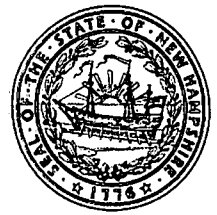




The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



Sam
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June 8, 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 (NHDES) to enter into an agreement with the Southwest Region Planning Commission, Keene, NH, (VC #155492-B001) in the amount of \$17,500 to complete the *Ashuelot River Corridor Plan Update 2021* project, effective upon Governor and Council approval through December 31, 2022. 100% Federal Funds.

Funding is available in the following account:

03-44-44-442010-2020-072-500574

Dept. Environmental Services, Section 604 Planning, Grants – Federal

FY 2021

\$17,500

EXPLANATION

Each year, NHDES receives funds under Section 604(b) of the EPA Clean Water Act, which must be granted to regional planning agencies for water quality planning projects. NHDES solicited proposals from each of the nine regional planning agencies in New Hampshire to submit scopes of services for projects supporting local efforts to address water quality outcomes such as: 1) identifying the most cost effective and locally acceptable facility and nonpoint measures to meet and maintain water quality standards; 2) developing an implementation plan to obtain State and local financial and regulatory commitments to implement water quality plans; 3) determining the nature, extent, and causes of water quality problems in the State; and, 4) determining those publicly owned treatment works which should be constructed, taking into account the relative degree of effluent reduction attained and the consideration of alternatives to such construction.

Five regional planning agencies submitted letters of intent for one project each, and one regional planning agency put in two letters of intent. All seven letters of intent were evaluated and ranked based on the following criteria: a) a clear and concise project outcome statement including discussion of how the planning effort will be used to make progress toward implementation of corrective actions which will protect or restore water quality with respect to Clean Water Act assessments; b) success in addressing the water quality outcomes (#1 through 4 above); c) a reasonable budget and timeline; d) a documented community need or opportunity; and, e) the level of public participation and commitment to the project. Based on the specified selection criteria and the amount of grant funding available, the highest ranked

www.des.nh.gov

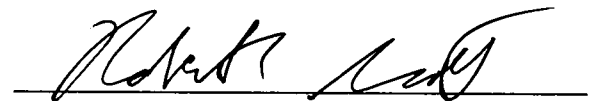
29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • Fax: 271-2867 • TDD Access: Relay NH 1-800-735-2964

proposals were selected for funding. Please refer to Attachment B for review and ranking results, along with review panel members and affiliations.

The current Ashuelot River Corridor Plan was last updated in 2006. Since that time, the effects of climate change have impacted the watershed with more frequent storm events of greater magnitude causing erosion and flooding in various reaches of the river. Seasonal water quality monitoring documents the effect of nonpoint source (NPS) pollution with high *E. coli* bacteria concentrations following heavy storm events. This project will provide an update to the existing plan and include an updated assessment of the condition of the land and uses in the river corridor with a focus on climate change, stormwater runoff and river quality. To help meet the data collection needs, a survey tool will be developed and used to assess the river corridor. The assessment will be conducted by volunteers and project partners assessing sections of the river. This will be a collaborative process that will begin with a training session followed by members of the survey team exploring the river and recording the areas of concern. The data will be recorded on an interactive map by the volunteers, monitored by the project staff, and be included in the corridor management plan update. Updating the Ashuelot River Corridor Plan will allow for planning and implementation of strategies to existing NPS problems that have developed over the years.

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 of this item.


Robert R. Scott, Commissioner

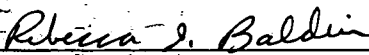
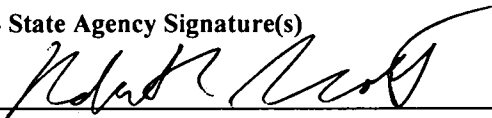
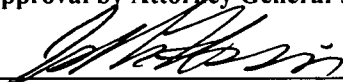
GRANT AGREEMENT

Subject: **Ashuelot River Corridor Plan Update 2021**

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

GENERAL PROVISIONS

1. IDENTIFICATIONS AND DEFINITIONS

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address PO Box 95 Concord, NH 03302-0095	
1.3 Grantee Name Southwest Region Planning Commission		1.4 Grantee Address 37 Ashuelot Street Keene, NH 03431	
1.5 Effective Date Upon G&C approval	1.6 Completion Date December 31, 2022	1.7 Audit Date N/A	1.8 Grant Limitation \$17,500
1.9 Grant Officer for State Agency Stephen 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 Tim Murphy, Executive Director	
1.13 Acknowledgment: State of New Hampshire, County of On <u>5</u> / <u>14</u> / <u>2021</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 Rebecca I. Baldwin, Notary Public My Commission Expires 9/5/2023			
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>6/14/2021</u>			
1.17 Approval by the Governor and Council By: _____ On: / /			

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

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

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

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

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

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

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

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

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount.

The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

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

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

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

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

7. **RECORDS AND ACCOUNTS.**

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

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

8. **PERSONNEL.**

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

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

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

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

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

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

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

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

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

10. **CONDITIONAL NATURE OR AGREEMENT.**

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

11. **EVENT OF DEFAULT; REMEDIES.**

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

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

11.1.2 failure to submit any report required hereunder; or

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

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

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

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

11.2.2 give the Grantee a written notice specifying the Event of

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

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

12. TERMINATION.

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

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

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

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

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

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

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

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

17. INSURANCE AND BOND.

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

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

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

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

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

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

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

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

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

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

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

Exhibit A

Scope of Services

The Southwest Region Planning Commission (SWRPC) will perform the following tasks as described in the proposal titled *Ashuelot River Corridor Plan Update 2021* submitted December 4, 2020:

Objective 1: Complete project management and administration for grant execution.

Measure of Success: SWRPC has entered into a contract with a consulting firm and held project meetings.

Deliverable 1: Executed contract between consulting firm and SWRPC.

Task 1: SWRPC develops and issues a Request for Qualifications (RFQ) for a consulting firm to perform technical assistance visits to selected project sites and generate detailed conceptual design plans, calculations, and projected costs. SWRPC provides the draft RFQ to NHDES for review and approval prior to publication.

Task 2: SWRPC reviews and ranks RFQ responses submitted by consulting firms and conducts interviews, as necessary, to select the most qualified applicant.

Task 3: SWRPC drafts subcontract between SWRPC and the consulting firm based on project scope of work and budget and sends to NHDES for review and approval prior to contract signature and execution.

Task 4: SWRPC finalizes subcontract signed between SWRPC and the consulting firm for services that accomplish the project scope of work within the allowed budget. SWRPC provides a copy of the executed contract to NHDES.

Task 5: SWRPC generates a stakeholder contact list, secures venue, announces meeting, and hosts kick-off meeting with all project stakeholders.

Task 6: SWRPC recruits volunteers to form an Ashuelot River Work Group.

Objective 2: Collect data, update corridor river management plan, and provide outreach to towns within the corridor.

Measure of Success: Individual pollution sources are identified in the river corridor with sufficient resolution to begin updating of the Corridor Management Plan and to develop initial prioritization strategies for implementation.

Deliverable 2: Interactive map displaying areas of concern is created; priority areas for implementation are determined.

Task 7: Survey tool is developed with enough direction and detail for individuals to conduct assessments within designated areas.

Task 8: SWRPC works with the Ashuelot River Local Advisory Committee (ARLAC) to recruit a team of volunteers to participate in an event that will include an instructional meeting, followed by ground-truth surveys to collect data.

Task 9: Consultant, SWRPC, ARLAC representatives, and volunteers conduct individual

assessments to determine sites requiring mitigation for stormwater, erosion, riparian buffer establishment, etc. Information is collected using the survey tool and includes additional information such as photos and GPS coordinates.

Task 10: Interactive map is developed for survey team members to input data, pictures and GPS points of information collected.

Task 11: SWRPC works with survey team members to input data into the map and provides edits for consistency.

Task 12: Coordinate and conduct a meeting involving work group members project partners and consultant to discuss prioritization areas for implementation projects.

Task 13: Prepare a cost estimate for each best management practice (BMP) based on materials and labor. Determine the amount of donated material and labor that will be used to complete the priority BMPs and document the match amount used.

Task 14: SWRPC, with assistance by the consulting firm, prepares an outline of the Ashuelot River Corridor Management Plan and reviews with ARLAC and project partners.

Task 15: Create a draft of the corridor plan using the outline. Provide the draft to ARLAC and NHDES for review and comment.

Task 16: Consider comments received and make edits where needed. Submit to NHDES for final review.

Task 17: SWRPC considers changes suggested by the work group, ARLAC members, project partners, and others that are invested in making improvements to the river and finalizes plan.

Objective 3: The SWRPC prepares and submits all required reports to NHDES.

Measures of Success: Timely semi-annual progress reports and the final report submitted to NHDES is approved.

Deliverable 3: Semi-annual progress reports and final report on file with NHDES.

Task 18: Submit electronic semi-annual reports documenting all work performed during the project periods as follows:

- Work completed April 1 – September 30, report is due by October 31
- Work completed October 1 – March 31, report is due by April 30

In the event that the grantee has not completed a timely submittal of the progress reports, all further payments will be suspended until the overdue reports are submitted, and approved by NHDES.

Task 19: Submit a comprehensive final report to NHDES on or before the project completion date. The final report shall comply with the NHDES and USEPA requirements found in the final report guidance document, including ADA compliance on the NHDES Watershed Assistance Section webpage.

Task 20: Members of ARLAC will meet with the Planning Board of each town within the corridor and request that the plan be included in their Master Plan.

Exhibit B
Method of Payment and Contract Price

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

Upon completion and NHDES approval of Task	1	\$195
Upon completion and NHDES approval of Task	2	\$1,070
Upon completion and NHDES approval of Tasks	3	\$295
Upon completion and NHDES approval of Task	4	\$295
Upon completion and NHDES approval of Task	5	\$390
Upon completion and NHDES approval of Task	6	\$150
Upon completion and NHDES approval of Task	7	\$325
Upon completion and NHDES approval of Task	8	\$195
Upon completion and NHDES approval of Task	9	\$4,320
Upon completion and NHDES approval of Task	10	\$400
Upon completion and NHDES approval of Task	11	\$325
Upon completion and NHDES approval of Task	12	\$325
Upon completion and NHDES approval of Task	13	\$1,900
Upon completion and NHDES approval of Task	14	\$1,700
Upon completion and NHDES approval of Task	15	\$2,100
Upon completion and NHDES approval of Task	16	\$1,360
Upon completion and NHDES approval of Task	17	\$425
Upon completion and NHDES approval of Task	18	\$1,000
Upon completion and NHDES approval of Task	19	\$480
Upon completion and NHDES approval of Task	20	\$250
Total		\$17,500

Exhibit C
Special Provisions

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

Subparagraph 17.1.2 of the General Provisions shall be amended to read "general liability insurance, in amounts not less than \$1,000,000 per occurrence, \$2,000,000 aggregate; and".

Federal Funds paid under this agreement are from a Grant Agreement to the State from the US Environmental Protection Agency, Water Quality Management Planning under CFDA # 66.454. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) and has provided NHDES with their Data Universal Numbering System (DUNS) number. The Grantee's DUNS number is 073983926.

CERTIFICATE of AUTHORITY

I, Thomas Mullins, Chairman of the Southwest Region Planning Commission, do hereby certify that:

(1) I am the duly elected Chairman;

(2) at the meeting held on March 16, 2021, the Southwest Region Planning Commission voted to accept NHDES funds and to enter into a contract with the Department of Environmental Services;

(3) the Southwest Region Planning Commission further authorized the Executive Director to execute any documents which may be necessary for this contract;

(4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and

(5) the following person has been appointed to and now occupies the office indicated in (3) above:

Tim Murphy

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman of the Southwest Region Planning Commission, this 14th day of May, 2021.

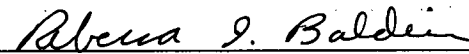

Thomas Mullins, Chairman

STATE OF NEW HAMPSHIRE

County of Cheshire

On this the 14th day of May, 2021, before me Rebecca I. Baldwin the undersigned officer, personally appeared Thomas Mullins who acknowledged him/herself to be the Chairman of the Southwest Region Planning Commission being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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


Rebecca I. Baldwin, Notary Public

Commission Expiration Date: September 5, 2023

(Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/06/2021

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 have ADDITIONAL INSURED provisions or 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 Clark Mortenson Insurance PO Box 606 Keene NH 03431		CONTACT NAME: AIM Processing 1 PHONE (A/C, No, Ext): (603) 352-2121 FAX (A/C, No): (603) 357-8491 E-MAIL ADDRESS: service@clark-mortenson.com	
INSURED Southwest Region Planning Commission 37 Ashuelot St Keene NH 03431		INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 23043	

COVERAGES **CERTIFICATE NUMBER:** CL2141565666 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		BZO58635807	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Business Owners \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI- \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			BAO58635807	08/13/2020	08/13/2021	BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI- \$ 1,000,000
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE ☐ OTH-ER ☐
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

NH Dept. of Environmental Services is additional insured with regards to General Liability when required by written contract.

These policies will continue on for the 2021-2022 term starting on 7/1/2021 pending payment being received on time.

CERTIFICATE HOLDER NH Dept. of Environmental Services PO Box 95 Concord NH 03302009	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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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: Southwest Region Planning Commission 37 Ashuelot Street Keene, NH 03431		Member Number: 566	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	
☐ General Liability (Occurrence Form) ☐ Professional Liability (describe) ☐ Claims Made ☐ Occurrence			☐ Each Occurrence ☐ General Aggregate ☐ Fire Damage (Any one fire) ☐ Med Exp (Any one person)	
☐ Automobile Liability Deductible Comp and Coll: ☐ Any auto			☐ Combined Single Limit (Each Accident) ☐ Aggregate	
☒ Workers' Compensation & Employers' Liability	1/1/2021	1/1/2022	☒ Statutory ☐ Each Accident ☐ Disease - Each Employee ☐ Disease - Policy Limit	 \$2,000,000 \$2,000,000
☐ Property (Special Risk includes Fire and Theft)			☐ Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER: New Hampshire Department of Environmental Services P.O. Box 95 Concord, NH 03302	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange By: Mary Beth Purcell Date: 5/6/2021 mpurcell@nhprimex.org Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
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Attachment A
Budget Estimate

Budget Item	Grant Amount
Salaries & Wages	\$10,357.00
Contractual	\$7,143.00
Travel and Training	\$0.00
Printing/ Supplies	<u>\$0.00</u>
Total Grant Amounts	\$17,500.00

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

Organization	Project Name	Reviewer A	Reviewer B	Reviewer C	Reviewer D	Reviewer E	Reviewer F	Total Score	Avg. Score	Rank (by avg.)
SWRPC	Ashuelot River Corridor Plan Update 2021	89	77	89	91	88	434	868	72.33	1
RPC	Update Exeter-Squamscott River Management Plan	88	78	88.5	87	92	433.5	867	72.25	2
NRPC	Watershed Based Plan for Robinson Pond, including Howard Brook Sub-watershed	88.5	79	89	91	85	432.5	865	72.08	3
NRPC	Update of the 2006 Souhegan River Watershed Management Plan	83	71	82	81	57	374	748	62.33	Not Selected
UVLSRPC	Integrated Watershed Model for Stream Crossing, Riparian And In-Stream Prioritization: A HUC 12 Case Study in the Towns of Hanover and Lyme	82	73	82	79	56	372	744	62.00	Not Selected
LRPC	Update to Pemigewasset River Corridor Management Plan	70	56	57	78	58	319	638	53.17	Not Selected
SNHPC	Update of the Environmental Characteristics Section of the NHDES Innovative Land Use Planning Techniques	30	75	50	90	50	295	590	49.17	Not Selected

Review Team Members

Name	Qualifications
Jeffery Marcoux	17 years experience, Watershed Supervisor, project manager, grant and contract expertise
Katherine Zink	10 years experience, Watershed Assistance Specialist, surface and drinking water sampling, microbial expertise
Sally Soule	22 years grant management experience; currently serves as Coastal Watershed Supervisor with project management, watershed management expertise
Stephen Landry	Watershed Assistance Section Supervisor, 28 years experience, project management, and watershed management expertise
Tracie Sales	Rivers and Lakes Programs Manager, 8 years experience assisting volunteers with management plan implementation, 5 years experience writing grant applications and conducting water quality programs under