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The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

January 16, 2015

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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (DES) to award an Aquatic Resource Mitigation (ARM) Fund grant to the New Hampshire Rivers Council (hereinafter "NHRC") (Vendor Code #166749) in the amount of \$65,400 to conduct stream and wetland restoration work through removal of two dams within McQuesten Brook on a parcel of land in Manchester, effective upon G&C approval through June 30, 2017. 100% Aquatic Resource Mitigation Funds.

Funding is available in the account as follows:

	<u>FY'15</u>
03-44-44-442010-38710000-073-500580	\$65,400
Dept. Environmental Services, In-Lieu Wetland Mitigation, Grants – Non - Federal	

EXPLANATION

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

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

The Department issued the request for proposals for ARM Funds available in the Merrimack River watershed in April, 2013. One application for restoration work within McQuesten Brook was received and on November 12, 2013, DES announced the decision to fund the project in the Merrimack River Watershed. The project proposed by NHRC was recommended for funding by the ARM Fund Site Selection Committee. Attachment A lists the proposal received and Committee members involved in the decision. The review of the award by the Army Corps of Engineers and the New Hampshire Wetland Council resulted in full support of the recommendation.

DES Web site: www.des.nh.gov

P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095


Telephone: (603) 271-3503 • Fax: (603) 271-2867 • TDD Access: Relay NH 1-800-735-2964

Her Excellency, Governor Margaret Wood Hassan
And the Honorable Council
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The NHRC will utilize its ARM funds to conduct stream and wetland restoration through removing two dams within McQuesten Brook. The project will restore fluvial processes and wetland habitat along more than 1,500 linear feet of the stream channel. The project area is of high value due to the presence of naturally reproducing Eastern brook trout that have been monitored over the years by NH Fish & Game Department. Attachment B includes a map of the property.

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

We respectfully request your approval.


Thomas S. Burack, Commissioner

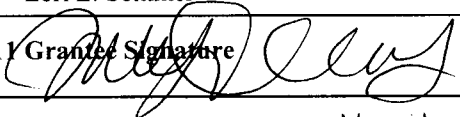
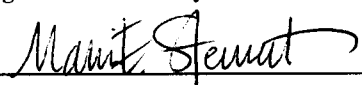
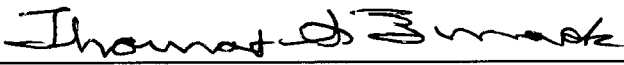
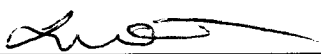
Subject: Grant agreement for a NHDES Aquatic Resource Mitigation Fund Award

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATIONS

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302-0095	
1.3 Grantee Name: New Hampshire Rivers Council		1.4 Grantee Address 54-207 Portsmouth Street, Concord, NH 03301	
1.5 Effective Date Upon G&C approval	1.6 Completion Date June 30, 2017	1.7 Audit Date N/A	1.8 Grant Limitation \$65,400
1.9 Grant Officer for State Agency Lori L. Sommer		1.10 State Agency Telephone Number (603) 271-4059	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor Michele L. Tremblay, President	
1.13 Acknowledgment: State of <u>New Hampshire</u> , County of <u>Merrimack</u> On <u>1/9/15</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2 Name & Title of Notary Public or Justice of the Peace <u>MARIA E. STEWART, Notary Public</u> My Commission Expires October 16, 2018			
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>1/28/2015</u>			
1.17 Approval by the Governor and Council By: _____ On: <u> / /</u>			

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **RECORDS AND ACCOUNTS.**

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

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

affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. **PERSONNEL.**

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

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

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

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

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

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, 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 or employee of the Grantee and no representative, officer of employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

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

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

16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any

person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee of 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.

PROJECT AGREEMENT

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

1. This Project Agreement (hereinafter "Agreement") is entered into by the State of New Hampshire, Department of Environmental Services, (hereinafter "DES"), and the New Hampshire Rivers Council (hereinafter "the Council"), for the purpose of undertaking a project of mutual interest.
2. This Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Agreement ("Effective date") and shall end on June 30, 2017. If the provision of services by the Council precedes the Effective date, all services performed by the Council shall be performed at the sole risk of the Council and in the event this Agreement does not become effective, DES shall be under no obligation to pay the Council for costs incurred or services performed; however, if this Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Agreement.
3. The work to be performed under the terms of this Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as part of this Agreement.
4. Total funds in the amount of \$65,400 have been allocated and are available for payment of allowable costs incurred under this Agreement. DES will not reimburse the Council for costs exceeding the amount specified in this paragraph.

EXHIBIT A
SCOPE OF SERVICES

- A. Project Title: McQuesten Brook and Wetland Complex Restoration Project – Dam Removals
- B. Project Period: January/February 2015 to June 30, 2017.
- C. Objectives: The McQuesten Pond dam removal project aims to remove two dams within McQuesten Brook and restore fluvial processes and wetland habitat improvement along more than 1,500 feet of stream channel. Restoration activities funded through the award include post construction plantings and bank stabilization measures.
- D. Scope of Work and Deliverable Schedule:

Objective #1: Conduct Phase II Archaeological analyses throughout project area (if necessary) sufficient to address the Section 106 consultation process

Full compliance with Section 106 requirements at all dam removal sites within the McQuesten Brook

Measures of Success: watershed.

Deliverable #1: Section 106 compliance plan and summary report of findings in project area

Task #	Task Description	Responsible Party	Proposed Dates	ARM Funds	Matching Funds	Source of Matching Funds	EPA Mandated Element (a - i)
1	Prepare Phase II plan to comply with Section 106 requirements	Consultant	Jan-15	\$500	\$3,250	NHRC (in-kind) and Section 319 WAG	
method:	The consultant will 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.						
2	Implement the Phase II plan	Consultant	February 2015 - March 2015	\$2,500	\$9,000	Section 319 WAG	
method:	The consultant will 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.						
Subtotal				\$3,000	\$12,250		

Contractor Initials

Date

WY
1/9/15

Objective #2: 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 project design.

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

Deliverable #2: Existing conditions plan, base map, supporting survey data

Task #	Task Description	Responsible Party	Proposed Dates	ARM Funds	Matching Funds	Source of Matching Funds	EPA Mandated Element (a - l)
3	Conduct dam structures topographic survey	Consultant	February 2015 - March 2015		\$5,000	Section 319 WAG	
method:	The consultant will complete a field survey of the dam structures, adjacent retaining walls, associated structures, and any impacted utilities or private property. Property lines, wetlands, and floodplains will be documented.						
4	Complete McQuesten Brook and McQuesten Pond surveys	Consultant	4/1/2015		\$3,000	Section 319 WAG	
method:	The consultant shall 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.						
5	Complete wetland/resource area flagging and delineations	Consultant	7/1/2014		\$1,500	Section 319 WAG	
method:	The consultant will 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.						
6	Create existing conditions plan base map, conceptual plan	Consultant	3/1/2015		\$3,000	Section 319 WAG	
method:	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.						
7	Perform research relative to dam sites, brook and impoundment, and abutting properties as they relate to the right of ways on the tax maps.	Consultant	3/1/2015	\$2,000	\$1,000	Section 319 WAG	
method:	The consultant shall complete a deed and title search using existing documents available from the City of Manchester and Hillsborough County Register of Deeds.						
Subtotal					\$2,000	\$12,000	

Objective #3: 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.

Conceptual plan and preliminary cost estimate for removal, dewatering, and

Deliverable #3: disposal of sediments.

Task #	Task Description	Responsible Party	Proposed Dates	ARM Funds	Matching Funds	Source of Matching Funds	EPA Mandated Element (a - l)
8	Prepare sediment sampling plan	Consultant	Jan-15	\$500	\$500	Section 319 WAG	
method:	The consultant shall 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.						
9	Sample and test sediments for contamination	Consultant	Feb-15	\$2,000	\$5,000	Section 319 WAG	
method:	The consultant shall 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.						
10	Analyze sediment transport capacity and mobility	Consultant	Feb-15	\$1,500	\$2,500	Section 319 WAG	
method:	The consultant will 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.						
11	Develop conceptual plan and cost estimates for sediment management	Consultant	Apr-15	\$500	\$2,500	Section 319 WAG	
method:	The consultant will 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.						
Subtotal					\$4,500	\$10,500	

Contractor Initials

Date 1/9/15

Objective #4: 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.

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

Hydrologic and Hydraulic analysis study technical memorandum for three dams on
Deliverable #4: McQuesten Brook

Task #	Task Description	Responsible Party	Proposed Dates	ARM Funds	Matching Funds	Source of Matching Funds	EPA Mandated Element (a - i)
12	Conduct a hydrologic study on McQuesten Brook and Pond	Consultant	May-15	\$2,100	\$2,500	Section 319 WAG	
method:	The consultant will create a hydrologic study for McQuesten Brook and McQuesten Pond through modeling that includes the downstream curves, impoundments, and surrounding floodplain areas.						
13	Conduct a hydraulic analysis for McQuesten Brook and Pond	Consultant	May-15	\$2,000	\$2,500	Section 319 WAG	
method:	The consultant will conduct a hydraulic analysis for McQuesten Brook McQuesten Pond to predict water surface and velocity profiles for both existing and post-removal conditions (including partial and full removal) of all dams.						
14	Assess the impact of dam removals on floodways and floodplains	Consultant	May-15	\$500	\$750	Section 319 WAG	
method:	The consultant will 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.						
Subtotal				\$4,600	\$5,750		

Objective #5: Completed final designs and required permits secured to carry out the scope of work to remove the three dams within McQuesten Pond.
Hard copies and electronic copies of the draft and final versions of designs and approved permits submitted
Measures of Success: to the New Hampshire Rivers Council

Deliverable #5: Completed engineering drawings suitable for construction and approved permits

Task #	Task Description	Responsible Party	Proposed Dates	ARM Funds	Matching Funds	Source of Matching Funds	EPA Mandated Element (a - i)
15	Identify and evaluate how dams are tied into existing infrastructure	consultant	May-15		\$750	Section 319 WAG	
method:	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.						
16	Identify and evaluate the need for stream bank stabilization within project area	consultant	May-15	\$900	\$500	Section 319 WAG	
method:	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						
17	Evaluate wetland functions and values	consultant	Jul-14	\$1,200	\$1,500	Section 319 WAG	
method:	Conduct wetland habitat assessments to generate a wetland functions and value report that reflects existing conditions and post-dam removal conditions for McQuesten Pond.						
18	Develop 75 percent design plans	consultant	Jun-15	\$8,000	\$5,500	NHRC, City of Manchester, and Section 319 WAG	
method:	Consultant will develop dam removal and river restoration plans at the 75 percent level and distribute them to project partners for review and comment. The consultant will make necessary revisions to develop final plans.						
19	Develop final design plans	consultant	Jun-15	\$3,800	\$3,500	NHRC, City of Manchester, and Section 319 WAG	
method:	Consultant will develop the final design plans based upon input from project partners following their review of the 75 percent design plans. The final design plans will be suitable for permitting review and approval.						
20	Prepare Conditional Letter of Map Revision for project area	consultant	Jun-15	\$1,000	\$2,000	Section 319 WAG	
method:	Consultant will prepare a Conditional Letter of Map Revision for the project areas (if necessary). Copies in electronic and hard copy format of final documents will be provided to the New Hampshire Rivers Council.						
21	NH Standard Dredge and Fill Permit with Dam Removal Attachment	consultant	Jun-15	\$1,000	\$4,000	Section 319 WAG	
method:	Consultant will complete a wetlands functions and values assessment and the NH Wetlands Dredge and Fill, and Shoreland Permit Applications for the study area..						
Subtotal				\$15,900	\$17,750		

Contractor Initials

Date

[Handwritten Signature]
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Objective #6: Removal of McQuesten Pond Dams #1, #2, and #3 within McQuesten Pond.

McQuesten Pond in Manchester no longer has obsolete dam structures impeding stream planform, nor do Measures of Success: they impound McQuesten Brook. In-stream conditions fully support designated uses.

Deliverable #6: Post-construction survey, and photo documentation of dam removals

Task #	Task Description	Responsible Party	Proposed Dates	ARM Funds	Matching Funds	Source of Matching Funds	EPA Mandated Element (a - i)
22	Provide construction oversight for the removal of all three dams in McQuesten Pond	Consultant	Aug-15	\$16,000			
method:	The hired consultant will supervise the construction activities associated with the removal of both dams in McQuesten Pond to ensure that permit requirements are upheld, design specifications are met, and project goals are achieved.						
23	Remove McQuesten Pond Dam #3	Contractor and City of Manchester	Aug-15	\$2,000	\$6,000	City of Manchester	
method:	The City of Manchester Department of Public Works and selected contractor will access the McQuesten Pond Dam #3 from commercial and residential properties and utilize excavators, backhoes, and dump trucks to remove the dam.						
24	Remove McQuesten Pond Dam #2	Contractor and City of Manchester	Aug-15	\$1,500	\$6,000	City of Manchester	
method:	The City of Manchester Department of Public Works and selected contractor will access the McQuesten Pond Dam #2 from commercial and residential properties and utilize excavators, backhoes, and dump trucks to remove the dam.						
25	Remove McQuesten Pond Dam #1	Contractor and City of Manchester	Aug-15	\$1,000	\$6,000	City of Manchester	
method:	The City of Manchester Department of Public Works and selected contractor will access the McQuesten Pond Dam #1 from commercial and residential properties and utilize excavators, backhoes, and dump trucks to remove the dam.						
Subtotal				\$18,500	\$12,000		

Objective #7: Post-Dam Removal Floodplain Reclamation, Seeding, Planting, and Streambank Stabilization

Previously impounded floodplains that border the restored McQuesten Brook channel are functional once again and provide flood and sediment attenuation in addition to riparian habitat. McQuesten Brook and its banks are in a stable, self-maintaining condition that does Measures of Success: not encroach on adjacent commercial properties.

Inventory of planted seed mixes, shrubs, and trees throughout project area, photo documentation of plantings being installed, signed contract with planting contractor that includes maintenance and survivability criteria and guarantees, plus

Deliverable #7: construction close-out memo.

Task #	Task Description	Responsible Party	Proposed Dates	ARM Funds	Matching Funds	Source of Matching Funds	EPA Mandated Element (a - i)
26	Secure contract with firm that specializes in planting plans	NHRC and Contractor	Sep-15	\$500	\$500		
method:	The construction oversight contractor will work with the New Hampshire Rivers Council to solicit for and select a qualified stream restoration planting firm that specializes in post-dam removal site stabilization and riparian floodplain management planting plans. A contract for services will be developed and signed between parties. The contract will include survivability guarantees and maintenance schedule.						
27	Implement floodplain and streambank seeding plan	Contractor(s)	Sep-15	\$5,000			
method:	A seeding and planting plan will be developed and implemented immediately following the removal of the three dams.						
28	Install bank stabilization measures		Sep-15	\$10,000			
method:	The construction oversight contractor will work closely with the City of Manchester DPW to install fabric encapsulated soil lifts, engineered log jams, root wads, large wood installations in the channel and on floodplain to create habitat, prevent erosion, and to encourage in-channel diversity of flow regimes.						
29	Prepare construction close-out technical memo	Contractor(s)	Oct-15	\$1,200			
method:	The construction oversight contractor will prepare a technical memo that details the dam removal process, floodplain reclamation success, pre and post conditions, photos, survey data, and recommendations for project managers to consider as the project area matures and McQuesten Brook continues to evolve in the newly restored floodplain valley.						
Subtotal				\$16,700	\$500		

Objective #8: Final report and invoices will be submitted to the DES ARM Program Coordinator

A comprehensive final report that adheres to the final report guidance provided by DES will be approved by Measures of Success: the DES ARM Program Coordinator.

Deliverable #8: Final report and payment request/match documentation package

Task #	Task Description	Responsible Party	Proposed Dates	ARM Funds	Matching Funds	Source of Matching Funds	EPA Mandated Element (a - i)
30	Prepare and submit final report and payment request documents	NHRC	December 31 2016	\$200	\$1,200	NHRC (in-kind), and Section 319 WAG	
method:	The New Hampshire Rivers Council will follow final report guidance provided by DES and prepare the final report for this project along with the final payment request.						
Subtotal				\$200	\$1,200		

Total for all Tasks* \$65,400 \$71,950

Contractor Initials
Date 1/9/15

EXHIBIT B
BUDGET & PAYMENT METHOD

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

See tasks listed under Exhibit A.

TOTAL DES ARM FUNDS	\$65,400
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<u>Total amount to be authorized following approval by the Governor and Executive Council:</u>	<u>\$65,400</u>
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Payments shall be made by DES to the Council upon approval of stated outputs and verification of the value of completed work through submittal of invoices for services rendered. DES will pay the Council within 30 days of receiving the invoice.

The payments listed above are inclusive of project labor and expenses. Invoices shall be formatted to note completion of services.

The billing address shall be as follows:

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

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

EXHIBIT C
SPECIAL PROVISIONS

Section 17.1.2 is amended to reduce the required comprehensive general liability insurance from the \$2,000,000 amount to \$1,000,000 for bodily injury or death per incident. In addition, Section 17.1.2 is amended to add the requirement that any subcontractor hired by the grantee will be obligated to carry comprehensive general liability insurance in amounts not less than \$250,000 per claim and \$2,000,000 per occurrence for bodily injury or death.

Contractor Initials _____

Date 1.9.15




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 appointed 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 12 day of January.



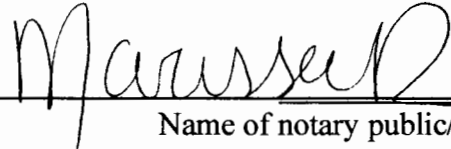
 Steven Lowe, Secretary

STATE OF NEW HAMPSHIRE
County of Merrimack

On this the 12 day of January, before me Marissa Da hood (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.





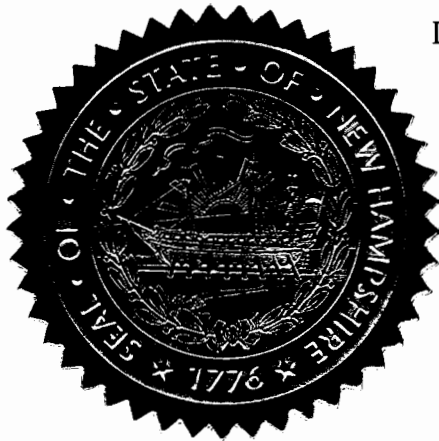
 Name of notary public/justice of the peace

Commission Expiration Date:
(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 29th day of December A.D. 2014

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2014

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).

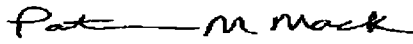
PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Pat Mack PHONE (A/C, No, Ext): (603) 293-2791 E-MAIL ADDRESS: pat@esinsurance.com	FAX (A/C, No): (603) 293-7188
	INSURER(S) AFFORDING COVERAGE	
INSURED New Hampshire Rivers Council 54 Portsmouth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

COVERAGES	CERTIFICATE NUMBER: 2014-2015	REVISION NUMBER:
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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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PHPK1165859	5/19/2014	5/19/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						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						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED	RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC001674029	5/19/2014	5/19/2015	WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						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 (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 03302-0095	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 

Attachment A
2013 Aquatic Resource Mitigation Fund Grants

Applications and Funding Amounts

Grant Applicant	Location/Town	Funding Amount	Score
NH Rivers Council	McQuesten Pond Dam Removals/Manchester	\$65,400	27

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

Site Selection Committee List

Name	Agency/Organization	Title	Years of Experience
Collis Adams	NHDES, Land Resource Management Program	Bureau Administrator	14
Melissa Coppola	NH Dept. of Resources & Economic Development	Environmental Information Specialist	14
Nancy Rendall	NH Association of Natural Resource Scientists	Charter Member	30
Michael Marchand	NH Fish and Game Department	Senior Biologist	13
Tracey Boisvert	Office of Energy and Planning	CLSP Director	23
Peter Steckler	The Nature Conservancy	Director Freshwater Science & Conservation	13
Rick Vande Poll	New Hampshire Association of Conservation Commissions	Town of Sandwich	33
Chris Wells	Society for the Protection of NH Forests	Senior Director for Strategic Projects- Policy	15

ATTACHMENT B

Manchester, NH

Attachment 1



Figure 1: McQuesten Pond and McQuesten Brook project area

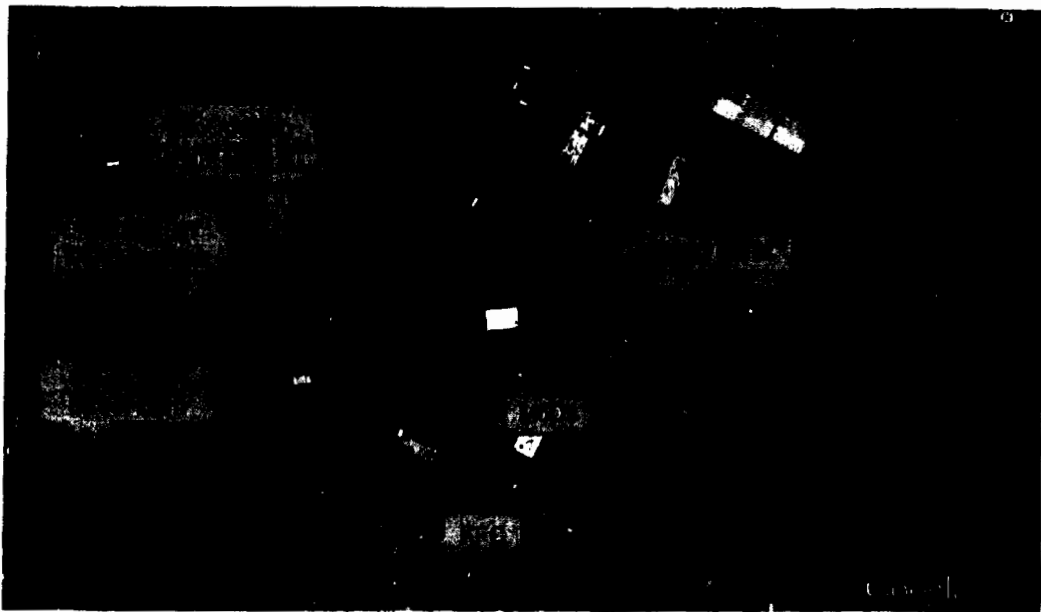


Figure 2: Project Locus Map with dam removal sites on McQuesten Pond and McQuesten Brook

