



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



April 1, 2021

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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services to amend an agreement (PO# 1064234) with Strafford Regional Planning Commission, (VC # 155570-B001) for the *Oyster River Watershed Management Plan Implementation Project, Phase II – Permeable Reactive Barrier Installation(s)* project by changing the project scope and budget and extending the project expiration date to June 30, 2022 from December 31, 2021 effective upon Governor and Council (G&C) approval. The original agreement was approved by G&C on September 20, 2018 Item #52 and amended on November 6, 2019, item #38. 100% Federal Funds. This is a no cost amendment.

EXPLANATION

This Amendment requests changes to the scope and budget of this agreement. Additional time to complete the project is also requested. This request is necessary because the highly experimental nature of this project has led to many on-going, unexpected issues identifying suitable sites for permeable reactive barrier (PRB) installations. Initial work included installation of several wells and sampling at two potential PRB installation sites. These sites ultimately were deemed not suitable based on subsurface conditions, site hydrology, landowner issues, unexpected access constraints, and groundwater testing results (low levels of nitrate due to limited number of occupants in the home). Six additional sites were then evaluated both via online mapping and in-person site visits. This additional, unanticipated effort resulted in project delays and budget overages in several tasks due to the extensive work needed to find a suitable site. Construction will be completed by Summer of 2021, however, the longer extension will be necessary to complete post-construction monitoring and reporting.

The PRB site that was ultimately selected required design and construction modifications beyond the original plans due to groundwater flow patterns. Additionally, sampling during the summer of 2020 at the site was challenging due to prolonged periods of drought. Several sampling wells that were installed were too dry and could not be sampled. Staff turnover at the local level has led to additional training and education needs to bring partners up to speed on the project. Due to difficulty in finding suitable sites as previously described, installation of a second PRB will be canceled and project funding will be shifted to support completion of the PRB installation at the successful site, associated monitoring, and project outreach. Additional time is also requested to accommodate changes in the project schedule resulting from delays caused by the site suitability issues. To date \$46,454 has been spent of the total project costs of \$76,300.

The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.


Robert R. Scott, Commissioner

**Agreement for Services with the Strafford Regional Planning Commission
Amendment No. 2**

This Agreement (hereinafter called the "Amendment") dated this 25 day of February, 2021, 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 Strafford Regional Planning Commission, acting by and through its Executive Director, Jennifer Czynsz, (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council on September 20, 2018, item #52, and amended on November 6, 2019, item #38, for the project titled "Oyster River Watershed Management Plan Implementation, Phase II- Permeable Reactive Barrier Installations(s) Project," 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 sub-paragraph 1(A) of Amendment 1 shall be changed from December 31, 2021 to June 30, 2022.

(B) The Contract Price and Method of payment as set forth in Exhibit B shall be changed as follows:

Task(s)	Title of Task	Original Payment	Amendment 1 Change	Amendment 2 Change	Revised
1	Submit reports	\$1,935	\$0		\$1,935
2	Submit Payment Requests	\$583	\$0		\$583
3	Submit final report	\$1,000	\$0		\$1,000
4	Conduct project management	\$2,500	\$3,500	\$2,436	\$8,436
5	Plan ground and surface water sampling	\$1,931	\$6,500		\$8,431
6	Submit QAPP	\$2,000	\$0		\$2,000
7	Coordinate permission	\$4,595	\$0		\$4,595
8	Coordinate installation and construction work	\$5,000	\$0	\$3,487	\$8,487
9	Sample ground and surface water	\$2,658	\$0		\$2,658
10	Complete first round of baseline sampling	\$4,415	\$0		\$4,415
11	Complete second round of baseline sampling	\$5,170	\$0		\$5,170
12	Design permeable reactive barriers (PRBs)	\$4,681	\$0		\$4,681
13	Construct PRB1	\$4,490	\$0		\$4,490
14	Construct PRB2	\$4,490	\$0	(\$4,490)	\$0
15	Complete first round of post-construction monitoring	\$4,572	\$0	(\$854)	\$3,718
16	Complete second round of post-construction	\$1,572	\$0	(\$137)	\$1,435

Initial *JC*
Date 3/3/21

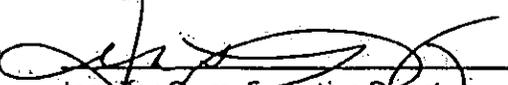
	monitoring				
17	Complete third round of post-construction monitoring	\$4,350	\$0	(\$78)	\$4,272
18	Complete fourth round of post-construction monitoring	\$5,058	\$0	(\$364)	\$4,694
19 and 20	Submit post-installation memo and conduct outreach	\$5,300	\$0		\$5,300
		\$66,300	\$10,000	\$0	\$76,300

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 JC
 Date 3/3/21

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

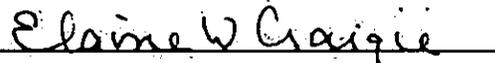
Strafford Regional Planning Commission

By 
Jennifer Czysz, Executive Director

STATE OF NEW HAMPSHIRE
COUNTY OF Strafford

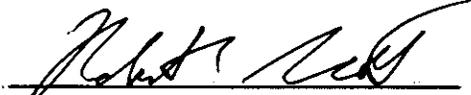
On this the 3 day of March, 2021, before the undersigned officer, personally appeared Jennifer Czysz, Executive Director, who acknowledged herself to be the person who executed the foregoing instrument for the purpose therein contained.

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



My Commission Expires: ELAINE W. CRAIGIE, Notary Public
My Commission Expires January 10, 2023

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By 
Robert R. Scott, Commissioner

Approved by Attorney General this 5th day of April, 2021

OFFICE OF ATTORNEY GENERAL

By 

Initial dc
Date 3/3/21

Annual Grant and Contract Authorization
Fiscal Year 2021
CERTIFICATE OF VOTE

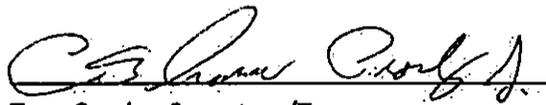
I, Tom Crosby, Secretary/Treasurer of the Strafford Regional Planning Commission, do hereby certify that:

- 1) I am the duly elected Secretary/Treasurer;
- 2) At the meeting held on July 17, 2020, the Strafford Regional Planning Commission voted to authorize the Executive Director, and in his/her absence the acting Executive Director, to sign & execute any contracts for SRPC;
- 3) 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
- 4) The following person has been appointed to and now occupies the office indicated in (2) above: Executive Director Jennifer Czysz

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary/Treasurer of the

Strafford Regional Planning Commission,

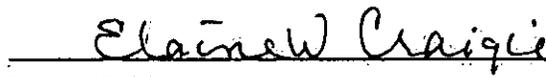
this 3rd day of March, 2021.


Tom Crosby, Secretary/Treasurer

STATE OF NEW HAMPSHIRE
County of Strafford

On this the 3rd day of March, 2021, before me Elaine Craigie the undersigned officer, personally appeared Tom Crosby, who acknowledged him/herself to be the Secretary/Treasurer of the Strafford Regional 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.


Notary Public

Commission Expiration Date:

(Seal) ELAINE W. CRAIGIE, Notary Public
My Commission Expires January 10, 2023



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: Strafford Regional Planning Commission 150 Wakefield Street, Suite 12 Rochester, NH 03867	Member Number: 562	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2020	7/1/2021	Each Occurrence	\$ 1,000,000
			General Aggregate	\$ 2,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
<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: Grant. 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. Pollution and hazardous waste related liabilities, expenses and claims are excluded from coverage in the coverage document.

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/>	Additional Covered Party	<input type="checkbox"/>	Loss Payee	Primex ³ - NH Public Risk Management Exchange
					By: <i>Mary Beth Purcell</i>
State of NH Department of Environmental Services 29 Hazen Dr. PO Box 95 Concord, NH 03302					Date: 3/3/2021 mpurcell@nhprimex.org
					Please direct inquires to: Primex ³ 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: Strafford Regional Planning Commission 150 Wakefield Street, Suite 12 Rochester, NH 03867	Member Number: 562	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2021	1/1/2022	<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	Primex ³ - NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
State of NH Department of Environmental Services 29 Hazen Dr. PO Box 95 Concord, NH 03302			Date: 3/3/2021 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Attachment A
Copy of Original Agreement



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

Kathernie Zink



September 19, 2019

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

APPROVED G & C
DATE 6 Nov 19
ITEM # 58

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services to amend an agreement (PO # 1064234) with Strafford Regional Planning Commission, (VC # 155492) for the *Oyster River Watershed Management Plan Implementation Project, Phase II – Permeable Reactive Barrier Installation(s)* project by increasing the contract award amount by \$10,000 from \$66,300 to \$76,300 and by extending the project expiration date to December 31, 2021 from December 31, 2020 effective upon Governor and Council (G&C) approval. The original agreement was approved by the Governor and Executive Council on September 20, 2018 Item #52. 100% Federal Funds.

Funds to support this request are anticipated to be available in the following account in FY 2020 upon availability and continued appropriation of funding in the future budget.

03-44-44-442010-2035-072-500575
Dept. Environmental Services, NPS Restoration Program, Grants-Federal

FY 2020
\$10,000

EXPLANATION

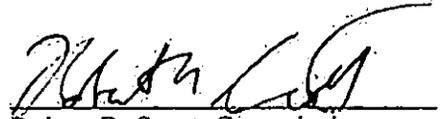
This Amendment requests additional funding and time to finish tasks associated with the project. Additional funding is needed because new locations for permeable reactive barrier installations will need to be identified. The original, proposed locations for installation did not work out due to a number of factors beyond the grantee's control. Constraints at both original sites including issues with soil type and groundwater flow patterns, and changes in a landowner's willingness to participate in the installation process were unknown and unpredictable, respectively. Additional time will allow the grantee to identify new locations, develop landowner agreements for permeable reactive barrier (PRB) installation, and conduct pre-construction monitoring. To date, \$13,855 has been spent of the original grant award of \$66,300.

Reducing nitrogen loads from septic systems is a priority strategy for achieving nutrient load reductions in the Oyster River watershed and the Great Bay estuary. According to the septic system database developed by Strafford Regional Planning Commission in 2016, approximately 51% of all septic systems within the focus area were installed prior to 1975. These systems were installed during a time when septic system design and construction standards were less stringent compared to more current

systems. Many systems are located in low lying areas with poor drainage and relatively close to perennial and ephemeral streams. Poorly designed systems and aging infrastructure place these areas at a greater risk of septic system failure, and may result in excess nitrogen from septic effluent draining to the Oyster River and eventually to Great Bay. Currently, few options for removing nitrogen from septic systems are used in the region. This project will install and monitor two denitrifying PRBs for septic systems in Durham. This project will explore alternative technologies for nutrient removal to gain a better understanding of simple, cost effective methods of controlling nutrient outputs from septic systems.

The amendment has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.



Robert R. Scott, Commissioner

**Agreement for Services with the Strafford Regional Planning Commission
Amendment No. 1**

This Agreement (hereinafter called the "Amendment") dated this 20 day of June, 2019, 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 Strafford Regional Planning Commission, acting by and through its Executive Director, Jennifer Czysz, (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council on September 20, 2018, 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 sub-paragraph 1.6 of the agreement shall be changed from December 31, 2020 to December 31, 2021.

(B) The Contract Price and Method of payment as set forth in Exhibit B shall be changed as follows:

Task(s)	Title of Task	Original Payment	Change	Revised
1	Submit reports	\$1,935	\$0	\$1,935
2	Submit Payment Requests	\$583	\$0	\$583
3	Submit final report	\$1,000	\$0	\$1,000
4	Conduct project management	\$2,500	\$3,500	\$6,000
5	Plan ground and surface water sampling	\$1,931	\$6,500	\$8,431
6	Submit QAPP	\$2,000	\$0	\$2,000
7	Coordinate permission	\$4,595	\$0	\$4,595
8	Coordinate installation and construction work	\$5,000	\$0	\$5,000
9	Sample ground and surface water	\$2,658	\$0	\$2,658
10	Complete first round of baseline sampling	\$4,415	\$0	\$4,415
11	Complete second round of baseline sampling	\$5,170	\$0	\$5,170
12	Design permeable reactive barriers (PRBs)	\$4,681	\$0	\$4,681
13	Construct PRB1	\$4,490	\$0	\$4,490
14	Construct PRB2	\$4,490	\$0	\$4,490
15	Complete first round of post-construction monitoring	\$4,572	\$0	\$4,572
16	Complete second round of post-construction monitoring	\$1,572	\$0	\$1,572
17	Complete third round of post-construction monitoring	\$4,350	\$0	\$4,350

Initial *JC*
Date 6/27/19

18	Complete fourth round of post-construction monitoring	\$5,058	\$0	\$5,058
19 and 20	Submit post-installation memo and conduct outreach	\$5,300	\$0	\$5,300
		\$66,300	\$10,000	\$76,300

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 *JC*
Date *6/27/19*

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

Strafford Regional Planning Commission

By 
Jennifer Czysz, Executive Director

STATE OF NEW HAMPSHIRE
COUNTY OF Strafford

On this the 27th day of June, 2019, before the undersigned officer, personally appeared Jennifer Czysz, Executive Director, who acknowledged herself to be the person who executed the foregoing instrument for the purpose therein contained.

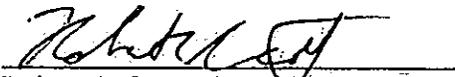
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Elaine W Craigie

My Commission Expires:

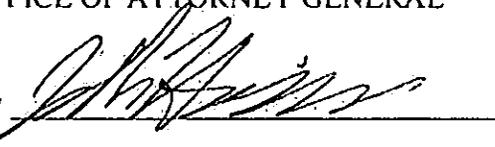
ELAINE W. CRAIGIE, Notary Publ
My Commission Expires January 10, 2

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By 
Robert R. Scott, Commissioner

Approved by Attorney General this 3rd day of October, 2019

OFFICE OF ATTORNEY GENERAL

By 

Initial JC
Date 6/27/19

CERTIFICATE OF VOTE

I, C. Thomas Crosby, Jr., Secretary/Treasurer of the Strafford Regional Planning Commission, do hereby certify that:

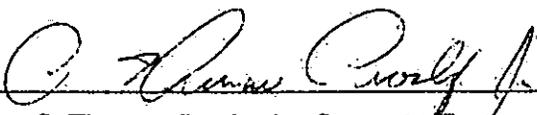
- (1) I am the duly elected Secretary/Treasurer;
- (2) at the meeting held on April 20, 2018 the Strafford Regional Planning Commission voted to authorize the executive director or acting executive director to sign & execute any contracts for SRPC as of April 25, 2018;
- (3) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (4) the following person(s) have been appointed to and now occupy the office indicated in (2) above: Executive Director

Jennifer Czysz

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary/Treasurer of the

Strafford Regional Planning Commission,

this 27th day of June, 2019.


C. Thomas Crosby Jr., Secretary/Treasurer

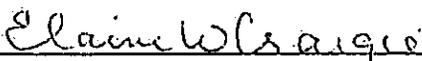
STATE OF NEW HAMPSHIRE
County of Strafford

On this the 27th day of June, 2019, before me

Elaine W. Craigie the undersigned officer, personally appeared

C. Thomas Crosby, Jr., who acknowledged him/herself to be the Secretary/Treasurer of the Strafford Regional 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.


Notary Public

Commission Expiration Date:

(Seal)

ELAINE W. CRAIGIE, Notary Public
My Commission Expires January 10, 2023



CERTIFICATE OF COVERAGE

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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: Strafford Regional Planning Commission 150 Wakefield Street, Suite 12 Rochester, NH 03867		Member Number: 562	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form)	7/1/2019	7/1/2020	Each Occurrence	\$ 1,000,000
	Professional Liability (describe)			General Aggregate	\$ 2,000,000
	<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability			Combined Single Limit (Each Accident)	
	Deductible: Comp and Coll:			Aggregate	
	<input type="checkbox"/> Any auto				
	Workers' Compensation & Employers' Liability			<input type="checkbox"/> Statutory	
				Each Accident	
				Disease - Each Employee	
				Disease - Policy Limit	
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Grant. 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. Pollution and hazardous waste related liabilities, expenses and claims are excluded from coverage in the coverage document.					

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/>	Additional Covered Party	<input type="checkbox"/>	Loss Payee	Primex ³ - NH Public Risk Management Exchange
State of NH Department of Environmental Services 29 Hazen Dr. PO Box 95 Concord, NH 03302					By: <i>Mary Beth Purcell</i>
					Date: 6/24/2019 mpurcell@nhprimex.org
					Please direct inquires to: Primex ³ 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: Strafford Regional Planning Commission 150 Wakefield Street, Suite 12 Rochester, NH 03867		Member Number: 562	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			<input type="checkbox"/> Each Occurrence <input type="checkbox"/> General Aggregate <input type="checkbox"/> Fire Damage (Any one fire) <input type="checkbox"/> Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible: Comp and Coll: <input type="checkbox"/> Any auto			<input type="checkbox"/> Combined Single Limit (Each Accident) <input type="checkbox"/> Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> Statutory <input type="checkbox"/> Each Accident \$2,000,000 <input type="checkbox"/> Disease - Each Employee \$2,000,000 <input type="checkbox"/> Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			<input type="checkbox"/> Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.				

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
State of NH Department of Environmental Services 29 Hazen Dr. PO Box 95 Concord, NH 03302			By: <i>Mary Beth Powell</i> Date: 6/24/2019 mpurcelk@nhprimex.org Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-226-3833 fax

Attachment C
Copy of Original Agreement



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Katherine Zink

Robert R. Scott, Commissioner

August 20, 2018

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

APPROVED G & C
DATE 9/26/18
ITEM # 52

REQUESTED ACTION

Authorize the Department of Environmental Services to enter into an agreement with the Strafford Regional Planning Commission, (VC# 155492) in the amount of \$66,300 to complete the *Oyster River Watershed Management Plan Implementation, Phase II-Permeable Reactive Barrier Installation(s) Project*, effective upon Governor and Council approval through December 31, 2020. 100 % Federal Funds.

Funding is available in the account as follows:

03-44-44-442010-2035-072-500575 FY 2019
Dept. Environmental Services, NPS Restoration Program, Grants-Federal \$66,300

EXPLANATION

The Department of Environmental Services (NHDES) issued a Request for Proposals (RFP) for the 2017/2018 Watershed Assistance Grants program. The twenty-one proposals received were ranked based on the criteria included in the RFP: water quality improvement or protection; cost/benefit ratio; local capacity to complete the project; relative value or significance of the water body; and, general quality, and thoroughness of the proposal. Based on the results of the selection process and available federal grant funding levels, the six highest ranked implementation projects were selected to receive funding. Please see Attachment B for a list of project rankings and review team members.

Watershed Assistance grants focus on the reduction of nonpoint source (NPS) pollution. NPS pollution occurs when rainfall, snowmelt, or irrigation water runs over land or through the ground, transporting materials which are then deposited into rivers, lakes, and coastal waters, or introduced into the groundwater. Pollutants can include chemicals, sediments, nutrients, and toxics which often have harmful effects on drinking water supplies, recreation, fisheries, and wildlife. Land development or changes in land use can also cause NPS pollution by disrupting the natural hydrology of a water body, increasing impervious surfaces, and contributing to the loss of aquatic habitat. Watershed Assistance programs address NPS pollution by promoting good land use practices on a watershed scale.

The Great Bay Nitrogen Non-Point Source Study (GBNPSS) estimates that more than half of the people in the Great Bay watershed live outside municipal sewer service areas. Additionally, GBNPSS showed

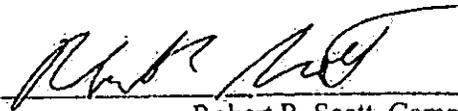
that 29% of the overall NPS nitrogen load delivered to the estuary comes from human waste (septic systems). Septic systems account for 26% of the nonpoint source nitrogen load delivered from the Oyster River watershed to the estuary.

Reducing nitrogen loads from septic systems is a priority strategy for achieving nutrient load reductions in the Oyster River watershed and the Great Bay region. According to the septic database developed by SRPC in 2016, approximately 51% of all septic systems within the focus area were installed prior to 1975. These systems were installed during a time when septic system design and construction standards were less stringent compared to more current systems. Additionally, many systems were located in low lying areas with poor drainage and relatively close to perennial and ephemeral streams. Poorly designed systems and aging infrastructure place these areas at a greater risk of septic system failure, and may result in excess nitrogen from septic effluent draining to the Oyster River and eventually to Great Bay. Currently, few options for removing nitrogen from septic systems are used in the region. This project will build off recent efforts to install and monitor denitrifying permeable reactive barriers (PRBs) for septic systems in Durham and Brentwood. Additionally, this project will continue to explore alternative technologies for nutrient removal to gain a better understanding of simple, cost effective methods of controlling nutrient outputs from septic systems.

The total project costs are budgeted at \$110,522. NHDES will provide \$66,300 (60%) of the project costs through a Section 319 of the Clean Water Act, federal grant. A budget breakdown is provided in Attachment A. 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.


Robert R. Scott, Commissioner

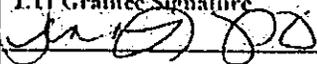
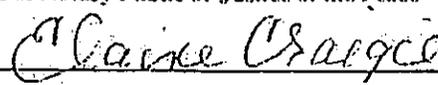
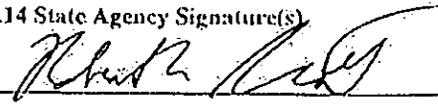
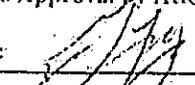
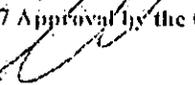
GRANT AGREEMENT

Subject: Oyster River Watershed Management Plan Implementation, Phase II- Permeable Reactive Barrier Installations(s) Project.

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

I. 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 Strafford Regional Planning Commission		1.4 Grantee Address 150 Wakefield Street, Suite 12 Rochester, NH 03867	
1.5 Effective Date Upon G&C approval	1.6 Completion Date December 31, 2020	1.7 Audit Date N/A	1.8 Grant Limitation \$66,300
1.9 Grant Officer for State Agency: Stephen C. Landry, Watershed Assistance Section Supervisor		1.10 State Agency Telephone Number 603-271-2969	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor Jennifer Cysze, Executive Director	
1.13 Acknowledgment: State of New Hampshire, County of <u>Strafford</u> On <u>7/23/18</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 ELAINE W. CRAIGIE, Notary Public My Commission Expires January 10, 2023			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Robert R. Scott, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By:  Attorney, On: <u>8/23/18</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, consulted 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 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 these 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 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 in 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 or 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 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 assigns. 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 Strafford Regional Planning Commission shall perform the following tasks as described in the detailed proposal titled, *Oyster River Watershed Management Plan Implementation, Phase II- Permeable Reactive Barrier Installations(s) Project* submitted by the Strafford Regional Planning Commission November 6, 2017:

Objective 1: The Strafford Regional Planning Commission prepares semi-annual reports, pollutant controlled reports for each BMP installed, and a final project report for NHDES.

Measures of Success: Timely semi-annual status reports, pollutants controlled reports, and final report to NHDES.

Deliverable 1: Semi-annual reports, pollutants controlled reports (PCR) and final project report to NHDES.

Task 1: 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

A pollutants controlled report must be completed and received by NHDES within one month following BMP implementation. In the event that the grantee has not completed a timely submittal of the semi-annual reports, all further payments will be suspended until the overdue reports are submitted, and approved by NHDES.

Task 2: Submit Payment Requests, Match Documentation, and Procurement Documentation to NHDES.

Task 3: Submit a comprehensive final report to NHDES on or before the project completion date. The final report shall include load reduction estimates, photo-documentation of installed system components when applicable, and comply with the NHDES and U.S. Environmental Protection Agency requirements found in the final report guidance document on the NHDES Watershed Assistance Section webpage.

Task 4: Project and contract management and coordination.

Objective 2: To design the project sampling program and Quality Assurance Project Plan (QAPP).

Measures of Success: Completed and accepted QAPP.

Deliverable 2: Final project QAPP.

Task 5: Plan groundwater and surface water sampling program and complete draft QAPP.

Task 6: Incorporate comments and submit final QAPP.

Objective 3: Coordinate land owner permission and municipal collaboration for planning and installing permeable reactive barriers (PRBs) at two sites in Durham.

Measures of Success: Sites selected, land owner permission secured and towns willing to collaborate on projects.

Deliverable 3: Submit final locations and landowner/town agreement summary to NHDES.

Task 7: Coordinate land owner permission and collaboration of landowners and town on PRB projects.

Objective 4: Installation of groundwater wells and PRB pre-installation monitoring.

Measures of Success: Monitoring wells installed and completion of two rounds of PRB pre-installation groundwater monitoring.

Deliverable 4: Well installation memo and summary of pre-installation groundwater and surface water quality monitoring.

Task 8: Coordinate installation work, including Dig Safe, install wells, and complete report.

Task 9: Sample groundwater and surface water at both project sites to provide water chemistry information for PRB design and summarize results.

Task 10: Complete first round of baseline sampling.

Task 11: Complete second round of baseline sampling.

Objective 5: PRB design and installation.

Measures of Success: Completed design and installation at both sites.

Deliverable 5: PRB designs and final installation summary memo.

Task 12: Design PRB for each site, obtain all necessary state and local permits, and prepare summary.

Task 13: Install PRB 1 (Woodridge Road or other approved location) and submit progress report.

Task 14: Install PRB 2 (Palmer Drive or other approved location) and submit progress report.

Objective 6: Complete post-installation monitoring and reporting.

Measures of Success: Completed sampling event.

Deliverable 6: Memo documenting PRB post-installation groundwater and surface water quality sampling events.

Task 15: Complete round one of post-installation groundwater and surface water quality sampling and analysis at both PRB sites.

Task 16: Complete round two of post-installation groundwater and surface water quality sampling and analysis at both PRB sites.

Task 17: Complete round three of post-installation groundwater and surface water quality sampling and analysis at both PRB sites.

Task 18: Complete round four of post-installation groundwater and surface water quality sampling and analysis at both PRB sites.

Task 19: Develop and submit post-installation sampling memo.

Objective 7: Provide technical assistance and outreach.

Measures of Success: Documentation of completed outreach program.

Deliverable 7: Final outreach materials (fact sheets, agendas, sign in sheets, social media announcements, press releases, etc.).

Task 20: Provide information about the project to the public.

Additional Requirements of the Agreement

Quality Assurance

All project activities which are to be guided by a quality assurance (QA) document such as a Quality Assurance Project Plan (QAPP) or Site Specific Project Plan (SSPP) must not begin prior to NHDES/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 materials produced for public distribution shall be reviewed and approved by NHDES prior to distribution and shall include the NHDES logo and the following citation: "Funding for this project was provided in part by a Watershed Assistance Grant from the NH Department of Environmental Services with Clean Water Act Section 319 funds from the U.S. Environmental Protection Agency".

Operations and Maintenance

Management practices implemented as agreed upon in the scope of services of this grant agreement and with grant funds or matching funds under a Section 319 Watershed 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 NHDES. The Grantee shall provide NHDES 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 319 funds similarly include the same condition in the sub-award. Additionally, both EPA and NHDES 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, NHDES may request a refund for that practice supported by the grant.

Exhibit B
Method of Payment and Contract Price

Procurements of goods or services made with grant funds, or those credited as match, shall comply with the terms of this agreement, and must be reported to NHDES. Documentation of match credit shall be provided with each payment request. The cumulative match value for the project shall meet or exceed the amount of grant funds received multiplied by 0.667 (e.g. \$66,300 grant X 0.667 = \$44,222. minimum match required). The grantee shall submit payment requests, procurement reports, and match documentation on the forms provided by NHDES. Payment shall be made in accordance with the following schedule based upon satisfactory completion of specific tasks, and receipt of deliverables as described in Exhibit A:

Upon completion and NHDES approval of Task 1	\$1,935
Upon completion and NHDES approval of Task 2	\$583
Upon completion and NHDES approval of Task 3	\$1,000
Upon completion and NHDES approval of Task 4	\$2,500
Upon completion and NHDES approval of Task 5	\$1,931
Upon completion and NHDES approval of Task 6	\$2,000
Upon completion and NHDES approval of Task 7	\$4,595
Upon completion and NHDES approval of Task 8	\$5,000
Upon completion and NHDES approval of Task 9	\$2,658
Upon completion and NHDES approval of Task 10	\$4,415
Upon completion and NHDES approval of Task 11	\$5,170
Upon completion and NHDES approval of Task 12	\$4,681
Upon completion and NHDES approval of Task 13	\$4,490
Upon completion and NHDES approval of Task 14	\$4,490
Upon completion and NHDES approval of Task 15	\$4,572
Upon completion and NHDES approval of Task 16	\$1,572
Upon completion and NHDES approval of Task 17	\$4,350
Upon completion and NHDES approval of Task 18	\$5,058
Upon completion and NHDES approval of Task 19 and 20	\$5,300
Total	\$66,300

Funding is provided through a Watershed Assistance Grant from the NH Department of Environmental Services with Clean Water Act Section 319 funds from the U.S. Environmental Protection Agency.

Grantee Initials JL
Date 7/20/18

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 changed to read: "comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate; and"

Federal Funds paid under this agreement are from a Grant Agreement to the State from the US Environmental Protection Agency, NPS Implementation Grant under CFDA # 66.460. 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 NHDES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data information as required under the FFATA. The Grantee's DUNS number is 791678188.

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

I) **Nondiscrimination.** The Grantee shall comply with 40 CFR part 7 which prohibits discrimination under any program or activity receiving Federal assistance on the basis of race, color, national origin, or gender, and 40 CFR part 12 which prohibits discrimination based on handicap.

II) **Financial management.** The Grantee shall comply with 2 CFR Part 200 Subpart D and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.

III) **Allowable costs.** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific Federal requirements detailed in 2 CFR Part 200 Subpart E.

IV) **Matching funds.** All matching funds contributed by the Grantee shall conform to the same laws, regulations, and grant conditions as the federal funds in the Agreement and referenced in 2 CFR Part 200 Subpart E.

V) **Property Management.** The Grantee shall comply with the property management and procedures detailed in 2 CFR Part 200 Subpart D.

VI) **Debarment and Suspension.** The Grantee shall comply with 2 CFR Part 200 Subpart C. By signing and submitting the Agreement, the Grantee certifies that it has not been debarred or suspended by a government agency. Additionally, the Grantee certifies that it will not make or permit any award (subgrant or subcontract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

VII) **Procurement.** When purchasing goods or services with grant or match funds, the Grantee shall comply with procurement regulations as detailed in 2 CFR Part 200 Subpart D which includes procurement standards, competition, methods of procurement, contract cost and price, agency review, bonding requirements, and contract provisions.

a. Assignment of Subcontracts. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State Agency.

b. Consultant Fee Cap. The Grantee will limit grant-funded payment to subcontractors under the circumstances detailed in 2 CFR Part 1500.9

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

VIII) *Participation by Disadvantaged Business Enterprises.* The Grantee shall comply with the terms of 40 CFR Part 33 Subpart C, which requires that organizations conduct a competitive procurement process making a good faith effort to utilize goods and services provided by disadvantaged businesses.

IX) *New Restrictions on Lobbying: Interim Final Rule.* The Grantee shall comply with the terms of 40 CFR part 34, and 2 CFR Part 200 Subpart E which prohibit the use of Federal grant funds to influence (or attempt to influence) a Federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if nonfederal funds have been used to influence (or attempt to influence) a Federal employee.

X) *Drug-Free Workplace.* The Grantee shall comply with the terms of 2 CFR Part 1536 which require as a condition of the Agreement, certification that the Grantee maintains a drug-free workplace. By signing and submitting this Agreement, the Grantee certifies that they will observe the required practices for maintaining a drug-free workplace.

XI) *Bonding requirements.* For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (currently \$150,000), the minimum requirements shall be as follows:

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

XII) *Limitation on Administrative Costs.* In accordance with §319(h)(12) of the Clean Water Act, administrative costs in the form of salaries, overhead, or indirect costs shall not exceed in any fiscal year 10 percent of the amount of the grant except that costs of implementing enforcement and regulatory activities, education, training, technical assistance, demonstration projects, and technology transfer programs shall not be subject to this limitation.

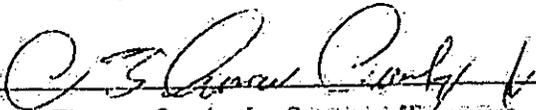
XIII) *Management fees.* Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses; unforeseen liabilities; or for other similar costs which are not allowable under this Agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

CERTIFICATE

I, C. Thomas Crosby, Jr., Secretary/Treasurer of the Strafford Regional Planning Commission, do hereby certify that:

- (1) I am the duly elected Secretary/Treasurer;
- (2) at the meeting held on April 20, 2018 the Strafford Regional Planning Commission voted to authorize the executive director or acting executive director to sign & execute any contracts for SRPC as of April 25, 2018;
- (3) 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
- (4) the following person(s) have been appointed to and now occupy the office indicated in (2) above: executive director or acting executive director

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary/Treasurer of the Strafford Regional Planning Commission, this 20th day of July, 2018.


C. Thomas Crosby Jr., Secretary/Treasurer

STATE OF NEW HAMPSHIRE
County of Strafford

On this the 20th day of July, 2018, before me

Elaine Craigie the undersigned officer, personally appeared

C. Thomas Crosby, Jr., who acknowledged him/herself to be the Secretary/Treasurer of the Strafford Regional 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.


Notary Public

Commission Expiration Date:
(Seal)

ELAINE W. CRAIGIE, Notary Public
My Commission Expires January 10, 2022



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: Strafford Regional Planning Commission 150 Wakefield Street, Suite 12 Rochester, NH 03867		Member Number: 562	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2018	1/1/2019	Each Occurrence	\$5,000,000
				General Aggregate	\$5,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible: Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> Statutory	
				Each Accident	\$2,000,000
				Disease - Each Employee	\$2,000,000
				Disease - Policy Limit	
	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	Primex ³ - NH Public Risk Management Exchange
State of New Hampshire Department of Environmental Services 29 Hazen Drive, PO Box 95 Concord, NH 03302-0095			By: <u>Tammy Demers</u>
			Date: <u>7/9/2018</u> <u>tdemvcr@nhprimex.org</u> Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

**Attachment A
Budget Estimate**

Budget Item	s319 Grant Funding	Non-Federal Matching Funds
Salaries & Wages	\$5,700	\$13,000
Indirect costs	\$3,300	\$0
Travel and Training	\$200	\$0
Contractual	\$56,100	\$19,100
Supplies and Equipment	\$500	\$0
Construction	\$500	\$12,122
Total Project Cost	\$66,300	\$44,222

Attachment B: Watershed Assistance and Restoration Grant Ranking

Projects Implementing Watershed Plans												
Organization	Project Name	Amount requested	Reviewer A	Reviewer B	Reviewer C	Reviewer D	Reviewer E	Reviewer F	Reviewer G	Reviewer H	Average Score	Rank
NRDC Dam Works	Sandy Mill Dam Renewal Project Phase 3 Construction	\$100,000	95	92	97	85	95	95	96	95	93.5	1
Celiber's Pond Improvement Association	Celiber's Pond Restoration Plan Implementation IV - Belle Vista Area	\$150,000	87	84	78	76	82	86	60	60	78.6	7
Town of Durham	Little Hair Pond - Dam Removal and Stream Restoration Project	\$74,000	78	85	67	71	80	71	88	71	73.4	3
Green Mountain Conservation Group	Deeblee Lake Watershed Management Plan Phase 2: A Watershed Plan for the Merrimack River Subwatershed	\$50,000	70	72	73	74	87	80	60	60	72.3	4
UNH Stormwater Center	Great Bay Watershed/Watershed Non-Point Source Study Implementation Phase 3: University of New Hampshire DM's to Reduce Nitrogen	\$75,000	70	82	78	65	75	74	59	59	76.6	5
Kittred Regional Planning Commission	Implementation Phase I: Permeable Pavement Barrier Installation Project	\$50,000	76	75	74	61	87	72	47	47	70.0	6
Town of Wolfboro	Lake Wagonwheel Crescent Lake WMP Implementation Phase 3: Route 108 Roadside and Canal Bankside Shoreline Buffs	\$50,000	77	78	76	81	84	66	78	78	73.6	Selected for 2017
Messer Pond Protective Association	Messer Pond Watershed-Based Implementation Plan - Phase I: County Road DM's	\$10,000	75	68	64	66	60	75	74	74	71.7	Selected for 2017
Pleasant Lake Protective Association	Pleasant Lake Watershed Plan Implementation, Phase II	\$77,000	83	71	65	66	80	83	56	56	69.3	Not selected
Spofford Lake Protective Association	Spofford Lake Watershed Management Development and Implementation, Implementation BAP's	\$50,000	73	77	74	54	81	75	46	46	69.1	Not selected
Southern Region Planning Commission	Lake Warren Watershed Implementation Project, Phase 2	\$100,000	77	61	76	83	83	44	59	59	66.1	Not selected
Projects Developing Watershed Plans												
Organization	Project Name	Amount requested	Reviewer A	Reviewer B	Reviewer C	Reviewer D	Reviewer E	Reviewer F	Reviewer G	Reviewer H	Average Score	Rank
Nippo Lake Association	Nippo Lake Watershed Management Plan Phases 3 and 4: Additional Watershed Planning and Implementation of DM's	\$75,000	89	83	63	78	81	82	74	74	80.0	Selected for 2017
Grang Lake Association	Grang Lake Watershed Management Plan Development	\$35,000	92	85	60	87	84	85	64	64	78.0	Selected for 2017
Lake Winnepesaukee Association	Moultonborough Bay Watershed Plan Development	\$85,000	76	63	75	70	82	86	70	70	79.6	Selected for 2017
Lakes Region Planning Commission	Winnepesaukee Watershed Plan Phase F: Groundwork for a Watershed Planning Process	\$10,000	72	83	73	67	80	86	89	89	74.4	Selected for 2017
Squam Lake Association	Squam Lake Watershed Plan Development - Phase I	\$50,000	81	74	82	67	75	70	72	72	73.7	Selected for 2017
Lake Sunapee Protective Association	Sunapee Watershed Management Plan Development, 2017	\$50,000	69	81	80	66	82	82	73	73	73.3	Selected for 2017
Upper Merrimack Watershed Association	Turkey River Watershed Restoration and Management Plan	\$50,000	80	74	67	59	85	81	81	81	72.7	Selected for 2017
Jennetts Pond Shore Owners Association	Jennetts Pond Watershed Development Plan	\$25,000	72	64	73	55	77	71	57	57	61.5	Not selected
UNH Stormwater Center	Pollutant Hot Spot Mapping for New Hampshire Coastal Communities Identifying Critical Areas for Nonpoint Source Management	\$75,000	85	68	66	80	75	50	45	45	59.9	Not selected
Town of Newmarket	Moosefield Brook Watershed Based Planning for Water Quality and Climate Resiliency	\$100,000	56	70	67	46	43	64	63	63	59.0	Not selected

*Ranking for planning projects was conducted in 2017 and development of watershed-based plan projects were prioritized accordingly. Implementation projects scoring 70 points or greater but requesting more than \$30,000 will be funded in FY 2018 pending available funding. Partial funding for distribution projects is not allowed.

Review Team Members

Name	Qualifications
Kevin Latalay	26 years experience, Watershed Assistance Section Director, project management, Municipal watershed and Rural community development
Al Marston	14 years experience, Watershed Coordinator, project management, grant and contract experience
Barbara McWhin	10 years Watershed Assistance District Coordinator, municipal watershed and community experience
Toby Cook	20 years experience, Coastal Watershed Coordinator, project management, grant, watershed experience
Wendy Walsh	10 years experience, Grant Specialist, project management, watershed experience
Harv Zink	7 years experience, Watershed Assistance Specialist, surface and drinking water sampling, municipal experience
Cheryl Lyman	20 years experience, Watershed protection specialist, UNH, pollution control and compliance experience, field training of local municipalities, water quality monitoring and sampling and stormwater. Experience municipal watershed based planning