MAY03'22 PM 2:05 RCVD

The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

April 13, 2022

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services to enter into a **SOLE-SOURCE** contract with Lakes Region Planning Commission (VC 154653B001), Meredith, NH, for a total of $15,000 for the *Update of the Pemigewasset River Corridor Management Plan* project, effective upon Governor and Council approval through March 31, 2024. 100% Other funds.

Funds are available in the following account.

	FY 2022
03-44-44-442010-0852-073-500581	$15,000

Dept. of Environmental Services, Rivers/Lakes Mgmt/Protect Fund, Grants Non-Federal

EXPLANATION

This award is **SOLE SOURCE** because the Lakes Region Planning Commission (LRPC) is the only entity that provides municipal planning services to nine of the 14 communities through which the Pemigewasset River flows and is the lead partner for this project with the North Country Council which provides municipal planning services to the other five municipalities. Upon its designation in 1991, the Pemigewasset River became one of 19 rivers designated under the Rivers Management and Protection Program, RSA 483. One of the requirements under RSA 483 is development of a corridor management plan for the designated river. The original Pemigewasset River Corridor Management Plan was adopted in 2001 by the Pemigewasset River Local Advisory Committee (PRLAC), a group of local representatives from the municipalities along the river who work together to provide management recommendations to ensure the continued viability of the Pemigewasset River as an ecologic, economic, and social asset for future generations. The most recent update to that plan was published in 2013, and the plan is once again due for updating.

The purpose of this agreement is to support the LRPC in its work assisting the PRLAC in meeting its statutory obligation to develop a river corridor management plan to guide protection and conservation efforts in and around the Pemigewasset River. The management plan will consist of an evaluation of current conditions in the river corridor, the results of community outreach conducted under this project, identification of critical riparian resources to protect, descriptions of issues that may threaten the health

of the river, and goals and action items for the PRLAC. It is expected that LRPC will coordinate with the PRLAC's in the development of this plan.

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

We respectfully request your approval.

For _____
Robert R. Scott, Commissioner

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Environmental Services		**1.2. State Agency Address** 29 Hazen Drive Concord, NH 03302	
1.3. Grantee Name Lakes Region Planning Commission		**1.4. Grantee Address** 103 Main Street, Suite #3, Meredith, NH 03253	
1.5 Grantee Phone # 603-279-5342	**1.6. Account Number** 03-44-44-442010-0852-073-500581	**1.7. Completion Date** March 31, 2024	**1.8. Grant Limitation** **$15,000**
1.9. Grant Officer for State Agency Tracie Sales, Rivers and Lakes Programs Admin		**1.10. State Agency Telephone Number** 603-271-2959	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1		**1.12. Name & Title of Grantee Signor 1** Jeff Hayes, LRPC Executive Director	
Grantee Signature 2		**Name & Title of Grantee Signor 2**	
Grantee Signature 3		**Name & Title of Grantee Signor 3**	
1.13 State Agency Signature(s)		**1.14. Name & Title of State Agency Signor(s)** For Robert R. Scott, Commissioner, NHDES	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) **By:** **Assistant Attorney General, On:** 4/28/2022			
1.16. Approval by Governor and Council (if applicable) **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"), 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 B (the scope of work being hereinafter 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 on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (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 C, attached hereto.

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

5.3. In accordance with the provisions set forth in EXHIBIT C, 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 payment 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 and RSA 31-95-b.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, 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, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, 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 of 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

8. with, the entity identified as the Grantee in block 1.3 of these provisions

8.1. PERSONNEL.

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

8.2. to perform such Project under all applicable laws.

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 the Project, to hire any person who has a contractual relationship with

8.3. the State, or who is a State officer or employee, elected or appointed.

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

9. Officer, and his/her decision on any dispute, shall be final.

9.1. DATA; RETENTION OF DATA; ACCESS.

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 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, paper, 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 of 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 interest 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 B 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.

17.1 The Grantee shall, at its own 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 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

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 of 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, if required or by the signing State Agency.

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 asa matter of convenience, and are not to be considered a part of this Agreement orto be used in determining the intend 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.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Grantee Initials _____

Date 3/28/22

Exhibit A
Special Provisions

There are no Special Provisions.

Contractor Initials
Date 3/28/22

Exhibit B
Scope of Services

Project Title: Update of the Pemigewasset River Corridor Management Plan

Project Goal: The goal of this project is to develop a river corridor management plan as required under RSA 483 to guide protection and conservation efforts in and around the Pemigewasset River. The management plan will consist of an evaluation of current conditions in the river corridor, the results of community outreach conducted under this project, identification of critical riparian resources to protect, descriptions of issues that may threaten the health of the river, and goals and action items for the Pemigewasset River Local Advisory Committee (PRLAC). The completed plan will be communicated to the communities along the river. The Lakes Region Planning Commission (LRPC) will perform the following Scope of Services in coordination with PRLAC to achieve the Project Goal.

OBJECTIVE 1: By September 30, 2022, conduct a Kick-Off meeting to bring stakeholders and the public together to begin work on the Corridor Management Plan Update This will include an explanation of the update process, a summary of data updates, and information on how the public can be involved.

Measurements of Success: Completion of a Kick-Off meeting publicizing involvement in the Corridor Management Plan Update for river corridor communities from Franconia to Franklin, number of attendees, number of communities represented.

- **Deliverable 1:** Conduct a Kickoff meeting in the Pemi River Corridor

  TASK 1: Consult with PRLAC representatives to identify appropriate venue and time for presentations, publicizing, and conducting the Kickoff meeting

OBJECTIVE 2: By September 30, 2022, draft, review, and update the 'Resources' section and corresponding Appendices of the Corridor Management Plan including – land use, wildlife and fish habitat, public access (by vehicle and foot), recreational use, water data along with the cultural, historic, and natural resources appendices. Update data on demographics, development trends, and transportation. Include data on non-recreational uses, water structures, aquatic connectivity, as well as a description of the important characteristics of state-owned lands.

Measurements of Success: Completion of updated various resources data tables and maps for the corridor, and an updated Resources Section of the Plan.

- **Deliverable 2A:** Updated data tables and maps for the river corridor addressing the various water, natural, historic, and cultural resources.

Contractor Initials
Date 3/28/22

TASK 2: Compile, analyze, and format up-to-date resources data for the river corridor, addressing any changes that have occurred between 2010 and 2020.

- **Deliverable 2B:** An updated 'Resources' Section of the Plan summarizing the existing resources along the corridor.

TASK 3: Write a draft of the 'Resources' Section then solicit and incorporate stakeholder feedback.

OBJECTIVE 3: By March 31, 2023, update information on 'Corridor Protections' - federal, state, and local laws, rules, regulations, and zoning pertaining to land & water use and water quality in the Pemi River corridor. Draft and review the updates to the 'Laws and Regulations' section along with corresponding Appendices.

Measurements of Success: Completion of a list of federal, state, and local rules and regulations governing corridor land use and water quality along with an updated section addressing Laws and Regulations. This section will address the protection of floodplains, meander belts, wetlands, fish & wildlife habitats, and other significant open space & natural areas. It will address setbacks & other location requirements, dredging, filling, mining, & earth-moving, prohibited uses, and fluvial geomorphology & risk reduction in the corridor.

- **Deliverable 3:** Updated 'Corridor Protections' section setting forth the existing laws, regulations, and protections pertaining to land and water uses and water quality in the river corridor.

TASK 4: Working in conjunction with partners, update descriptions of current federal and state laws, rules, and statutes governing water quality and land & water use in the Pemi Corridor.

TASK 5: Working in conjunction with project partners, update the matrix of current local ordinances and regulations governing land use in the Pemi Corridor along with master plan references to the Pemi Corridor.

TASK 6: Update a draft of the 'Corridor Protections' section then solicit and incorporate stakeholder feedback.

OBJECTIVE 4: By June 30, 2023, with stakeholders – update, draft, and review the 'Recommendations and Actions' section of the Plan. Recommendations might include local adoption of Innovative Land Use ordinances, expansion of the regional VRAP program, or advocacy of specific state-wide water policies. This objective will incorporate updated Actions with details about identified threats, actions, responsibilities, estimated costs, potential resources, and timing.

Contractor Initials _____

Date 3/28/22

Measurements of Success: Completion of updated 'Recommendations and Action Plan' Section for the Corridor Management Plan.

- **Deliverable 4A:** Hold a 'Recommendations and Action Plan' meeting.

TASK 7: Work with PRLAC to conduct a 'Recommendations and Action Plan' meeting to update a list of Recommendations to enhance the quality of the Pemi River Corridor and update an Action Plan matrix identifying threats, goals, objectives, actions, anticipated costs, lead entities (individuals/organizations), associated timelines, and resources.

- **Deliverable 4B:** A reviewed draft of the 'Recommendations and Action Plan' Section of the Corridor Management Plan.

TASK 8: Update a draft 'Recommendations and Action Plan' Section and circulate it to stakeholders for feedback.

OBJECTIVE 5: By March 31, 2024, compile, edit with stakeholder input, publish, and publicize the plan. This will include a presentation of the final draft Plan for adoption by PRLAC.

Measurements of Success: Conduct a public presentation summarizing the PRCMP, number of attendees, number of communities represented, adoption of the Plan, publication, and distribution of the Plan in hard copy and electronic formats to corridor communities and associated publicity.

- **Deliverable 5:** Published updated Pemigewasset River Corridor Management Plan.

TASK 9: Compile the draft PRCMP and distribute it for review to stakeholders.

TASK 10: Incorporate the comments into the final draft of the plan, give a summary of the PRCMP, and present it for adoption by PRLAC at a regularly scheduled and widely publicized meeting.

TASK 11: Publish and distribute one hard copy and one electronic copy of the plan for each of the 12 PRLAC communities as well as copies for NHDES, LRPC, and North Country Council.

Funding credit and ADA Compliance:

All final work products and outreach materials shall include the NHDES logo and shall state that "This project was funded, in part, by the New Hampshire Department of Environmental Services." All final work products must meet the applicable Americans with Disabilities Act (ADA) Title II Regulations to the extent practicable and shall be guided by best practices outlined in the Revised Section 508 Standards of the Rehabilitation Act and the Web Content Accessibility Guidelines (WCAG). At minimum, final work products shall include sans-serif fonts, underlined and descriptive text links, color best practices, captions for audio and video content,

Contractor Initials

Date 3/28/22

headers in tables, images with alt text, gender-neutral text, and consideration of the Plain Writing Act. Examples of final work products and outreach materials include, but are not limited to, project reports, press releases, newsletter articles, websites, videos and signage.

Contractor Initials

Date 3/28/22

Exhibit C
Method of Payment and Contract Price

Payments shall be made by NHDES to the grantee upon approval of stated outputs and verification of the value of completed work through submittal of invoices for services rendered. NHDES will pay LRPC up to $15,000.00, within 30 days of receiving a copy of the grantee's invoice(s) for completion of the tasks outlined in Exhibit B above according to the following schedule:

September 30, 2022	Tasks 1, 2, 3	$5,275
March 31, 2022	Tasks 4, 5, 6	$4,975
June 30, 2023	Tasks 7, 8	$3,050
March 31, 2024	Tasks 9, 10, 11	$1,700
TOTAL GRANT FUNDS REQUESTED:		**$15,000**

The billing address shall be as follows:

NH Department of Environmental Services
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095
Attn: Tracie Sales, Watershed Management Bureau
E-mail: Tracie.Sales@des.nh.gov

Invoices shall be approved by the Grant Officer before payment is processed.

Contractor Initials
Date 8/28/22

CERTIFICATE OF AUTHORITY

I, Patricia Farley, do hereby certify that:

(1) I am the duly-elected Secretary of the Lakes Region Planning Commission, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53);

(2) I sign and maintain or cause to be maintained and am familiar with the minutes of the Commission;

(3) I am duly authorized to issue certificates with respect to the contents of such minutes;

(4) at its regular meeting held on April 13, 2016, the Executive Board of the Commission voted to grant the Commission's Executive Director, Jeffrey R. Hayes, the authority to apply for funding opportunities, accept monies and execute any documents which may be necessary to effectuate contracts and that this authorization remains in full force until it is revoked;

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

(6) the following person has been appointed to and now occupies the office indicated in (4) above:

Jeffrey R. Hayes, Executive Director

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Lakes Region Planning Commission, this 28th day of March 2022.

Patricia Farley

Patricia Farley, Secretary

STATE OF NEW HAMPSHIRE

County of Belknap

On this the 28th day of March 2022, before me Carl R. Carder the undersigned officer, personally appeared Patricia Farley who acknowledged herself to be the Secretary of the Lakes Region Planning Commission being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

Carl R. Carder

Carl R. Carder, Notary Public

Commission Expiration Date:

CARL R. CARDER
STATE OF
-MY-
COMMISSION
EXPIRES
MARCH 24, 2026
NEW HAMPSHIRE
NOTARY PUBLIC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/29/2022

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
Melcher & Prescott Insurance
426 Main Street
Laconia NH 03246

CONTACT NAME: Jessica Hildreth
PHONE (A/C, No, Ext): (603) 524-4535 FAX (A/C, No):
E-MAIL ADDRESS: jhildreth@melcher-prescott.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ohio Casualty Insurance Co	24074
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Lakes Region Planning Commission
103 Main St Ste 3
Meredith NH 03253

COVERAGES **CERTIFICATE NUMBER:** CL2172607539 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			BZO58692113	07/14/2021	07/14/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BAO58692113	07/14/2021	07/14/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			USO58692113	07/14/2021	07/14/2022	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		XWO58692113	07/14/2021	07/14/2022	[X] PER STATUTE [ ] OTH-ER	3A States: NH
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER
Department of Environmental Services
29 Hazen Drive
Concord NH 03302

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
Jessica Thorn

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Pemi River Corridor Management Plan Update (2022-23)

Plan Outline/Budget

Obj	Deliverable	Task #	Task Description	LRPC Total Cost	NCC Total Cost	PRLAC Match Hrs	Match Rate $28.84/ hr	Travel	Task Total	Task Total LRPC/NCC	PRLAC	Travel	Objective Total
Corridor Plan Development													
1	1		*Conduct a Kickoff meetings In the Pemi River Corridor*										
		1	Consult with PRLAC representatives to identify appropriate venue and time for presentations, publicize, and conduct the Kickoff meeting	**$ 1,100**		8	**$ 231**	$ 25	**$ 1,356**	$ 1,100	$ 231	$ 25	**$ 1,356**
										Section Total (LRPC Only) ==========>			**$ 1,125**
2	2A		*Update data tables and maps for the river corridor addressing the various water, natural, historic, and cultural resources.*										
		2	Compile, analyze, and format up-to-date resources data for the river corridor, addressing any changes that have occurred between 2010 and 2021.	**$ 2,075**	**$400**	8	**$ 231**	$ -	**$ 2,706**				
	2B		*Update 'Resources' Section of the Plan summarizing the existing resources along the corridor.*										
		3	Write a draft of the 'Resources' Section then solicit and incorporate stakeholder feedback.	**$ 1,325**	**$325**	8	**$ 231**	$ 25	**$ 1,906**	$ 4,125	$ 461	$ 25	**$ 4,611**
										Section Total (LRPC & NCC Only) ==>			**$ 4,150**
3	3		*Update 'Corridor Protections' section setting forth the existing laws, regulations, and protections pertaining to land and water uses and water quality in the river corridor.*										
		4	Working in conjunction with partners, update descriptions of current federal and state laws, rules, and statutes governing water quality and land & water use in the Pemi Corridor.	**$ 1,550**	**$100**	8	**$ 231**		**$ 1,881**				
		5	Working in conjunction with partners, update the matrix of current local ordinances and regulations governing land use in the Pemi Corridor along with master plan references to the Pemi Corridor.	**$ 1,950**	**$250**	24	**$ 692**	$ 25	**$ 2,917**				
		6	Update a draft of the Corridor Protections section then solicit and incorporate stakeholder feedback.	**$ 1,100**		8	**$ 231**		**$ 1,331**	$ 4,950	$ 1,154	$ 25	**$ 6,129**
										Section Total (LRPC & NCC Only) ==>			**$ 4,975**
4	4A		*Hold a 'Recommendations and Action Plan' meeting.*										
		7	Work with PRLAC to conduct a 'Recommendations and Action Plan' meeting to update a list of Recommendations to enhance the quality of the Pemi River Corridor and update an Action Plan matrix identifying threats, goals, objectives, actions, anticipated costs, lead entities, timelines, and resources.	**$ 2,000**	**$200**	16	**$ 461**	$ 25	**$ 2,686**				
	4B		*A reviewed draft of the 'Recommendations and Action Plan' Section of the Corridor Management Plan*										
		8	Update a draft 'Recommendations and Action Plan' Section and circulate it to stakeholders for feedback.	**$ 825**		8	**$ 231**		**$ 1,056**	$ 3,025	$ 692	$ 25	**$ 3,742**
										Section Total (LRPC & NCC Only) ==>			**$ 3,050**
5	5		*Published updated Pemigewasset River Corridor Management Plan*										
		9	Compile the draft PRCMP and distribute it for review to stakeholders.	**$ 705**	**$175**	8	**$ 231**		**$ 936**				
		10	Incorporate the comments into the Final Draft Plan, give a summary of the Plan, and present it for adoption by PRLAC at a regularly scheduled and widely publicized meeting.	**$ 440**		8	**$ 231**	$ 25	**$ 696**				
		11	Publish and distribute one hard copy and one electronic copy of the plan for each of the 12 PRLAC communities as well as copies for NH DES, LRPC, and NCC.	**$ 280**	**$50**	8	**$ 231**	$ 25	**$ 536**	$ 1,650	$ 692	$ 50	**$ 2,392**
				Total						Section Total (LRPC & NCC Only) ==>			**$ 1,700**
			SUM TOTAL:	**$ 13,350**	**$ 1,500**	112	**$ 3,230**	$150	**$ 18,230**	$ 14,850	$ 3,230	$ 150	$ 18,230
										(LRPC & NCC Only)		**Funds requested**	**$ 15,000**