



The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**



**Thomas S. Burack, Commissioner**

January 5, 2016

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

JAN 05 2016 10:52 AM

**REQUESTED ACTION**

Authorize the New Hampshire Department of Environmental Services (DES) to award an Aquatic Resource Mitigation (ARM) Fund grant to New Hampshire Rivers Council (hereinafter "NHRC"), Concord, NH (Vendor Code #166749) in the amount of \$345,000.00 to remove the Wathen Road culvert and daylight McQuesten Brook and replace the Eastman Avenue culvert for restoration and fish passage improvements, effective upon G&C approval through December 31, 2021. 100% Aquatic Resource Mitigation Funds.

Funding is available in the account as follows:

	<u>FY'16</u>
03-44-44-442010-38710000-073-500581	\$345,000.00
Dept. Environmental Services, In-Lieu Wetland Mitigation, Grants – Non - Federal	

**EXPLANATION**

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

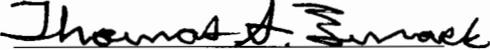
The DES wetlands program adopted a set of mitigation rules that establish what is necessary for an applicant to provide for wetland compensation. The current department rules spell out ratios for wetland compensation that include creating a new wetland, restoring a former wetland site, or protecting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

The Department issued the request for proposals for ARM Funds available in the Merrimack River watershed in April, 2015. Four applications were received and on October 29, 2015, DES announced the decision to fund the NHRC project in the Merrimack River Watershed. The project proposed by NHRC was recommended for funding by the ARM Fund Site Selection Committee. Attachment A lists the proposals received and Committee members involved in the decision. The review of the awards by the Army Corps of Engineers and the New Hampshire Wetland Council resulted in full support of the recommendations.

The NH Rivers Council and Town of Bedford will use the funds for stream passage improvements on McQuesten Brook. A previous ARM Fund grant provided funds for the removal of dams in Manchester to improve fisheries habitat and stream connectivity. The two stream crossings that carry McQuesten Brook through the Eastman Avenue and Wathen Road wetland complex are severely undersized and listed in the *2012 305(b)/303(d) Surface Water Quality Assessment* for failure to support aquatic life due to insufficient dissolved oxygen concentration and saturation and for excessive chlorides. These impairments threaten the survival of the naturally reproducing population of Eastern Brook Trout. The project proposes the installation of an appropriately sized (14-foot width) stream crossing at Eastman Avenue and fully daylighting McQuesten Brook at Wathen Road through culvert and road fill removal to increase hydraulic and sediment transport capacity throughout the reach. The project will also utilize funds for stormwater management features and provide up to 5 years of monitoring. Attachment B includes a map of the property.

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

We respectfully request your approval.

  
Thomas S. Burack, Commissioner

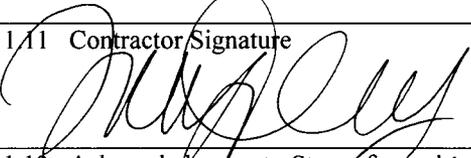
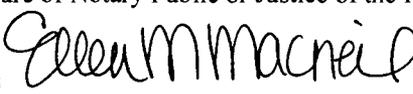
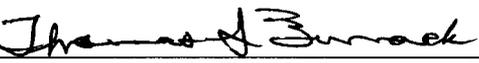
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, PO Box 95 Concord, NH 03302-0095	
1.3 Contractor Name New Hampshire Rivers Council		1.4 Contractor Address 54-207 Portsmouth St Concord NH 03301	
1.5 Contractor Phone Number 603.228.6472	1.6 Account Number 03-44-44-442010-38710000-073-500581	1.7 Completion Date December 31, 2021	1.8 Price Limitation \$345,000
1.9 Contracting Officer for State Agency Lori L. Sommer, DES Wetlands Bureau		1.10 State Agency Telephone Number 603-271-4059	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Michele L. Tremblay, President, Board of Directors	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>1/4/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace My Commission Expires April 9, 2019			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Date: <u>1/7/2015</u> <u>Thomas E Burack</u> Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Sr. Assistant Atty Gen On: <u>1/11/2016</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 (“Effective Date”).  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.  
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**  
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 (“Equal Employment Opportunity”), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials WJ  
Date 1.4.16

Agreement. This provision shall survive termination of this Agreement.

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

**8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

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

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

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

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

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

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

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

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

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

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

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

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials     *WYS*      
Date     1.4.16

## **PROJECT AGREEMENT**

Between the  
STATE OF NEW HAMPSHIRE, **Department of Environmental Services**  
and the  
New Hampshire Rivers Council

1. This Project Agreement (hereinafter "Agreement") is entered into by the State of New Hampshire, Department of Environmental Services, (hereinafter "DES"), and the New Hampshire Rivers Council (hereinafter "Council"), for the purpose of undertaking a project of mutual interest.
2. This Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Agreement ("Effective date") and shall end on December 31, 2021. If the provision of services by the Council precedes the Effective date, all services performed by the Council shall be performed at the sole risk of the Council and in the event this Agreement does not become effective, DES shall be under no obligation to pay the Council for costs incurred or services performed; however, if this Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Agreement.
3. The work to be performed under the terms of this Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as part of this Agreement.
4. That the Property involved in the project will be monitored by a fluvial geomorphologist, or other qualified professional skilled in stream restoration, on an annual basis for five years post construction to ensure the success of the restoration activities, and to ensure that no actions are occurring which could be detrimental to the project objectives outlined in Exhibit A, or to surrounding properties. The Council agrees to submit a copy of the annual monitoring report to DES to document the property conditions and any remedial measures taken.
5. Total funds in the amount not to exceed \$345,000.00 have been allocated and are available for payment of allowable costs incurred under this Agreement. DES will not reimburse the Council for costs exceeding the amount specified in this paragraph.
6. This Agreement shall be performed in accordance with New Hampshire RSA 482-A; all applicable sections of the Administrative Rules, Env-Wt 100-800, and all other pertinent New Hampshire laws.
7. The Council agrees to place a sign, subject to its acceptability, at a prominent location on or near the Property. The sign should contain as a minimum the DES logo and the following statement: "This project site has been restored with assistance from the New Hampshire Aquatic Resource Mitigation Fund." Should the sign be damaged or destroyed, the Council agrees to repair or replace it with identical signage and to share any costs associated with that repair or replacement to the extent reasonably practicable.

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

- A. Project Title: McQuesten Brook Aquatic Resource Restoration and Connectivity Construction  
Project: Stream Crossings
- B. Project Period: from Governor and Council approval in January 2016 to December 31, 2021
- C. Objectives: This project will remove the Wathen Road culvert and daylight McQuesten Brook and replace the Eastman Ave culvert (36 inch) with a 14-foot bridge span that provide appropriate geomorphic compatibility and aquatic organism passage for the naturally reproducing population of eastern brook trout that thrive in McQuesten Brook. The project is located in Bedford, New Hampshire and a component of a larger restoration effort of the McQuesten watershed.

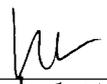
Contractor Initials

Date

  
1.4.16

D. Scope of Work and Deliverable Schedule:

<b>Deliverable and sub-task numbers</b>	<b>Description of work</b>	<b>Schedule</b>
1	Execute contract for services with Town of Bedford and Issue media release and announce project start-up on NHRC website and Constant Contact email list	Upon Governor and Council approval
2a	Draft invasive species plan, including control measures during construction and provide on-site oversight	1.31.16
2b	Mobilization, de-mobilization, and construction area staging of the restoration project	2.1.16
2c	Construction of the Wathen Road and Eastman Avenue phase of the McQuesten Brook Restoration Project	4.1.16
2d	Additional engineering for bridge design	4.1.16
3	Construction oversight by a fluvial geomorphologist	4.1.16
4	Construction of Eastman Ave. stormwater management features (if feasible)	5.1.16
5	Post-construction restoration plantings of native species with a minimum one-year warranty in adherence to New Hampshire Department of Transportation standards	6.30.16
6	Construction de-mobilization	7.1.16
7	Up to five years of post-construction monitoring and reporting conducted by a fluvial geomorphologist according to established performance standards	through 12.31.21
8	Conduct a ribbon cutting public event, including inviting federal, state, and local officials and other partners, to celebrate the project and publicize the State of New Hampshire's and other partners' contributions	7.4.16
9	Prepare and submit payment requests and final project reporting	ongoing
10	Contingency/overage, if required and subject to prior Contract Officer approval	if required

Contractor Initials   
Date 1.4.14

**EXHIBIT B**  
**BUDGET & PAYMENT METHOD**

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

DELIVERABLE AND TASK	BUDGET	PAYMENT METHOD
1	\$500	Upon receipt of executed contract
2	221,500	Upon construction completion
3	14,900	Upon completion of construction oversight
4	33,000	Upon construction completion
5	20,000	Upon completion of plantings
6	12,000	Upon complete demobilization
7	15,200	Upon submittal of fifth year monitoring report
8	400	Upon completion public event
9	2,500	Upon final project reporting
10	25,000	Upon approval if needed
<b>TOTAL DES ARM FUNDS</b>	<b>345,000</b>	

**Total amount to be authorized following approval by the Governor and Executive Council not to exceed: \$345,000.**

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

The payments listed above are inclusive of project labor and expenses. Invoices shall be formatted to note completion of services. Partial payment of tasks is permitted to cover expenses incurred.

The billing address shall be as follows:

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

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

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

This section is intentionally left blank.

Contractor Initials LS  
Date 4.16

CERTIFICATE of AUTHORITY

I, Steven Lowe, Secretary of the New Hampshire Rivers Council, do hereby certify that:

- (1) I am the duly elected Secretary;
- (2) at the meeting held on November 19, 2015 the New Hampshire Rivers Council voted to authorize the President to accept funds and enter into contracts with the Department of Environmental Services;
- (3) the New Hampshire Rivers Council further authorized the President to execute any documents which may be necessary for this contract;
- (4) 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
- (5) the following person has been elected to and now occupies the office indicated in (3) above:

**Michele L. Tremblay, President**

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the New Hampshire Rivers Council, this 4<sup>th</sup> day of January 2016.

  
\_\_\_\_\_  
Steven Lowe, Secretary

STATE OF NEW HAMPSHIRE

County of Merrimack

On this the 4 day of January 2016, before me Michele L. Tremblay (name of notary public/justice of the peace) the undersigned officer, personally appeared Steven Lowe who acknowledged him/herself to be the Secretary of the New Hampshire Rivers Council being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal

  
\_\_\_\_\_  
Name of notary public/justice of the peace  
**MICHELE L. TREMBLAY, Justice of the Peace**  
**My Commission Expires August 24, 2016**

Commission Expiration Date:  
(Seal)

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE RIVERS COUNCIL is a New Hampshire nonprofit corporation formed July 9, 1993. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 30<sup>th</sup> day of December A.D. 2015



A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	<b>CONTACT NAME:</b> Pat Mack <b>PHONE (A/C, No, Ext):</b> (603) 293-2791 <b>E-MAIL ADDRESS:</b> pat@esinsurance.com	<b>FAX (A/C, No):</b> (603) 293-7188
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> New Hampshire Rivers Council 54 Portsmouth Street Concord NH 03301	<b>INSURER A:</b> Philadelphia Insurance Co	
	<b>INSURER B:</b> Foremost Insurance Company	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		<b>NAIC #</b> 11185

**COVERAGES**                      **CERTIFICATE NUMBER: 2015-2016**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PHPK1165859	5/19/2015	5/19/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC001674029	5/19/2015	5/19/2016	PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						

**CERTIFICATE HOLDER****CANCELLATION**

NH Department of Environmental Services  
 29 Hazen Drive  
 PO Box 95  
 Concord, NH 03302-0095

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Pat Mack/PAT

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**ATTACHMENT A**  
**2015 Aquatic Resource Mitigation Fund Grants**

**Applications and Funding Amounts**

<b>Grant Applicant</b>	<b>Location/Town</b>	<b>Funding Amount</b>	<b>Score</b>
NH Rivers Council	Bedford	\$345,000	42
Piscataquog Land Conservancy	Goffstown	\$70,000	58
Bear-Paw Regional Greenways	Pittsfield	\$217,200	53
City of Concord	Concord	\$300,000	45

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

**Site Selection Committee List**

<b>Name</b>	<b>Agency/Organization</b>	<b>Title</b>	<b>Years of Experience</b>
Craig Rennie	NHDES, Land Resource Management Program	Land Resource Specialist	19
Peter Bowman	NH Dept. of Resources & Economic Development	Wildlife Biologist	17
Nancy Rendall	NH Association of Natural Resource Scientists	Charter Member	33
Michael Marchand	NH Fish and Game Department	Senior Biologist	12
Peter Steckler	The Nature Conservancy	Director Freshwater Science & Conservation	14
Rick Vande Poll	New Hampshire Association of Conservation Commissions	Town of Sandwich	37
Brian Hotz	Society for the Protection of NH Forests	Vice President for Land Conservation	22

**ATTACHMENT B**

**McQuesten Brook Aquatic Resource Restoration  
and Connectivity Project, Bedford**



Figure 1. McQuesten Brook designated project area

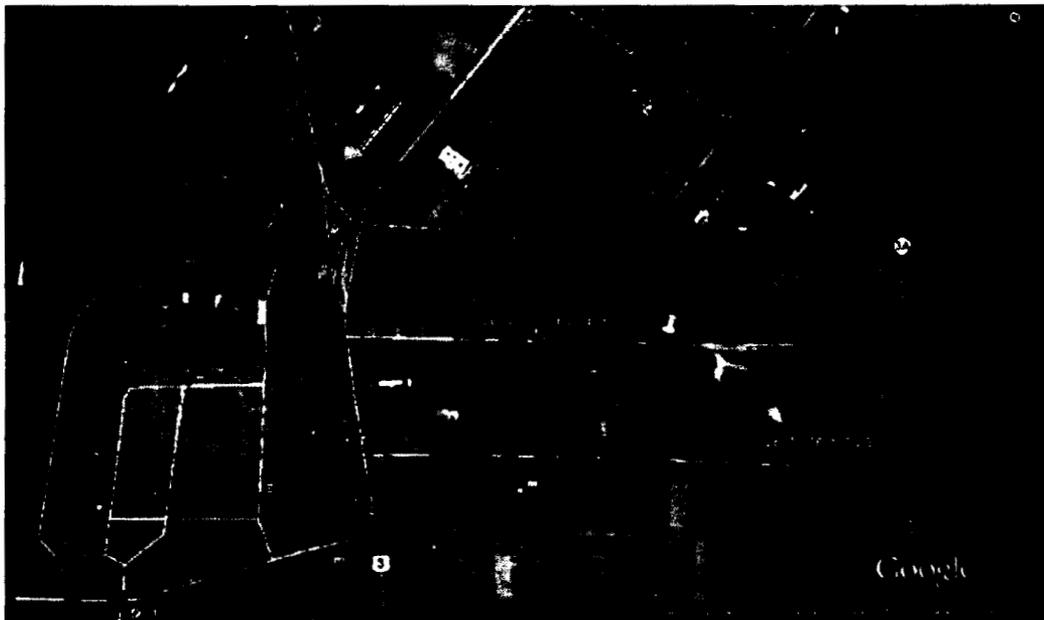


Figure 2. Project Locus Map with culvert removal and reconstruction sites at Wathen Road (blue) and Eastman Avenue (yellow) respectively

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