



The State of New Hampshire  
**Department of Environmental Services**

**Robert R. Scott, Commissioner**



137

August 29, 2024

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 Strafford Regional Planning Commission, Rochester, NH, (VC # 155570-B001) in the amount of \$33,500 to complete the *Cocheco River Corridor Management Plan* project, effective upon Governor and Council approval through September 30, 2026. 100% Federal Funds.

Funding is available in the account as follows:

	<u>FY 2025</u>
03-44-44-442010-2020-072-500574	\$33,500
Dept. Environmental Services, Section 604(b) Planning, Grants – Federal	

**EXPLANATION**

NHDES requests approval to enter into a grant agreement for \$33,500 with the Strafford Regional Planning Commission (SRPC) to complete the Cocheco River Corridor Management Plan project. Each year, NHDES receives funds under Section 604(b) of the United States Environmental Protection Agency Clean Water Act, which must be granted for water quality planning projects. In June 2023, NHDES solicited letters of intent with 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 source pollution 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.

NHDES received six letters of intent which 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; c) a reasonable budget and timeline; d) a documented community need or opportunity; e) the level of public participation and commitment to the project; f) the quality of proposal; g) consideration of the project's impact on communities; and, h) the project's incorporation of changing environmental conditions (i.e, warmer surface water temperatures, more frequent and greater intensity storm events, etc.). Based on the specified selection criteria and the amount of grant funding available, the four highest ranked proposals were selected for funding. Please refer to Attachment B for review and ranking results, along with review panel members and affiliations.

Designated into the New Hampshire Rivers Management and Protection Program (RMPP) in 2009, the Cocheco River flows 34.8 miles through a corridor that is home to many high-quality habitat areas. The river crosses through the communities of Dover, Farmington, Middleton, New Durham, and Rochester. The Strafford Regional Planning Commission will partner with representatives from the Cowasuck Band of the Pennacook-Abenaki People and the Cocheco River Local Advisory Committee (CRLAC) to develop and adopt a Corridor Management Plan for the Cocheco River in accordance with RSA 483:10.

The proposed management plan will establish a unified framework for which river corridor communities, CRLAC, and other regional and state agencies can work together to protect the river and its resources, including addressing point and nonpoint sources of pollution being discharged to the river. The plan will prioritize management issues through an implementation guide based upon feedback from a diverse Steering Committee and members of the public to protect and maintain the outstanding characteristics for which the river was designated.

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.



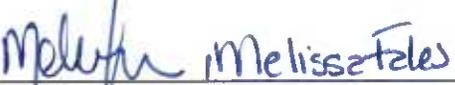
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Robert R. Scott, Commissioner

GRANT AGREEMENT

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

1. Identification and Definitions.

<b>1.1. State Agency Name</b> Department of Environmental Services		<b>1.2. State Agency Address</b> PO Box 95 Concord, NH 03302-0095	
<b>1.3. Grantee Name</b> Strafford Regional Planning Commission		<b>1.4. Grantee Address</b> 150 Wakefield St # 12, Rochester, NH 03867	
<b>1.5. Grantee Phone #</b> (603) 994-3500	<b>1.6. Account Number</b> 03-44-442010-2020-072	<b>1.7. Completion Date</b> September 30, 2026	<b>1.8. Grant Limitation</b> \$ 33,500
<b>1.9. Grant Officer for State Agency</b> Stephen Landry, Watershed Assistance Section Supervisor		<b>1.10. State Agency Telephone Number</b> (603) 271-2969	
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."			
<b>1.11. Grantee Signature 1</b> 		<b>1.12. Name &amp; Title of Grantee Signor 1</b> Jennifer Cyszy, Exec. Director	
<b>Grantee Signature 2</b>		<b>Name &amp; Title of Grantee Signor 2</b>	
<b>Grantee Signature 3</b>		<b>Name &amp; Title of Grantee Signor 3</b>	
<b>1.13. State Agency Signature(s)</b> 		<b>1.14. Name &amp; Title of State Agency Signor(s)</b> Robert R. Scott, Commissioner, NHDES	
<b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b> By:  Assistant Attorney General, On: 9/11/24			
<b>1.16. Approval by Governor and Council (if applicable)</b> 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 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 with, the entity identified as the Grantee in block 1.3 of these 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 the 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 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. 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.
- 12.2. 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 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.
- 12.3. 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.
- 12.4. 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 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.
24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

**Exhibit A**  
**Special Provisions**

Federal Funds paid under this agreement are from a Grant Agreement to the State from the United States Environmental Protection Agency (U.S. EPA), 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 Unique Entity Identifier (UEI-SAM) number. The Grantee's UEI-SAM number is EH6DCUZCN8K3.

**Exhibit B**  
**Scope of Services**

The Strafford Regional Planning Commission (SRPC) will perform the following tasks as described in the proposal titled *Cocheco River Corridor Management Plan*:

**Objective 1: Establish and engage a steering committee to raise awareness, inform the planning process, and generate public input relative to the development of the Cocheco River Corridor Management Plan.**

*Measure of Success:* Project kick-off meeting documentation, technical information is reviewed and compiled, goals and objectives are drafted.

*Deliverable 1:* Steering committee meeting agendas and workshop documentation are provided to NHDES.

**Task 1.** Assemble a steering committee to include member(s) of the Cocheco River Local Advisory Committee (CRLAC) and local representatives of the corridor municipalities. Work with existing project partners to identify and include allied organizations and residents across the watershed. Consult with the Cowasuck Band of the Pennacook Abenaki, to design a well-rounded team representative of all interested and affected parties in and around the Cocheco River designated corridor. Convene the steering committee to identify goals for the Cocheco River Corridor Management Plan.

**Task 2.** Collaborate with the steering committee to develop a list of existing resources. Review the resources and determine what information to consider during the Cocheco River Corridor Management Plan development. Work with the steering committee and CRLAC members to identify key partners to engage with as part of the plan outreach process.

**Task 3.** Host a public kickoff workshop to gather information including resource identification, a threats and opportunities analysis, and goal and action planning for the Cocheco River Corridor Management Plan. Invite those who have an interest in or will be affected by the outcomes of the plan to participate in the workshop.

**Objective 2: Develop the Cocheco River Corridor Management Plan outline that includes resource assessments and incorporates partners in the implementation planning process.**

*Measures of Success:* Resource assessments are completed, goals and actions reflect steering committee and public input, and indigenous science.

*Deliverable 2:* The Cocheco River Corridor Management Plan outline and draft narratives, steering committee meeting agendas, draft and final resource assessments, map sets, final water quality goals, draft actions, and workshop documentation are provided to NHDES.

**Task 4.** Utilize the plan framework established by NH RSA 483:10, II and the *NHDES Guide to River Corridor Management Plans* combined with the priorities and goals identified by project partners to outline the Cocheco River Corridor Management Plan and begin drafting narratives.

Task 5. Work with the steering committee to determine areas for assessment among the river corridor's resources. Ensure culturally significant resources are identified for assessment, such as those seen in the Indigenous New Hampshire Collaborative Collective's (INHCC) story map, define critical attributes, analyze, and plan for preservation of those resources. Develop a map set utilizing GIS resources to conduct and supplement assessments where appropriate.

Task 6. Identify river corridor characteristics including assets, concerns, and threats by reviewing water quality data and utilizing information gathered to draft the preliminary assessments. Work to ensure indigenous stewardship and management methods are woven throughout the resource assessments and highlighted as best practices where appropriate. Collaborate with the steering committee to identify areas of the resource assessments likely to have changed since their publication date, identify where information is lacking for future study, and revise maps and draft narratives.

Task 7. Facilitate a meeting with the steering committee to finalize and prioritize water quality goals and action items using takeaways from the assessment process and Public Workshop #1. Design a workshop to solicit feedback on the draft goals and actions.

Task 8. Work with the steering committee to conduct a public workshop, inviting members of the public and those who have an interest in or will be affected by the outcomes of the plan, particularly municipal officials, to participate in the workshop and ensure that goals and actions are aligned to support collaboration across the watershed. The findings will be summarized for integration into the Cocheco River Corridor Management Plan.

**Objective 3: Finalize the Cocheco River Corridor Management Plan and solicit adoption among corridor communities.**

*Measures of Success:* The Cocheco River Corridor Management Plan includes the required elements of RSA 483:10 and is adopted by CRLAC and corridor communities in preparation for plan implementation.

*Deliverable 3:* Municipal meeting minutes and agendas, advertising and informational materials, workshop documentation, project evaluation results, and the final and draft Cocheco River Corridor Management Plan are provided to NHDES.

Task 9. Integrate the information gathered from the corridor management plan outline into a complete draft of the Cocheco River Corridor Management Plan. Ensure Algonkian terms and translations are incorporated throughout the plan to highlight the significance of indigenous stewardship of the river corridor's resources, and to demonstrate the cultural context of the Cocheco River. Provide the draft plan to the steering committee, CRLAC, and NHDES for review. Integrate edits from the reviewers and seek adoption by the CRLAC.

Task 10. Work with river corridor communities to conduct public hearing and adoption processes for the Cocheco River Corridor Management Plan. Conduct the public hearings as interactive public forums, with advertising and informational material, to generate interest,

buy-in, and relationship-building among community members to support plan implementation. Submit the final Corridor Management Plan to NHDES.

Task 11. In collaboration with the inaugural cohort of Changemaker Bootcamp participants, host an event where participants share their experiences and demonstrate to community members how to be a steward for the Cocheco River.

**Objective 4: Conduct project management and submit all required reports to NHDES.**

*Measures of Success:* Project management activities are conducted, and reports are submitted to NHDES.

*Deliverable 4:* Financial documentation, semi-annual progress reports, and final report are submitted to NHDES.

Task 12. Conduct project management including submittal of financial documents such as payment requests and match and procurement documentation; communicate with NHDES and other project partners as needed; conduct other activities required for grant management.

Task 13. 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

If 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 14. Submit a comprehensive final report to NHDES on or before the project completion date. The final report will comply with NHDES and USEPA requirements found in the final report guidance document, including ADA compliance on the NHDES Watershed Assistance Section webpage.

**Exhibit C**  
**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 B:

Upon completion and NHDES Approval of Task	1	\$1,100
Upon completion and NHDES Approval of Task	2	\$2,200
Upon completion and NHDES Approval of Task	3	\$3,300
Upon completion and NHDES Approval of Task	4	\$1,050
Upon completion and NHDES Approval of Task	5	\$3,800
Upon completion and NHDES Approval of Task	6	\$3,800
Upon completion and NHDES Approval of Task	7	\$2,500
Upon completion and NHDES Approval of Task	8	\$3,300
Upon completion and NHDES Approval of Task	9	\$6,600
Upon completion and NHDES Approval of Task	10	\$1,400
Upon completion and NHDES Approval of Task	11	\$3,300
Upon completion and NHDES Approval of Task	12	\$400
Upon completion and NHDES Approval of Task	13	\$500
Upon completion and NHDES Approval of Task	14	\$250
<b>Total</b>		<b>\$33,500</b>

**CERTIFICATE OF VOTE**

I, **Barbara Holstein**, hereby certify that I am duly elected Treasurer of Strafford Regional Planning Commission. I hereby certify the following is a true copy of a vote taken at a meeting of the Strafford Regional Planning Commission's Executive Committee, duly called and held on June 14, 2024, at which a quorum of members was present and voting.

**VOTED:** That the Executive Director, or in his/her absence, the Acting Executive Director, be authorized to file applications with federal, state and local governmental units, and other agencies and organizations to implement Strafford Regional Planning Commission's work program, and to execute agreements to receive funds for such purposes.

The following person has been appointed to and now occupies the office specified in the vote above:  
Executive Director Jennifer Czysz

I **hereby certify** that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Vote. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: July 31, 2024

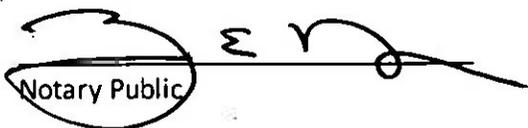
ATTEST: 

Treasurer, Strafford Regional Planning Commission

**State of New Hampshire, County of Strafford**

On this the 31st day of July, 2024 before me, Barbara Holstein , personally appeared, who acknowledged herself to be the Treasurer of the Strafford Regional Planning Commission, being authorized so to do, execute the foregoing instrument for the purpose therein contained.

IN WITNESS THEREOF, I hereunto set my hand and seal.

  
Notary Public

(seal)

**Megan E. Taylor-Fetter**

**State of New Hampshire**

**Notary Public - Justice of the Peace**

**My Commission Expires March 3, 2026**



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) 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, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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 Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> 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 Primex<sup>3</sup>. 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.

<b>Participating Member:</b> Strafford Regional Planning Commission 150 Wakefield Street, Suite 12 Rochester, NH 03867	<b>Member Number:</b> 562	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> PO Box 23 Hooksett, NH 03106-9716
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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 checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2024	7/1/2025	Each Occurrence	\$ 2,000,000
			General Aggregate	\$ 10,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input checked="" type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000  <input type="checkbox"/> Any auto	7/1/2024	7/1/2025	Combined Single Limit (Each Accident)	\$2,000,000
			Aggregate	\$10,000,000
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease – Each Employee	\$2,000,000
			Disease – Policy Limit	
<input checked="" type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>	7/1/2024	7/1/2025	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000

**Description:** Proof of Primex Member coverage only. Pollution and hazardous waste related liabilities, expenses and claims are excluded from coverage in the coverage document.

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	Primex <sup>3</sup> – NH Public Risk Management Exchange  By: <i>Mary Beth Purcell</i>  Date: 7/31/2024    mpurcell@nhprimex.org  Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax
State of NH Department of Environmental Services 29 Hazen Dr. PO Box 95 Concord, NH 03302			

## Attachment A Budget Estimate

Budget Item	Grant Funding
Salaries & Wages	\$25,500
Contractual	\$4,000
Travel and Training	\$100
Printing/ Supplies	\$100
Other	\$3,800
<b>Total Grant Amounts</b>	<b>\$33,500</b>

**Attachment B**  
**2024 604(b) Water Quality Planning Grants Ranking**

Organization	Project Name	Reviewer A	Reviewer B	Reviewer C	Reviewer D	Reviewer E	Reviewer F	Reviewer G	Avg. Score	Rank (by avg.)
Northwood Lake Watershed Association	Northwood Lake Watershed Management Plan (WMP)	91	98	93	93	88	95	97	93	1
Strafford Regional Planning Commission	Cochecho River Management Plan	94	92	92	92	86	94	87	91	2
Wentworth Watershed Association	Lake Wentworth and Crescent Lake Watershed Management Plan Update	87	86	86	87	75	85	92	85	3
Strafford Regional Planning Commission	Milton Three Ponds Watershed-Based Management Plan*	89	83	92	85	77	87	83	85	4
Southwest Region Planning Commission	Laurel Lake Watershed Management Plan	84	92	74	79	78	87	95	84	5
Crescent Lake Association	Crescent Lake Acworth/Unity NH Water Quality Planning	88	78	86	71	69	81	83	79	6

\* Rescinded Letter of Intent.

## Review Team Members

Name	Qualifications
Jeffery Marcoux	Watershed Supervisor. Project manager, grant, and contract expertise. 20 years experience.
Katherine Zink	Watershed Assistance Specialist. Surface and drinking water sampling, and microbial expertise. 13 years experience.
Sally Soule	Coastal Watershed Supervisor, Grant management experience. Project management and watershed management expertise. 25 years experience.
Stephen Landry	Watershed Assistance Section Supervisor. Project management and watershed management expertise. 31 years experience.
Tracie Sales	Rivers and Lakes Programs Administrator, 11 years experience assisting volunteers with management plan implementation, 7 years experience writing grant applications and conducting water quality programs under funded grants.
Amanda Barker-Jobin	Rivers and Lakes Programs Assistant, 7 years project management experience, 4 years environmental application review experience
Andrea Bejtlich	Watershed Specialist. Surface and drinking water sampling, grant management expertise. 5 years experience.