



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

Robert R. Scott, Commissioner

APR 03 '19 AM 9:46 DAS



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March 29, 2019

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 (DES) to award an Aquatic Resource Mitigation (ARM) Fund grant to the Town of Durham (Town), Durham, NH (Vendor Code #177383-B001) in the amount of \$250,000 to restore lost and degraded salt marsh along the tidal Oyster River at the Wagon Hill Farm property, effective upon Governor and Council approval through December 31, 2024. 100% ARM Funds.

Funding is available in the account as follows:

	<u>FY'19</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 DES 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. The 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 Salmon Falls-Piscataqua River watershed in April, 2018. The Town application was received and on November 28, 2018, DES announced the decision to fund the Town project in the Salmon Falls – Piscataqua River watershed. The project proposed 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.

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and the Honorable Council

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The project proposes to construct a living shoreline to improve ecosystem services including high quality habitat, nitrogen cycling, and carbon storage, as well as allowing salt marsh migration on the Oyster River. There will be approximately 300 feet of shoreline regraded and planted to restore the salt marsh and tidal buffer. A comprehensive monitoring plan will address maintenance and longevity of erosion controls, and the structural, and biological components of the living shoreline. 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.

Respectfully submitted,



Robert R. Scott, Commissioner


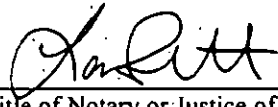
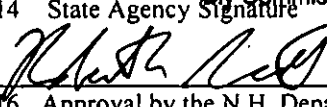
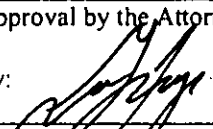
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. 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 Durham		1.4 Contractor Address 8 Newmarket Road, Durham NH 03824	
1.5 Contractor Phone Number 603-868-5571	1.6 Account Number 03-44-44-442010-38710000-073-500581	1.7 Completion Date December 31, 2024	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 Todd I. Selig, Town Administrator	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Stafford</u> On <u>March 18, 2019</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 and Title of Notary or Justice of the Peace LORRIE L. PITT, Notary Public Justice of the Peace			
1.14 State Agency Signature 		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>4/2/19</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

Contractor Initials

Date

  
3/18/14

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.

Contractor Initials

Date

  
3/15/11

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.

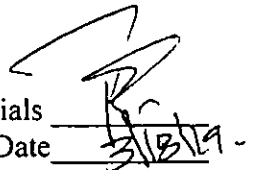
**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**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.

Contractor Initials

Date

Handwritten signature and date: 3/12/19

**PROJECT AGREEMENT**


Between the  
STATE OF NEW HAMPSHIRE, Department of Environmental Services  
and the Town of Durham

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1. This Project Agreement (hereinafter "Agreement") is entered by the State of New Hampshire, Department of Environmental Services, (hereinafter "DES"), and the Town of Durham (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, 2024. 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 at least 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 reports to DES by January 30<sup>th</sup> of each year to document the property conditions, progress towards performance measures, 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 Salt Marsh and Cord Grasses restoration project has been restored 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 to the extent reasonably practicable. The Town also agrees that where significant signage is placed at major access points, the ARM Fund program will be identified as a contributing partner to the acquisition of easement interests and the long-term protection of the Property.

Contractor Initials

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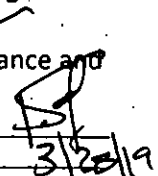
  
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**EXHIBIT A**  
**SCOPE OF SERVICES**

- A. Project Title: Wagon Hill Farm Shoreland Erosion Restoration
- B. Project Period: Construction May 2019 – September 2019. Monitoring 2019-2024
- C. Objectives: Restoration of 310 feet of eroded salt water marshland and the installation of protective barriers to control visitors and their dogs at Wagon Hill Farm. Installation of a granite walkway area to allow folks water access while separating an existing beach area from the salt marsh. Installation of a 70 ft long stormwater collection system with six layers of treatment prior to discharging into the Great Bay area. Lastly, the installation of a wooden deck for visitors to enjoy the view and take pictures of the Great Bay area.
- D. Scope of Work/Description of the Project Schedule:
- a. Work begins with signage and fencing to alert visitors of truck traffic and construction areas.
  - b. The wetlands permit will be posted on the site.
  - c. Install the erosion controls for the work site.
  - d. Prep the laydown area and truck in supplies featuring stone, native loam/soils, native gravel, crushed stone, coir logs, root wads, native sand, wood chips, granite pieces and geotextile fabric.
  - e. Build the temporary gravel road down to the water front for access along the shoreline.
  - f. Build the sills with native soils, stones, root wads and coir logs to complete the new sills.
  - g. Hold a planting day for the *Spartina alterniflora* and *Spartina patens* which will complete the reconstructed salt marsh. The \$70,000 worth of native cord grasses, which total 5,700 native plants, have been growing in a greenhouse in Biddeford, Maine for the past year. This unique growing strategy allowed the grasses to grow to a healthy/mature 2-foot-tall plants. The plants have been growing in breakaway trays as a cluster of 32 plants which gives them the ability to better survive transplanting to the new marsh.
  - h. Install 700 feet of new three-rail western cedar fencing reinforced with black vinyl coating which will keep visitors and dogs away from the newly planted marsh grasses.
  - i. Build the 70-foot-long bio-retention stormwater treatment swale/rain garden system which will treat 15 acres of upland area near the new salt marsh.
  - j. Install New Hampshire granite pieces for people to use to enter the water and which create a buffer between the sand area and the mud flats.
  - k. Construct wooden observation deck over looking the historic stone pier which will allow people to take pictures of beautiful Great Bay.
  - l. Lastly landscape the entire area with native trees, shrubs, topsoil and grass.
- E Deliverable Schedule:
- March 2019 – Permitting and Bidding
- April 2019 – Purchase and Stockpile Supplies
- May 2019 – Survey, Layout, Reconstruction of Salt Marsh, Installation of Marsh Grasses
- June 2019 - Stormwater treatment system. Granite walkway to water. 700 feet of fencing. Observation Deck installation. Final Landscaping. Signage.
- June 2019 – December 2024 – Annual monitoring will be done to measure site performance and

Contractor Initials

Date

  
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assess whether the project has reached the established performance standards.


Performance standards that will be evaluated annually by the project team include:

- a. Shoreline Stability- measures to demonstrate reduced erosion and shoreline stability.
  - a. Plan view map from aerial imagery
  - b. Cross-sections across the new marsh to map topography
  - c. Erosion (pins) to measure bank recession each year.
- b. Marsh Habitat- surveys to support whether the new marsh is providing suitable habitat for intertidal/tidal species.
  - a. Vegetation surveys to assess planting survival
  - b. Pore water measurements to evaluate water chemistry
  - c. Benthic invertebrates to assess habitat suitability
  - d. Fish surveys to assess marsh habitat suitability
  - e. Marker Horizons to measure accretion rates of sediment for invertebrate habitat
- c. Tidal Buffer Zone- surveys of the upland area will assess whether the vegetative community is an adequate buffer for the new marsh.
  - a. Surveys of plantings in the upland buffer to ensure adequate cover.
  - b. Vegetation surveys will identify whether management of invasive plants is necessary.
- d. Outreach- Observations at the site will show whether visitors are understanding
  - a. The town web site will be kept current to communicate messages to potential park visitors.
  - b. Signage on site will checked in the field to ensure it is still in place, visible, and not damaged.
- e. Stormwater management system- Annual inspection of the upland area will ensure stormwater treatment structures are functioning as designed and regular maintenance performed.
  - a. Runoff will be sampled to assess whether nitrogen and sediment levels have been reduced by the stormwater treatment structure.

**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:

TASK	BUDGET	PAYMENT METHOD
Marsh Soils Restoration	\$79,500	Following DES Inspection
Planting Spartina Marsh Grasses	\$16,323	Following DES Inspection
Stormwater Treatment System	\$11,225	Following DES Inspection
Monitoring (5 years, \$15,725 per year)	\$78,625	Following receipt of yearly report
Fencing	\$38,681	Following installation
Shoreline Buffer Plantings	\$22,646	Following DES Inspection
Signage	\$ 3,000	Following installation
<b>TOTAL</b>	<b>\$250,000</b>	

  
 Contractor Initials \_\_\_\_\_  
 Date 3/28/19

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

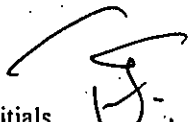
Invoices shall be approved by the Contract Officer before payment is processed.

**EXHIBIT C**  
**SPECIAL PROVISIONS**

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Contractor Initials

Date

  
3/28/19



DEPARTMENT OF PUBLIC WORKS  
TOWN OF DURHAM  
100 STONE QUARRY DRIVE  
DURHAM, NH 03824  
603/868-5578  
FAX 603/868-8063

February 7, 2019

RE: NH DES Aquatic Mitigation Fund (ARM) Grant

I, Todd I. Selig, Town Administrator, do hereby certify that:

1. The Durham Town Council has authorized Todd I. Selig, Town Administrator, to enter into an agreement with the 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 remains in full force and effect as of the date hereof; and

Todd I. Selig

State of New Hampshire

County of Strafford *march 2*

On this 18 day of ~~February~~, 2019, before me, Lorrie Pitt, the undersigned officer personally appeared Todd I. Selig, who acknowledged himself as Town Administrator for the Town of Durham and that he, as such being authorized to do, executed the forgoing instrument for the purpose therein contained.

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



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

<b>Participating Member:</b> Town of Durham 8 Newmarket Road Durham, NH 03824-2898		<b>Member Number:</b> 160	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
X	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
	<b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2018	7/1/2019	Each Occurrence	\$ 5,000,000
				General Aggregate	\$ 5,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	<b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
X	<b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2019	1/1/2020	X    Statutory	\$2,000,000
				Each Accident	\$2,000,000
				Disease - Each Employee	
				Disease - Policy Limit	
	<b>Property (Special Risk Includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
State of New Hampshire Department of Environmental Services 29 Hazen Drive Concord, NH 03301			By: <i>Mary Beth Purcell</i>
			Date: 3/21/2019    mpurcell@nhprimex.org  Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

**ATTACHMENT A**  
**2018 Aquatic Resource Mitigation Fund Grants**  
**Applications and Funding Amounts**

Grant Applicant	Location/ Town	Funds Requested	Score	Approved for Funding
Southeast Land Trust of NH	New Durham	\$350,000	65	Yes -\$190,370 from Salmon Falls – Piscataqua and \$17,500 from Pemi-Winni Service Areas
Southeast Land Trust of NH	Epping	\$200,000	50	Yes - \$200,000
The Nature Conservancy	Durham	\$100,000	44	Yes - \$50,000
Town of Durham	Durham	\$295,350	44	Yes - \$250,000
The Nature Conservancy	Durham	\$100,000	62	Yes - \$100,000
Town of Newmarket	Newmarket	\$200,000	57	Yes - \$200,000
Southeast Land Trust of NH	Epping	\$158,000	59	Yes - \$158,000
Southeast Land Trust of NH	Fremont	\$122,130	50	Yes - \$122,130
Town of Rye	Rye	\$75,000	38	No
University of New Hampshire	Dover	\$276,968	30	No
University of New Hampshire	Portsmouth	\$274,757	28	No
Town of Hampton	Hampton	\$88,000	34	No
Rockingham County Conservation District	Rye	\$34,270	40	No

(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	22
Pete Bowman	NH Dept. of Resources & Economic Development	Ecological Information Specialist	20
Michael Marchand	NH Fish and Game Department	Nongame & Endangered Species Coordinator	16
Stephen Walker	Office of Strategic Initiatives	CLSP Director	25
Nancy Rendall	NH Association of Natural Resource Scientists	Wetland Scientist	36
Brian Hotz	Society for the Protection of NH Forests	Vice President, Land Conservation	23
Rick Van de Poll	NH Association of Conservation Commissions	Town of Sandwich	40

ATTACHMENT B

Living Shoreline for Wagon Hill Farm/Durham

