



The State of New Hampshire
Department of Environmental Services

Thomas S. Burack, Commissioner

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March 3, 2015

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 Town of Rye NH, (VC # 177470) in the amount of \$70,000 to complete the *Implementation of the Parsons Creek Watershed Restoration Plan - Phase 2* project, effective upon Governor and Council approval through December 31, 2017. 100% Federal Funds.

Funding is available in the accounts as follows:

	<u>FY 2015</u>
03-44-44-442010-2035-072-500574	\$70,000
Dept. Environmental Services, NPS Restoration Program, Grants-Federal	

EXPLANATION

The Department of Environmental Services (DES) issued a Request For Proposals (RFP) for the 2015 Watershed Assistance Grants program. Twenty 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. Based on results of the selection process and available federal grant funding levels, the fourteen 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 promoting good land use practices on a watershed scale.

The Parsons Creek Watershed Based Plan and bacteria sampling funded by both the Parsons Creek Watershed Restoration Project (Phase I) and the town have shown that high concentrations of bacteria have been identified at multiple locations in Parsons Creek. This impaired waterbody flows to popular

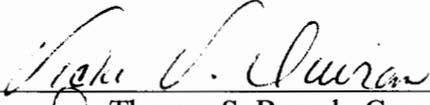


coastal beaches in Rye, NH. Impaired water quality in the creek represents a health and safety risk to the recreational waters of both the creek itself and Rye's beaches. Sources of bacteria in the Parsons Creek watershed have been shown to originate primarily from stormwater runoff and malfunctioning septic systems. The Town of Rye has been working with DES and project consultants since 2008 to address sources of bacteria to Parsons Creek. Through the development of the Parsons Creek Watershed Based Plan, the implementation of Phase I of the Parsons Creek Watershed Restoration Project, and the completion of multiple town-funded bacteria source tracking projects, it has been determined that stormwater runoff and malfunctioning septic systems are the primary sources of bacteria to Parsons Creek.

Through this project the Town of Rye will continue the Parsons Creek restoration work by targeting their efforts in areas identified as hotspots of bacterial contamination from stormwater runoff and malfunctioning septic systems. This phase includes the installation of multiple best management practices (BMPs) designed during Phase I of this project as well as the evaluation and replacement (through a cost-share program with homeowners) of multiple malfunctioning septic systems, and the development of a septic system ordinance.

The total project costs are budgeted at \$116,690. DES will provide \$70,000 (60%) of the project costs through a federal grant and the Town of Rye will provide the remaining costs through cash and in-kind services. A budget breakdown is provided in Attachment A. In the event that Federal Funds become no longer available, General Funds will not be requested to support this program. The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.



for Thomas S. Burack, Commissioner

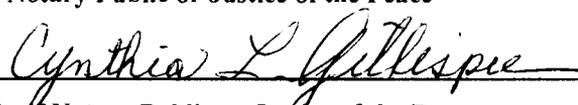
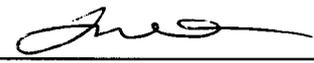
GRANT AGREEMENT

Subject: *Implementation of Parsons Creek Watershed Restoration Plan - Phase 2*

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 Town of Rye		1.4 Grantee Address 10 Central Road Rye, NH 03870	
1.5 Effective Date Upon G&C approval	1.6 Completion Date December 31, 2017	1.7 Audit Date N/A	1.8 Grant Limitation \$70,000
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 Craig N. Musselman, Chairman Board of Selectmen	
1.13 Acknowledgment: State of New Hampshire, County of <u>Rockingham</u> On <u>2 / 23 / 2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2 Name & Title of Notary Public or Justice of the Peace Cynthia L. Gillespie, Notary Public		CYNTHIA L. GILLESPIE, Notary Public My Commission Expires February 6, 2018	
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>4 / 1 / 2015</u>			
1.17 Approval by the Governor and Council By: _____ On: <u> / /</u>			

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **RECORDS AND ACCOUNTS.**

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

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

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.

Exhibit A

Scope of Services

The Town of Rye shall perform the following tasks as described in the detailed proposal titled Implementation of Parsons Creek Watershed Restoration Plan - Phase 2 Project, submitted by the Town of Rye, dated October 27, 2014:

Objective 1: Project Management and Project Meetings

Measures of Success: Success will be indicated by project finances and work being tracked and deliverables submitted on time. Project meetings will be well-attended and held throughout the project duration as needed.

Deliverable 1: All required paperwork is submitted to NH DES on schedule, including summaries of meetings.

Task 1: Amend and revise existing contract with project consultant (hired under RFQ issued on August 28, 2012) to add Phase 2 tasks.

Task 2: Hold project kick off meeting to outline project and assign tasks.

Task 3: Hold additional project meetings (up to three meetings) to continue to update project accomplishments and determine next steps.

Task 4: Conduct general management of project, including tracking match, project finances, and submitting semi-annual progress reports. The electronic semi-annual reports shall document 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 30, report is due by April 30

The semi-annual reports must include a Pollutants Controlled Report when structural BMPs have been implemented during the reporting period.

Task 5: 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 load reduction estimates, photo-documentation of installed system components, and comply with the DES and EPA requirements found in the final report guidance document on the DES Watershed Assistance Section webpage.

Objective 2: Site Specific Project Plan (SSPP) Development for Modeling and Hotspot Monitoring – Phase 2.

Measures of Success: Success is indicated by the development of an SSPP to guide monitoring and load reduction estimations for this phase of the project.

Deliverable 2: Approved SSPP for Phase 2 of the project.

Task 6: Draft a Site Specific Project Plan for modeling and hotspot monitoring tasks with guidance and review by NH DES. Review Beach Program QAPP and use the existing SSPP developed for the previous phase of the project as guidance.

Task 7: Complete the final SSPP for Phase 2. Make necessary revisions based on review from NH DES and return signed final version to DES for approval. Modeling and hotspot monitoring will not precede approval of the SSPP.

Objective 3: Low Impact Development (LID) and Stormwater Best Management Practice (BMP) Installation.

Measures of Success: Success is indicated by the installation of two to four BMPs on town property

designed to treat the maximum amount of stormwater runoff.

Deliverable 3: Draft and final design plans; photo documentation and summaries of installations; copies of pollutant reduction reports; copies of operation and maintenance plans.

Task 8: Identify possible BMP sites. Review existing designs and consider other locations for installation.

Task 9: Select BMP locations. Determine the most feasible locations for installation.

Task 10: Draft design plan. Draft designs of each BMP and submit them to NH DES for review (If necessary, obtain state and/or local permits for work).

Task 11: Final design plans. Complete final design plans and submit them to NH DES for review.

Task 12: Complete installation of two to four BMPs on town property.

Task 13: Calculate pollutant load reduction estimates attributable to the installed BMPs. Submit Pollutant Load Reduction (PCR) reports to DES. Complete photo documentation and installation summaries and submit to DES.

Task 14: Develop operation and maintenance (O&M) plans to document O&M activities including, but not limited to: description of O&M activities to be performed on management practices; schedule of activities to be performed; responsible parties; record keeping and retention.

Objective 4: Septic Ordinance Development, Septic Evaluation and Replacement.

Measures of Success: Success is indicated by attendance at septic ordinance and information workshops; development of septic system ordinance; participation in the septic evaluation and replacement program.

Deliverable 4: Provide DES with documentation of septic ordinance language, and the list of homeowners participating in evaluation and replacement.

Task 15: Hold public meetings regarding the septic ordinance to get public input and support for the septic ordinance.

Task 16: Develop draft septic ordinance and submit it to DES for review and approval.

Task 17: Present ordinance at municipal meeting to create municipal buy-in.

Task 18: Develop final septic ordinance. Final ordinance will be submitted to Town of Rye municipal boards and NH DES.

Task 19: Use the septic system database prioritization results to identify homeowners for participation in the septic evaluation and replacement program. Contact priority homeowners to determine interest in getting an evaluation of their system and select homeowners for evaluation.

Task 20: Conduct up to 25 septic system evaluations. Coordinate with a private septic evaluator to conduct investigations of up to 25 septic systems (up to \$500 per home).

Task 21: Offer cost share replacement for up to three systems identified as failing. Select systems for replacement and work with homeowners to determine the most appropriate system for their home and provide up to \$5,000 towards replacement of systems designed and installed in accordance with DES regulations.

Objective 5: Targeted Public Outreach.

Measures of Success: Success will be indicated through attendance at public events, number of press releases, and development of website.

Deliverable 5: Provide DES with completed outreach products including one septic system flyer, septic system workshop sign in sheets, two press releases, documentation of presentations for two municipal board meetings, and web links to outreach material developed for the project web site.

Task 22: Conduct septic system outreach for businesses and homeowners. Develop septic system flyer and distribute to watershed residents and business owners; conduct a residential septic system workshop in a “hotspot” neighborhood to inform homeowners about bacteria contributions from malfunctioning septic systems and the septic system replacement and evaluation program.

Task 23: Conduct a municipal outreach program. Present information about water quality and sources of bacteria at two municipal meetings and send out two press releases

Task 24: Update and maintain project website to inform residents about this phase of the project and to provide updates on project progress and deliverables.

Note: Any outreach material developed for the project must be reviewed and approved by DES prior to use; additionally, materials must contain proper funding credit.

Objective 6: Conduct bacteria hotspot monitoring following all protocols outlined in the *NHDES Generic Beach Program Quality Assurance Project Plan (QAPP)* dated April 3, 2012, RFA # 06193 and as outlined in the SSPP update described in Task 7 and 8 of this agreement.

Measures of Success: Success will be indicated through complete collection of water quality data.

Deliverable 6: Provide DES with a summary of all water quality sampling data.

Task 25: Year One: Hotspot monitoring. Conduct water quality sampling at identified hotspots in the watershed (following QAPP and SSPP requirements).

Task 26: Year Two: Hotspot follow-up. Conduct water quality sampling at identified hotspots in the watershed (following QAPP and SSPP requirements).

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

Exhibit B
Contract Price and Method of Payment

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. In the event that the grantee has not completed a timely submittal of reports as specified in Exhibit A, all payments will be suspended until those reports are submitted, and approved by DES. 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 \$46,690. 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 Task 1	\$100
Upon completion and DES approval of Task 2	\$900
Upon completion and DES approval of Task 3	\$2,500
Upon completion and DES approval of Task 4	\$1,550
Upon completion and DES approval of Task 5	\$500
Upon completion and DES approval of Task 6	\$1,450
Upon completion and DES approval of Task 7	\$600
Upon completion and DES approval of Task 8	\$600
Upon completion and DES approval of Task 9	\$600
Upon completion and DES approval of Task 10	\$950
Upon completion and DES approval of Task 11	\$10,500
Upon completion and DES approval of Task 12	\$750
Upon completion and DES approval of Task 13	\$1,250
Upon completion and DES approval of Task 14	\$850
Upon completion and DES approval of Task 15	\$3,500
Upon completion and DES approval of Task 16	\$4,050
Upon completion and DES approval of Task 17	\$500
Upon completion and DES approval of Task 18	\$1,950
Upon completion and DES approval of Task 19	\$2,450
Upon completion and DES approval of Task 20	\$12,500
Upon completion and DES approval of Task 21	\$15,000
Upon completion and DES approval of Task 22	\$3,250
Upon completion and DES approval of Task 23	\$2,450
Upon completion and DES approval of Task 24	\$1,150
Upon completion and DES approval of Task 25 and 26	\$100
Total	\$70,000

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, NPS Implementation Grant under CFDA # 66.460. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing DES with their Data Universal Numbering System (DUNS) number.

Requirements of Paragraph 17.1.2 Insurance and Bond shall be \$1,000,000 for general liability any one incident and \$2,000,000 aggregate.

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.

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) **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. The Grantee's DUNS number is 073965261.

CERTIFICATE OF AUTHORITY

I, Elizabeth M. Yeaton, Town Clerk of Town of Rye, New Hampshire do hereby certify that:

- (1) At the Town Meeting held March 12, 1994 the Town voted to authorize the Town to apply for, accept and expend money from state, federal, or other governmental unit or a private source which becomes available during the year in accordance with the procedures set forth in New Hampshire law;
- (2) I am a duly elected Town Clerk/Tax Collector;
- (3) At the regular meeting on Monday, February 23, 2015 the Board of Selectmen voted to accept Federal Clean Water Act funds and enters into a contract with the New Hampshire Department of Environmental Services. The Board of Selectmen further authorized the Chairman of the Board of Selectmen to execute any documents which may be necessary to effectuate this contract;
- (4) The Town of Rye, NH warrants that this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and
- (5) The following person has been appointed to and now occupies the office indicated under item (3) above:

Craig N. Musselman, Rye Board of Selectmen, Chairman

IN WITNESS WHEREOF, I have hereunto set my hand as the Town Clerk of Rye, New Hampshire this 23rd day of February, 2015.

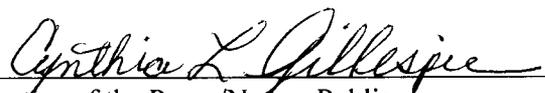

 Elizabeth M. Yeaton, Town Clerk

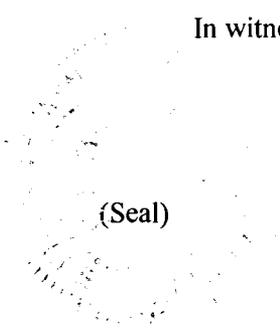
My Commission expires: April 1, 2015

State of New Hampshire
County of Rockingham

On this the 23 rd. day of February , 2015 before me Cynthia L. Gillespie, the undersigned officer, personally appeared Elizabeth M. Yeaton who acknowledged herself to be the Town Clerk of Rye, New Hampshire, and that she as such Town Clerk, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

In witness whereof I hereunto set my hand and official seal.


 Justice of the Peace/Notary Public
 Commission Expiration Date:



CYNTHIA L. GILLESPIE, Notary Public
My Commission Expires February 6, 2018

ARTICLE 22. To see if the Town will authorize the Board of Selectmen to accept gifts or personal property which may be offered to the Town for any public purpose, pursuant to RSA 31:95-e. The Selectmen must hold a public hearing before accepting such gift, and the acceptance shall not bind the town to raise, appropriate, or expend any public funds for the operation, maintenance, repair, or replacement of any such personal property.

It was moved by Mr. Herlihy, seconded by Mr. Quirk, to adopt this article. No discussion.

The moderator called for a vote on Article 22. Show of Hands. Article 22 is declared Adopted.

ARTICLE 23. To see if the Town will vote to authorize the Board of Selectmen to accept, on behalf of the Town, gifts, legacies, and devises made to the town in trust for any public purpose, as permitted by RSA 31:19.

It was moved by Mr. Mills, seconded by Mr. Herlihy, to adopt this article. No discussion.

The moderator called for a vote on Article 23. Show of Hands. Article 23 is declared Adopted.

ARTICLE 24. To see if the Town will vote to authorize the Selectmen to sell to the highest bidder at public auction, or sealed bid, such surplus Town equipment as is not traded in on new equipment in 1994.

It was moved by Mr. Mills, seconded by Mr. Herlihy, to adopt this article. No discussion.

The moderator called for a vote on Article 24. Show of Hands. Article 24 is declared Adopted.

ARTICLE 25. To transact any other business which may legally come before this meeting.

Dr. O'Brien commended Mrs. DeVries on doing an excellent job of keeping the troops in line today. He congratulated Mr. Herlihy on his election and said he hoped that they would all buy a nice, large box of band-aids to bind up their wounds.

At 2:15 p.m. it was moved and seconded to adjourn.
So voted. Meeting is declared Adjourned.

Respectfully submitted

Jane E. Ireland
Town Clerk/Tax

A true record, ATTEST:


Jane E. Ireland, Town Clerk/Tax Collector



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<i>Participating Member:</i> Town of Rye 10 Central Road Rye, NH 03870	<i>Member Number:</i> 284	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2015	1/1/2016	Each Occurrence \$ 1,000,000
			General Aggregate \$ 2,000,000
			Fire Damage (Any one fire)
			Med Exp (Any one person)
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate
<input type="checkbox"/> Workers' Compensation & Employers' Liability			<input type="checkbox"/> Statutory
			Each Accident
			Disease – Each Employee
			Disease – Policy Limit
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)

Description: Grant. The certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered.

CERTIFICATE HOLDER:	X	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
NH Department of Environmental Services PO Box 95 Concord, NH 03302				By: <i>Tammy Denver</i>
				Date: 2/19/2015 tdenver@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Town of Rye 10 Central Road Rye, NH 03870	Member Number: 284	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	\$
			General Aggregate	\$
			Fire Damage (Any one fire)	\$
			Med Exp (Any one person)	\$
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease – Each Employee	\$2,000,000
			Disease – Policy Limit	\$
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
			By: <i>Tammy Denver</i>
NH Department of Environmental Services PO Box 95 Concord, NH 03301			Date: 2/19/2015 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

**Attachment A
Budget Estimate**

Budget Item	s319 Grant Funding	Non-Federal Matching Funds
Salaries & Wages	\$0.00	\$19,565.00
Travel and Training	\$1,348.00	\$0.00
Contractual	\$43,375.00	\$14,000.00
Misc. (postage, printing)	\$803.00	\$125.00
Construction	\$24,474.00	\$13,000.00
Total Project Cost	\$70,000.00	\$46,690.00

Attachment B: 2015 Watershed Assistance and Restoration Grant Ranking

Organization	Project Name	Reviewer 'A'	Reviewer 'B'	Reviewer 'C'	Reviewer 'D'	Reviewer 'E'	Reviewer 'F'	Average Score	Rank
Town of Exeter	Exeter River Restoration Implementation of the Great Dam Removal Project	130	123	116	134	134	131	128.00	1
Town of Rye	Implementation of Parsons Creek Watershed Restoration Plan - Phase 2	127	130	119	129	120	88	118.83	2
Town of Wolfeboro	Rust Pond Watershed Restoration Plan Implementation Phase 2: Sites 1, 3, and 4 Stormwater BMPs	123	126	99	109	128	121	117.67	3
City of Laconia	Meredith Paugus and Saunders Bay Implementation Project - Phase 1: Wiers Beach	114	123	106	117	125	120	117.50	4
Babooisic Lake Association	Babooisic Lake Watershed Management Plan Implementation Phase 3: Stormwater Improvements at Site #14, Carter Road	121	126	108	117	96	123	115.17	5
UNH	Great Bay Nitrogen NPS Study Implementation Phase 1 Sagamore-Hampton Golf Club BMPs	113	125	110	123	85	110	111.00	6
UNH Stormwater Center	Great Bay Estuary Municipal Bioretention Education, Resource Development and Implementation Phase II	115	108	106	117	133	85	110.67	7
Green Mountain Conservation Group	Ossipee Lake Watershed Management Plan Phase 2: A Watershed Plan for the Ossipee Lake Shoreline and Lovell River Watersheds	112	113	116	103	105	100	108.17	8
Action Wakefield Watersheds Alliance	Province Lake Watershed Management Plan Implementation Phase 1: Addressing High Priority Actions and Building Local Capacity	119	122	119	121	115	107	117.17	9
Cobbetts Pond Improvement Association	Cobbetts Pond Restoration Plan Implementation III - Summer Street Area	102	123	118	112	117	117	114.83	10
New Hampshire Rivers Council	McQuesten Brook Geomorphic and Watershed Restoration Plan Phase 4 Stream Crossing Removal and Replacement and Construction	111	112	112	121	n/a	117	114.60	11
Southwest Regional Planning Commission	Lake Warren Watershed Management Plan Development and Implementation Phase 1	88	100	98	90	64	101	90.17	12
City of Rochester	Stormwater Management and Assessment Opportunities for the Willow Brook Watershed Implementation - Stormwater Improvements for the Western/Adams Neighborhood	96	112	91	112	118	94	103.83	13
Messer Pond Protective Association	Messer Pond Watershed-based Implementation Plan	66	84	91	72	77	69	76.50	14
Town of Northumberland	Northumberland Cemetery Connecticut River Bank Stabilization	77	84	87	63	63	75	74.83	Not selected
Town of Hampton	Nilus Brook and Meadow Pond Restoration Project Phase II - Final Design and Permitting	87	67	80	46	82	54	69.33	Not selected
Enfield Conservation Commission	Crystal Lake Watershed Management Plan Development	24	38	30	51	19	52	35.67	Not selected
Laconia Conservation Commission	Black Brook Water Quality Improvements at Paugus Bay	35	35	48	32	10	38	33.00	Not selected
Geosyntec Consultants Et al	Watershed Integration for the Squamscott-Exeter (WISE) Implementation Phase I: Design, Feasibility and Outreach in the Watershed	112	107	114	109	121	101	110.67	Ineligible for funding under s319
UNH Stormwater Center	Great Bay Waterbody/Watershed Nitrogen NPS Study Implementation Phase 2 UNH BMPs to Reduce Nitrogen	121	112	104	113	131	103	114.00	Withdrawn by applicant

Review Team Members

Name	Qualifications
Steve Landry	16 years experience, Merrimack Watershed Coordinator, aquatic biologist, project management, Merrimack watershed expertise
Jeff Marcoux	11 years experience, Watershed Assistance Specialist, grant and contract expertise
Barbara McMillan	12 years Watershed Assistance Outreach Coordinator, outreach and education expertise.
Sally Soule	13 years experience, Coastal Watershed Coordinator, project management, Coastal watershed expertise
Wendy Waskin	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.