



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

May 6, 2013

Her Excellency, Governor Margaret Wood Hassan
and The Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Environmental Services to enter into an agreement with the City of Dover NH, (VC #177380) in the amount of \$180,232 to complete the Berry Brook /Cochecho River Watershed Management Plan Implementation Phase III project effective upon Governor and Council approval through December 31, 2015. 100% Federal Funds.

Funding is available in the account as follows:

	<u>FY 2013</u>
03-44-44-442010-2035-072-500574	\$180,232
Dept. Environmental Services, NPS Restoration Program, Grants-Federal	

EXPLANATION

The Department of Environmental Services (DES) issued a Request For Proposals (RFP) for the 2013 Watershed Assistance Grants program. Fifteen proposals were received. The proposals were ranked based on the criteria included in the RFP: water quality improvement or protection; cost/benefit ratio; local capacity to complete the project; relative value or significance of the water body; and, general quality and thoroughness of the proposal. Bonus points were available for projects that: implemented a watershed management plan; reduced nitrogen loading to Great Bay; or, addressed waters impaired by hydro-modification. Based on results of the selection process and available federal grant funding levels, the nine highest ranked projects were selected to receive funding. Please see Attachment B for a list of project rankings and review team members.

The Watershed Assistance Grants focus on the reduction of nonpoint source (NPS) pollution. NPS pollution occurs when rainfall, snowmelt, or irrigation water runs over land or through the ground, transporting materials which are then deposited into rivers, lakes, and coastal waters, or introduced into the groundwater. Pollutants can include chemicals, sediments, nutrients, and toxics. These materials can have harmful effects on drinking water supplies, recreation, fisheries, and wildlife. Land development or changes in land use can also cause NPS pollution by disrupting the natural hydrology of

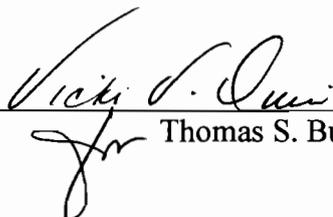
a water body, increasing impervious surfaces, and contributing to the loss of aquatic habitat. Watershed Assistance programs address NPS pollution by managing land use and drainage on a watershed scale.

Berry Brook is a small stream located in a highly urbanized neighborhood in Dover, NH. The Brook is located in a densely developed, 186-acre watershed with 30% of the watershed being impervious surfaces. The watershed includes medium-density housing, and commercial and industrial land uses. Prior to the work completed in Phases I & II of this restoration effort, stormwater management in the watershed was essentially non-existent, consisting only of a limited network of conveyance structures such as catchbasins and culverts. In addition to localized issues with flooding and property damage, the stream has been placed on the NHDES 2006 Section 303(d) list of impaired waters as impaired for primary contact recreation and for aquatic life use. The source of this impairment is attributed to urbanization resulting in an increase of pollutant mass and stormwater runoff volume from impervious surfaces.

Over the past four years the City of Dover has worked closely with the University of New Hampshire Stormwater Center (UNHSC) and the Cocheco River Watershed Coalition to design and implement Low Impact Development (LID) stormwater management practices in order to reduce untreated runoff to the brook. These efforts have reduced the Effective Impervious Cover (EIC) from 30 percent to 17 percent. The goal of this phase of the project is to further reduce EIC in the watershed through filtration and infiltration practices as a means for reducing pollutant loading and runoff volumes to Berry Brook and ultimately the Cocheco River and Great Bay. Implementation of LID strategies in this phase will be constructed at nine locations in the watershed. Completion of this phase will result in nearly 83% of the best management practices (BMPs) recommended in the Watershed Management Plan and an EIC reduction of an additional 7.6 percent, resulting in an EIC below 10%, a level expected to meet water quality standards. Verification of success for the project will include water quality monitoring for load reduction, and calculation of decreased impervious cover.

The total project costs are budgeted at \$311,318. DES will provide \$180,232 (58%) of the project costs through a federal grant and the City of Dover will provide the remaining costs through cash and in-kind services. A budget breakdown is provided in Attachment A. As required by Section 319 of the Clean Water Act, federal funds provided to this project must be matched by a local, state, or private share of at least 40 percent. In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

The agreement has been approved by the Office of the Attorney General as to form, execution, and content. We respectfully request your approval.



Thomas S. Burack, Commissioner

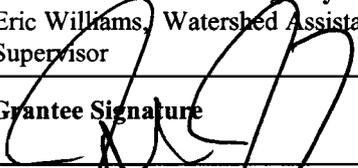
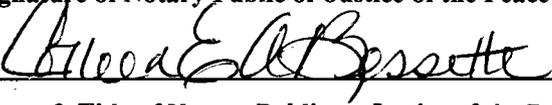
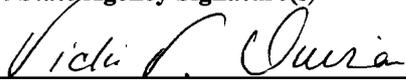
GRANT AGREEMENT

Subject: Berry Brook /Cocheco River Watershed Management Plan Implementation Phase III.

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

GENERAL PROVISIONS

1. IDENTIFICATIONS AND DEFINITIONS

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301	
1.3 Grantee Name City of Dover		1.4 Grantee Address 288 Central Avenue Dover, NH 03820	
1.5 Effective Date Upon G&C approval	1.6 Completion Date December 31, 2015	1.7 Audit Date N/A	1.8 Grant Limitation \$180,232
1.9 Grant Officer for State Agency Eric Williams, Watershed Assistance Section Supervisor		1.10 State Agency Telephone Number 603-271-2358	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor J. Michael Joyal Jr., City Mgr.	
1.13 Acknowledgment: State of New Hampshire, County of <u>Strafford</u> On <u>4/11/2013</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) 		COLLEEN E. A. BESSETTE, Notary Public My Commission Expires October 22, 2013	
1.13.2 Name & Title of Notary Public or Justice of the Peace <u>Colleen E. A. Besette, Executive Assistant</u>			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) for Thomas S. Burack, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution)			
By: 		Attorney, On: <u>5/14/13</u>	
1.17 Approval by the Governor and Council			
By:		On: / /	

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **RECORDS AND ACCOUNTS.**

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

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

8. **PERSONNEL.**

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

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

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

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

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

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

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

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

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

10. **CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

11.1.2 failure to submit any report required hereunder; or

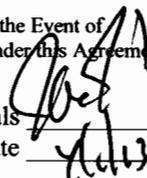
11.1.3 failure to maintain, or permit access to, the records required hereunder; or

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

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

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

11.2.2 give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement

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

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

12. TERMINATION.

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

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

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

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

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

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

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

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

17. INSURANCE AND BOND.

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the

benefit of the State, the following insurance:

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

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

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation 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.

Handwritten initials and date. The initials appear to be 'J.P.' and the date is '1/11/12'.

Exhibit A
Scope of Services

The City of Dover shall perform the following tasks as described in the detailed proposal titled *Berry Brook/Cocheco River Watershed Management Plan Implementation Phase III*, submitted by the City, dated November 21, 2012:

Objective 1: By September 2014 implementation of Low Impact Development (LID) Best Management Practices (BMPs) to disconnect Impervious Cover (IC) and reduce pollutant loading at 9 locations throughout the Berry Brook watershed will be completed. The completion of this objective will represent 83% completion of the BMPs recommended in the Watershed Management Plan (LBG, 2008), and will lead to the reduction of Effective Impervious Cover (EIC) in the entire watershed to 9.8% fulfilling the criteria to delist the Berry Brook from the 303d impaired waters list based on the impervious cover model as a surrogate for attainment.

Measures of Success: Installation of each of the LID BMP retrofits.

Deliverable 1: Roosevelt Street Bioretention (BMP1). Provide DES with final BMP design documents and documentation of BMP implementation.

Task 1.1: Complete detailed site assessment for BMP1.

Task 1.2: Complete the design and materials list for BMP1; obtain DPW approval for design, and provide final design to DES.

Task 1.3: Following State and Federally approved procurement procedures, purchase materials for use in construction of BMP1.

Task 1.4: Complete installation of BMP1 LID system as per approved design.

Task 1.5: Provide construction inspection and oversight for BMP1 implementation; complete photo documentation of the BMP following DES SOP and provide documentation to DES.

Deliverable 2: Redden Street Bioretention (BMP2). Provide DES with final BMP design documents and documentation of BMP implementation.

Task 2.1: Complete detailed site assessment for BMP2.

Task 2.2: Complete the design and materials list for BMP2; obtain DPW approval for design, and provide final design and materials list to DES.

Task 2.3: Following State and Federally approved procurement procedures, purchase materials for use in construction of BMP2.

Task 2.4: Complete installation of BMP2 LID system as per approved design.

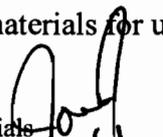
Task 2.5 Provide construction inspection and oversight for BMP2 implementation; complete photo documentation of BMP2 following DES SOP and provide documentation to DES

Deliverable 3: Chesley Street Bioretention (BMP3). Provide DES with final BMP design documents and documentation of BMP implementation.

Task 3.1: Complete detailed site assessment for BMP3.

Task 3.2: Complete the design and materials list for BMP3; obtain DPW approval for design, and provide final design to DES

Task 3.3: Following State and Federally approved procurement procedures, purchase materials for use in construction of BMP3.


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Task 3.4: Complete installation of BMP3 LID system as per approved design.

Task 3.5: Perform construction inspection and oversight for BMP3 implementation; complete photo documentation of BMP3 following DES SOP and provide documentation to DES.

Deliverable 4: Grove Street Bioretention (BMP4). Provide DES with final BMP design documents and documentation of BMP implementation.

Task 4.1: Complete detailed site assessment for BMP4.

Task 4.2: Complete the design and materials list for BMP4; obtain DPW approval for design, and provide final materials list and designs to DES

Task 4.3: Following State and Federally approved procurement procedures, purchase materials for use in construction of BMP4.

Task 4.4: Complete installation of BMP4 LID system as per approved design.

Task 4.5: Perform construction inspection and oversight for BMP4 implementation; complete photo documentation of BMP4 following DES SOP and provide documentation to DES.

Deliverable 5: Maple Street Bioretention (BMP5). Provide DES with final BMP design documents and documentation of BMP implementation.

Task 5.1: Complete detailed site assessment for BMP5.

Task 5.2: Complete the design and materials list for BMP5; obtain DPW approval for design, and provide final design and materials list to DES

Task 5.3: Following State and Federally approved procurement procedures, purchase materials for use in construction of BMP5.

Task 5.4: Complete installation of BMP5 LID system as per approved design.

Task 5.5: Perform construction inspection and oversight for BMP5 implementation; complete photodocumentation of BMP5 following DES SOP and provide documentation to DES. .

Deliverable 6: Northeast Office Furniture Porous Pavement (BMP7). Provide DES with final BMP design documents and documentation of BMP implementation.

Task 6.1: Complete detailed site assessment for BMP7.

Task 6.2: Complete the design and materials list for BMP7; obtain DPW approval of design, and provide final design and materials list to DES.

Task 6.3: Following State and Federally approved procurement procedures, purchase materials for use in construction of BMP7.

Task 6.4: Complete installation of BMP7 LID system as per approved design.

Task 6.5: Perform construction inspection and oversight for BMP7 implementation; complete photodocumentation of BMP7 following DES SOP and provide documentation to DES.

Deliverable 7: Horne Street to Kettle Bell Subsurface Gravel Wetland (BMP8). Provide DES with final BMP design documents and documentation of BMP implementation.

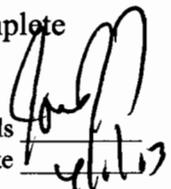
Task 7.1: Complete detailed site assessment for BMP8.

Task 7.2: Complete the design and materials list for BMP8, obtain DPW approval for design, and provide final design and materials list to DES.

Task 7.3: Following State and Federally approved procurement procedures, purchase materials for use in construction of BMP8.

Task 7.4: Complete installation of BMP8 LID system as per approved design.

Task 7.5: Perform construction inspection and oversight for BMP8 implementation; complete photodocumentation of BMP8 using DES SOP and provide documentation to DES.

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Deliverable 8: Horne Street to Ash Street Subsurface Gravel Wetland (BMP9). Provide DES with final BMP design documents and documentation of BMP implementation.

Task 8.1: Complete detailed site assessment for BMP9.

Task 8.2: Complete the design and materials list for BMP9; obtain DPW approval for design, and provide final design and materials list to DES..

Task 8.3: Following State and Federally approved procurement procedures, purchase materials for use in construction of BMP9.

Task 8.4: Complete installation of BMP9 LID system as per approved design.

Task 8.5: Perform construction inspection and oversight for BMP9 implementation; complete photodocumentation of BMP8 using DES SOP and provide documentation to DES.

Objective 2: By June 2013 a Site Specific Project Plan (SSPP) for tracking pre- and post project IC values and pollutant load reductions will be developed. The SSPP will be approved by EPA and NHDES staff.

Measures of Success: SSPP developed and approved.

Deliverable 9: Provide DES with EPA and NHDES approvable SSPP document (for IC and pollutant load reduction tracking). No data collection or manipulation shall precede approval of QA documents.

Task 9.1: Draft the SSPP and submit draft(s) of SSPP to DES for review .

Task9.2: Address comments as necessary to obtain SSPP approval.

Objective 3: By December 2014 pre- and post project IC values will be determined and percent reductions in EIC calculated. Pollutant load reductions will be calculated based on the percent IC reduction and the treatment strategy used for disconnection.

Measures of Success: Data collected, pre and post IC estimates developed, project impact evaluated.

Deliverable 10: Provide DES with documentation of the completed calculation of IC and pollutant load reduction.

Task 10.1: Complete the calculation of IC and load reduction. Gather data from all survey and design information and estimate percent IC reduction. Compare pre-project and post-project IC percentages and use values to calculate load reductions.

Task 10.2 Provide EIC and pollutant load reduction report to DES.

Objective 4: By December 2014 pre and post project monitoring will be completed. Monitoring efforts will include wet weather events in order to establish a strong baseline of water quality parameters, and monitor water quality and ecosystem response to watershed improvements.

Measures of Success: Monitor 12-15 events at 3 locations within the watershed

Deliverable 11: Provide DES with documentation of completed existing conditions and Post Phase III monitoring.

Task 11.1: Develop and obtain addendum to the existing approved Berry Brook monitoring QAPP (RFA # 11116) to include this phase of monitoring.

Task 11.2: Coordinate with UNHSC to complete existing conditions monitoring following the approved QAPP. Estimated time frame is from June to December 2013.

Task 11.3: Coordinate with UNHSC to complete post-Phase III monitoring following the approved QAPP. Estimated time frame is from March through August 2014.

Objective 5: By December 2014 operation and maintenance guidelines will be developed and signed off by the City of Dover.

Measures of Success: Operation and Maintenance Agreement signed.

Deliverable 12: Provide DES with copies of the executed Operation and Maintenance Agreement.

Task 12.1: Coordinate with UNHSC to develop operation and maintenance guidelines (including an O & M agreement) for all BMPs implemented. Submit the documents to the appropriate officials for City review and acceptance.

Task 12.2 Provide signed Operation and Maintenance Agreement to DES.

Objective 7: Prior to the Completion Date, provide all required Section 319 Grant Reports

Measures of Success: Delivery of acceptable interim and final grant reports.

Deliverable 13: Provide DES with copies of the required interim and final grant reports.

Task 13.1: Submit electronic semi-annual reports documenting all work performed on the project at the end of each June and December of the project period. The semi-annual reports will include a Pollutants Controlled Report when structural BMPs have been implemented during the reporting period.

Task 13.2: Submit a comprehensive final report in both electronic and hard-copy to DES on or before the project completion date. The final report shall include copies of all deliverables, and comply with the DES and EPA requirements found in the final report guidance documents.

Additional Requirements of the Agreement

Quality Assurance

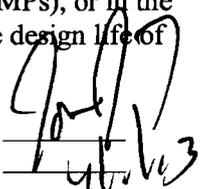
All project activities which are to be guided by a Quality Assurance document such as a Quality Assurance Project Plan (QAPP) or Site Specific Project Plan (SSPP) must **not** begin prior to DES/EPA approval of that QA document. In the event that sampling, modeling, or other such activities precede QA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

Outreach Materials

All materials produced for public distribution shall be reviewed and approved by DES prior to distribution and shall include the DES logo and the following citation: "Funding for this project was provided in part by a Watershed Assistance Grant from the NH Department of Environmental Services with Clean Water Act Section 319 funds from the U.S. Environmental Protection Agency".

Operations and Maintenance

Management practices implemented as agreed upon in the scope of services of this grant agreement and with grant funds or matching funds under a Section 319 Watershed Grant, shall be properly operated and maintained for the intended purposes during the life span of the project. The life span of a project shall be determined by the Grantee, tailored to the types of practices expected to be funded in this project, and agreed upon by DES. The Grantee shall provide DES with an engineering estimate of the design life of the best management practice(s) (BMPs), or in the case of small-scale BMPs which do not have a design life estimation completed by an engineer, the design life of that practice shall be estimated to be ten years.

Handwritten signature and date: 4/6/13

Operation includes the administration, management, and performance of non-maintenance actions needed to keep the completed practice safe and functioning as intended. Maintenance includes work to prevent deterioration of the practice, repairing damage, or replacement of the practice to its original condition if one or more components fail. The Grantee shall obtain written operation and maintenance (O&M) agreements from landowners of properties where BMPs are implemented. The Grantee shall assure that any O&M agreement or sub-award of Section 319 funds shall likewise include the same O&M requirements and conditions as this Agreement. Additionally, both EPA and DES reserve the right to periodically inspect a practice during the life span of the project to ensure that operation and maintenance are occurring. If it is determined that the participants are not operating and maintaining these practices in an appropriate manner, DES may request a refund for that practice supported by the grant.


4/1/13

Exhibit B
Contract Price and Method of Payment

No Tasks shall be eligible for payment until the Grantee receives written notification from DES that project work may begin. All services shall be performed to the satisfaction of DES before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of an associated invoice. Documentation of match costs (including the value of volunteer labor) shall be provided with each payment request. The final invoice shall include total match cost documentation of \$131,086. Payment shall be made in accordance with the following schedule based upon completion of specific tasks described in Exhibit A:

Upon completion and DES approval of Deliverable 1	\$9,492
Upon completion and DES approval of Deliverable 2	\$9,492
Upon completion and DES approval of Deliverable 3	\$15,031
Upon completion and DES approval of Deliverable 4	\$8,257
Upon completion and DES approval of Deliverable 5	\$18,162
Upon completion and DES approval of Deliverable 6	\$24,417
Upon completion and DES approval of Deliverable 7	\$27,679
Upon completion and DES approval of Deliverable 8	\$15,528
Upon completion and DES approval of Deliverable 9	\$18,292
Upon completion and DES approval of Deliverable 10	\$1,500
Upon completion and DES approval of Deliverable 11	\$1,000
Upon completion and DES approval of Deliverable 12	\$30,382
Upon completion and DES approval of Deliverable 13	<u>\$1,000</u>
Total	\$180,232

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

Exhibit C
Special Provisions

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

Federal Funds paid under this agreement are from a Grant Agreement to the State from the US Environmental Protection Agency, Impaired Waters Restoration Grant under CFDA # 66,460. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing DES with their Data Universal Numbering System (DUNS) number. Grantee's DUNS number is: 099359168

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

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

II) **Financial management.** The Grantee shall comply with 40 CFR 31.20 and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.

III) **Allowable costs.** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 40 CFR part 31.22; and OMB Circular A-87.

IV) **Matching funds.** All matching funds contributed by the Grantee shall conform to the same laws, regulations, and grant conditions as the federal funds in the Agreement and referenced in 40 CFR 31.24 and OMB Circular A-87.

V) **Property Management.** The Grantee shall comply with the property management and procedures detailed in 40 CFR 31.32 and 40 CFR 31.33.

VI) **Debarment and Suspension.** The grantee shall comply with 40 CFR part 31.35. By signing and submitting the Agreement, the Grantee certifies that they have not been debarred or suspended by a government agency. The Grantee will not make any award or permit any award (subgrant or subcontract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

VII) **Procurement.** When purchasing goods or services with grant or match funds, the Grantee shall comply with procurement regulations as detailed in 40 CFR 31.36 which include procurement standards, competition, methods of procurement, contract cost and price, agency review, bonding requirements, and contract provisions.

a. **Assignment of Subcontracts.** The Contractor shall not assign, or otherwise transfer any interest in this contract without the prior written consent of the Contract Owner and the State.

b. **Subcontracts.** The Contractor shall:

i. Ensure that every subcontract includes provisions for compliance with Federal and State standards applicable to the contract;

- ii. Ensure that every subcontract includes any clauses required by Federal statute and executive orders and their implementing regulations; and
 - iii. Ensure that subcontractors are aware of requirements imposed upon them by State and Federal statutes and regulations.
- c. Payment to consultants. Grant payments to individual consultants retained by the Contractor (excluding overhead) are limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18). Maximum daily rates may change annually or more often. As of January 1, 2010, the limit is approximately \$598 per day and \$74.75 per hour. This amount does not include transportation and subsistence costs, in accordance with normal travel reimbursement practices. The Contractor may pay consultants more than this amount, but the excess amount shall not be paid with federal grant funds. Contracts with firms for services which are awarded using the procurement requirements in 40 CFR 31.36 are not affected by this limitation.

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

IX) **New Restrictions on Lobbying: Interim Final Rule.** The Grantee shall comply with the terms of 40 CFR part 34 and OMB Circular A-87 which prohibit the use of federal grant funds to influence (or attempt to influence) a federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if nonfederal funds have been used to influence (or attempt to influence) a federal employee.

X) **Drug-Free Workplace.** The Grantee shall comply with the terms of 40 CFR Part 36 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Grantee certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.

XI) **Bonding requirements.** For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (currently \$100,000), the minimum requirements shall be as follows:

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

XII) **Additional contract provisions.** The Grantee shall comply with the following as applicable:

- a. Comply with Executive Order 11246 of September 24, 1965, entitled "**Equal Employment Opportunity**," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their subcontractors)
- b. Comply with the **Copeland "Anti-Kickback" Act** (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subcontracts for construction or repair)
- c. Comply with Sections 103 and 107 of the **Contract Work Hours and Safety Standards Act** as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subcontractors in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers.)

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- d. Comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Subcontracts in excess of \$100,000)
- e. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

XIII) ***Federal Funding Accountability and Transparency Act (FFATA)***. The Grantee shall comply with the terms of the FFATA by providing DES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data information as required under the FFATA.

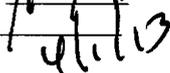
Grantee Initials 
Date 

EXHIBIT A
SCOPE OF SERVICES

Town of Wolfeboro

The Town of Wolfeboro will use these funds for asset management and financial planning initiatives for the water system. Specifically, the following task(s), as described in the application submitted to DES, will be accomplished:

1. Asset Management and Financial Planning. Submit documentation and invoices to DES.

EXHIBIT B
BUDGET & PAYMENT METHOD

All services shall be performed to the satisfaction of the Department of Environmental Services before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of associated invoices. **If invoice is less than initial estimate only the amount on the invoice will be paid.**

Task Number/Description	Asset Management Grant
Task 1: Asset Inventory, Condition Assessment & Funding Assistance	\$8,000
Task 2: Financial Plan & Funding Strategy	\$3,500
Task 3: Communication & Public Education	\$3,500
TOTAL	\$15,000

EXHIBIT C
SPECIAL PROVISIONS

Changes to the Scope of Services or reallocation of grant funds require DES approval in advance. Payments will be made based on submitted invoices. Work must be completed by the completion date listed on the grant agreement (section 1.6).

Requests for payment along with required proof of work must be submitted no later than 90 days after the final completion date or the grant will be closed out and funds will no longer be available.

If a deadline extension is requested the grantee must make that request for approval at least two months before the completion date. Failure to do so may result in lower rankings of future grant applications.

Federal Funds paid under this agreement are from a Grant to the State from the U.S. Environmental Protection Agency, Drinking Water State Revolving Fund Set-Asides under CFDA #66.468. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant are hereby adopted in full force and effect to the relationship between this Department and the grantee.

CERTIFICATE OF AUTHORITY

I, Karen Lavertu, City Clerk of Dover, New Hampshire, do hereby certify that the City Council authorized the City Manager to execute any documents which may be necessary for the City of Dover; 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 the following now occupies the office indicated above:

J. MICHAEL JOYAL, JR.

In witness whereof, I have hereunto set my hand as the Acting City Clerk of Dover, New Hampshire this 2nd day of April, 2013.

Signature Karen Lavertu, City Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On this 2nd day of April, 2013, before me, the undersigned officer, personally appeared Karen Lavertu, who acknowledged herself to be the City Clerk of Dover, New Hampshire and that she, as such City Clerk, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

Signature Susan M. Mistretta
Notary Public/ Justice of the Peace

My Commission expires: SUSAN M. MISTRETTA, Notary Public
My Commission Expires October 22, 2013

CERTIFICATE OF COVERAGE

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

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF COMPANY A AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Participating Member: City of Dover Member Number: 004-070186 - 13		Company Affording Coverage (the "Company"): Local Government Center Property-Liability Trust, LLC P.O. Box 617, Concord, NH 03302-0617		
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)	
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2012	6/30/2013	Each Occurrence	\$ 5,000,000
			General Aggregate	\$
			Personal & Adv Injury	\$
			Med Exp (any one person)	\$
			Products -Comp/Op Agg	\$
<input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A) Any Auto All Owned Autos Scheduled Autos Hired Autos Non-Owned Autos Other _____	7/1/2012	6/30/2013	Fire Damage (each fire)	\$
			Each Occurrence	\$ 5,000,000
			Bodily Injury (per person)	\$
			Bodily Injury (per accident)	\$
			Property Damage (per accident)	\$
Excess Liability			Each Occurrence	\$ N/A
			Aggregate	\$ N/A
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2012	6/30/2013		\$Per scheduled limits and Member Agreement
Workers' Compensation (Coverage A) Employers' Liability (Coverage B)			Coverage A:	Statutory
			Cov. B: Each Accident	\$ 2,000,000
			Disease - Each Employee	\$ 2,000,000
			Disease - Policy Limit	\$ 2,000,000
Description: Proof of Coverage				

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

	Additional Covered Party	Loss Payee, as his, her or its interests appear
<i>Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*</i>		
Certificate Holder: NH DES Watershed Assistance Section 222 International Drive Suite 175 Portsmouth NH 03801	Companies By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: _____ 4/2/2013 _____	Please direct inquiries to: Debra A. Lewis 603.224.7447 x3332

*Terms in quotes are defined in the Member Agreement.

**Attachment A
Budget Estimate**

Budget Item	Grant Funding	Match	Total
Salaries & Wages	\$0.00	\$11,058.00	\$11,058.00
Travel and Training	\$0.00	\$0.00	\$0.00
Contractual	\$144,000.00	\$45,028.00	\$189,028.00
Equipment	\$36,232.00	\$0.00	\$36,232.00
Construction	\$0.00	\$75,000.00	\$75,000.00
Subtotals	\$180,232.00	\$131,086.00	\$311,318.00
Total Project Cost			\$311,318.00

Attachment B: Watershed Assistance and Restoration Grant Ranking

Organization	Project Name	Reviewer A	Reviewer B	Reviewer C	Reviewer D	Reviewer E	Reviewer F	Reviewer G	Reviewer H	Reviewer I	Proposal Score	Rank
New Hampshire Rivers Council	McQuesten Brook and Pond Watershed Restoration Plan - Phase 2 Implementation: Dam Removals	83	99	98	93	98	98	99	96	79.5	843.5	1
City of Dover	Berry Brook/Cocheo River Watershed Management Plan Implementation Phase 3: Getting to 10% Watershed Restoration through Low Impact Development Retrofits in an Urban Environment	85	105	89	92	99	99	81	95	94	839	2
Town of Farmington Blue Ocean Society for Marine Conservation	Mad River Restoration Project Phase 1: Implementation of the Mad River Preliminary Assessment and Conceptual River Restoration Plan Hodgson Brook Watershed Restoration Plan Implementation, Phase 3: Holly Lane Retrofit, Pease Buffer Enhancement, Little River Watershed Management Plan Implementation, Phase 1: Demonstration Stormwater BMPs and Septic System Database and Outreach	95	89	88	89	91	78	81	84	76	771	3
Town of North Hampton Green Mountain Conservation Group	Ospree Lake Watershed Management Plan Phase 1: Watershed Plan for Dartmouth Pond and the Lower Bays of Ossipee Lake	63	102	83	81	96	74	75	92	83	749	4
Lake Winnepesaukee Watershed Association	Waukegan Watershed Management Plan Implementation, Phase 1: Septic System Improvement Initiative	76	101	72	82	65	90	88	90	67.5	731.5	5
Town of Sanborn Franklin Pierce University	Lake Winnisquam, Black Brook BMP Implementation, Sites 18 and 19 Pearly Pond Watershed Management Plan Development	82	81	77	72	70	72	83	78	73	688	8
Conservation Law Foundation	Soak Up the Rain Great Bay Implementation of the Great Bay Non-Point Source Study - Phase One	72	66	63	71	72	82	62	81	69.5	638.5	9
Town of Durham	Implementation of the Great Bay Nonpoint Source Pollution Study: Development of a GIS Based Analysis and Tool to Assess the Effects of Local Stormwater Management Regulations on Future Nitrogen Loads in the Oyster River Watershed	76	69	73	55	75	76	74	70	68	636	Not Selected
Lakes Region Planning Commission	Lake Winnepesaukee Sharnon Brook Watershed Management Plan Phases 1 and 2: Identifying Phosphorus Sources and Implementing BMP-based Solutions	74	70	84	71	65	57	68	82	61	632	Not Selected
Belknap County Conservation District	Lake Winnepesaukee Watershed Management Plan Phase 2: Sands of Brookhurst BMPs	65	75	56	56	88	76	68	72	75	631	Not Selected
Town of Canaan	Mascoma River Watershed - Based Plan Development	62	59	60	65	30	58	55	56	76	521	Not Selected
New England College	French Pond Watershed-Based Plan, Phase 1: Plan Development	50	87	40	61	33	42	49	77	58	497	Not Selected
		47	45	26	56	35	45	37	52	62.5	405.5	Not Selected

Review Team Members

Name	Qualifications
Andy Chapman	15 years experience, Clean Lakes Program Coordinator, aquatic biologist, project management and coordination, lakes management expertise
Steve Landry	16 years experience, Merrimack Watershed Coordinator, aquatic biologist, project management, Merrimack watershed expertise
Rod Livingston	23 years experience, Nonpoint source pollution specialist, BMP, pollution source investigation expertise, field training of local municipalities in watershed pollution source tracking and identification
Jeff Marcoux	7 years experience, Watershed Assistance Specialist, grant and contract expertise
Jillian McCarthy	7 years experience, Nonpoint source pollution specialist, quality assurance, and stormwater BMP expertise.
Barbara McKillian	12 years Watershed Assistance Outreach Coordinator, outreach and education expertise.
Sally Soule	13 years experience, Coastal Watershed Coordinator, project management, Coastal watershed expertise
Wendy Waslin	20+ years experience, Watershed Coordinator, budgeting, planning expertise
Eric Williams	23 years experience, Watershed Assistance Section Supervisor, environmental planner, general project management expertise, WAS section and 319 program supervisor.

