



The State of New Hampshire
Department of Environmental Services

NOV 21 13 PM 12:47 DA



dam

122

Robert R. Scott, Commissioner

November 14, 2019

His Excellency, Governor Christopher T. Sununu
and The Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to **RETROACTIVELY** amend an agreement (PO #1029339) with the New Hampshire Rivers Council (VC #166749), for the *McQuesten Brook and Pond Watershed Restoration Plan – Phase 2 Implementation: Dam Removals* project by extending the completion date to September 30, 2021 from September 30, 2019, effective upon Governor and Council approval. The original agreement was approved by Governor and Council on April 17, 2013, Item #78; Amendment No. 1 was approved on September 16, 2015, Item #5C; Amendment No. 2 was approved on December 7, 2016, Item #61; Amendment No. 3 was approved on December 20, 2017, Item #5D; and Amendment No. 4 was approved on May 15, 2019, Item #69. This is a no-cost time extension only.

EXPLANATION

This Agreement expired on September 30, 2019. NHDES is requesting approval of this **retroactive** amendment in order to provide the New Hampshire Rivers Council additional time to complete construction within the McQuesten Brook watershed in Manchester, New Hampshire associated with ongoing stream restoration and public safety goals. The request is necessary because the projected mobilization and construction window was unexpectedly eliminated by permit conditions that could not be met. McQuesten Brook supports a rare, wild, native, eastern brook trout population. Since the spawning season for native brook trout begins in the fall and the eggs remain vulnerable throughout the winter, there are restrictions on how and when sediment can be removed from the Second Street culvert. This limiting factor, coupled with the logistical challenges, caused this project to run beyond the expiration date. This amendment is retroactive because project partners believed that mobilization of contractors and all work could be accomplished before September, but this was not possible.

To date, \$97,700 of the grant amount of \$145,150 has been spent.

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 of this item.

Robert R. Scott, Commissioner

www.des.nh.gov

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • Fax: 271-2867 TDD Access: Relay NH 1-800-735-2964

Agreement for Services with the New Hampshire Rivers Council
Amendment No. 5

This Agreement (hereinafter called the "Amendment") dated this October 30, 2019 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 New Hampshire Rivers Council, acting by and through its President, Michele L. Tremblay (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council on April 17, 2013, its first amendment (hereinafter called "Amendment 1"), its second amendment (hereinafter called "Amendment 2") its third amendment (hereinafter called "Amendment 3"), and its fourth amendment (hereinafter called "Amendment 4") 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

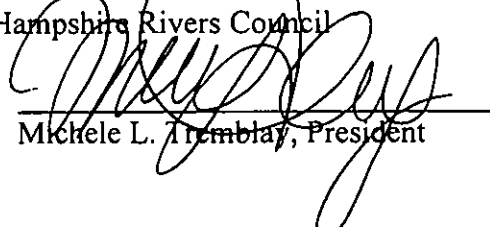
WHEREAS, The Grantee and the State have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and the Amendments 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 Paragraph 1.6 of the Agreement shall be changed from September 30, 2019, to September 30, 2021.
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.

Signor Initials MT
Date 10.30.19

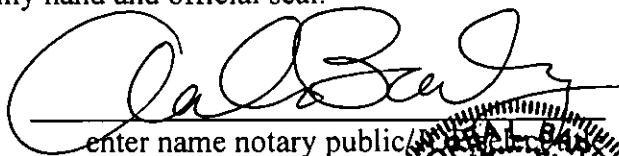
IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

New Hampshire Rivers Council
By 
Michele L. Tremblay, President

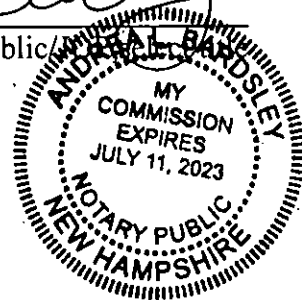
STATE OF NEW HAMPSHIRE
COUNTY OF Merrimaek

On this the 30th day of October, 2019, before the undersigned officer, personally appeared Michele L. Tremblay 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.


enter name notary public/

My Commission Expires: 7/11/23

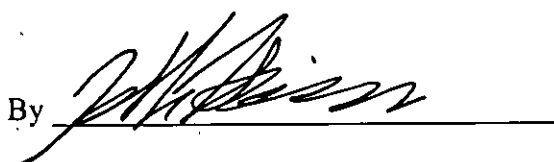


THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By 
Robert R. Scott, Commissioner

Approved by Attorney General this 18th day of November, 2019

OFFICE OF ATTORNEY GENERAL

By 

CERTIFICATE OF AUTHORITY

I, Sally Soule, 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 31 day of October, 2019.

Sally Soule

Sally Soule, Secretary

STATE OF NEW HAMPSHIRE

County of Rockingham

On this the 31 day of October, 2019, before me Rachel E. Geel (name of notary public/justice of the peace) the undersigned officer, personally appeared Sally Soule 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.

Rachel E. Geel

Name of notary public/justice of the peace

Commission Expiration Date: 03/27/2024
(Seal)



State of New Hampshire

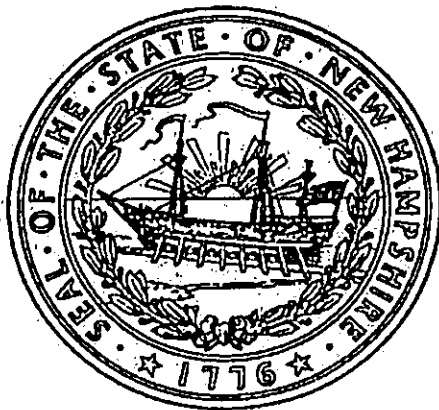
Department of State

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 registered to transact business in New Hampshire on July 09, 1993. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 193403

Certificate Number: 0004486542



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2019.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/04/2019

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER		CONTACT NAME: Eleanor Spinazzola	
E & S Insurance Services LLC		PHONE (AC, No, Ext): (603) 293-2791	FAX (AC, No): (603) 293-7188
21 Meadowbrook Lane		E-MAIL ADDRESS: Eleanorspinazzola@esinsurance.net	
P O Box 7425		INSURER(S) AFFORDING COVERAGE	
Gifford NH 03247-7425		INSURER A: Philadelphia Insurance Co	NAIC #
INSURED		INSURER B: Hartford Ins. Co. of the Midwest	37478
New Hampshire Rivers Council		INSURER C:	
54 Portsmouth Street		INSURER D:	
Concord NH 03301		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2019

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			PHP1957326	05/19/2019	05/19/2020	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
	GEM. AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person) \$ 20,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000	
	OTHER:						GENERAL AGGREGATE \$ 2,000,000	
	<input type="checkbox"/> UMBRELLA LIAB						PRODUCTS - COM/OP AGG \$ 2,000,000	
	<input type="checkbox"/> EXCESS LIAB							
	DED		RETENTION \$					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			04WECAC8HDZ	05/19/2019	05/19/2020	COMBINED SINGLE LIMIT (Ea accident) \$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				BODILY INJURY (Per person) \$	
		<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER					BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
							EACH OCCURRENCE \$	
							AGGREGATE \$	
							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)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
State of New Hampshire 29 Hazen Drive Concord NH 03301	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

© 1988-2015 ACORD CORPORATION. All rights reserved.

Attachment C:

Original Agreement, Amendments 1, 2, 3 and 4



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

April 17, 2019

APPROVED G & C

His Excellency, Governor Christopher T. Sununu
and The Honorable Council
State House
Concord, NH 03301

DATE 5/15/19
ITEM # 69

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to **RETROACTIVELY** amend a **SOLE SOURCE** agreement (PO #1029339) with the New Hampshire Rivers Council (VC #166749), for the *McQuesten Brook and Pond Watershed Restoration Plan – Phase 2 Implementation: Dam Removals* project by: a) changing the Completion Date from December 31, 2018 to September 30, 2019, b) increasing the contract award amount by \$46,150 from \$99,000 to \$145,150 and c) changing the Scope of Services and Method of Payment to include six additional tasks and payments, effective upon Governor and Council approval. The original agreement was approved by Governor and Council on April 17, 2013, Item #78; Amendment No. 1 was approved on September 16, 2015, Item #5C; Amendment No. 2 was approved on December 7, 2016, Item #61; and Amendment No. 3 was approved on December 20, 2017, Item #5D. 100% Federal Funds.

Funding is available in the account as follows:

	<u>FY 2019</u>
03-44-44-442010-2035-072-500575	\$46,150
New Hampshire Dept. Environmental Services, NPS Restoration Program, Grants-Federal	

EXPLANATION

This Agreement expired on December 31, 2018. NHDES is requesting approval of this amendment in order to provide the New Hampshire Rivers Council additional time and funding to complete required survey, design, permitting, and construction within the McQuesten Brook watershed in Manchester, New Hampshire associated with ongoing stream restoration and public safety goals. The request is necessary because of the unexpected discovery of an obstruction lodged within the sixty-six inch, Second Street culvert and the subsequent accumulation of sediment within the stream crossing and impoundment of McQuesten Brook upstream of this location. Sediment was unable to be cleared before the end of the calendar year due to the logistical complexities associated with removing such a large volume of sediment from a 250-foot length culvert situated within a steeply-walled stream corridor. Given that McQuesten Brook supports a rare, wild, native, eastern brook trout population also put restrictions on how and when sediment removal from the Second Street culvert could occur since the spawning season for native brook trout begins in the fall and the eggs remain vulnerable through the winter months. The realization of that limiting factor, coupled with the unforeseen logistical challenges encountered, caused this project to run beyond the targeted expiration date at the end of 2018. This amendment is retroactive because, even though both parties were aware of the issue, it took much longer than anticipated to reach an agreement as to the amount of additional work and the cost of that work to be completed. This amendment is considered to be sole source as the increase in cost exceeds 10 % of the original budget. Additionally, the New Hampshire Rivers Council is the only

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

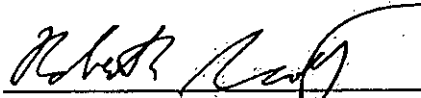
Page 2 of 2

organization that could complete this project because the new work continues the on-going, highly specialized, stream restoration and public utility protection activities under the existing approved scope of work and the subcontract agreements. Selecting another grantee to complete the work at this stage of the project would be logistically and financially infeasible.

The additional scope of work and funding associated with this amendment will enable the New Hampshire Rivers Council project team to address the sediment in the Second Street culvert by modeling existing conditions, incorporating those findings into the hydraulic and hydrologic data set, acquiring the necessary permits, and by providing construction oversight of the work associated with clearing the Second Street culvert. This work is not only necessary to continue the restoration progress on McQuesten Brook but also to ensure the safety of the traveling public relative to the Second Street stream crossing. To date, \$97,700 of the grant amount of \$99,000 has been spent.

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.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Robert R. Scott", is written over a horizontal line.

Robert R. Scott, Commissioner

Agreement for Services with the New Hampshire Rivers Council
Amendment No. 4

This Agreement (hereinafter called the "Amendment") dated this 25th day of March, 2019, 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 New Hampshire Rivers Council, acting by and through its President, Michele L. Tremblay (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council on April 17, 2013, its first amendment (hereinafter called "Amendment 1"), its second amendment (hereinafter called "Amendment 2") and its third amendment (hereinafter called "Amendment 3"), 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 the Amendments 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 Paragraph 1.6 of the Agreement shall be changed from December 31, 2018, to September 30, 2019.
- (B) The grant limitation shall be increased by \$46,150 to bring the total grant award from \$99,000 to \$145,150.
- (C) The non-federal match requirement as listed in Exhibit B (Contract Price and Method of Payment) shall be increased by \$30,782 from \$66,033 to \$96,815.
- (D) Exhibit A (Scope of Services) shall be amended to include additional tasks as follows:
 - Task 54. Coordinate with consultant and City of Manchester to conduct site visits and in-stream survey work.
 - Task 55. Coordinate with consultant to review HEC-RAS models and update proposed conditions model with survey data collected under Task 54.
 - Task 56. Coordinate with consultant to complete draft and final designs, technical memo, and engineer's opinion of probable cost for construction/restoration work.
 - Task 57. Facilitate the development of permit applications required for project.
 - Task 58. Collaborate with consultant to perform construction oversight. The City of Manchester will coordinate construction activities.
 - Task 59. Co-facilitate meetings with the consultant during the project period.

Signor Initials

Date 4.2.19

(E) Exhibit B (Contract Price and Method of Payment) shall be changed as follows. All other tasks and payments remain unchanged.

Task Description	Original Payment	Revised Payment	Difference
Upon completion and NHDES approval of Task 52	\$500	\$1,250	\$750
Upon completion and NHDES approval of Task 53	\$24,000	\$24,750	\$750
Upon completion and NHDES approval of Task 54	\$0	\$9,850	\$9,850
Upon completion and NHDES approval of Task 55	\$0	\$3,650	\$3,650
Upon completion and NHDES approval of Task 56	\$0	\$15,000	\$15,000
Upon completion and NHDES approval of Task 57	\$0	\$4,400	\$4,400
Upon completion and NHDES approval of Task 58	\$0	\$9,850	\$9,850
Upon completion and NHDES approval of Task 59	\$0	\$1,900	\$1,900
TOTALS	\$24,500	\$70,650	\$46,150

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.

Signor Initials W
Date 4.2.19

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

New Hampshire Rivers Council

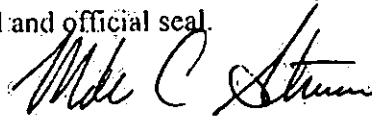
By


Michele L. Tremblay, President

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this the second day of April, 2019, before the undersigned officer, personally appeared Michele L. Tremblay 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.




NP or JP name and circle title

My Commission Expires: 24 June 2020

MARK C. STEVENS, Notary Public
My Commission Expires June 24, 2020

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By


Robert R. Scott, Commissioner

Approved by Attorney General this 24th day of April, 2019

OFFICE OF ATTORNEY GENERAL

By 

State of New Hampshire

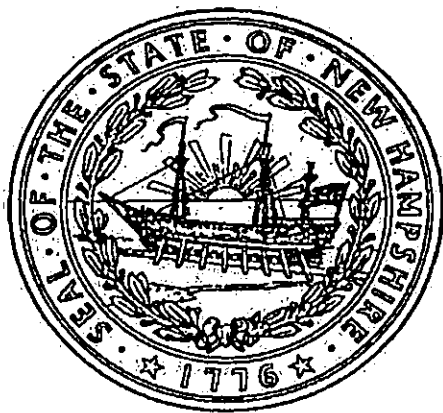
Department of State

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 registered to transact business in New Hampshire on July 09, 1993. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 193403

Certificate Number: 0004486542



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2019.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State


CERTIFICATE of AUTHORITY

I, Sally Soule, 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 5 day of April, 2019.




Sally Soule, Secretary

STATE OF NEW HAMPSHIRE

County of Rockingham

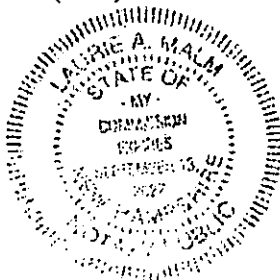
On this the 5 day of April, 2019, before me Laurie A. Malm (name of notary public/justice of the peace) the undersigned officer, personally appeared Sally Soule who acknowledged him/herself to be the Secretary of the New Hampshire Rivers Council being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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



Name of notary public/justice of the peace

Commission Expiration Date: 09/13/2022
(Seal)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/18/2018

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425		CONTACT NAME: Eleanor Spinazzola PHONE (A.C. No. Foll): (603) 293-2791 FAX (A.C. No.): (603) 293-7188 E-MAIL: eleanorspinazzola@esinsurance.net ADDRESS:	
INSURED New Hampshire Rivers Council 54 Portsmouth Street Concord NH 03301		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Co INSURER B: Foremost Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES: CERTIFICATE NUMBER: 2018 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. SUBR. RSD	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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHP1809831	05/19/2018	05/19/2019	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 - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC001674029	05/19/2018	05/19/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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

State of New Hampshire
29 Hazen Drive
Concord NH 03301

CANCELLATION

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/02/2019

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 have ADDITIONAL INSURED provisions or 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):

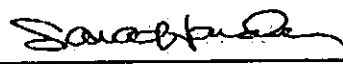
PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gifford NH 03247-7425	CONTACT NAME: Eleanor Spinazzola PHONE (A/C, No, Ext): (603) 293-2791 FAX (A/C, No): (603) 293-7188 E-MAIL ADDRESS: eleanorspinazzola@esinsurance.net																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Philadelphia Insurance Co</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td>Hartford Ins. Co. of the Midwest</td> <td>37478</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Philadelphia Insurance Co		INSURER B:	Hartford Ins. Co. of the Midwest	37478	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
INSURER A:	Philadelphia Insurance Co																				
INSURER B:	Hartford Ins. Co. of the Midwest	37478																			
INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED New Hampshire Rivers Council 54 Portsmouth Street Concord NH 03301																					

COVERAGES CERTIFICATE NUMBER: 2019 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 SUBR INSD	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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHP1957326	05/19/2019	05/19/2020	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 - COM/POP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHP1957326	05/19/2019	05/19/2020	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	04WECAC8HDZ	05/19/2019	05/19/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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 State of New Hampshire 29 Hazen Drive Concord NH 03301	CANCELLATION 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 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

Katherine Zink



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Robert R. Scott, Commissioner

November 20, 2017

APPROVED G & C

His Excellency, Governor Christopher T. Sununu
and The Honorable Council
State House
Concord, NH 03301

DATE 12/20/17
ITEM # 50

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to amend a SOLE SOURCE agreement (PO #1029339) with the New Hampshire Rivers Council (VC #166749), for the *McQuesten Brook and Pond Watershed Restoration Plan - Phase 2 Implementation: Dam Removals* project by: a) changing the Completion Date from December 31, 2017 to December 31, 2018 effective upon Governor and Council (G&C) approval. The original agreement was approved by the G&C on April 17, 2013, Item #78; Amendment No. 1 was approved by G&C on September 16, 2015, Item #5C; Amendment No. 2 was approved by G&C on December 7, 2016 Item #61 included as Attachment A. 100% Federal Funds.

EXPLANATION

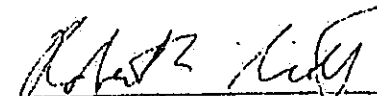
This Amendment is requested as SOLE SOURCE because the New Hampshire Rivers Council is the only organization that could complete this project because the work continues on-going activities under an existing approved scope of work and subcontract agreements. Selecting another grantee to complete the work at this stage of the project would be logistically and financially infeasible.

NHDES is requesting approval for this Amendment to allow the grantee additional time to complete the project. Initially, post-dam removal assessment activities scheduled throughout the project area were scheduled for the fall of 2017. Following consultation with fisheries biologists at the New Hampshire Fish and Game Department (NHFG), the New Hampshire Rivers Council was advised to postpone any fish population and stream channel assessments that would disturb spawning, naturally reproducing, eastern brook trout that are found in the restored reaches of McQuesten Brook during the fall and winter months. This Amendment will enable sampling to be conducted in the summer of 2018.

This project is a crucial phase of a broad, watershed-scale restoration effort to remove barriers and ameliorate stormwater pollution in the McQuesten Brook watershed in Manchester and Bedford, New Hampshire. In addition to removing McQuesten Brook from the impaired waters list, this project will protect habitat for the rare and naturally reproducing population of eastern brook trout in one of the most populated and developed areas of New Hampshire. This phase of the project provides the opportunity to perform confirmation monitoring in McQuesten Brook that will support the removal of the brook from the impaired waters list. To date \$97,700 of the grant amount of \$99,000 has been spent.

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.


Robert R. Scott, Commissioner

**Agreement for Services with the New Hampshire Rivers Council
Amendment No. 3**

This Agreement (hereinafter called the "Amendment") dated this 9th day of November, 2017, 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 New Hampshire Rivers Council, acting by and through its President, Michele L. Tremblay (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council on April 17, 2013, its first amendment (hereinafter called "Amendment 1"), and its second amendment (hereinafter called "Amendment 2"), 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 the Amendments and set forth herein, the parties hereto do hereby agree as follows:

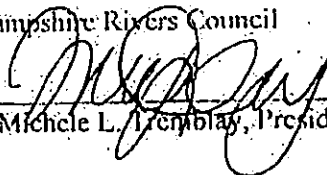
1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
 - (A) The completion date as set forth in Paragraph 1.6 of the Agreement shall be changed from December 31, 2017, to December 31, 2018.
2. Effective Date of Amendment: This Amendment shall take effect upon the date 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.

Signor Initials 

Date 11.9.17

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

New Hampshire Rivers Council

By 
Michele L. Tremblay, President

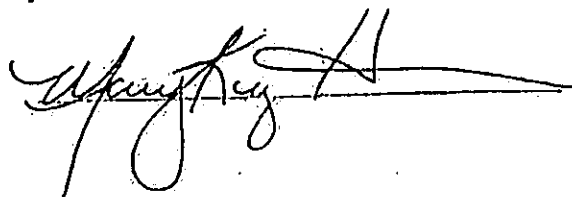
STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this the 9 day of November, 2017, before the undersigned officer, personally appeared Michele L. Tremblay who acknowledged herself to be the person who executed the foregoing instrument for the purpose therein contained.

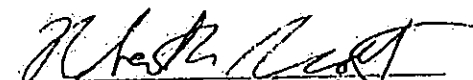
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:



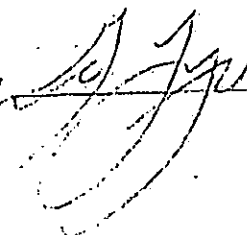


THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By 
Robert R. Scott, Commissioner

Approved by Attorney General this 27 day of November, 2017

OFFICE OF ATTORNEY GENERAL

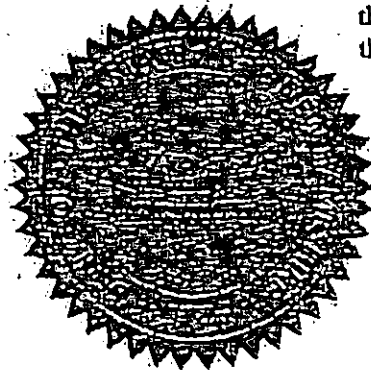
By 

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 30th day of December A.D. 2015



William M. Gardner

William M. Gardner
Secretary of State

CERTIFICATE of AUTHORITY

I, Sally Soule, 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 herunto set my hand as the Secretary of the New Hampshire Rivers Council, this 13 day of November, 2017

Sally Soule

Sally Soule, Secretary

STATE OF NEW HAMPSHIRE

County of Rockingham

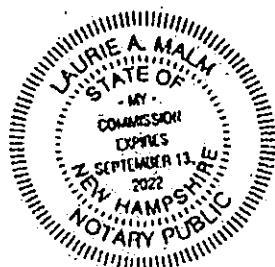
On this the 13 day of November, 2017, before me Laurie A. Malm (name of notary public/justice of the peace) the undersigned officer, personally appeared Sally Soule who acknowledged him/herself to be the Secretary of the New Hampshire Rivers Council being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

Laurie A. Malm

Name of notary public/justice of the peace

Commission Expiration Date: 09-13-2022
(Seal)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/17/2017

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).

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Pat Mack PHONE: (603) 293-2791 FAX: (603) 293-7168 EMAIL: pat@esinsurance.com	
	INSURER(S) AFFORDING COVERAGE: INSURER A: Philadelphia Insurance Co INSURER B: Foremost Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED New Hampshire Rivers Council 54 Portsmouth Street Concord NH 03301	NAIC # 11105	

COVERAGES CERTIFICATE NUMBER: 2017-18 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	POLY NO	POLICY NO	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 GLIML AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PRPKL633520	5/19/2017	5/19/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (if a separate policy) \$ 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
	AUTOMOBILE LIABILITY <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 PER ACCIDENT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DISCREPTION OF OPERATIONS below	Y/N	N/A	5/19/2017	5/19/2018	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)

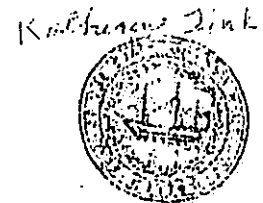
CERTIFICATE HOLDER: NH Department of Environmental Services 29 Hazen Drive PO Box 95 Concord, NH 03302-0095	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Pat Mack/PAT <i>Pat Mack</i>
--	--

© 1988-2014 ACORD CORPORATION. All rights reserved.

**Attachment A:
Original Agreement, Amendment 1 and Amendment 2**



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

October 26, 2016

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

APPROVED G & C
DATE 12/7/16
ITEM # 61

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to amend a **SOLE SOURCE** agreement (PO #1029339) with the New Hampshire Rivers Council (VC #166749) for the *McQuesten Brook and Pond Watershed Restoration Plan - Phase 2 Implementation: Dam Removals* project by: a) changing the Completion Date from December 31, 2016 to December 31, 2017; b) increasing the Grant Limitation by \$10,000; to \$99,000 from \$89,000; c) increasing non-Federal matching funds required by \$6,670; to \$66,033 from \$59,363; and, d) changing Exhibit B to revise the Task payment amounts, all effective upon Governor and Council (G&C) approval. The original agreement was approved by the G&C on April 17, 2013, Item #78; Amendment No. 1 was approved by G&C on September 16, 2015, Item #5C included as Attachment A. 100% Federal Funds.

Funding is available in the account as follows:

Acct # 03-44-44-442010-2035-072-500574	FY 2017
Dept. Environmental Service, NPS Restoration Program, Grants-Federal	\$10,000

EXPLANATION

This Amendment is requested **SOLE SOURCE**. The New Hampshire Rivers Council is the only organization that could complete this project because the new work continues the on-going activities under the existing approved scope of work and the subcontract agreements. Selecting another grantee to complete the work at this stage of the project would be logistically and financially infeasible.

NHDES is requesting approval for this Amendment to allow the grantee additional time, and funding to complete the project. The City of Manchester is conducting construction of the restoration work at no charge to the Council. The City crew's availability is limited to the fall and winter of 2016 and 2017, respectively. Additionally, this Amendment includes additional funding, and the reallocation of existing grant funds associated with Tasks 9, 10, and 29, to be allocated to a new task to be called Task 53. Task 53 shall read as follows: *Coordinate with contractor and City of Manchester to purchase and/or rent materials and equipment for dam removals and plantings, provide construction oversight, and reporting.* The City has not previously conducted in-stream restoration work so the Council wishes to retain the services of a fluvial geomorphologist to oversee the restoration. The City is providing an invaluable cost-savings by conducting the restoration as part of its Public Works Department's work.

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 New Hampshire Rivers Council
Amendment No. 2**

This Agreement (hereinafter called the "Amendment") dated this 2nd day of October, 2016, 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 New Hampshire Rivers Council, acting by and through its President, Michele L. Tremblay (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council on April 17, 2013, and its first amendment (hereinafter called "Amendment 1"), 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 Paragraph 1.6 of the Agreement shall be changed from December 31, 2016, to December 31, 2017.
- (B) The grant limitation shall be increased by \$10,000 to bring the total grant award from \$89,000 to \$99,000.
- (C) The non-federal match requirement as listed in Exhibit B (Contract Price and Method of Payment) shall be increased by \$6,670 from \$59,363 to \$66,033.
- (D) Exhibit A (Scope of Services) shall be changed to include an additional task. Task 53 shall read as follows: *Coordinate with contractor and City of Manchester to purchase and/or rent materials and equipment for dam removals and plantings, provide construction oversight, and reporting.*
- (E) Exhibit B (Contract Price and Method of Payment) shall be changed as follows. All other tasks and payments remain unchanged.

Task Description	Original Payment	Revised Payment	Difference
Upon completion and DES approval of Task 9	\$3,000	\$0	(\$3,000)
Upon completion and DES approval of Task 10	\$9,000	\$0	(\$9,000)
Upon completion and DES approval of Task 29	\$2,000	\$0	(\$2,000)
Upon completion and DES approval of Task 53	\$0	\$24,000	\$24,000
TOTALS	\$14,000	\$24,000	\$10,000

Signor Initials *W*
Date 10.14.16

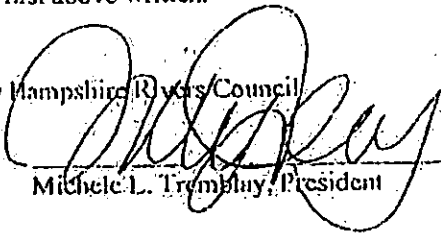
2. **Effective Date of Amendment:** This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.
3. **Continuance of Agreement:** Except as specifically amended and modified by the terms and conditions of this Amendment, 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.

Signor Initials WA
Date 1.1.19-130

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

New Hampshire Rivers Council

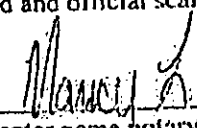
By

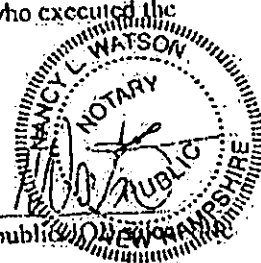

Michele L. Tremblay, President

STATE OF NEW HAMPSHIRE
COUNTY OF Merrimack

On this the 14 day of October, 2016, before the undersigned officer, personally appeared Michele L. Tremblay 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.


enter name notary public

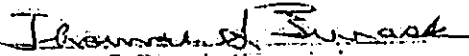


My Commission Expires:

NANCY L. WATSON, Notary Public
My Commission Expires July 24, 2018

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

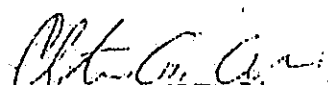
By


Thomas S. Burack, Commissioner

Approved by Attorney General this 10th day of November, 2016

OFFICE OF ATTORNEY GENERAL

By



CERTIFICATE of AUTHORITY

I, Jacque Colburn, 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 14th day of October 2016.

Jacque Colburn
Jacque Colburn, Secretary

STATE OF NEW HAMPSHIRE

County of Merrimack

On this the 14th day of October 2016 before me Michele L. Tremblay (name of notary public/justice of the peace) the undersigned officer, personally appeared Jacque Colburn 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.

Michele L. Tremblay
Notary of notary public/justice of the peace

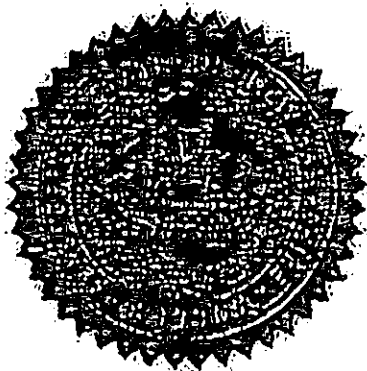
Commission Expiration Date:
(Seal)

MICHELE L. TREMBLAY
Justice of the Peace - New Hampshire
My Commission Expires July 13, 2021

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 28th day of February A.D. 2013

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/28/2016

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).

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT Name: Pat Mack Phone: (603) 293-2791 Email: pmack@esinsurance.com Address:	TAX (AG No): (603) 293-7188
INSURED New Hampshire Rivers Council 54 Portsmouth Street Concord NH 03301	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Co INSURER B: Foremost Insurance Company INSURER C: INSURER D: INSURER E:	NAIC # 11105

COVERAGES CERTIFICATE NUMBER: 2016-20017 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.

TYPE	TYPE OF INSURANCE	AGGREGATE	POLICY NUMBER	POLICY LIST (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 AMOUNTS PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER OCCUR <input type="checkbox"/> LOC OTHER:		PH001670933	5/19/2016	5/19/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED EQUIPMENT (Per Occurrence) \$ 1,000,000 MEDICAL (Any and All) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTION - COMPANY AGS \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRER AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					DAMAGE TO RENTED EQUIPMENT BODILY INJURY (Per Occurrence) BODILY INJURY (Per Occurrence) PROPERTY DAMAGE (Per Occurrence)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> PER POLICY <input type="checkbox"/> PER OCCUR <input type="checkbox"/> CLAIMS MADE					EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROVISIONS OF THE REGULATION OF WORKERS COMPENSATION EXCLUDED? (Mandatory in NH) If yes describe below:	Y/N N N/A	WC001674029	5/19/2016	5/19/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> PER CITY \$1. EACH ACCIDENT \$ 100,000 \$1. DISABILITY - CA EMPLOYEE \$ 100,000 \$1. DISABILITY - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER NH Department of Environmental Services 29 Hazen Drive PO Box 95 Concord, NH 03302-0095	CANCELLATION 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 / PAIRLINE
---	---



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Jeff MacCoun



Thomas S. Burack, Commissioner

August 18, 2015

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

APPROVED G & C

DATE 9/16/15

ITEM # 5C

REQUESTED ACTION

Authorize the Department of Environmental Services to amend an agreement (PO #1029339) with the New Hampshire Rivers Council (VC #166749), for the *McQuesten Brook and Pond Watershed Restoration Plan - Phase 2 Implementation: Dam Removals*, project by changing the Completion Date to December 31, 2016 from December 31, 2015 effective upon Governor and Council approval. The original agreement was approved by the G&C on April 17, 2013, Item #78. No additional funding is requested in this Amendment. 100% Federal Funds.

EXPLANATION

DES is requesting approval of this amendment to allow the grantee additional time to complete the project. During the survey and design process, it was determined that a Section 106 historical and archeological study is required and a Request for Project Review must be submitted to the NH Division of Historic Resources. When the review is completed, the next steps are to complete the designs and to determine where landowner access may be required. The designs are currently 75% complete. Because construction in the fall would be detrimental to the Eastern Brook Trout, the City of Manchester would not be able to begin construction until after the spring spawning season in 2016. Please see Attachment A for a copy of the original grant agreement.

This project is the first phase of an important restoration effort to remove barriers and ameliorate stormwater erosion and pollution in the McQuesten watershed. In addition to removing this watershed from the impaired waters list, this project will protect habitat for the rare and naturally reproducing population of Eastern Brook Trout in one of the most populated and developed areas of New Hampshire. This phase of the project provides a study, design, permitting and construction to remove three small dams or barriers in McQuesten Brook.

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.

Thomas S. Burack
Thomas S. Burack, Commissioner

**Agreement for Services with the New Hampshire Rivers Council
Amendment No. 1**

This Agreement (hereinafter called the "Amendment"), dated this 10th day of August, 2015, 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 New Hampshire Rivers Council, acting by and through its President, Michele L. Tremblay (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council on April 17, 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 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 Paragraph 1.6 of the Agreement shall be changed from December 31, 2015, to December 31, 2016.
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.

Signor Initials *MLT*
Date 8.13.15

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

New Hampshire Rivers Council
By *Michele L. Tremblay*
Michele L. Tremblay, President

STATE OF NEW HAMPSHIRE
COUNTY OF *Merrimack*

On this the *13th* day of August 2015, before the undersigned officer, personally appeared Michele L. Tremblay 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.

My Commission Expires: *11-17-15*

KAREN M. ROSE, Notary Public
My Commission Expires November 17, 2015

Karen M. Rose

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By *Thomas S. Burack*
Thomas S. Burack, Commissioner

Approved by Attorney General this *27th* day of *August*, *2015*

OFFICE OF ATTORNEY GENERAL

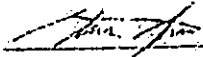
By *Ch. G. [Signature]*

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 December 24, 2014 the New Hampshire Rivers Council voted to accept DES funds and to enter into a contract 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 19 day of August



Steven Lowe, Secretary

STATE OF NEW HAMPSHIRE
County of Merrimack

On this the 19th day of August, before me Mary R. Heald (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.



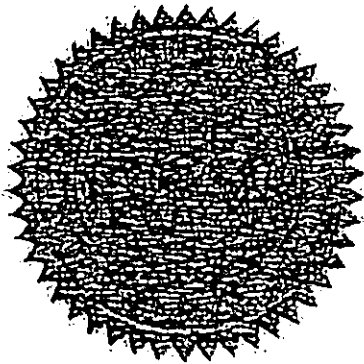
Name of notary public/justice of the peace

Commission Expiration Date: Sept 17, 2019
(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 13th day of August 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)
6/17/2015

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).

PRODUCER

E & S Insurance Services LLC

21 Meadowbrook Lane

P O Box 7425

Gilford

NH 03247-7425

INSURED

New Hampshire Rivers Council

54 Portsmouth Street

Concord

NH 03301

CONTACT: Pat Mack

PHONE: (603) 273-2791

FAX: (603) 273-2791

EMAIL: pat@esinsurance.com

WEBSITE: www.esinsurance.com

INSURER(S) AFFORDED COVERAGE

INSURER A Philadelphia Insurance Co

INSURER B Foremost Insurance Company

INSURER C:

INSURER D:

INSURER E:

INSURER F:

NAE#

11105

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.

TYPE OF INSURANCE	CLASSIFICATION	POLICY NUMBER	START DATE	END DATE	LIMITS
X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	N/A	PHPK1165819	5/19/2015	5/19/2016	FAULT OCCURRENCE (EXCEPT TO BODILY INJURY & PROPERTY DAMAGE) \$ 1,000,000
					NON-FPP (NEW OR EXISTING) \$ 20,000
X POLICY	N/A	N/A	N/A	N/A	PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS-COMPLAINTS AND \$ 2,000,000
AUTOMOBILE LIABILITY					
ANY AUTO	SCHEDULED				PERSONAL & ADV INJURY (per person) \$
ALL VEHICLES	AUTOS				BODILY INJURY (per accident) \$
LEASED AUTOS	NON-SCHEDULED				PROPERTY DAMAGE (per occurrence) \$
UMBRELLA LIAB	OCCUR				FAULT OCCURRENCE \$
EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS LIABILITY					
ANY PROFESSIONAL LIABILITY		N/A	5/19/2015	5/19/2016	EL EACH ACCIDENT \$ 100,000
ANY PROFESSIONAL LIABILITY		WC001674025			EL DISEASE - EACH OCCASION \$ 100,000
					EL DISEASE - PER YEAR \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached here space to required)

CERTIFICATE HOLDER

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

CANCELLATION

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

© 1988-2014 ACORD CORPORATION. All rights reserved.

**Attachment A:
Original Agreement**



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

March 14, 2013

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

DATE 4/17/13
ITEM # 78

REQUESTED ACTION

Authorize the Department of Environmental Services to enter into an agreement with the New Hampshire Rivers Council, Concord NH, (VC #166749) in the amount of \$89,000 to complete the *McQuستن Brook and Pond Watershed Restoration Plan, Phase 2 Implementation: Dam Removals*, effective upon Governor and Council approval through December 31, 2015. 100% Federal Funds.

Funding is available in the account as follows:

03-44-44-442010-2035-072-500574 ICY 2013
\$89,000
Dept. Environmental Services, NPS Restoration Program, Grants-Federal

EXPLANATION

The Department of Environmental Services (DES) issued a Request For Proposals (RFP) for the 2013 Watershed Assistance Grants program. Fifteen proposals were received. The proposals were ranked based on the criteria included in the RFP: water quality improvement or protection; cost/benefit ratio; local capacity to complete the project; relative value or significance of the water body; and, general quality and thoroughness of the proposal. Bonus points were available for projects that implemented a watershed management plan; reduced nitrogen loading to Great Bay; or, addressed waters impaired by hydro-modification. Based on results of the selection process and available federal grant funding levels, the nine highest ranked projects were selected to receive funding. Please see Attachment D for a list of project rankings and review team members.

The Watershed Assistance Grants focus 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.

The McQuesten Brook watershed covers 563 acres in Bedford and Manchester. McQuesten Brook originates in Bedford, flows into Manchester, and collects outlet waters from McQuesten Pond before flowing back into Bedford and under the Everett Turnpike to meet the Merrimack River. McQuesten Brook is listed as impaired for failure to support aquatic life due to insufficient dissolved oxygen. The brook is also impaired for excessive chlorides. McQuesten Pond fails to support aquatic life due to insufficient dissolved oxygen content and fails to support primary contact recreation due to excessive concentrations of Chlorophyll-a. These impairments threaten the survivability of a documented population of naturally reproducing, Eastern Brook Trout.

The goals of this project are to develop dam removal feasibility analyses for three obsolete stream barriers in McQuesten Brook; remove the structures, and restore approximately 1,500 feet of McQuesten Brook with proper stream pattern, riparian buffers, and access to floodplains. Success will be measured by the removal of three stream barriers within McQuesten Brook, physical, chemical, and biological data generated pre- and post-dam removal through the implementation of the Gulf of Maine Council on the Marine Environment Stream Barrier Removal Monitoring protocols. Other success in the watershed will be measured by the number of residents that voluntarily participate in the DES Soak Up The Rain initiative to install residential-scale stormwater Best Management Practices. Collectively, these implementation actions will bring project partners closer to realizing the ultimate goal of returning McQuesten Brook to fully supporting designated uses.

The total project costs are budgeted at \$148,363. DES will provide \$89,000 (60%) of the project costs through a federal grant and the New Hampshire Rivers Council 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

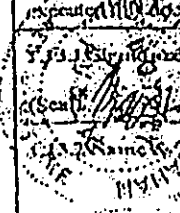
Subject: McQuesten Brook and Pond Watershed Restoration Plan - Phase 2 Implementation:
Dam Removals

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

GENERAL PROVISIONS

1. 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 New Hampshire Rivers Council		1.4 Grantee Address 54 Portsmouth Street Concord, NH 03301	
1.5 Effective Date Upon G&C approval	1.6 Completion Date December 31, 2015	1.7 Audit Date N/A	1.8 Grant Limitation \$89,000
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>Eric Williams</i>		1.12 Name & Title of Grantee Signer Eric Williams, Supervisor	
1.13 Acknowledgment: State of New Hampshire, County of <u>Merrimack</u> , On <u>6/11/13</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 Agreement in the capacity indicated in block 1.2.			
1.14 State Agency Signature(s) <i>Thomas S. Burack</i>		1.15 Name/Title of State Agency Signer(s) Thomas S. Burack, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By: <i>[Signature]</i> Attorney, On: <u>6/11/13</u>			
1.17 Approval by the Governor and Council By: _____ On: <u>1 1</u>			

1.13.1 Signed as a Notary Public in Justice of the Peace
 *Eric Williams* Notary Public
 Comm. Ex. 23 April, 2013

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. **AIRBA CONTINUED.** 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 amounts requested, or permitted, to be withheld pursuant to N.H. RSA 207 through 209.

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 any expected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.6 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, payroll, records of personnel, data (in that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "audit" includes all persons, natural or fictional, affiliates 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 contractual 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; LIMITATION ON 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, formulas, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, reports, recommendations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all, whether finalized 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, disposal, or any other purpose whatsoever.

9.3 The 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 continuation 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 these funds, the State shall have the right to withhold payments 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 "Event of Default"):

- 11.1.1 failure to perform the Project satisfactorily on the 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 better 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.

Grantee Initials *huf*
Date *3-6-13*

and setting 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 Default shall never be paid to the Grantee; and

11.2.) 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 that 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 of employee of the Grantee, and no representative, officer of 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 function or responsibility 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 interests 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 proprietary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S EMPLOYMENT TO THE STATE. In the performance of this Agreement, the Grantee, its employees, and any subcontractors or subgrantees 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, wages, 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, firm 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 or claim of, based on, resulting from, arising out of (in 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 OBLIGATION.

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or licensee performing Project work, to obtain and maintain in force, both for the

length of the State, the following insurance:

17.1.1 statutory worker's compensation and employee 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 in 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 OBJECTION. No failure by the State to enforce any provisions hereof shall constitute 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. 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 hereof 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 first above given.

20. 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 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 said parties in the interests of the parties and their respective successors and assigns. The copies of the original and true copies of this Agreement and any amendments or modifications of the subject matter hereof 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 party 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.


Grantee Initials 
Date 3.6.13

Exhibit A
Scope of Services

The New Hampshire Rivers Council (NHRC) shall perform the following tasks as described in the detailed proposal titled *McQuesten Brook and Pond Watershed Restoration Plan - Phase 2 Implementation: Dam Removals* submitted by the NHRC, dated November 21, 2012:

Objective 1: By June 1, 2013, the New Hampshire Rivers Council (NHRC) has entered into a contract with a consultant or team of consultants to implement the design, engineering, and permitting for dam removals in the McQuesten Brook watershed.
Measures of Success: A signed contract between NHRC and consultant or consultant team

Deliverable 1: Provide the New Hampshire Department of Environmental Services (DES) with draft and final copies of the Request for Qualifications (RFQ) and contract documents.

Task 1: Work collaboratively with representatives from DES and the New Hampshire Fish & Game Department (NHFG) to draft, finalize, and advertise the RFQ for services to generate the designs, engineering, surveys, and permitting required for dam removals within the McQuesten Brook watershed. The RFQ must be reviewed and approved by DES prior to publication and meet State and Federal procurement rules.
Task 2: Coordinate with DES and NHFG personnel to review, rank, and score RFQ submittals to determine which firms to interview if necessary. Invite the top ranked firm to submit a scope and fee estimate to complete the work. Negotiations will proceed until a signed contract is executed.

Objective 2: By June 30, 2013, a Quality Assurance Project Plan (QAPP) and/or Site Specific Project Plan (SSPP) covering environmental data collection relative to surveys and implementation of the Gulf of Maine on the Marine Environment (GOMC) Stream Barrier Removal Monitoring Protocols is approved.
Measures of Success: The NHRC will receive the completed signature page from DES and the U.S. Environmental Protection Agency (EPA).

Deliverable 2: Provide DES with draft and final versions of the SSPP and/or QAPP for Phase II Implementation in the McQuesten Brook watershed.

Task 3: Coordinate with the consultant to follow DES guidance for developing QAPP and/or SSPP documents and submit a draft to DES for initial review and comment.

Task 4: Coordinate with the consultant to incorporate requested edits from DES into draft QAPP and/or SSPP and generate final document for DES and EPA approval.

Objective 3: By July 1, 2013, the consultant has defined the Area of Potential Effect (APE) and completed the Request for Project Review (RPR) form and submitted it to the New Hampshire Division of Historical Resources (NHDR).

Measures of Success: The NHRC and project team will receive guidance from the NHDR relative to the scale and scope of work required to preserve the integrity of historical and archeological resources in the project area.

Deliverable 3: Provide DES with copy of the completed RPR form successfully submitted to NHDR.

Task 5: Collect and review available topographic and demographic data and resource information on file with the City of Manchester, Manchester Historic Association, DES, NHRC, NHFG other state agencies, etc. relevant to project areas.

Task 6: Coordinate with the consultant to delineate the project areas surrounding the three proposed dam removal sites with consideration to architectural and archaeological resource impacts resulting from the proposed scopes of work.

Task 7: Coordinate with the consultant to compile all information gathered from existing data review and the APE results and compile them into a technical memorandum that will form the basis for the RPR. Distribute the memorandum to the project team.

Task 8: Coordinate with the consultant to incorporate compiled data and information into the RPR and submit to the NHDMR for review and recommendation once approved by the project team and Lead Federal Agency representative.

Objective 4: By August 1, 2013, Conduct Phase II Archaeological analyses throughout project area sufficient to address the Section 106 consultation process

Measures of Success: Full compliance with Section 106 requirements at all dam removal sites within the McQuesten Brook watershed.

Deliverable 4: Provide DES with copies of the Section 106 compliance plan and summary report of findings in the project area.

Task 9: Coordinate with the consultant to work with project partners to develop a plan to address the Section 106 consultation process commensurate with the potential removal of the three dams in the watershed.

Task 10: Coordinate with the consultant to implement Phase II plan elements (test pits, etc.) to determine the architectural and archaeological resources within the project area and facilitate the Section 106 consultation process.

Objective 5: By September 1, 2013, the consultant has completed the necessary field surveys and base mapping within the project area sufficient to create existing conditions plan and base map for use in permitting and project design.

Measures of Success: The NHRC receives dam structures topographic survey data and report, brook/impoundment survey report, and existing conditions plan and base map for project area.

Deliverable 5: Provide DES with copies of the existing conditions plan and base map with supporting survey data.

Task 11: Coordinate with the consultant to complete a field survey of the dam structures, adjacent retaining walls, associated structures, and any impacted utilities or private property. Document property lines, wetlands, and floodplains.

Task 12: Coordinate with the consultant to complete a brook/impoundment survey of the project area of sufficient detail to conduct hydrologic analyses that demonstrate pre and post-removal conditions on McQuesten Brook.

Task 13: Coordinate with the consultant to identify, delineate, and flag all wetland boundaries and resource areas of concern within the project area. This information will be used for project planning and permitting.

Task 14: Perform the necessary field work to document topography, bathymetry, and channel geometry in both plan view and cross section suitable for construction specifications and permitting process.

Task 15: Coordinate with the consultant to complete a deed and title search using existing documents available from the City of Manchester and Hillsborough County Register of Deeds.

Objective 6: By December 31, 2013, a sediment analysis, management and mitigation (if necessary) study will be completed and reported out to project partners.

Measures of Success: Development of recommended sediment management options and a plan to implement them in place.

Deliverable 6: Provide DES with documentation of the conceptual plan and preliminary cost estimate for removal, dewatering, and disposal of sediments.

Grantee initials: *JVJ*
Date: 3.6.13