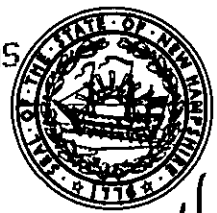




The State of New Hampshire JUL21'20 PM 1:28 DAS
Department of Environmental Services



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Robert R. Scott, Commissioner

July 6, 2020

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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to award an Aquatic Resource Mitigation (ARM) Fund grant to the Town of New Boston ("Town"), (VC #177444-B001) in the amount of \$250,000 for the purpose of replacing four undersized culverts on Lyndeborough Road crossing Meadow Brook to reduce the flood hazard and improve aquatic organism passage, effective upon Governor and Council approval through December 31, 2026. 100% ARM Funds.

Funding is available in the account as follows:

	<u>FY'2021</u>
03-44-44-442010-38710000-073-500581	\$250,000
Dept. Environmental Services, In-Lieu Wetland Mitigation, Grants – Non - Federal	

EXPLANATION

New Hampshire RSA 482-A:3 requires a wetland permit for any proposed project that involves dredging or filling of a wetland. Before a wetland permit is issued, applicants must show that the proposed project will avoid adverse impacts to wetlands and will minimize and provide compensation for those wetland impacts which are unavoidable.

The NHDES wetlands program adopted a set of mitigation rules that establish what is necessary for an applicant to provide for wetland compensation. The current department rules spell out ratios for wetland compensation that include creating a new wetland, restoring a former wetland site, or protecting a high-quality aquatic resource by preserving adjacent upland habitat. This newest improvement, begun in 2006, to the mitigation options is commonly referred to as an *in-lieu fee program*. This mitigation option is ideal for projects that have difficulty in locating an appropriate mitigation site. The Aquatic Resource Mitigation Fund (ARM) authorizes the collection of mitigation funds in lieu of other forms of wetland mitigation as part of a Wetlands Permit Application.

The Department issued the request for proposals for ARM Funds available in the Merrimack River watershed in April of 2019. The Town application was received and on November 22, 2019, NHDES announced the decision to fund the Town project in the Merrimack River watershed. The project proposed

His Excellency, Governor Christopher T. Sununu
and the Honorable Council

Page 2

by the Town was recommended for funding by the ARM Fund Site Selection Committee. Attachment A lists the proposals received and Committee members involved in the decision. The review of the awards by the Army Corps of Engineers and the New Hampshire Wetland Council resulted in full support of the recommendations.

The removal of the old pipe culverts and an upgrade to a 25.8'-foot open bottom span with stream simulation will restore aquatic connectivity and fish and wildlife passage, and increase flood resiliency of Meadow Brook. The project location has high fishery restoration potential with a local population of native brook trout and is identified as 'Highest Ranked Habitat in Biological Region' by the NH Fish and Game Wildlife Action Plan. The project will improve hydraulic capacity and flood resiliency to accommodate a 100-year storm event, in contrast to the current flood hazard issues created by the severely undersized pipes. Water quality of Meadow Brook will be improved through installation of stormwater controls using best management practices. Attachment B includes a map of the property.

In the event that other funds no longer become available, general funds will not be requested to support this program. This agreement has been approved as to form, content, and execution by the Attorney General's Office.

We respectfully request your approval.


Robert R. Scott, Commissioner

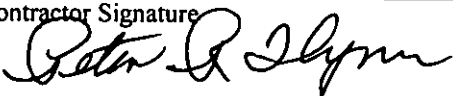
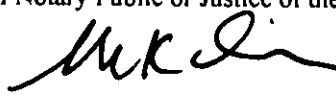


Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, PO Box 95 Concord, NH 03302-0095	
1.3 Contractor Name Town of New Boston		1.4 Contractor Address 7 Meetinghouse Hill Road, New Boston, NH 03070	
1.5 Contractor Phone Number 603-487-2279	1.6 Account Number 03-44-44-442010-38710000-073-500581	1.7 Completion Date December 31, 2026	1.8 Price Limitation \$250,000
1.9 Contracting Officer for State Agency Lori L. Sommer, DES Wetlands Bureau		1.10 State Agency Telephone Number 603-271-4059	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory PETER R. FLYNN TOWN ADMINISTRATOR	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Hillsborough</u> On <u>June 24, 2020</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]		<div style="border: 2px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> SHANNON SILVER Notary Public-New Hampshire My Commission Expires May 15, 2024 </div>	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Shannon K. Silver, Notary Public, New Hampshire</u>			
1.14 State Agency Signature  Date: <u>7/16/20</u>		1.15 Name and Title of State Agency Signatory Robert R. Scott, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>7/16/2020</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated 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 Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision 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 Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor 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 Contractor notice of termination;

8.2.2 give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

9.2 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.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor 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 or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default 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 Event of Default on the part of the Contractor.

17. 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 given in blocks 1.2 and 1.4, herein.

18. 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 Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. 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.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. 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

1. This Project Agreement (hereinafter "Agreement") is entered into by the State of New Hampshire, Department of Environmental Services, (hereinafter "DES"), and the Town of New Boston (hereinafter "Town"), for the purpose of undertaking a project of mutual interest.
 2. This Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Agreement ("Effective date") and shall end on December 31, 2026. If the provision of services by the Town precedes the Effective date, all services performed by the Town shall be performed at the sole risk of the Town and in the event this Agreement does not become effective, DES shall be under no obligation to pay the Town for costs incurred or services performed; however, if this Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Agreement.
 3. The work to be performed under the terms of this Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as part of this Agreement.
 4. That the Property involved in the project will be monitored on an annual basis for up to five years post construction to ensure the success of the activities taken and to ensure that no actions are occurring which could be detrimental to the attributes of the Property. The Town agrees to submit a copy of the annual monitoring report to DES to document the property conditions and any remedial measures taken.
 5. Total funds in the amount of \$250,000 have been allocated and are available for payment of allowable costs incurred under this Agreement. DES will not reimburse the Town for costs exceeding the amount specified in this paragraph.
 6. The Town agrees to place a sign, subject to its acceptability to the Town, at a prominent location on or near the Property. The sign should contain as a minimum the DES logo and the following statement: "This project has been carried out with assistance from the New Hampshire Aquatic Resource Mitigation Fund." Should the DES sign be damaged or destroyed, the Town agrees to work with the Department to repair or replace it with identical signage and to share any costs associated with that repair or replacement to the extent reasonably practicable.
- A. Project Title: Meadow Brook Culvert Replacement and Stream Restoration
- B. Project Period: June 1, 2021 through December 31, 2026
- C. Objectives: Meadow Brook is a tributary of the South Branch of the Piscataquog River and encompasses an area of 3.8 square miles of drainage at the crossing. Its watershed includes a large portion of New Boston's southern area and a small area in Mont Vernon. The culvert is within the town owned right-of-way and consists of four culverts (24-inch and 36-inch culvert stacked on top of two 36-inch culverts). While the stream is noted as having native brook trout habitat and being ranked highest for Wildlife Habitat in New Hampshire, it is also noted as being a flood hazard and an impediment to aquatic organism passage. The stream has a well maintained forested buffer along its entire length.

The objective of this project is to reconstruct the crossing to meet NHDES stream crossing guidelines. The crossing will replace 4 undersized culverts with a large span and a naturalized stream bed. The Town of New Boston is proposing a clear span crossing that will be 25.8 feet perpendicular to the stream and

Contractor Initials RAF
Date 6-21-2020

approximately 6 feet above the stream bed. The width was chosen to allow for the natural channel to be created and match the Rosgen stream type while the height of the opening was chosen to match the existing roadbed with only minor changes in elevation. The crossing will allow for the restoration of a natural stream bed under the span. This span will eliminate the flood hazard and provide for both aquatic and terrestrial organism passage. The design will also eliminate any ice or debris buildup that would threaten the safety of the road.

- D. **Scope of Work:** Meadow Brook currently passes through four individual culverts that have been installed at various points in time, two of which have previously been slip-lined. The existing culverts include three 36-inch diameter culverts and one 24-inch diameter culvert, all HDPE, installed at varying elevations. The combination of the culverts is undersized for the watershed area of Meadow Brook at this location. This project will remove the existing culverts, replace and reconstruct it as a precast concrete deck span set on concrete abutments. A 28-foot span structure will be installed and will have a minimum height of 6-feet above the stream bed. The stream bed will be reconstructed to mimic the natural stream bed cross-section including stream banks within the structure that will be armored with riprap stone in order to protect the abutment footings from scour. The new crossing will be installed that is designed to pass a 100-year storm event, increase flood resiliency, and reduce future maintenance at the site. The proposed crossing will have a bankfull width of 13 feet and a hydraulic opening of 25.8 feet. The total length of the crossing will be reduced from approximately 42 feet to approximately 28 feet. The result will recreate the B3 channel with an openness ratio of 5.7. This will allow for full aquatic organism passage.

The stream bed will be constructed at a 2.5% slope with the inlet held at the current elevation. A series of stone cross vanes will be installed along the interior bottom with very small drops to facilitate aquatic organism passage and prevent head cutting up stream. The stream bed will have select rounded stone to simulate natural stream condition in the culvert for aquatic organism passage. The crossing outlet will match the existing grade to facilitate fish upstream migration.

Stormwater treatment and erosion control structures will be installed in the adjacent roadway around the culvert to capture road runoff and reduce sediment inputs into Meadow Brook. Post-construction the riparian buffers will be restored stabilizing a total of approximately 260 ft² of upstream and 150 ft² downstream by installing coir fabric, New England Erosion Control/Restoration Mix for dry sites seed mix, and replanting native shrubs. Proposed work includes, but is not limited to: road closure of Lyndeborough Road and traffic management plan, installation of erosion control measures, block off and divert water flow of Meadow Brook, removal of existing culverts and headwalls, installation of the new deck slab bridge and headwalls, reconstruction of a natural stream channel through the crossing, reconstruction of Lyndeborough Road in the vicinity of the culvert, stabilization and replanting of the disturbed areas, removal of temporary erosion control measures, and 5-years of post-construction monitoring (see the monitoring plan for details).

E. **Monitoring and Performance Standards:**

A pre-construction survey will be done to document baseline conditions at the site and for a comparison to the post-construction conditions. One as-built report will be submitted to NHDES within 60 days of construction completion and will include a survey that demonstrates that target elevations and topography for the stream crossing installation, channel rehabilitation, and stream

Contractor Initials PRF
Date 6-24-2020

bank work was achieved within the restoration area. The project shall be monitored for a minimum of five years. Monitoring will be conducted during low flow (late summer) each year and following a ≥ 50 -year storm event— if one occurs within the 5-year time frame. The first year of monitoring will start once the site has been through a full growing period after completion of construction and planting in summer 2021, so monitoring will start in September 2022. Reports shall be submitted to NHDES, by December 15. The mitigation will not be considered fulfilled until performance standards have been met and this is confirmed by NHDES after consultation with USACE.

The restoration goals and performance standards for the project are:

Restoration Goal	Performance standard
Flood Hazard Mitigation	Document replacement of the four pipes with a clear span crossing that will be 25.8' perpendicular to stream and approximately 6-feet above stream bed. Document with photos. Document overtopping flood occurrences.
Culvert Adequately Passes Streamflows and Sediment	Document slope of 2.5% with as-built drawings, substrate data, and photos. Document sediment buildup, stream scour, and erosion is NOT occurring with sediment and cross-section data, and photos.
Stormwater Treatment and Road Runoff Control	Document proper installation of filter strips and BMP erosion controls <u>with as-built drawings, visual assessment, and photos.</u>
Restore Full Aquatic Organism Passage	Cross sections, photos, and substrate data to show installation. Document that sediment and water continues through the culvert with as-built drawings and photos of rock vanes.

- A. Deliverable Schedule: Construction is anticipated to start in the summer of 2021 and the project will be complete within six weeks. Construction oversight will be conducted by Northpoint Engineering, LLC. Post-construction monitoring will begin in September 2022 and conducted for 5 years per the monitoring plan.

Contractor Initials ORP
Date 6-24-2020

EXHIBIT B
BUDGET & PAYMENT METHOD

The Town shall submit requests for payment after completing each task. Upon receipt and approval by DES of the invoices, DES shall issue payment to the Town in accordance with the following:

Crossing Design, Permitting, Installation & As built Report	\$215,000
Year 1 Follow-up Monitoring (2022)	\$ 7,000
Year 2 Follow-up Monitoring (2023)	\$ 7,000
Year 3 Follow-up Monitoring (2024)	\$ 7,000
Year 4 Follow-up Monitoring (2025)	\$ 7,000
Year 5 Follow-up Monitoring (2026)	\$ 7,000
TOTAL DES ARM FUNDS	\$250,000

Total amount to be authorized following approval by the Governor and Executive Council: **\$250,000.**

Payments shall be made by DES to the Town upon approval of stated outputs and verification of the value of completed work through submittal of invoices for services rendered. DES will pay the Town within 30 days of receiving the invoice.

The payments listed above are inclusive of project labor and expenses. Invoices shall be formatted to note completion of services.

The billing address shall be as follows:

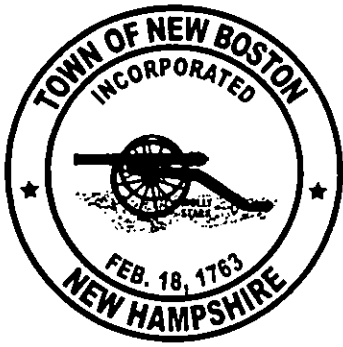
NH Department of Environmental Services
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095
ATTN: Lori Sommer, Wetlands Bureau

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

EXHIBIT C
SPECIAL PROVISIONS

This section is intentionally left blank.

Contractor Initials PRF
Date 6-24-2020



TOWN OF NEW BOSTON

7 Meetinghouse Hill Road

P.O. Box 250

New Boston, NH 03070-0250

Phone • (603) 487-2500 Fax • (603) 487-2975

www.newbostonnh.gov

June 18, 2020

Re: NHDES Aquatic Mitigation (ARM) Fund Grant

I, Peter R. Flynn, Town Administrator, do hereby certify that:

1. The New Boston Board of Selectmen, through approval of the Consent Agenda of June 18, 2020, duly authorized Peter R. Flynn, Town Administrator, to enter into agreement with New Hampshire Department of Environmental Services to execute any documents which may be necessary to effectuate this agreement.
2. This authorization has not been revoked, annulled or amended in any manner whatsoever and maintains in full force and effect as of the date herein.

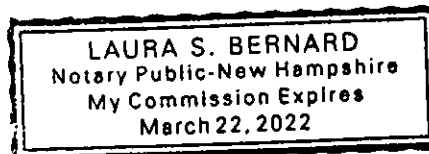
Peter R. Flynn, Town Administrator

State of New Hampshire

County of Hillsborough

On this 18th of June 2020, before me, Laura Bernard, the undersigned officer personally appeared Peter R. Flynn, who acknowledged himself as the Town Administrator for the Town of New Boston and that he, as such being authorized to do, executed the foregoing instrument for the purposes therein contained.

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





Consent Agenda

The following motion is required to allow Town Administrator Peter R. Flynn to be the authorized signature to continue the process of the acceptance of the \$250,000 ARMS Grant to be the approved signatory of all documents related.

Motion: To authorize the Town Administrator, Peter R. Flynn, to enter into agreement with the New Hampshire Department of Environmental Services to execute any documents which may be necessary to effectuate this agreement any aspect of the ARMS Grant Agreement.

This authorization has not been revoked, annulled or amended in any manner whatsoever and remains in full force and effect as of the date herein.

Vote of Action:

June 18, 2020

Signed:

Joseph Constance, Chairman

Karen Scott

David Litwinovich

June 18, 2020



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 New Boston 7 Meetinghouse Hill Road PO Box 250 New Boston, NH 03070		Member Number: 246	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2020	1/1/2021	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	1/1/2020	1/1/2021	Combined Single Limit (Each Accident)	\$5,000,000
			Aggregate	\$5,000,000
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input checked="" type="checkbox"/> Property (Special Risk includes Fire and Theft)	1/1/2020	1/1/2021	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
Description: Proof of Primex Member coverage only.				

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange By: <i>Mary Beth Purcell</i> Date: 1/22/2020 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
NH Department of Environmental Services P.O. Box 95 Concord, NH 03302-0095			

**ATTACHMENT A
2019 Aquatic Resource Mitigation Fund Grants**

Applications and Funding Amounts

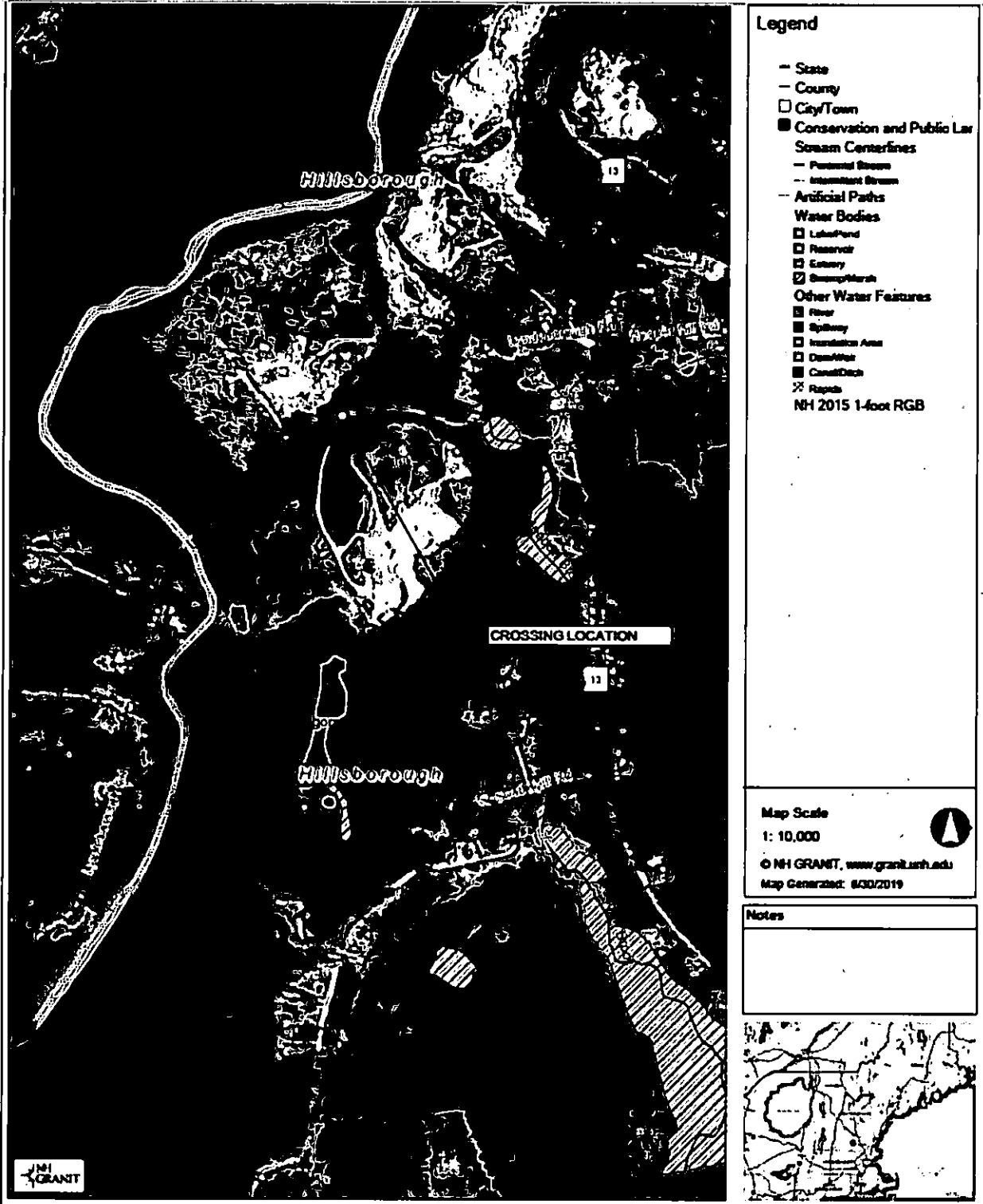
Grant Applicant	Location/Town	Requested Funding Amount	Score	Approved for Funding
Southeast Land Trust	Auburn & Candia	\$300,000	55	Yes – full funding
Fracestown Land Trust	Fracestown	\$104,108	36	Yes – full funding
Northeast Wilderness Trust	Fracestown	\$233,700	48	Yes – full funding
Piscataquog Land Conservancy	Mason	\$500,000	56	Yes – full funding
Town of New Boston	New Boston	\$250,000	54	Yes – full funding
Town of Plaistow	Plaistow	\$135,000	45	Yes – full funding

(Note: Each Committee member scores the projects and their scores are combined to create the total score.)

Site Selection Committee List

Name	Agency/Organization	Title	Years of Experience
Craig Rennie	NHDES, Land Resource Management Program	Land Resource Specialist	23
Amy Lamb	NH Dept. of Resources & Economic Development	Ecological Information Specialist	4
Michael Marchand	NH Fish and Game Department	Nongame and Endangered Species Coordinator	17
Peter Steckler	The Nature Conservancy	Director Freshwater Science & Conservation	17
Michael Burke	NH Rivers Council/ American Rivers	Water Resources Engineer	15
Rick Van de Poll	NH Association of Conservation Commissions	Town of Sandwich	41
Brian Hotz	Society for the Protection of NH Forests	Vice President for Land Conservation	24
Tracy Tarr	NH Association of Natural Scientists	Wetland Scientist	37
Stephen Walker	Office of Strategic Initiatives	CLSP Director	26

ATTACHMENT B
LYNDEBOROUGH ROAD CULVERT REPLACEMENT/TOWN OF NEW BOSTON



Legend

- State
- County
- City/Town
- Conservation and Public Land
- Stream Centerlines**
- Perennial Stream
- Intermittent Stream
- Artificial Paths
- Water Bodies**
- Lake/Pond
- Reservoir
- Estuary
- ▨ Swamp/Marsh
- Other Water Features**
- Flow
- Spillway
- Irrigation Area
- OpenWater
- Canal/Ditch
- ⊗ Rapids
- NH 2015 1-foot RGB

Map Scale
 1: 10,000



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 Map Generated: 6/30/2019

Notes

