Party	Loss Payee, as his, her or its interests appear
<i>Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*</i>		
Certificate Holder: State of New Hampshire Eric Williams NH Dept. of Environmental Services PO Box 95 Concord NH 03302-0095	Companies By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>6/20/2013</u>	Please direct inquiries to: Debra A. Lewis 603.230.3332

*Terms in quotes are defined in the Member Agreement.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/20/2013

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 Davis Towle Morrill & Everett 115 Airport Road P O Box 1260 Concord, NH 03302-1260	CONTACT NAME: PHONE (A/C, No, Ext): 603 225-6611 FAX (A/C, No): 603-225-7935 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Hanover Insurance INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Central NH Regional Planning Commission 28 Commercial Street Concord, NH 03301	NAIC #

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PRO- JECT ☐ LOC			ZHV496655517	10/02/2012	10/02/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 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 ☒ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			ADV603045114	10/07/2012	10/07/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				WC STATU- TORY LIMITS OTH- ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

NH Department of Environmental
Services
PO Box 95
Concord, NH 03302-0095

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

[Signature]

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Attachment A
Budget Estimate

Budget Item	Grant Amount
Salaries & Wages	\$9,880.00
Contractual	<u>\$6,500.00</u>
Total Project Cost	\$16,380.00

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

Organization	Project Name	Amount Requested	Reviewer 'A'	Reviewer 'B'	Reviewer 'C'	Reviewer 'D'	Reviewer 'E'	Total Score	Rank	Funding Recommendation Target = \$98,020
Southwest Region Planning Commission	Nutrient Loading Study of Lake Warren, Aistead, NH	\$39,800	77	80	80	90	93	420	1	39,800
Lakes Region Planning Commission	Site-level Stormwater Planning and Education Program	\$38,830	65	77	63	60	70	335	2	\$78,630
Nashua Regional Planning Commission	Stormwater Assistance Program	\$28,000	83	78	75	48	48	332	3	\$106,630
Central NH Regional Planning Commission	Impervious Cover Mapping in the Upper Merrimack Watershed	\$16,500	80	77	58	58	57	330	4	\$16,380
Rockingham Planning Commission	MS4 Technical Assistance Program in the Exeter/Squamscott and Powwow River Watershed	\$18,500	75	69	52	57	48	301	5	N
Southern NH Planning Commission	A Watershed Management Plan for the Town of New Boston	\$40,000	65	65	55	50	40	275	6	N
Connecticut River Joint Commissions	Culvert Improvement Program Pilot Project	\$32,100	75	65	45	48	40	273	7	N
Upper Valley Lake Sunapee Regional Planning Commission	Outreach Plan for Waterfront Property Stewardship	\$19,700	70	56	44	55	45	270	8	N
Nashua Regional Planning Commission	Lower Merrimack River Continuity Assessment	\$8,000	50	72	45	40	61	268	9	M
Southwest Region Planning Commission	Lower Ashuelot River Ordinance Assistance	\$13,500	50	59	40	37	35	221	10	N
Stafford Regional Planning Commission	Identifying and Ranking Potential Sources or Threats along the Isinglass River	not specified	52	44	23	51	35	205	11	N
North Country Council	Engaging the Public as Stewards of the Ammonoosuc River	\$22,224	55	50	41	21	15	182	12	N

Review Team Members

Name	Qualifications
Jacquie Colburn	20 years experience, Lakes and Rivers Programs Coordinator, environmental planner and general project management
Jeff Marcoux	7 years experience, Watershed Assistance Specialist, grant and contract expertise
Tracie Sales	5 years experience, Assistant Watershed Planner, grant writing, project implementation and management
Sally Soule	13 years experience, Coastal Watershed Coordinator, project management, Coastal watershed expertise
Eric Williams	23 years experience, Watershed Assistance Section Supervisor, environmental planner, general project management expertise, WAS section and 319 program supervisor.