



The State of New Hampshire
Department of Environmental Services



Sam
94

Robert R. Scott, Commissioner

July 14, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to award an Aquatic Resource Mitigation ("ARM") Fund grant to the Town of Warner, NH (Vendor Code #177493-B001) in the amount of \$165,000 for the purpose of replacing an undersized 6-foot metal pipe that is a barrier to aquatic animal passage and prohibits sediment transport, effective upon Governor and Council approval through December 31, 2026. 100% ARM Funds.

Funding is available in the following account.

	<u>FY'22</u>
03-44-44-442010-38710000-073-500581	\$165,000
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 NHDES 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 Contoocook River watershed in February, 2020. The Town of Warner application was received and on November 12, 2020,

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

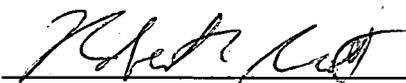
Page 2 of 2

NHDES announced the decision to fund the project in the Contoocook River watershed. The project proposed by the Town of Warner was recommended for funding by the ARM Fund Site Selection Committee. Attachment A lists the proposals received and Committee members involved in the decision. The review of the awards by the Army Corps of Engineers and the New Hampshire Wetland Council resulted in full support of the recommendations. A summary of the watershed balance as of June 30, 2021 is attached.

The project will restore aquatic connectivity within Ballard Brook by initiating the first phase of a series of culvert upgrades. The target culvert for replacement in this first phase is a 6-foot pipe arch that impedes aquatic animal passage and prohibits sediment transport by the stream. This first stage will replace the downstream and most problematic culvert with a 16-foot wide box culvert, embedded with 2-feet of stream simulation, to improve fish and wildlife passage, accommodate the 100-year storm, allow for natural sediment transport, and reduce scour at the outlet. The riparian corridor along Ballard Brook is highest ranked habitat and highest ranked habitat in the biological region by the New Hampshire Fish and Game Wildlife Action Plan. Ballard Brook supports populations of brook trout and burbot (both species of greatest conservation need), as well as the more common species. A component of this first phase includes developing final designs for the two remaining upstream culverts to support their replacement in subsequent phases. 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.



Robert R. Scott, Commissioner

DEPARTMENT OF ENVIRONMENTAL SERVICES
WATER DIVISION/WETLANDS BUREAU
AQUATIC RESOURCE MITIGATION FUND

Supplemental information to Governor and Council request for grant agreements under RSA 482-A:29 and Admin. Rules Env-Wt 800 for the organization listed below:

This request will change the balance available for the grant as follows:

	<u>Contoocook River Watershed Balance</u>
Funds as of June 30, 2021	\$206,674
Grant Agreement This Request: Town of Warner	\$165,000
Net Change	<u>\$165,000</u>
Balance Available After G & C Approval	\$41,674

Subject: Aquatic Resource Mitigation Fund Grant

GRANT AGREEMENT

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

GENERAL PROVISIONS

I. 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: Town of Warner		1.4 Grantee Address Po Box 265 Warner, NH 03263	
1.5 Effective Date Upon G&C approval	1.6 Completion Date December 31, 2026	1.7 Audit Date N/A	1.8 Grant Limitation \$165,000.00
1.9 Grant Officer for State Agency Lori Sommer, DES Wetlands Bureau		1.10 State Agency Telephone Number (603) 271- 4059	
1.11 Grantee Signature <i>Timothy W. Allen - DPW</i>		1.12 Name & Title of Grantee Signor <i>Timothy W. Allen, Public Works Director</i>	
1.13 Acknowledgment: State of <u>NH</u> , County of <u>Merrimack</u>			
On <u>6/22/2021</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) <i>Judith A. Newman-Rogers</i>		<div style="border: 1px solid black; padding: 5px; text-align: center;"> JUDITH ANN NEWMAN-ROGERS Notary Public New Hampshire My Commission Expires 06-06-23 </div>	
1.13.2 Name & Title of Notary Public or Justice of the Peace <i>Judith A. Newman-Rogers, Notary Public</i>			
1.14 State Agency Signature(s) <i>Robert R. Scott</i>		1.15 Name/Title of State Agency Signor(s) Robert R. Scott, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution)			
By: <i>[Signature]</i>		Attorney, On: <u>7/27/2021</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, 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

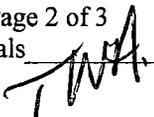
11.1.2 failure to submit any report required hereunder; or

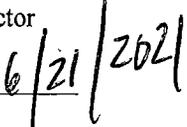
11.1.3 failure to maintain, or permit access to, the records required hereunder; or

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

Page 2 of 3
Initials 

Contractor
Date 

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 of 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.

Page 3 of 3
Initials TWA

Contractor

Date 6/21/2021

EXHIBIT A
SCOPE OF SERVICES

A. Project Title:

Ballard Brook Connectivity Project

B. Project Period:

January 1, 2021 through December 31, 2026

C. Grant Amount:

Total funds available for payment of allowable costs incurred under this Grant Agreement shall not exceed \$165,000. NHDES will not reimburse the CONTRACTOR for costs exceeding the amount specified in this paragraph.

D. Effective Date and Commencement of Work:

This Grant Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Agreement ("Effective Date") and shall end on December 31, 2026. Any work performed by the CONTRACTOR prior to the Effective Date shall be at the **sole risk** of the CONTRACTOR. In the event this Grant Agreement does not become effective, NHDES shall be under no obligation to pay the CONTRACTOR for any costs incurred or work performed; however, if this Agreement becomes effective, costs incurred prior to the Effective Date that would otherwise be allowable are eligible for payment under the terms of this Agreement.

E. Objectives:

There are currently three stream crossings on Red Chimney Road in Warner that intersect with Ballard Brook and have reduced aquatic organism passage and preventing resident brook trout from traveling upstream to spawning habitat. In addition, all three crossings are undersized and cannot accommodate storm flows, that have resulted in erosion and flood issues. With funds from this grant, the Town of Warner (CONTRACTOR) will improve habitat connectivity and habitat for brook trout spawning, and increase flood resiliency within the Warner watershed by upgrading a series of deficient culverts in a multi-phased approach. The first downstream crossing on Ballard Brook (i.e. Phase I culvert) is an undersized 6' metal pipe that is a barrier to aquatic animal passage and prohibits sediment transport. Under this agreement, the CONTRACTOR will replace the Phase I culvert and complete the engineering design on the two upstream culverts (i.e. Phase II culverts). The new box culvert installed as Phase I, will reduce flood risks and be the first step at restoring brook trout access to three miles of upstream habitat in the Warner watershed.

F. Scope of Work:

The CONTRACTOR agrees to complete the following under this grant agreement with the New Hampshire Department of Environmental Services (NHDES):

Task 1: Engineering Design and Permitting for Phase I Culvert

The CONTRACTOR, with partners, will expand the current preliminary design plans for the three stream crossings and develop final Professional Engineer stamped designs suitable for permitting, contractor bidding, and construction. The CONTRACTOR will participate in a NHDES Wetlands Bureau pre-application meeting to ensure full compliance with NH Stream Crossing Guidelines. The CONTRACTOR

Contractor Initials

Date

TWA
6/21/2021

will work with the NHDES Wetlands permitting staff to finalize the design, construction timeline and conditions, and submit a Wetlands Permit in Spring 2021 for the Phase I culvert to be replaced in summer 2022.

Task 2: Site Construction and Installation of Phase I Culvert

The CONTRACTOR will replace the first downstream pipe with a 16' embedded box culvert following the NHDES Stream Crossing Guidelines. The design will include stream simulation for fish and wildlife passage and accommodate natural sediment and water transport processes. Work under this task includes site preparation and mobilization, removal of the old pipe culvert, excavating the site and installation of the new box, and demobilization. Restoration of areas where temporary impacts occur will be addressed per the NHDES permit conditions. Construction reports will be submitted to NHDES via email periodically during active construction and will include activities completed and photos of the work site. Following construction, the CONTRACTOR will conduct one as-built survey of the site to establish baseline conditions of the topography, culvert elevations, sediment distributions, and plantings. One As-Built report will be submitted to the NHDES Wetlands Bureau within 60 days of construction completion.

Task 3: Engineering Design and Permitting for Phase II Culverts

The CONTRACTOR, with partners, will expand the current preliminary design plans for the two upstream crossings and develop final Professional Engineer stamped designs suitable for permitting, contractor bidding, and construction. The CONTRACTOR will participate in an NHDES Wetlands Bureau pre-application meeting to ensure full compliance with NH Stream Crossing Guidelines.

Task 4: Fish and Habitat Monitoring

The CONTRACTOR, with assistance from the New Hampshire Fish and Game Department (NHFG), will begin surveys for fish and stream habitat in the summer 2022 and continue periodically over the following five years to evaluate the success of the project. Reports will be submitted to the NHDES Wetlands Bureau and include information on fish passage and trout habitat.

Task 5: Long-term Performance Monitoring and Adaptive Management

The NHDES Wetlands Bureau will monitor the new Phase I culvert annually from 2022-2026 and provide summary reports to the CONTRACTOR. The CONTRACTOR, NHDES, and project partners will collaboratively review the monitoring results on an annual basis during project meetings and site walks, to evaluate whether the site is meeting the expected performance standards. Based upon review of the monitoring results, the CONTRACTOR will develop a plan and implement remedial actions if necessary for the site to meet the performance standards. If adaptive management actions are needed for the new box culvert to maintain fish passage and accommodate streamflow, then the CONTRACTOR has committed to maintenance and repair as noted in the NHDES Aquatic Resource Mitigation grant proposal. Should the new box culvert require repair or adaptive management actions to meet the established performance standards, the CONTRACTOR agrees to use in-kind services of up to \$26,134 to address the recommended remedial actions.

Task 6: Sign for Public Information

The CONTRACTOR agrees to place a sign at a prominent location on or near the Property. The sign should contain as a minimum the NHDES logo and the following statement: "This project has been completed with assistance from the New Hampshire Aquatic Resource Mitigation Fund." Should the NHDES sign be damaged or destroyed, the CONTRACTOR agrees to work with NHDES to repair or replace

Contractor Initials TWA
Date 6/21/2021

it with identical signage and to share any costs associated with that repair or replacement to the extent reasonably practicable.

G. Deliverable Schedule:

Task	Deliverable	Due Date
1	Phase I culvert design and wetlands permit	7/31/21
2	Phase 1 culvert installation construction reports	During active construction between 7/31/21 and 9/30/2022
2	Phase I culvert as-built survey and report	10/30/2022
3	Phase II culvert design and wetlands permits	12/1/2023
4	Fish and habitat monitoring reports	December 2022, December 2024, and December 2026
5	Annual performance monitoring meetings	May 2022, 2023, 2024, 2025, and 2026
5	Adaptive management site work and construction reports	Submitted as needed 2022-2026
6	Photos of sign posted at the site	December 2023

H. Project Monitoring:

The Property involved in the project will be monitored by NHDES on an annual basis for five years post construction to ensure the success of the activities taken and to ensure that no actions are occurring which could be detrimental to the attributes of the Property. NHDES will provide a copy of the annual monitoring report to the CONTRACTOR to review property conditions and design any remedial measures needed. The CONTRACTOR and partners will monitor fish and stream habitat for five years and submit three reports to NHDES.

EXHIBIT B
BUDGET & PAYMENT METHOD

The CONTRACTOR shall submit requests for payment after completing each task and submitting evidence of the associated deliverable. Upon receipt and approval by NHDES of the invoices, NHDES shall issue payment to the CONTRACTOR in accordance with the following:

Task 1: Engineering Design and Permitting for Phase I Culvert	\$8,000
Task 2: Site Construction and Installation of Phase I Culvert	\$149,000
Task 3: Engineering Design and Permitting for Phase II Culverts	\$7,500
Task 4: Fish and Habitat Monitoring	\$0 (cash match)
Task 5: Long-term Performance Monitoring and Adaptive Management	\$0 (\$26,134 cash match)

Contractor Initials TWA.
Date 6/21/2021

Task 6: Sign for Public Information	\$500
TOTAL NHDES ARM FUNDS	\$165,000
<u>Total amount to be authorized following approval by the Governor and Executive Council:</u>	<u>\$165,000.00</u>

Payments shall be made by NHDES to the CONTRACTOR upon approval of stated outputs and verification of the value of completed work through submittal of invoices for services rendered. NHDES will pay the CONTRACTOR 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

This section is intentionally left blank.

Contractor Initials TWA
 Date 6/21/2021



TOWN OF WARNER

P.O. Box 265
Warner, New Hampshire 03278-0265
(603) 456-2298

Board of Selectmen
Clyde Carson, Chair
Jonathan Lord
Sam Bower

Town Administrator
Diane Ricciardelli

May 11, 2021

RE: NHDES AQUATIC RESOURCES MITIGATION (ARM) Fund Grant

The Warner Board of Selectmen, at their May 11, 2021 meeting, duly authorized Timothy Allen, Director of Public Works, to enter into agreement with the New Hampshire Department of Environmental Services to execute any documents which may be necessary to effectuate this agreement.

Diane Ricciardelli

Diane Ricciardelli
Town Administrator

JUDITH ANN NEWMAN-ROGERS
Notary Public
New Hampshire
My Commission Expires 06-06-23

*she presents/signs as
the known to me to be who*

Judith A. Newman-Rogers

Clyde Carson [Signature] Date:

Chair of Select Board

Sam Bower [Signature] Date: 5/20/21

Selectman

Jonathan Lord _____ Date:

Selectman



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Town of Warner 5 East Main Street PO Box 265 Warner, NH 03278		Member Number: 317	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2021	1/1/2022	Each Occurrence	\$ 5,000,000
				General Aggregate	\$ 5,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> Statutory	\$ 2,000,000
				Each Accident	\$ 2,000,000
				Disease – Each Employee	
				Disease – Policy Limit	
<input checked="" type="checkbox"/>	Property (Special Risk includes Fire and Theft)	1/1/2021	1/1/2022	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange		
Department of Environmental Services 29 Hazen Drive PO Box 95 Concord, NH 03301			By: <i>Mary Beth Purcell</i>		
			Date: 6/22/2021 mpurcell@nhprimex.org		
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax		

**ATTACHMENT A
2020 Aquatic Resource Mitigation Fund Grants**

Applications and Funding Amounts

Grant Applicant	Location/Town	Requested Funding Amount	Score	Approved for Funding
Ausbon Sargent Land Preservation Trust	Newbury	\$175,000	38	Yes – full funding
Town of Warner	Warner	\$165,000	46	Yes – full funding

(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
Peter Bowman	NH Dept. of Resources & Economic Development	Ecological Information Specialist	22
Michael Marchand	NH Fish and Game Department	Nongame and Endangered Species Coordinator	18
Peter Steckler	The Nature Conservancy	Director Freshwater Science & Conservation	18
Michael Burke	NH Rivers Council/ American Rivers	Water Resources Engineer	16
Tracy Tarr	NH Association of Natural Scientists	Wetland Scientist	20
Stephen Walker	Office of Strategic Initiatives	CLSP Director	27
Rick Van de Pol	NH Association of Conservation Commissions	Town of Sandwich	42
Brian Hotz	Society for the Protection of NH Forests	Vice President for Land Conservation	25

