



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Robert R. Scott, Commissioner

November 20, 2017

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 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

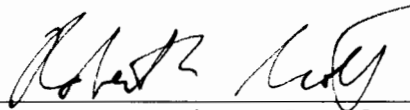
This Amendment is requested as **SOLE SOURCE** because the New Hampshire Rivers Council is the only organization that could complete this project because the work continues on-going activities under an existing approved scope of work and subcontract agreements. Selecting another grantee to complete the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

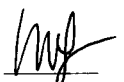
NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and the Amendments and set forth herein, the parties hereto do hereby agree as follows:

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

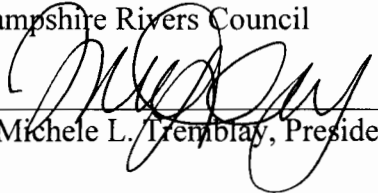


Date 11.9.17

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

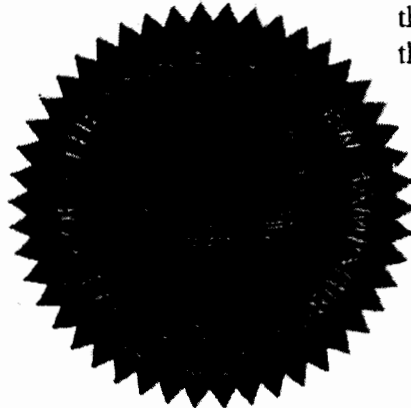


State of New Hampshire
Department of State

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



A handwritten signature in black ink, appearing to read "William Gardner", is written over the printed name and title.

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 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 (A/C, No, Ext): (603) 293-2791 FAX (A/C, No): (603) 293-7188 E-MAIL ADDRESS: pat@esinsurance.com														
INSURED New Hampshire Rivers Council 54 Portsmouth Street Concord NH 03301	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Insurance Co</td> <td></td> </tr> <tr> <td>INSURER B: Foremost Insurance Company</td> <td>11185</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Insurance Co		INSURER B: Foremost Insurance Company	11185	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1633520	5/19/2017	5/19/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$																
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						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	WC001674029	5/19/2017	5/19/2018	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%;"></td> <td style="width: 50%; text-align: center;">PER STATUTE</td> <td style="width: 50%;"></td> <td style="width: 50%; text-align: center;">OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td style="text-align: center;">\$</td> <td>100,000</td> <td></td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td style="text-align: center;">\$</td> <td>100,000</td> <td></td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td style="text-align: center;">\$</td> <td>500,000</td> <td></td> </tr> </table>		PER STATUTE		OTH-ER	E.L. EACH ACCIDENT	\$	100,000		E.L. DISEASE - EA EMPLOYEE	\$	100,000		E.L. DISEASE - POLICY LIMIT	\$	500,000	
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E.L. DISEASE - EA EMPLOYEE	\$	100,000																					
E.L. DISEASE - POLICY LIMIT	\$	500,000																					

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

CERTIFICATE HOLDER

CANCELLATION

NH Department of Environmental Services 29 Hazen Drive PO Box 95 Concord, NH 03302-0095	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Pat Mack/PAT <i>Pat M Mack</i>
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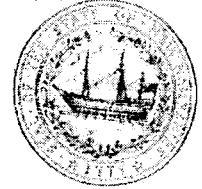
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**Attachment A:
Original Agreement, Amendment 1 and Amendment 2**



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Katherine Zink



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 MT
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.

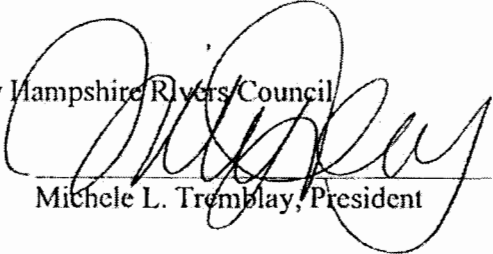
3. **Continuance of Agreement:** Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Signor Initials W
Date 10.14.16

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

New Hampshire Rivers Council

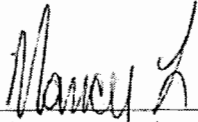
By

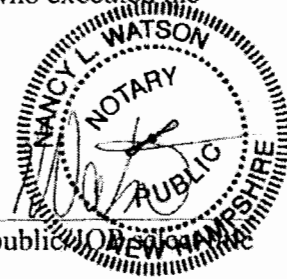

Michele L. Tremblay, President

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

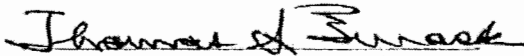


My Commission Expires:

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
Name of notary public/justice of the peace

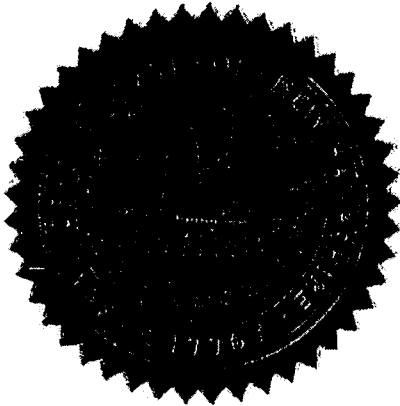
Commission Expiration Date:
(Seal)

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 (A/C, No, Ext): (603)293-2791 FAX (A/C, No): (603)293-7188 E-MAIL ADDRESS: pat@esinsurance.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A Philadelphia Insurance Co</td> <td></td> </tr> <tr> <td>INSURER B Foremost Insurance Company</td> <td>11185</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A Philadelphia Insurance Co		INSURER B Foremost Insurance Company	11185	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER E:														
INSURER F:														
INSURED New Hampshire Rivers Council 54 Portsmouth Street Concord NH 03301														

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR Y/YD	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 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			PBPK1470933	5/19/2016	5/19/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	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 (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 <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 DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC001674029	5/19/2016	5/19/2017	<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 **CANCELLATION**

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



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



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, 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:

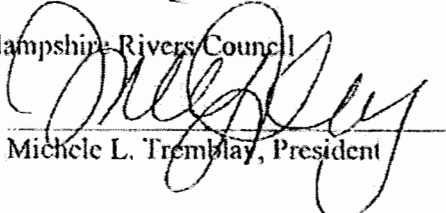
1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
 - (A) The completion date as set forth in Paragraph 1.6 of the Agreement shall be changed from December 31, 2015, to December 31, 2016.
2. Effective Date of Amendment: This Amendment shall take effect upon the date 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 
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, President

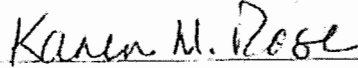
STATE OF NEW HAMPSHIRE
COUNTY OF Merrimack

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.

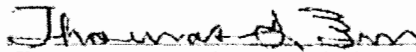
My Commission Expires: 11-17-15

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



THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By


Thomas S. Burack, Commissioner

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

OFFICE OF ATTORNEY GENERAL

By



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 14 day of August.



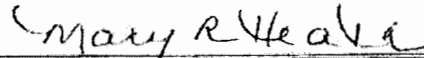
Steven Lowe, Secretary

STATE OF NEW HAMPSHIRE

County of Merrimack

On this the 14th day of August, before me MARY R. HEAL (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.



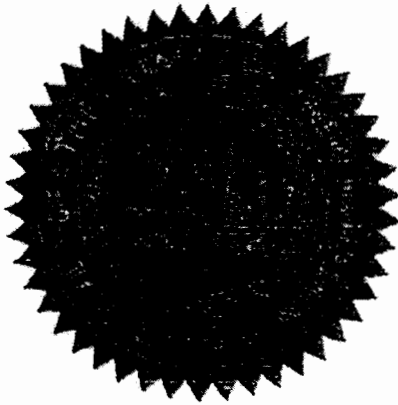
Name of notary public/justice of the peace

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 "William M. 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 NAME: Pat Mack PHONE (A/C, No, Ext): (603) 293-2791 E-MAIL: pat@esinsurance.com ADDRESS:		FAX (A/C, No): (603) 293-7188	
INSURER(S) AFFORDING COVERAGE				NAIC #	
INSURER A: Philadelphia Insurance Co				11185	
INSURER B: Foremost Insurance Company					
INSURER C:					
INSURER D:					
INSURER E:					
INSURER F:					

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.

NSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			PHPK1165859	5/19/2015	5/19/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	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 RETENTIONS		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A	WC001674029	5/19/2015	5/19/2016	PER STATUTE <input type="checkbox"/> OTH ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYER \$ 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>
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**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

APPROVED G.O.C.
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 *McQuesten 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:

	<u>FY 2013</u>
03-44-44-442010-2035-072-500574	\$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 B 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

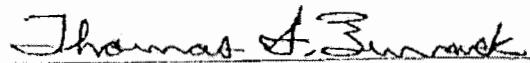
a water body, increasing impervious surfaces, and contributing to the loss of aquatic habitat. Watershed Assistance programs address NPS pollution by managing land use and drainage on a watershed scale.

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

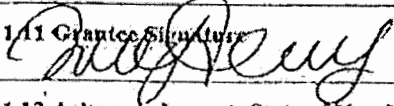
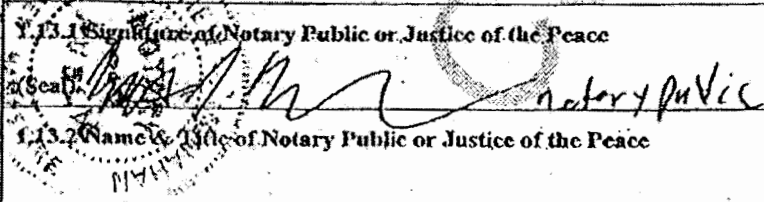
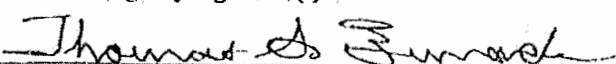

GRANT AGREEMENT

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

I. IDENTIFICATIONS AND DEFINITIONS

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301	
1.3 Grantee Name 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 		1.12 Name & Title of Grantee Signor Michele Tremblay, president	
1.13 Acknowledgment: State of New Hampshire, County of <u>Merrimack</u> On <u>4 Mar 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 document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 		comm ex: 23 April, 2013	
1.13.2 Name & Title of Notary Public or Justice of the Peace Notary Public			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Thomas S. Burack, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution)			
By: 		Attorney, On: <u>4/1/13</u>	
1.17 Approval by the Governor and Council			
By:		On: / /	

2. **SCOPE OF WORK.** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-O, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the state of New Hampshire.

4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the Effective Date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**

5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete, compensation to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.**

In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. **PERSONNEL.**

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform such Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3 The Grant officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA; RETENTION OF DATA; ACCESS.**

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

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4 On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. **EVENT OF DEFAULT; REMEDIES.**

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

- 11.1.1 failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 failure to submit any report required hereunder; or
- 11.1.3 failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

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

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

11.2.2 give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement

and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and 11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

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

12. TERMINATION.

12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4 Notwithstanding anything in this Agreement to the contrary, either the State or except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement, the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (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 AND BOND.

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

benefit of the State, the following insurance:

17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice has been received by the State.

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

19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office 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 and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

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

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

Exhibit A
Scope of Services

The 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 (NHF&G) 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 NHF&G 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 (NHDHR).

Measures of Success: The NHRC and project team will receive guidance from the NHDHR 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 NHDHR.

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, NHF&G 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 NHDHR 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.

Task 16: Coordinate with the consultant to prepare a sediment sampling plan through coordination with state and federal agencies in order to assess sediment quantity and quality using the DES Sediment Quality Guidance document as a reference.

Task 17: Coordinate with the consultant to sample and test sediments for contamination. Work will be limited to sediment chemical analysis and physical parameters. Results will dictate the need for sediment toxicity bioassays.

Task 18: Coordinate with the consultant to model the potential for sediment transport impacts upon McQuesten Brook and the resident eastern brook trout population upstream and downstream of barriers selected for removal.

Task 19: Coordinate with the consultant to develop a conceptual plan and cost estimates for removal, dewatering, and disposal of sediments and other construction debris associated with the removal of the three dams in the watershed.

Objective 7: By January 30, 2014, hydraulic and hydrologic models have been generated to measure the pre and post-dam removal conditions at various flood recurrence intervals to determine the impacts (if any) upon the FEMA floodway within the project area.

Measures of Success: Hydrologic and hydraulic study report delivered to project partners and determination made relative to whether or not a Conditional Letter of Map Revision has to be developed and submitted to FEMA.

Deliverable 7: Provide DES with copies of the hydrologic and hydraulic analysis study report for three dams on McQuesten Brook

Task 20: Coordinate with the consultant to create a hydrologic study for McQuesten Brook and McQuesten Pond through modeling that includes the downstream culverts, impoundments, and surrounding floodplain areas.

Task 21: Coordinate with the consultant to conduct a hydraulic analysis for McQuesten Brook and McQuesten Pond to predict water surface and velocity profiles for both existing and post-removal conditions (including partial and full removal) of all dams.

Task 22: Coordinate with the consultant to utilize the model outputs from the hydraulic and hydrologic models to map the changes to the boundaries of FEMA designated floodways and 100 year flood plains in the McQuesten Brook and Pond watersheds.

Objective 8: By May 1, 2014, the consultant will have completed the final designs and secured the required permits to carry out the scope of work to remove the South Main Street Dam, and the two dams within McQuesten Pond.

Measures of Success: Hard copies and electronic copies of the draft and final versions of designs and approved permits submitted to the New Hampshire Rivers Council

Deliverable 8: Provide DES with documentation of the completed engineering drawings suitable for construction and approved permits.

Task 23: Collect field survey information to determine the potential impacts of dam removals upon infrastructure associated with the dams and propose methods to eliminate or reduce the potential impact of dam removals on infrastructure.

Task 24: Review topographic and geomorphic survey results as well as hydraulic and hydrologic modeling outputs to determine whether or not stream banks will need to be stabilized post-dam removal and recommend options.

Task 25: Conduct wetland habitat assessments to generate a wetland functions and value report that reflects existing conditions and post-dam removal conditions for McQuesten Pond.

Task 26: Coordinate with the consultant to develop dam removal and river restoration plans at the conceptual level and distribute them to project partners for review and comment.

Task 27: Coordinate with the consultant to develop the 75 percent design plans based upon input from project partners following their review of the conceptual design plans. The 75 percent design plans will be suitable for permitting review and approval and include regulated resource area calculations, temporary and permanent impacts, etc.

Task 28: Coordinate with the consultant to develop the 100% design plans that are suitable for construction and stamped by a Professional Engineer.

Task 29: Coordinate with the consultant to prepare a Conditional Letter of Map Revision for the project areas (if necessary).

Task 30: Coordinate with the consultant to prepare the DES Standard Dredge and Fill Permit with Dam Removal Attachments for the project area within the McQuesten Brook watershed.

Objective 9: By May 30, 2014, hold a Public Informational Meeting to present the final design plans for the removal of three dams in the McQuesten Brook watershed and attend project stakeholder meetings.

Measures of Success: Public Notice announcing the Public Information Meeting including wording to fulfill Section 106 regulations and meeting attendee list

Deliverable 9: Signed letters of commitment from the three dam owners granting the New Hampshire Rivers Council and their project partners permission to proceed with dam removals according to the design plans presented at this meeting.

Task 31: Coordinate with the consultant to meet with the project partners to discuss the overall format and content of presentation. Coordinate with the consultant to prepare a draft presentation for the Public Information Meeting for project partner review and comment.

Task 32: Coordinate with the consultant to present the final dam removal designs at a Public Informational Meeting. This meeting will fulfill Section 106 regulations of the National Historic Preservation Act. Provide handouts and project documents to the public.

Task 33: Coordinate with the consultant to assist with the planning and facilitation of various project meetings. Stipulate in the subcontract that the consultant will attend in person when needed and participate via conference phone for non-public, project management meetings.

Objective 10: Prior to removal and following removal, implement the Gulf of Maine Council on the Marine Environment (GOMC) Stream Barrier Removal Monitoring Protocols upstream, downstream, and/or within former impoundments in the McQuesten Brook watershed.

Measures of Success: Data returns that demonstrate biological, physical, and chemical improvements within the project area sufficient for restoring designated uses and generating a Section 319 Nonpoint Source Success Story.

Deliverable 10: Technical memorandum summarizing the GOMC results throughout the project area that will be submitted to DES and serve to initiate the process of removing McQuesten Pond from the 303(d) list of impaired waters.

Task 34: Coordinate with NHF&G to lead volunteers on fish population assessments upstream and downstream of all existing dams and then repeat surveys once dams are removed. Both electroshocking and seining methods will be used.

Task 35: Coordinate with project partners to follow GOMC protocols to establish monumented photo points and documentation to capture trend photos before, during, and post-dam removals at all three sites.

Task 36: Coordinate with volunteers from the Manchester Urban Ponds Restoration Program to conduct surveys to collect samples under the DES Volunteer River Assessment Program. New stations will be created as needed during the summer of 2013.

Task 37: Conduct particle size analyses (pebble counts) and rapid bioassessments for macroinvertebrates following GOMC protocols throughout project area to measure pre and post-dam removal conditions in McQuesten Pond and Brook.

Objective 11: By December 31, 2015, organize and implement watershed clean-up and debris removal events with partnerships from Anheuser-Busch and River Network

Measures of Success: The physical removal of trash, construction/demolition debris, and other illegal fill within the McQuesten Brook watershed each year.

Deliverable 11: Provide DES with documentation and enumeration of volumes of debris removed each year.

Task 38: Partner with River Network and Anheuser-Busch to plan and conduct trash/debris cleanups throughout the McQuesten Brook watershed with different subwatersheds targeted each year. 2013 Clean-ups.

Task 39: Partner with River Network and Anheuser-Busch to plan and conduct trash/debris cleanups throughout the McQuesten Brook watershed with different subwatersheds targeted each year. 2014 Clean-ups.

Task 40: Partner with River Network and Anheuser-Busch to plan and conduct trash/debris cleanups throughout the McQuesten Brook watershed with different subwatersheds targeted each year. 2015 Clean-ups.

Objective 12: Removal of the South Main Street Dam on McQuesten Brook and McQuesten Pond Dam #1 and McQuesten Pond Dam #2 within McQuesten Pond.

Measures of Success: Both branches of McQuesten Brook in Manchester no longer have obsolete dam structures impeding stream function, nor do they impound McQuesten Brook.

Deliverable 12: Provide DES with copies of signed, easements or memoranda of agreement, and a technical memorandum that summarizes the construction sequence for each dam removal and photo documentation of construction progress through post-dam removal conditions utilizing the GOMC photo points established throughout the project area.

Task 41: Provide the City of Manchester with contacts and resources to draft and execute easements or memoranda of agreement for the City or its agents to access and perform maintenance in perpetuity at all dam removal and stream stabilization sites.

Task 42: Coordinate with the City of Manchester to facilitate access through private property to reach the South Main Street Dam and proceed with removal of the dam.

Task 43: Coordinate with the City of Manchester to facilitate access through commercial and/or residential properties to reach the McQuesten Pond Dam #2 and proceed with removal of the dam.

Task 44: Coordinate with the City of Manchester to facilitate access through commercial and/or residential properties to reach the McQuesten Pond Dam #1 and proceed with removal of the dam.

Objective 13: By June 15 and December 15 of each year during the grant agreement period, semi-annual progress reports will be submitted to the DES Watershed Assistance Section.

Measures of Success: DES Watershed Assistance Section approval of semi-annual progress reports and measurable progress documents toward completion of all tasks listed in Grant Agreement

Deliverable 13: Semi-annual progress reports successfully submitted to DES

Task 45: Prepare the first semi-annual progress report and submit it to the DES Watershed Assistance Section

Task 46: Prepare the second semi-annual progress report and submit it to the DES Watershed Assistance Section

Task 47: Prepare the third semi-annual progress report and submit it to the DES Watershed Assistance Section

Task 48: Prepare the fourth semi-annual progress report and submit it to the DES Watershed Assistance Section

Task 49: Prepare the fifth semi-annual progress report and submit it to the DES Watershed Assistance Section

Task 50: Prepare the sixth semi-annual progress report and submit it to the DES Watershed Assistance Section

Task 51: Prepare the seventh semi-annual progress report and submit it to the DES Watershed Assistance Section

Objective 14: By the completion date, the final report, invoices, and match documentation will be submitted to the DES Watershed Assistance Section

Measures of Success: A comprehensive final report that adheres to the final report guidance document provided by DES will be approved by the DES Watershed Assistance Section along with final invoice and match documentation.

Deliverable 14: Final report and payment request/match documentation package

Task 52: Submit a comprehensive final report in both electronic and hard-copy to DES on or before the project completion date. The final report shall include load reduction estimates, design sets for proposed BMPs, O & M plans for proposed BMPs, final accounting and payment requests, and comply with the DES and EPA requirements found in the final report guidance documents.

Additional Requirements of the Agreement

Quality Assurance

All project activities which are to be guided by a Quality Assurance document such as a Quality Assurance Project Plan (QAPP) or Site Specific Project Plan (SSPP) must not begin prior to DES/EPA approval of that QA document. In the event that sampling, modeling, or other such activities precede QA document approval, the data will not be considered valid, and the grantee will forfeit the ability to receive payment for those activities.

Outreach Materials

All materials produced for public distribution shall be reviewed and approved by DES prior to distribution and shall include the DES logo and the following citation: "Funding for this project was provided in part by a Watershed Assistance Grant from the NH Department of Environmental Services with Clean Water Act Section 319 funds from the U.S. Environmental Protection Agency".

Operations and Maintenance

Management practices implemented as agreed upon in the scope of services of this grant agreement and with grant funds or matching funds under a Section 319 Watershed Grant, shall be properly operated and maintained for the intended purposes during the life span of the project. The life span of a project shall be determined by the Grantee, tailored to the types of practices expected to be funded in this project, and agreed upon by DES. The Grantee shall provide DES with an engineering estimate of the design life of the best management practice(s) (BMPs), or in the case of small-scale BMPs which do not have a design life estimation completed by an engineer, the design life of that practice shall be estimated to be ten years.

Operation includes the administration, management, and performance of non-maintenance actions needed to keep the completed practice safe and functioning as intended. Maintenance includes work to prevent deterioration of the practice, repairing damage, or replacement of the practice to its original condition if one or more components fail. The Grantee shall obtain written operation and maintenance (O&M) agreements from landowners of properties where BMPs are implemented. The Grantee shall assure that any O&M agreement or sub-award of Section 319 funds shall likewise include the same O&M requirements and conditions as this Agreement. Additionally, both EPA and DES reserve the right to periodically inspect a practice during the life span of the project to ensure that operation and maintenance are occurring. If it is determined that the participants are not operating and maintaining these practices in an appropriate manner, DES may request a refund for that practice supported by the grant.

Exhibit B
Contract Price and Method of Payment

No Tasks shall be eligible for payment until the Grantee receives written notification from DES that project work may begin. All services shall be performed to the satisfaction of DES before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of an associated invoice. Documentation of match costs (including the value of volunteer labor) shall be provided with each payment request. The final invoice shall include total match cost documentation of \$59,363. Payment shall be made in accordance with the following schedule based upon completion of specific tasks described in Exhibit A (next page):

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

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Upon completion and DES approval of Task 1	\$750
Upon completion and DES approval of Task 2	\$750
Upon completion and DES approval of Task 3	\$2,000
Upon completion and DES approval of Task 4	\$2,000
Upon completion and DES approval of Task 5	\$2,500
Upon completion and DES approval of Task 6	\$3,000
Upon completion and DES approval of Task 7	\$3,000
Upon completion and DES approval of Task 8	\$2,500
Upon completion and DES approval of Task 9	\$3,000
Upon completion and DES approval of Task 10	\$9,000
Upon completion and DES approval of Task 11	\$5,000
Upon completion and DES approval of Task 12	\$3,000
Upon completion and DES approval of Task 13	\$1,500
Upon completion and DES approval of Task 14	\$3,000
Upon completion and DES approval of Task 15	\$1,000
Upon completion and DES approval of Task 16	\$500
Upon completion and DES approval of Task 17	\$5,000
Upon completion and DES approval of Task 18	\$2,500
Upon completion and DES approval of Task 19	\$2,500
Upon completion and DES approval of Tasks 20 and 21	\$5,000
Upon completion and DES approval of Task 22	\$750
Upon completion and DES approval of Task 23	\$750
Upon completion and DES approval of Task 24	\$500
Upon completion and DES approval of Task 25	\$1,500
Upon completion and DES approval of Task 26	\$3,000
Upon completion and DES approval of Task 27	\$4,000
Upon completion and DES approval of Task 28	\$1,000
Upon completion and DES approval of Task 29	\$2,000
Upon completion and DES approval of Task 30	\$4,000
Upon completion and DES approval of Task 31	\$2,500
Upon completion and DES approval of Task 32	\$2,500
Upon completion and DES approval of Task 33	\$2,500
Upon completion and DES approval of Tasks 34 and 35	\$1,100
Upon completion and DES approval of Task 36	\$150
Upon completion and DES approval of Task 37	\$500
Upon completion and DES approval of Task 38	\$1,000
Upon completion and DES approval of Task 39	\$500
Upon completion and DES approval of Task 40	\$500
Upon completion and DES approval of Tasks 41 - 44	\$500
Upon completion and DES approval of Task 45	\$250
Upon completion and DES approval of Task 46	\$250
Upon completion and DES approval of Task 47	\$250
Upon completion and DES approval of Task 48	\$250
Upon completion and DES approval of Task 49	\$250
Upon completion and DES approval of Task 50	\$250
Upon completion and DES approval of Task 51	\$250
Upon completion and DES approval of Task 52	\$500
Sum	\$89,000

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Grantee Initials *AD*
 Date 3-6-13

Exhibit C
Special Provisions

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

Subparagraph 17.1.2 of the General Provisions shall be changed to read: comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 each occurrence and \$2,000,000 aggregate; and

Federal Funds paid under this agreement are from a Grant Agreement to the State from the US Environmental Protection Agency, Impaired Waters Restoration Grant under CFDA #66.460. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing DES with their Data Universal Numbering System (DUNS) number. Grantee's DUNS number is: 024387875.

In addition to the General Provisions of Paragraph 1 through 23, the following provisions as required by federal regulations apply to this Agreement:

I) *Nondiscrimination.* The Grantee shall comply with 40 CFR part 7 which prohibits discrimination under any program or activity receiving EPA assistance on the basis of race, color, national origin, or gender, and 40 CFR part 12 which prohibits discrimination based on handicap.

II) *Financial management.* The Grantee shall comply with 40 CFR 31.20 and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.

III) *Allowable costs.* All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 40 CFR part 31.22; and OMB Circular A-87.

IV) *Matching funds.* All matching funds contributed by the Grantee shall conform to the same laws, regulations, and grant conditions as the federal funds in the Agreement and referenced in 40 CFR 31.24 and OMB Circular A-87.

V) *Property Management.* The Grantee shall comply with the property management and procedures detailed in 40 CFR 31.32 and 40 CFR 31.33.

VI) *Debarment and Suspension.* The grantee shall comply with 40 CFR part 31.35. By signing and submitting the Agreement, the Grantee certifies that they have not been debarred or suspended by a government agency. The Grantee will not make any award or permit any award (subgrant or subcontract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

VII) *Procurement.* When purchasing goods or services with grant or match funds, the Grantee shall comply with procurement regulations as detailed in 40 CFR 31.36 which include procurement standards, competition, methods of procurement, contract cost and price, agency review, bonding requirements, and contract provisions.

a. *Assignment of Subcontracts.* The Contractor shall not assign, or otherwise transfer any interest in this contract without the prior written consent of the Contract Owner and the State.

- b. Subcontracts. The Contractor shall:
- i. Ensure that every subcontract includes provisions for compliance with Federal and State standards applicable to the contract;
 - ii. Ensure that every subcontract includes any clauses required by Federal statute and executive orders and their implementing regulations; and
 - iii. Ensure that subcontractors are aware of requirements imposed upon them by State and Federal statutes and regulations.
- c. Payment to consultants. Grant payments to individual consultants retained by the Contractor (excluding overhead) are limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18). Maximum daily rates may change annually or more often. As of January 1, 2010, the limit is approximately \$598 per day and \$74.75 per hour. This amount does not include transportation and subsistence costs, in accordance with normal travel reimbursement practices. The Contractor may pay consultants more than this amount, but the excess amount shall not be paid with federal grant funds. Contracts with firms for services which are awarded using the procurement requirements in 40 CFR 31.36 are not affected by this limitation.

VIII) *Participation by Disadvantaged Business Enterprises.* The Grantee shall comply with the terms of 40 CFR Part 33 Subpart C, which requires that organizations conduct a competitive procurement process making a good faith effort to utilize goods and services provided by disadvantaged businesses.

IX) *New Restrictions on Lobbying: Interim Final Rule.* The Grantee shall comply with the terms of 40 CFR part 34 and OMB Circular A-87 which prohibit the use of federal grant funds to influence (or attempt to influence) a federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if nonfederal funds have been used to influence (or attempt to influence) a federal employee.

X) *Drug-Free Workplace.* The Grantee shall comply with the terms of 40 CFR Part 36 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Grantee certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.

XI) *Bonding requirements.* For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (currently \$100,000), the minimum requirements shall be as follows:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

XII) *Additional contract provisions.* The Grantee shall comply with the following as applicable:

- a. Comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their subcontractors)
- b. Comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subcontracts for construction or repair)
- c. Comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act as

supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subcontractors in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers.)

d. Comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Subcontracts in excess of \$100,000)

e. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163; 89 Stat. 871).

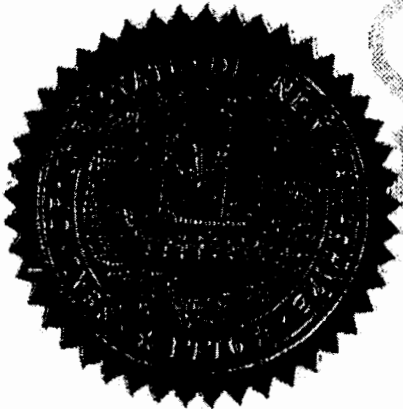
XIII) *Federal Funding Accountability and Transparency Act (FFATA)*. The Grantee shall comply with the terms of the FFATA by providing DES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data information as required under the FFATA.

COPY

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.



COPIY

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

William M. Gardner

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/7/2013

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 (AC, Ho, Ext): (603) 293-2791 FAX (AC, Ho): (603) 293-7188 E-MAIL ADDRESS: pat@esinsurance.com
INSURED New Hampshire Rivers Council 54 Portsmouth Street Concord NH 03301	INSURER(S) AFFORDING COVERAGE
	INSURER A: Philadelphia Insurance Co
	INSURER B: Northern Insurance Company 19372
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: 2012-2013 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.

WCH LTR	TYPE OF INSURANCE	ADDL ISURR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		PHPK067688	5/19/2012	5/19/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC					
	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) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTIONS					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	N/A	HC001674029	5/19/2012	5/19/2013	WC STATU. / OTH. ER. / TDY LIMITS E.I. EACH ACCIDENT \$ 100,000 E.I. DISEASE - EA EMPLOYEE \$ 100,000 E.I. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER NH Department of Environmental Services 29 Hazen Drive PO Box 95 Concord, NH 03302	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>
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CERTIFICATE

I, Matt Monahan, Interim Vice-President of the New Hampshire Rivers Council, do hereby certify that:
(Printed Name of Certifying Officer) (Office) (Grantor)

(1) I am the duly elected Interim Vice-President;
(Office)

(2) at the meeting held on February 7, 2013, the New Hampshire Rivers Council voted to accept
(Date) (Organization)
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
(Organization) (Office of Person Authorized to Sign)
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 appointed to and now occupies the office indicated in (3) above:

Michele L. Tremblay
(Printed name of person that signed contract)

IN WITNESS WHEREOF, I have hereunto set my hand as the Interim Vice-President of
(Office of Certifying Officer)
the New Hampshire Rivers Council, this 6 day of March, 2013.
(Organization)

[Signature]
(Signature of Certifying Officer Matt Monahan)

STATE OF New Hampshire
County of Wenipack

On this the 6 day of March 2013, before me Michele L. Tremblay
(Notary Public)
the undersigned officer, personally appeared Matthew Monahan who acknowledged
(Printed Name of Certifying Officer)
him/herself to be the Vice-president of the Organization being authorized so to do,
(Office)
executed the foregoing instrument for the purpose therein contained.

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

[Signature]
(Notary Public Signature)

Commission Expiration Date:
(Seal)

MICHELE L. TREMBLAY, Justice of the Peace
My Commission Expires August 24, 2016

**Attachment A
Budget Estimate**

Budget Item	Grant Funding	Match	Total
Salaries & Wages	\$7,750.00	\$34,300.00	\$42,050.00
Travel and Training	\$0.00	\$0.00	\$0.00
Contractual	\$81,250.00	\$0.00	\$81,250.00
Equipment	\$0.00	\$4,000.00	\$4,000.00
Construction	\$0.00	\$21,063.00	\$21,063.00
Subtotals	\$89,000.00	\$59,363.00	\$148,363.00
Total Project Cost			\$148,363.00

COPY

