

# PARSONS CREEK | 2024 WATER QUALITY MONITORING



**TO:** Matt Scruton, Town of Rye  
**FROM:** Luke Frankel, FB Environmental Associates  
**SUBJECT:** 2024 Water Quality Monitoring Proposal – Parsons Creek  
**DATE:** October 13, 2023  
**CC:** Forrest Bell, Laura Diemer, and Cayce Dalton (FB Environmental Associates)

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FBE will continue to conduct annual fecal indicator bacteria baseline monitoring of Parsons Creek in Rye, NH. Sampling will follow all protocols outlined in the NHDES Generic Beach Program Quality Assurance Project Plan (QAPP) dated April 3, 2012, RFA #06193. Monitoring the outlet will help to determine whether beach advisories should be posted to ensure public health awareness (though we recommend that a general advisory be posted throughout the bathing season). Monitoring “hotspot” watershed sites can be used to assess whether the pump-out ordinance or other wastewater improvements in the watershed are improving water quality in Parsons Creek.

## SCOPE OF WORK

### Water Quality Monitoring

FBE will sample five sites, including the outlet to Parsons Creek (PC-OUT), during low tide on six sample dates under wet and dry weather conditions from May to October. Samples will be analyzed for enterococci at Absolute Resource Associates. Any exceedances of state single-sample criterion (104 MPN/100mL) at PC-OUT will be sent to the Town of Rye as soon as available from the laboratory. To aid in identifying potential sources of fecal contamination, additional grab samples will be collected for mitochondrial DNA (mtDNA) analysis for a single animal marker (human) by Dr. John Bucci’s laboratory at UNH. In addition to these grab samples, water quality parameters including dissolved oxygen, conductivity, salinity, temperature, and pH will be measured at each site using field meters. Ammonia will also be measured at each site as a co-indicator of fecal contamination. Ammonia concentrations will be determined in the field on all sample dates using Hach Water Quality Test Strips. For one of the six sample dates, FBE staff will train staff from the Town of Rye on the protocols for data collection so that they can collect additional samples to address public safety concerns if needed. All 2024 monitoring results will be submitted to the Town of Rye in a final report at the end of the sampling season, pending receipt of laboratory results. The final report is anticipated to be completed by December 2024.

## COMPENSATION

The estimated cost of FBE’s services is provided in the table below. Since there is \$3,735 remaining for bacteria monitoring in the current Parsons Creek Clean Water State Revolving Fund (CWSRF) project, the cost estimate below assumes that those funds will be placed toward covering a portion of the cost of the monitoring outlined in the scope of work above. As a result, the total project costs billed to the Town of Rye based on the detailed scope of work will not exceed \$8,259.

Budget Item	Hours/Mileage	Rate	Cost
<b>Baseline Water Quality Monitoring</b>			
Forrest Bell, Principal	2	\$165	\$330
Laura Diemer, Monitoring Lead	2	\$139	\$278
Luke Frankel, Project Manager	12	\$108	\$1,296
Evan Ma, Project Scientist I	62	\$74	\$4,588
Lindsey Collari, Administrative Manager	4	\$95	\$380
Mileage	276	\$0.66	\$182
Lab Fee - Enterococci (\$45/sample)			\$1,485
Lab Fee - mtDNA analysis (\$90/sample)			\$2,970
Equipment Rental/Supplies			\$485
Remaining bacteria monitoring funds from CWSRF (credit)			-\$3,735
<b>TOTAL</b>			<b>\$8,259</b>

### STANDARD TERMS AND CONDITIONS

This agreement between FB Environmental Associates, LLC (hereafter, the company) and the Town of Rye (hereafter, the client) will serve as a binding contract. By signing this contract, the client certifies to be duly authorized to sign this fiscally binding agreement and has read and agrees to the fees, terms, and conditions set forth herein.

1. All agreements are between the company and the client or client representative who authorized the service or whose signature is attached, not a third party. Invoices shall be paid in full regardless of a third-party failure to pay client, or a disagreement with the outcome or results provided, or litigation.
2. Authorization by verbal, written, or email shall constitute acceptance of these terms and conditions, provided client has received a copy of said terms.
3. Services will be billed monthly based on work completed to date.
4. Payment is due upon receipt. If payment is not received within 30 days, the company reserves the right to stop services. The company may resume services when payment is made, and the services can be rescheduled.
5. Client agrees to pay all costs associated with collection of past due accounts, including but not limited to, court costs, collection agency fees, and reasonable attorney fees.
6. The company, and its agents, staff, and/or sub-consultants employed are covered by appropriate insurances required under state law and has such coverage limits under commercial liability and property damage insurance policies which the company deems adequate, or as specifically requested by client.
7. Certificates for policies of insurance shall be provided to the client upon request. Within the limits and conditions of such insurance, the company agrees to indemnify and hold harmless the client against any loss, damage, or liability arising from any negligent acts by the company, its agents, staff, and consultants employed by it. The company shall not be responsible for any loss, damage, or liability beyond the amounts, limits, and conditions of such insurance, or liability arising from any negligent acts by client, its agents, staff, and other consultants employed by it.
8. Client agrees to waive any claim beyond the amounts, limits, and conditions of such insurance for professional negligence. Client further agrees to waive any claim against the company for loss suffered by the client due to any cause or action by the company, including, but not limited to, negligence, to insured amount or the contract fee whichever is greater.
9. All reports, plans, digital files, and related documents completed by the company, or provided to company during as part of services rendered shall remain property of the company unless return is requested by client. The company may retain a copy of all documents for records.



## ACCEPTANCE OF CONSULTING SERVICES

By signing below, FB Environmental Associates and the Town of Rye accept the terms and conditions stated within this scope of work. Invoices will be billed monthly with work completed to date.

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Forrest Bell ~ FB Environmental Associates

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Matt Scruton ~ Town of Rye