



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner



June 16, 2014

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

Retroactive

REQUESTED ACTION

Authorize the Department of Environmental Services to **retroactively** amend an agreement (PO# 1008402) with the Town of New Ipswich, NH, (VC #159917), for the *Implementation of the Furnace Brook Watershed Restoration Plan: Phase 1* project by extending the completion date to December 31, 2014 from December 31, 2013, effective upon Governor and Council approval through December 31, 2014. The original agreement was approved by G&C on June 9, 2010, Item # 67, and Amendment 1 was approved by G&C on February 6, 2013, Item #58. No additional funding is requested in this amendment. 100% Federal Funds.

EXPLANATION

DES is requesting approval of this amendment in order to provide the Town of New Ipswich additional time to complete the project's scope of services and the supplemental project tasks added in Amendment 1. The amendment request is **retroactive** due to Town staffing changes during a critical period of the project, resulting in their delaying a request to extend the grant until May of this year. Please see Attachment A for a copy of the original Grant Agreement and Amendment 1.

The primary reason that this requested extension became necessary is that the Town of New Ipswich appropriated funding at their 2013 town meeting that enabled the Department of Public Works (DPW) to proceed with priority road repairs, upgrades, and paving projects that were long overdue in the wake of Hurricane Irene. The DPW personnel that were dedicated to implementing the watershed restoration project's planned structural Best Management Practices (BMPs) were re-directed to high priority paving and road repair projects. This left no time during the 2013 outdoor construction season to complete the full set of BMPs proposed under the Grant Agreement. Although the DPW was able to install two of the four BMPs by October 2013, those efforts represented only half of the scope of work anticipated for this project. This time extension would allow the Town to complete the remaining work during the 2014 construction season. To date, approximately 70% of the grant amount has been expended.

In late 2013, the New Ipswich Town Administrator position was vacated, and the position remained vacant for several months. The absence of the Town Administrator, who was serving as project manager for this project, caused significant delays in the project administration that was required to deal with the construction delays and the corresponding extension request. The Town Administrator position is now

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
Page 2

filled, DPW staff is available for construction, and this extension will allow the completion of the remaining stormwater BMPs.

In the event that Federal Funds become no longer available, General Funds will not be requested to support this program. This amendment has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.


Thomas S. Burack, Commissioner

Agreement for Services with the Town of New Ipswich
Amendment No. 2

This Agreement (hereinafter called the "Amendment") dated this 5th day of May, 2014, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the "State") and the Town of New Ipswich, acting by and through its office, name of officer (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council on June 9, 2010, and Amendment 1 approved by the Governor and Council on February 6, 2013 the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, The Grantee and the State have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and Amendment 1, and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
 - (A) The Completion Date as set forth in sub-paragraph 1.6 of the agreement shall be changed from December 31, 2013 to December 31, 2014.

2. Effective Date of Amendment: This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.

3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Grantee Initials YLF
Date: 5/29/14

In witness whereof, the parties have hereunto set their hands as of the day and year first above written.

Town of New Ipswich

By George H. Lawrence
George H. Lawrence, Chairman, Board of Selectmen

On this the 27th day of May, 2014, before the undersigned officer, personally appeared George H. Lawrence who acknowledged herself to be the person who executed the foregoing instrument for the purpose therein contained.

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

Cynthia L. Lussier
Cynthia L. Lussier, Notary Public

My Commission expires: 10/26/16

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By Thomas S. Burack
Thomas S. Burack, Commissioner

Approved by Attorney General this 30th day of June, 2014

OFFICE OF ATTORNEY GENERAL

By [Signature]

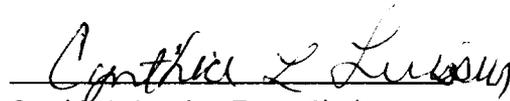
GHJ
Grantee Initials
Date: 5/29/14

CERTIFICATE OF AUTHORITY

I, Cynthia L. Lussier, Town Clerk of New Ipswich, New Hampshire do hereby certify that:

- (1) at the Town Meeting held March 13, 2012, 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) at the regular meeting on April 27, 2010, the Board of Selectmen voted to accept federal Clean Water Act funds and enter into a contract with the New Hampshire Department of Environmental Services. The Board of Selectmen further authorized George H. Lawrence to execute any documents which may be necessary to effectuate this contract.
- (3) the Town of New Ipswich warrants that 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
- (4) the following person has been appointed to and now occupies the office indicated under item (2) above: George H. Lawrence

IN WITNESS WHEREOF, I have hereunto set my hand as the Town Clerk of New Ipswich, New Hampshire, this 29th day of May, 2014.


Cynthia L. Lussier, Town Clerk

State of New Hampshire
County of Hillsborough

On this the 29th day of May, 2014, before me Robin Broden, the undersigned officer, personally appeared Cynthia L. Lussier who acknowledged herself to be the Town Clerk of New Ipswich, 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.


Robin Broden, Notary Public
Commission Expires October 3, 2017

CERTIFICATE OF COVERAGE

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

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

Participating Member: Member Number:	All Members (List Attached)	Companies Affording Coverage (the "Companies"): Company A: Local Government Center Property-Liability Trust, LLC Company B: Local Government Center Workers' Compensation Trust, LLC P.O. Box 617, Concord, NH 03302-0617		
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)	
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2013	6/30/2014	Each Occurrence	\$5,000,000
			General Aggregate	\$
			Personal & Adv Injury	\$
			Med Exp (any one person)	\$
			Products -Comp/Op Agg	\$
			Fire Damage (each fire)	\$
<input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2013	6/30/2014	Each Occurrence	\$5,000,000
			Bodily Injury (per person)	\$
			Bodily Injury (per accident)	\$
			Property Damage (per accident)	\$
<input type="checkbox"/> Excess Liability			Each Occurrence	\$ N/A
			Aggregate	\$ N/A
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2013	6/30/2014		\$Per scheduled limits and Member Agreement
<input type="checkbox"/> Workers Compensation (Coverage A) Employers' Liability (Coverage B)			<input type="checkbox"/> Statutory / Cov. A	
			Each Accident / Cov. B	\$ 2,000,000
			Disease - Each Employee	\$ 2,000,000
			Disease - Policy Limit	\$ 2,000,000
Description: The State of New Hampshire is named as Additional Covered Party relative to the Grant Agreements between the State of New Hampshire, Department of Environmental Services and Members on the attached list.				

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

	<input checked="" type="checkbox"/> Additional Covered Party	<input type="checkbox"/> Loss Payee, as his, her or its interests appear
<p><i>Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*</i></p>		
Certificate Holder: State of New Hampshire Department of Environmental Services ATTN: Jeffrey Marcoux, Watershed Asst. Specialist 29 Hazen Drive PO Box 95 Concord, NH 03302-0095	Companies By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>7/1/2013</u>	Please direct inquiries to: Debra A. Lewis 603.226-1322 x3332

*Terms in quotes are defined in the Member Agreement.

NEIP	Town of New Ipswich
NELO	Town of New London
NELS	Town of Nelson
NESD	Nelson School District
NESP	New London Springfield Water Prec
NEWB	Town of Newbury
NEWF	Newfields School District
NEWI	Town of Newington
NEWM	Town of Newmarket
NEWS	Newport School District
NEWT	Town of Newton
NEXT	NEXT Charter School
NHAC	NH Association of Counties
NHMB	NH Municipal Bond Bank
NHSB	NH School Boards Association
NOCC	North Country Council
NOCE	North Country Emergency Response Team
NOCO	North Conway Water Precinct
NOCY	North Country Charter Academy
NOHV	North Haverhill Water & Light
NORV	Village of Northwood Ridge Water District
NOSW	North Swanzey Water & Fire Precinct
NOTT	Town of Nottingham
NOWA	North Walpole Village District
ORAN	Town of Orange
ORFV	Orford Village District
OSSI	Town of Ossipee
PACE	PACE Career Academy Charter School
PEBO	Penacook Boscawen Water Precinct
PEBS	Pembroke School District
PELH	Town of Pelham
PEMB	Town of Pembroke
PEMI	Pemi-Baker Regional School District
PEMW	Pembroke Water Works
PENA	Penacook Civil Defense Rescue
PIER	Town of Piermont
PILL	Pillsbury Lake Village District
PITS	Town of Pittsburg
PITT	Town of Pittsfield
PLAS	Town of Plaistow
PLYM	Town of Plymouth
PLYS	Plymouth School District
PLYV	Plymouth Village Water & Sewer
POLA	Polaris Charter School
PORT	City of Portsmouth
RAND	Town of Randolph
RAYS	SAU #33 - Raymond



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.

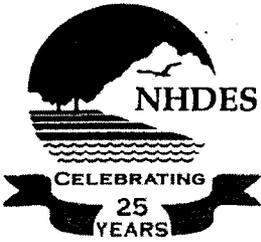
Participating Member: Town of New Ipswich 661 Turnpike Road New Ipswich, NH 03071	Member Number: 253	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limit or Statutory Limit May Apply
<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	1/1/2014	1/1/2015	<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
Town of New Ipswich 661 Turnpike Road New Ipswich, NH 03071			By: <i>Tammy Denver</i> Date: 5/27/2014 tdenver@nhprimex.org Please direct Inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-225-3833 fax

Attachment A
Copy of Original Grant Agreement and Amendment 1



The State of New Hampshire
Department of Environmental Services

Thomas S. Burack, Commissioner

*Celebrating 25 Years of Protecting
New Hampshire's Environment*

January 3, 2013



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

APPROVED G & C
DATE 2/6/13
ITEM # 58

REQUESTED ACTION

Authorize the Department of Environmental Services to **retroactively** amend an agreement (PO# 1008402) with the Town of New Ipswich, NH, (VC #159917), *Implementation of the Furnace Brook Watershed Restoration Plan: Phase 1* project by: a) increasing the grant limitation by \$7,000, from \$71,500 to \$78,500; b) increasing that match requirement by \$4,669, from \$47,690 to \$52,359; and, c) extending the completion date to December 31, 2013 from December 31, 2012, effective upon Governor and Council approval through December 31, 2013. The original agreement was approved by G&C on June 9, 2010, Item # 67. 100% Federal Funds.

Funding is available in the account as follows:

03-44-44-442010-2035-072-500574
Dept. Environmental Services, NPS Restoration Program, Grants - Federal

FY 2013
\$7,000

COPY

EXPLANATION

DES is requesting approval of this amendment in order to provide the Town of New Ipswich additional time and funding with which to complete the project's scope of services and supplemental project tasks. The amendment request is **retroactive** because of unanticipated delays in the review and approval of the proposed amendment by the Town's Board of Selectmen. Please see Attachment B for a copy of the original Grant Agreement.

Furnace Brook flows through the center of downtown New Ipswich and drains a four square mile watershed. Furnace Brook receives excessive loads of bacteria, suspended solids, nutrients, and other pollutants from stormwater generated within the watershed. Over the past two years, a Total Maximum Daily Load (TMDL) and watershed based restoration plan have been developed for Furnace Brook through a cooperative effort involving the Town, DES, and EPA. The goal of these activities was to identify the sources, quantities, and prioritized mitigation activities required to remove the bacteria impairment and restore Furnace Brook. This project seeks to further those activities by implementing Best Management Practices (BMPs) to remediate pollution sources in the watershed. The BMPs include both structural stormwater treatment devices, and behavior change practices.

The primary reason for this extension is that most of one construction season was lost due to damage caused by Hurricane Irene. The ensuing storm clean-up required the full attention of the New Ipswich Public Works Department, preventing them from fulfilling their critical role in constructing this project's BMPs. The additional funding and task revisions have become necessary due to new information that has presented itself as the project has developed, including: 1) a BMP which requires additional riparian buffer plantings due to the final design's increase in treatment area; 2) more detailed bacteria source inspections which will be needed based upon results of the septic system survey; and, 3) the need for additional steering committee meetings to keep residents apprised of the project results during the extended project period.

The revised total project costs are budgeted at \$130,859. DES will provide \$78,500 (60%) of the project costs through a federal grant and the Town of New Ipswich will provide the remaining costs through cash and in-kind services. The revised budget breakdown is provided in Attachment A. As required by Section 319 of the Clean Water Act, federal funds provided to this project must be matched by a local, state, or private share of at least 40 percent. In the event that Federal Funds become no longer available, General Funds will not be requested to support this program. This amendment has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.

COPY


Thomas S. Burack, Commissioner

**Agreement for Services with the Town of New Ipswich
Amendment No. 1**

This Agreement (hereinafter called the "Amendment") dated this 7th day of November, 2012, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the "State") and the Town of New Ipswich, acting by and through its Board of Selectmen, George Lawrence, Chairman of the Board (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council on June 9, 2010, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, The Grantee and the State have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
 - (A) The Completion Date as set forth in sub-paragraph 1.5 of the agreement shall be changed from December 31, 2012 to December 31, 2013.
 - (B) The Grant Limitation as set forth in sub-paragraph 1.8 of the agreement shall be changed from \$71,500 to \$78,500.
 - (C) The Total Match Cost Documentation as set forth in Exhibit B, Paragraph 1 shall be changed from \$47,690 to \$52,359.
 - (D) The Scope of Services shall be changed to amend the descriptions of the following tasks:

Task Number	Task Description
8	Site RW1-B - Infiltration trench – Coordinate with the selected consultant to design and install an infiltration trench along Temple Road on Willow Brook and complete additional riparian plantings as per the 2012 revised design.
9	Site RW1-D - School parking lot – Coordinate with the selected consultant to design stormwater BMPs to buffer school parking lot from Willow Brook and complete additional riparian plantings as per the 2012 revised design.
10	Site RW1-E - Buffer south of Route 124 – Coordinate with the selected consultant to install vegetated buffer along Willow Brook immediately south of Route 124 and complete additional riparian plantings as per the 2012 revised design.
24	Coordinate with the consultant to initiate homeowner discussion through phone calls, letters and meetings. Respond to results from the initial survey including the use of canine scent trackers to assist in addressing the question of the extent of impact of private wastewater treatment systems in the watershed. No monitoring or other data collection shall precede DES approval of appropriate quality assurance documents.

Grantee Initials GL

Date: _____

12/11/12

25	Conduct routine project steering committee meetings to monitor and track project progress including two additional meetings to be completed prior to December 31, 2013.
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(E) The Contract Price and Method of payment as set forth in Exhibit B shall be changed as follows:

Task Description	Original Payment	Revised Payment	Difference
Upon completion and DES approval of Tasks 1 and 2	\$500	\$500	\$0
Upon completion and DES approval of Task 3	\$5,000	\$5,000	\$0
Upon completion and DES approval of Task 4	\$5,000	\$5,000	\$0
Upon completion and DES approval of Task 6	\$15,000	\$15,000	\$0
Upon completion and DES approval of Task 7	\$2,000	\$2,000	\$0
Upon completion and DES approval of Task 8	\$6,000	\$7,000	+\$1,000
Upon completion and DES approval of Task 9	\$6,000	\$7,000	+\$1,000
Upon completion and DES approval of Task 10	\$2,000	\$3,000	+\$1,000
Upon completion and DES approval of Task 11	\$250	\$250	\$0
Upon completion and DES approval of Task 12	\$1,000	\$1,000	\$0
Upon completion and DES approval of Task 13	\$4,000	\$4,000	\$0
Upon completion and DES approval of Task 14	\$2,000	\$2,000	\$0
Upon completion and DES approval of Task 15	\$250	\$250	\$0
Upon completion and DES approval of Task 16	\$4,000	\$4,000	\$0
Upon completion and DES approval of Task 17	\$1,000	\$1,000	\$0
Upon completion and DES approval of Task 18	\$2,000	\$2,000	\$0
Upon completion and DES approval of Task 19	\$250	\$250	\$0
Upon completion and DES approval of Task 20	\$5,000	\$5,000	\$0
Upon completion and DES approval of Task 21	\$5,000	\$5,000	\$0
Upon completion and DES approval of Tasks 22 and 23	\$2,000	\$2,000	\$0
Upon completion and DES approval of Task 24	\$1,500	\$4,500	+ \$3,000
Upon completion and DES approval of Task 25	\$250	\$1,250	+ \$1,000
Upon completion and DES approval of Tasks 26 thru 28	\$250	\$250	\$0
Upon completion and DES approval of Task 29	\$250	\$250	\$0
Upon completion and DES approval of Task 30	\$250	\$250	\$0
Upon completion and DES approval of Task 31	\$500	\$500	\$0
TOTALS	\$71,500	\$78,500	+ \$7,000

2. **Effective Date of Amendment:** This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.
3. **Continuance of Agreement:** Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Grantee Initials *HL*
Date: *12/14/12*

Attachment B: Copy of Original Grant Agreement

COPY



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner
May 27, 2010

His Excellency, Governor John H. Lynch
and The Honorable Council
State House
Concord, NH 03301

APPROVED G & C
DATE 6/9/10
ITEM # 67

REQUESTED ACTION

Authorize the Department of Environmental Services to enter into an agreement with the Town of New Ipswich, NH, VC #159917, in the amount of \$71,500 to complete the *Implementation of the Furnace Brook Watershed Restoration Plan: Phase 1* project effective upon Governor and Council approval through December 31, 2012. 100% Federal Funds.

Funding is available in the account as follows:

03-44-44-442010-2035-102-500731 FY 2010 \$71,500
Dept Environmental Services, NPS Restoration Program, Contracts for Program Services

DESCRIPTION

The Department of Environmental Services issued a Request For Proposals (RFP) for the 2010 Watershed Restoration Grants program. The proposal process is a two-part process involving pre-proposals, and full proposals. Eleven pre-proposals were received. The pre-proposals were ranked based on the criteria included in the RFP: water quality benefits, potential to restore impaired waters, commitment of local support, clarity of project outcomes, tasks matching goals, and overall quality of the proposal. The eight highest ranking organizations were invited to attend an interview with DES staff to further discuss the proposed project, and then invited to submit full proposals. Based on results of the interview, quality of the full proposal submitted, and available federal grant funding, seven projects were selected to receive funding. Please see Attachment B for a list of project rankings and review team members.

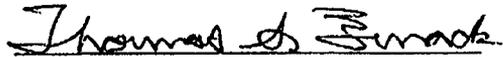
The DES Watershed Assistance Section focuses on the reduction of nonpoint source (NPS) pollution. NPS pollution occurs when rainfall, snowmelt, or irrigation water runs over land or through the ground, transporting materials which are then deposited into rivers, lakes, and coastal waters, or introduced into the groundwater. Pollutants can include chemicals, sediments, nutrients, and toxics. These materials can have harmful effects on drinking water supplies, recreation, fisheries, and wildlife. Land development or changes in land use can also cause NPS pollution by disrupting the natural hydrology of a water body, increasing impervious surfaces, and contributing to the loss of aquatic habitat. Watershed Assistance programs address NPS pollution by managing land use and drainage on a watershed scale.

Furnace Brook flows through the center of downtown New Ipswich and drains a four square mile watershed. The water quality in Furnace Brook has been adversely impacted by local land use activities. The Brook is listed on the State's list of impaired waters, failing to meet the designated uses of swimming and aquatic life use support due to elevated concentrations of bacteria and insufficient concentrations of dissolved oxygen. Furnace Brook receives excessive loads of bacteria, suspended solids, nutrients, and other pollutants from stormwater generated within the watershed. Over the past two years, a Total Maximum Daily Load (TMDL) and watershed-based restoration plan have been developed for Furnace Brook through a cooperative effort involving the Town, DES, and EPA. The goal of these planning activities was to identify the sources, quantities, and prioritized mitigation activities required to remove the bacteria impairment and restore Furnace Brook.

This project seeks to further those activities by implementing Best Management Practices (BMPs) to remediate pollution sources in the watershed. The BMPs will include both structural stormwater treatment devices, and behavior change practices. Structural BMPs will include items such as vegetated buffers, infiltration trenches, and swales. Non-structural BMPs will include the development of a plan and selecting methods which will assist a local business owner with eliminating contamination from a small pre-regulatory stream-side commercial lot. Additionally, the project involves the development of a septic system management plan. This septic system plan will seek to positively identify problematic septic systems which contribute bacteria to the Brook, and identify plans and resources to correct those issues. The grantee will provide DES with regular progress reports, and a comprehensive final report detailing project outcomes.

The total project costs are budgeted at \$119,189. DES will provide \$71,500 (60%) of the project costs through a federal grant and Town of New Ipswich will provide the remaining costs through cash and in-kind services. A budget breakdown is provided in Attachment A. As required by Section 319 of the Clean Water Act, federal funds provided to this project must be matched by a local, state, or private share of at least 40 percent. In the event that federal funds become no longer available, general funds will not be requested to support this program.

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


Thomas S. Burack, Commissioner

GRANT AGREEMENT

Subject: Implementation of the Furnace Brook Watershed Restoration Plan: Phase 1

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

GENERAL PROVISIONS

I. 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 New Ipswich		1.4 Grantee Address 661 Turnpike Road New Ipswich, NH 03071	
1.5 Effective Date Upon G&C approval	1.6 Completion Date December 31, 2012	1.7 Audit Date N/A	1.8 Grant Limitation \$71,500
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 <i>James Coffey</i>		1.12 Name & Title of Grantee Signor James Coffey, Chairman – Board of Selectmen	
1.13 Acknowledgment: State of New Hampshire, County of <u>Hillsborough</u> On <u>4/27/2010</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)		<i>Marie Knowlton</i> MARIE KNOWLTON NOTARY PUBLIC State of New Hampshire My Commission Expires May 7, 2013	
1.13.2 Name & Title of Notary Public or Justice of the Peace Marie Knowlton – Notary Public			
1.14 State Agency Signature(s) <i>Thomas S. Burack</i>		1.15 Name/Title of State Agency Signor(s) Thomas S. Burack, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By: <i>E. J. Mulhearn</i> Attorney, On: <u>5/24/2010</u>			
1.17 Approval by the Governor and Council By: _____ On: <u>1/1</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, or use 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 the 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 or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal 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 or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall

survive the termination of this agreement.

17. INSURANCE 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 address to the parties at the addresses first above given.

20. AMENDMENTS. 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 New Ipswich, NH shall perform the following tasks as described in the detailed proposal titled *Implementation of the Furnace Brook Watershed Restoration Plan: Phase 1*, revised version submitted by the Town of New Ipswich, NH, on February 12, 2010:

Objective 1: By July 2010, the Town of New Ipswich will enter into contracts with consultants to perform the scopes of work outlined in the Request for Proposals (RFP) or Request for Qualifications (RFQ).

Measures of Success: The Town of New Ipswich will have a signed contract with the selected consultants to perform the agreed upon scopes of work.

Deliverable 1A: Signed contracts between the Town of New Ipswich and consultants.

Task 1: Develop scopes of work for the project consultants and complete a RFP/RFQ in compliance with federal requirements. Submit RFP/RFQ documents to DES for review and approval prior to publication.

Task 2: Select most qualified consulting firms to complete the scopes of work as outlined in the RFP/RFQ. The Town of New Ipswich and selected consulting firms will negotiate a contract for services and enter into an agreement to complete the scopes of work. Submit contract documents to DES for review and approval prior to signature.

Objective 2: Submit a Site Specific Project Plan (SSPP) for monitoring and Quality Assurance Project Plan (QAPP) for data analysis and conduct analysis to estimate bacteria and other pollutant load reductions associated with mitigation measures.

Measures of Success: Confirmation of estimated bacteria and other pollutant load reductions through volunteer monitoring, under an approved SSPP and/or QAPP in the Furnace Brook watershed will yield data that will be incorporated into the DES Environmental Monitoring Database (EMD). This data will be used to determine whether or not Furnace Brook is meeting designated uses and lead to an environmental success story for the U.S. EPA.

Deliverable 2A: Complete project Quality Assurance and Quality Control documents, estimate bacteria loading, and provide documentation to DES.

Task 3: Coordinate with the consultant to develop and submit a site-specific project plan for monitoring and a secondary data QAPP for data analysis. No monitoring or data analysis will precede the DES and EPA approval of the quality assurance documents.

Task 4: Complete Pollutant Load Reduction Estimates for bacteria loading for each type of source and each site to be mitigated.

Objective 3: Implement stormwater Best Management Practices (BMPs) along Temple Road.

Measures of Success: Reductions in bacteria loads will be estimated for each mitigation measure using the method applied in the Watershed Restoration Plan (WRP). Photo documentation of BMP installation work will be provided. Water quality monitoring for bacteria and other pollutants will be conducted to measure improvements in the Brook. BMPs will mitigate an estimated 1,100 linear feet

of roadway and several acres of developed area runoff.

Deliverable 3A: Provide DES with documentation of Implemented BMPs at Temple Road area.

Task 5: Submit an Operation and Maintenance (O & M) Plan for each BMP 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

Task 6: Site LT2 – Ball field parking lot BMPs – Coordinate with the selected consultant to design and install an infiltration trench and vegetated buffer between the ball field parking lot and Furnace Brook.

Task 7: Site RW1-A - Swale buffer – Coordinate with the selected consultant to design and install stormwater BMP at the Temple Road swale adjacent to Willow Brook.

Task 8: Site RW1-B - Infiltration trench – Coordinate with the selected consultant to design and install an infiltration trench along Temple Road on Willow Brook.

Task 9: Site RW1-D - School parking lot – Coordinate with the selected consultant to design stormwater BMPs to buffer school parking lot from Willow Brook.

Task 10: Site RW1-E - Buffer south of Route 124 – Coordinate with the selected consultant to install vegetated buffer along Willow Brook immediately south of Route 124.

Task 11: Evaluate project success; perform any necessary maintenance. Complete photo documentation as per the DES Standard Operating Procedure and bacteria sampling according to the approved Site Specific Project Plan (SSPP).

Objective 4: Implement stormwater BMPs at roadway crossings.

Measures of Success: Reductions in bacteria loads will be estimated for each mitigation measure using the method applied in the WRP. BMPs will mitigate an estimated 300 linear feet of roadway runoff. Photo documentation and bacteria sampling will also be conducted to document construction and water quality improvements respectively.

Deliverable 4A: Provide DES with documentation of Implemented BMP Installations at roadway crossings.

Task 12: Submit an Operation and Maintenance (O & M) Plan for each BMP 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

Task 13: Site RW3 Appleton Road – Design and install erosion control BMPs and vegetated buffer at Appleton Road overpass on Furnace Brook.

Task 14: Site RW4 Old Tenney Road – Design and install erosion control BMPs and vegetated buffer at Old Tenney Road adjacent to Furnace Brook.

Task 15: Evaluate project success; perform any necessary maintenance. Complete photo documentation as per the DES Standard Operating Procedure and bacteria sampling according to the approved Site Specific Project Plan (SSPP).

Objective 5: Develop Stormwater Pollution Prevention Plan (SWPPP) and Implement BMPs for Variety Store.

Measures of Success: A completed SWPPP will be in place to ensure compliance with stormwater BMPs. Photo documentation of BMP installation work will be provided. Water quality monitoring for bacteria and other pollutants will be conducted to measure improvements in the Brook.

Deliverable 5A: Completed SWPPP and documentation of BMP installations provided to DES.

Task 16: Site RW1-C: Variety Store – Coordinate with the consultant to develop SWPPP, and implement SWPPP measures (solid waste management, standard operating procedures for cleaning food processing equipment adjacent to surface waters, disposal of waste water from interior cleaning, etc.) for the Variety Store.

Task 17: Site RW1-C: Variety Store – Coordinate with the consultant to design and install buffer plantings between store property and Willow Brook.

Task 18: Site RW1-C: Variety Store – Coordinate with the consultant to design stormwater runoff re-direction and buffer for paved area between Route 124 and Willow Brook.

Task 19: Evaluate project success; perform any necessary maintenance. Complete photo documentation as per the DES Standard Operating Procedure and bacteria sampling according to the approved Site Specific Project Plan (SSPP).

Objective 6: Develop a septic system management plan for the Face Brook watershed.

Measures of Success: The septic system management plan will support removal of failing septic systems. Bacteria load reductions associated with removal of failing systems will be estimated under the approved SSPP. Water quality monitoring for bacteria and other pollutants will be conducted to measure improvements in the Brook.

Deliverable 6A: Completed Septic System Management Plan provided to Town of New Ipswich and DES that provides a prioritized listing of systems in failure; the expected pollutant load removals, and sources of funding available to assist home owners with repair and replacement of septic systems.

Task 20: GIS-based septic system database. Coordinate with the consultant to obtain data and create a GIS-based map of parcels, septic system locations, age, and other available information.

Task 21: Coordinate with the consultant to draft septic system management plan that identifies systems in failure, opportunities for community system development, and a program for home owners to adopt that will ensure proper septic maintenance and function.

Task 22: Distribute draft septic system management plan to project managers including DES for review and comment, and incorporate appropriate input into final draft.

Task 23: Coordinate with the consultant to develop a final septic system management plan.

Task 24: Coordinate with the consultant and initiate homeowner discussion through phone calls, letters and meetings.

Objective 7: Education and Outreach and Project Management.

Measures of Success: Public information meeting will be conducted in partnership with the Conservation Commission. Information will be posted on the town website. Volunteer water quality monitoring and stream team cleanups organized and conducted. Stream corridor signage will be posted in several key locations.

Deliverable 7A: Periodic project status reports and education and outreach activities.

Task 25: Conduct routine project steering committee meetings to monitor and track project progress.

Task 26: Submit electronic semi-annual reports for 2010 documenting all work performed on the project at the end of each June, and December.

Task 27: Submit electronic semi-annual reports for 2011 documenting all work performed on the project at the end of each June, and December.

Task 28: Submit electronic semi-annual reports for 2012 documenting all work performed on the project at the end of each June, and December.

Task 29: 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 at www.des.state.nh.us/wmb/was/docs/Final_Report_Guidance_Version1.doc.

Task 30: Complete web site updates - create column, transfer data, upload, and review content.

Task 31: Complete financial tracking and administration - Track all expenses related to the grant, report and retain documentation as required by the grant agreement.

Task 32: Coordinate with consultant to develop education and outreach strategy for the Furnace Brook watershed. Elements of the strategy will be finalized by the consultant and include an adopt-a-stream segment initiative by local businesses and individuals, spring and fall clean up programs, electronic and hard copy fact sheets focused upon best management strategies at reducing or eliminating stormwater runoff and nonpoint source pollution in the watershed.

Additional Provisions 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 United States Environmental Protection Agency".

Operations and Maintenance

Management practices implemented as agreed upon in the scope of services of this grant agreement and with funds awarded under the NH 319 Watershed Assistance Grants Program, 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).

Operation includes the administration, management, and performance of non-maintenance actions needed to keep the completed practice safe and functioning as intended. Maintenance includes work to prevent deterioration of the

practice, repairing damage, or replacement of the practice to its original condition if one or more components fail. The Grantee shall assure that any sub-award of Section 319 funds similarly include the same condition in the sub-award. Additionally, both EPA and DES reserve the right to periodically inspect a practice during the life span of the project to ensure that operation and maintenance are occurring. If it is determined that the participants are not operating and maintaining these practices in an appropriate manner, DES may request a refund for that practice supported by the grant.

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**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. 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 \$47,690. 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 and 2	\$500
Upon completion and DES approval of Task 3	\$5,000
Upon completion and DES approval of Task 4	\$5,000
Upon completion and DES approval of Task 5	\$250
Upon completion and DES approval of Task 6	\$15,000
Upon completion and DES approval of Task 7	\$2,000
Upon completion and DES approval of Task 8	\$6,000
Upon completion and DES approval of Task 9	\$6,000
Upon completion and DES approval of Task 10	\$2,000
Upon completion and DES approval of Task 11	\$250
Upon completion and DES approval of Task 12	\$1,000
Upon completion and DES approval of Task 13	\$4,000
Upon completion and DES approval of Task 14	\$2,000
Upon completion and DES approval of Task 15	\$250
Upon completion and DES approval of Task 16	\$4,000
Upon completion and DES approval of Task 17	\$1,000
Upon completion and DES approval of Task 18	\$2,000
Upon completion and DES approval of Task 19	\$250
Upon completion and DES approval of Task 20	\$5,000
Upon completion and DES approval of Task 21	\$5,000
Upon completion and DES approval of Task 22 and 23	\$2,000
Upon completion and DES approval of Task 24	\$1,500
Upon completion and DES approval of Task 25	\$250
Upon completion and DES approval of Task 26, 27, and 28	\$250
Upon completion and DES approval of Task 29	\$250
Upon completion and DES approval of Task 30	\$250
Upon completion and DES approval of Task 31	\$500
Total	\$71,500

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

**Exhibit C
Special Provisions**

If the date for commencement of Exhibit A precedes the Effective Date all services performed by Grantee between the commencement date and the Effective Date shall be performed at the sole risk of the Grantee and in the event that this Agreement does not become effective, the State shall be under no obligation to pay the Grantee for any costs incurred or services performed.

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

COPY

CERTIFICATE OF AUTHORITY

I, George Lawrence, Member of the Board of Selectmen of the Town of New Ipswich, New Hampshire do hereby certify that:

- (1) at the Town Meeting held March 8, 1994 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) at the regular meeting on April 27, 2010 the Board of Selectmen voted to accept federal Clean Water Act funds and enter 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;
- (3) The Town of New Ipswich 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
- (4) the following person has been appointed to and now occupies the office indicated under item (2) above:

James Coffey

IN WITNESS WHEREOF, I have hereunto set my hand as Board member of the New Ipswich, New Hampshire Board of Selectmen this 27 day of April 2010

George Lawrence
George Lawrence, Member - Board of Selectmen

My Commission expires: May 7, 2013

State of New Hampshire
County of Hillsborough County
on this the 27th day of April 2010, before me Marie Knowlton, the undersigned officer, personally appeared George Lawrence who acknowledged himself to be a Member of the New Ipswich Board of Selectmen, New Hampshire, and that he as such Member of the Board, 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.

Marie Knowlton
Justice of the Peace/Notary Public
Commission Expiration Date: May 7, 2013

(Seal)

MARIE KNOWLTON
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
May 7, 2013

CERTIFICATE OF COVERAGE

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

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

Participating Member: Member Number:	All Members (List Attached)	Companies Affording Coverage (the "Companies"): Company A: Local Government Center Property-Liability Trust, LLC Company B: Local Government Center Workers' Compensation Trust, LLC P.O. Box 617, Concord, NH 03302-0617			
Coverage (occurrences) / Limits					
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2009	6/30/2010	Each Occurrence	\$5,000,000	
				General Aggregate	\$
				Personal & Adv Injury	\$
				Med Exp (any one person)	\$
				Products - Comp/Op Agg	\$
<input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2009	6/30/2010	Fire Damage (each fire)	\$	
				Each Occurrence	\$5,000,000
				Bodily Injury (per person)	\$
				Bodily Injury (per accident)	\$
				Property Damage (per accident)	\$
<input type="checkbox"/> Excess Liability			Each Occurrence	\$ N/A	
			Aggregate	\$ N/A	
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2009	6/30/2010	\$ Per scheduled limits and Member Agreement		
<input type="checkbox"/> Workers Compensation (Coverage A) Employers' Liability (Coverage B)			<input type="checkbox"/> Statutory / Cov. A		
			Each Accident / Cov. B	\$ 2,000,000	
			Disease - Each Employee	\$ 2,000,000	
			Disease - Policy Limit	\$ 2,000,000	
Description: The State of New Hampshire is named as Additional Covered Party relative to the Grant Agreements between the State of New Hampshire, Department of Environmental Services and Members on the attached list.					

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

<input checked="" type="checkbox"/> Additional Covered Party <input type="checkbox"/> Loss Payee, as his, her or its interests appear		
Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.		
Certificate Holder: State of New Hampshire Department of Environmental Services ATTN: Jeffrey Marcoux, Watershed Asst. Specialist 29 Hazen Drive PO Box 95 Concord, NH 03302-0095	Companies By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>7/1/2009</u>	Please direct inquiries to: Debra A. Lewis 603.226.4481

*Terms in quotes are defined in the Member Agreement.

**Attachment A
Budget Estimate**

Budget Item	Grant Funding	Match	Total
Salaries & Wages	\$9,000.00	\$25,140.00	\$34,140.00
Indirect Costs	\$1,000.00	\$0.00	\$1,000.00
Materials	\$15,000.00	\$1,379.00	\$16,379.00
Supplies & Services	\$3,000.00	\$0.00	\$3,000.00
Equipment	\$8,500.00	\$6,170.00	\$14,670.00
Contractual	\$15,000.00	\$15,000.00	\$30,000.00
Construction	\$20,000.00	\$0.00	\$20,000.00
Subtotals	\$71,500.00	\$47,689.00	\$119,189.00
Total Project Cost			\$119,189.00

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Attachment B: Watershed Restoration Grant Ranking

Proposal ranking	Project Name	100	97	78	91	86	76	88	80	77	753	1
Town of Milford	Southegan River Restoration Project in Milford: Phase 1 - Feasibility Study	100	97	78	91	86	76	88	80	77	753	1
Mirror Lake Protective Association	Mirror Lake Community Watershed Plan Implementation of the Furnace Brook Watershed Restoration Plan - Phase 1	100	71	83	87	81	81	84	90	86	753	2
Town of New Ipswich	Windfall River Watershed Comprehensive Assessment and Watershed based Plan	81	84	90	87	79	84	75	87	82	779	3
New Hampshire Rivers Council	Cobbetts Pond Watershed Restoration Plan Implementation Phase 2 - Fossa Road BMPs	78	70	77	68	84	73	77	86	77	711	4
Cobbetts Pond Improvement Association	Willard Pond Watershed Management Plan Implementation: Phase 1, Stormwater BMP Retrofit	90	81	80	72	77	69	79	74	67	679	5
City of Dover	Rust Pond, North Inlet and Rte 26 Boat Launch Watershed Management Plan and Stormwater BMP Projects, Phase 1 Watershed Management Plan Implementation Phase 2: Culvert Remediation and In-stream Restoration	85	69	76	37	71	72	70	70	51	601	6
Town of Wolfeboro	Shannon Brook/Stables Landing Point Source Pollution Discovery	80	64	57	73	65	72	85	58	51	585	7
Trout Unlimited	Shannon Brook/Stables Landing Point Source Pollution Discovery	50	78	55	57	86	48	60	83	45	952	8
Town of Mountbarnough	Pondemill Pond Restoration	40	38	6	35	20	84	30	37	15	265	N/A selected
Town of Bellingham - Conservation Commission	Stoped Instability and Erosion, Piscataquog River Governor NH	36	36	19	33	0	38	32	10	23	214	N/A selected
Meadville Cooperative, Inc.		17	17	14	9	51	19	15	9	10	189	Not selected

Interview ranking

Project Name	85	82	96	384	1
Town of Milford	85	82	96	384	1
Cobbetts Pond Improvement Association	89	86	82	344	2
Town of New Ipswich	90	85	80	330	3
Rust Pond Association	79	82	80	326	4
Trout Unlimited	90	85	70	324	5
City of Dover	77	75	71	302	6
Mirror Lake Protective Association	72	70	67	294	7
New Hampshire Rivers Council	82	65	68	200	Not Selected

Review Team Members

Andy Chapman	11 years experience, Clean Lakes Program Coordinator, aquatic biologist, project management and coordination, lakes management expertise
Steve Lantry	16 years experience, Merrimack Watershed Coordinator, aquatic biologist, project management, Merrimack watershed expertise
Rob Umrigton	23 years experience, Nonpoint source pollution specialist, BMP, pollution source investigation expertise, Field training of local municipalities in watershed pollution source tracking and identification
Jeffrey Marous	7 years experience, Watershed Assistance Specialist, grant and contract expertise
Jillan McCarthy	7 years experience, Nonpoint source pollution specialist, quality assurance, and stormwater BMP 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 Washin	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.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

Town of New Ipswich

By George Lawrence
George Lawrence, Chairman

STATE OF NEW HAMPSHIRE
COUNTY OF Hillsborough, NH

On this the 11 day of December, 2012, before the undersigned officer, personally appeared George Lawrence who acknowledged him to be the person who executed the foregoing instrument for the purpose therein contained.

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

MARIE KNOWLTON
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
May 7, 2013

Marie Knowlton NP
Marie Knowlton, Notary Public

My Commission Expires: May 13, 2013

COPY



THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By Thomas S. Burack
Thomas S. Burack, Commissioner

Approved by Attorney General this 14 day of January, 2013

OFFICE OF ATTORNEY GENERAL

By Evan Mulholland
Evan Mulholland

CERTIFICATE OF AUTHORITY

I, Cynthia Lussier, Town Clerk of New Ipswich, New Hampshire do hereby certify that:

- (1) at the Town Meeting held March 13, 2012 (updated) 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) at the regular meeting on December 4, 2012 the Board of Selectmen voted to accept federal Clean Water Act funds and enter into a contract with the New Hampshire Department of Environmental Services. The Board of Selectmen further authorized the Chairman of the Board of Selectman George Lawrence to execute any documents which may be necessary to effectuate this contract;
- (3) The Town of New Ipswich 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
- (4) the following person has been appointed to and now occupies the office indicated under item (2) above:

George Lawrence, Chairman Board of Selectmen

IN WITNESS WHEREOF, I have hereunto set my hand as the Town Clerk of New Ipswich, New Hampshire this 6th day of December 2012.

Cynthia Lussier

 Cynthia L Lussier, Town Clerk

My Commission expires:

MARIE KNOWLTON
 NOTARY PUBLIC
 State of New Hampshire
 My Commission Expires
 May 7, 2013

State of New Hampshire
County of Hillsborough NH

On this the 6th day of December 2012, before Marie Knowlton, the undersigned officer, personally appeared Cynthia L Lussier who acknowledged herself to be the Town Clerk of New Ipswich, 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.

Marie Knowlton

 Justice of the Peace/Notary Public
 Commission Expiration Date: May 13, 2012



CERTIFICATE OF COVERAGE

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

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

Participating Member: Member Number:	All Members (List Attached)	Companies Affording Coverage (the "Companies"): Company A: Local Government Center Property-Liability Trust, LLC Company B: Local Government Center Workers' Compensation Trust, LLC P.O. Box 617, Concord, NH 03302-0617		
Coverage (Occurrence basis only)	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)	
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2012	6/30/2013	Each Occurrence	\$5,000,000
			General Aggregate	\$
			Personal & Adv Injury	\$
			Med Exp (any one person)	\$
			Products - Comp/Op Agg	\$
<input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2012	6/30/2013	Each Occurrence	\$5,000,000
			Bodily Injury (per person)	\$
			Bodily Injury (per accident)	\$
			Property Damage (per accident)	\$
			Excess Liability	
			Aggregate	\$ N/A
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2012	6/30/2013		\$Per scheduled limits and Member Agreement
<input type="checkbox"/> Workers Compensation (Coverage A) Employers' Liability (Coverage B)			<input type="checkbox"/> Statutory / Cov. A	
			Each Accident / Cov. B	\$ 2,000,000
			Disease - Each Employee	\$ 2,000,000
			Disease - Policy Limit	\$ 2,000,000
Description: The State of New Hampshire is named as Additional Covered Party relative to the Grant Agreements between the State of New Hampshire, Department of Environmental Services and Members on the attached list.				

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

	<input checked="" type="checkbox"/> X Additional Covered Party	<input type="checkbox"/> Loss Payee, as his, her or its interests appear
Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*		
Certificate Holder: State of New Hampshire Department of Environmental Services ATTN: Jeffrey Marcoux, Watershed Asst. Specialist 29 Hazen Drive PO Box 95 Concord, NH 03302-0095	Companies By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>7/1/2012</u>	Please direct inquiries to: <u>Debra A. Lewis</u> 603.226.4481

*Terms in quotes are defined in the Member Agreement.

- Town of Loudon
- Town of Lyman
- Town of Lyme
- Town of Lyndeborough
- Town of Madbury
- Town of Madison
- Town of Marlborough
- Town of Marlow
- Town of Mason
- Town of Middleton
- Town of Milan
- Town of Mont Vernon
- Town of Nelson
- Town of New Boston
- Town of New Castle
- Town of New Hampton
- Town of New Ipswich
- Town of New London
- Town of Newbury
- Town of Newington
- Town of Newmarket
- Town of Newton
- Town of Nottingham
- Town of Orange
- Town of Ossipee
- Town of Pelham
- Town of Pembroke
- Town of Piermont
- Town of Pittsburg
- Town of Pittsfield
- Town of Plaistow
- Town of Plymouth
- Town of Randolph
- Town of Richmond
- Town of Rollinsford
- Town of Roxbury
- Town of Salisbury
- Town of Sandown
- Town of Seabrook
- Town of Sharon
- Town of Shelburne
- Town of South Hampton
- Town of Springfield
- Town of Stark
- Town of Stewartstown
- Town of Stoddard
- Town of Strafford

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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 Ipswich 661 Turnpike Road New Ipswich, NH 03071	Member Number: 253	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624									
COVERAGE CATEGORIES	Effective Date	Expiration Date	Coverage Description/Limit/Amount/Conditions								
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td style="text-align: right;">\$</td></tr> <tr><td>General Aggregate</td><td style="text-align: right;">\$</td></tr> <tr><td>Fire Damage (Any one fire)</td><td style="text-align: right;">\$</td></tr> <tr><td>Med Exp (Any one person)</td><td style="text-align: right;">\$</td></tr> </table>	Each Occurrence	\$	General Aggregate	\$	Fire Damage (Any one fire)	\$	Med Exp (Any one person)	\$
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			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Combined Single Limit (Each Accident)</td><td></td></tr> <tr><td>Aggregate</td><td></td></tr> </table>	Combined Single Limit (Each Accident)		Aggregate					
Combined Single Limit (Each Accident)											
Aggregate											
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2012 1/1/2013	1/1/2013 1/1/2014	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td><input checked="" type="checkbox"/> Statutory</td><td></td></tr> <tr><td>Each Accident</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td>Disease - Each Employee</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td>Disease - Policy Limit</td><td style="text-align: right;">\$</td></tr> </table>	<input checked="" type="checkbox"/> Statutory		Each Accident	\$2,000,000	Disease - Each Employee	\$2,000,000	Disease - Policy Limit	\$
<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
Town Of New Ipswich 661 Turnpike Road New Ipswich, NH 03071			By: <i>Tammy Denver</i> Date: 12/13/2012 tdenver@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-226-2841 phone 603-228-3833 fax

**Attachment A
Budget Estimate (Revised)**

Budget Item	Grant Funding	Match	Total
Salaries & Wages	\$9,000.00	\$29,810.00	\$38,810.00
Indirect Costs	\$1,000.00	\$0.00	\$1,000.00
Materials	\$15,000.00	\$1,379.00	\$16,379.00
Supplies & Services	\$3,000.00	\$0.00	\$3,000.00
Equipment	\$8,500.00	\$6,170.00	\$14,670.00
Contractual	\$19,000.00	\$15,000.00	\$34,000.00
Construction	\$23,000.00	\$0.00	\$23,000.00
Subtotals	\$78,500.00	\$52,359.00	\$130,859.00
Total Project Cost			\$130,859.00

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