The State of New Hampshire
Department of Environmental Services

NHDES

APR 08 '23 AM 10:32 RCVD

Robert R. Scott, Commissioner

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February 22, 2023

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 amend an Aquatic Resource Mitigation (ARM) Fund grant (PO # 1081930) to Trout Unlimited (hereinafter "TU"), Concord, NH (Vendor Code #169073-B001) by increasing the grant amount by $130,430 to $241,930 from $111,500 for the purpose of replacing a deficient culvert on West Bath Road in Bath, and extending the completion date from December 31, 2026 to December 21, 2028. The original agreement was approved by Governor and Council on August 18, 2021, item #95. 100% ARM Funds.

Funding is available in the account as follows:

	FY23
03-44-44-442010-38710000-073-500581 Dept. Environmental Services, In-Lieu Wetland Mitigation, Grants – Non – Federal	$130,430

EXPLANATION

NHDES is requesting approval of an amendment to the original Aquatic Resource Mitigation (ARM) grant agreement to provide TU additional funds to complete the agreed upon scope of services for the Childs Brook Culvert Replacement project in Bath, NH. Upon receipt of the original ARM grant in 2021, TU conducted the design and permitting for the project. This planning work revealed that the budget for the project needed to increase by $187,366 to $389,366. The reasons for the increase incude unanticipated increases in design work, inflation of construction costs and loss of a commitment for in-kind project management services. The extension to the completion date from December 31, 2026 to December 21, 2028 will accomodate the five (5) year post-construction monitoring period required to document success of the project and fully meet the program goals. To date, $15,300 of the original $111,500 grant has been spent.

On August 31, 2022, TU submitted an application to the ARM program requesting an additional $130,430 to cover most of the increased costs to complete the project. The ARM Site Selection Committee recommended the additional funding be provided because of the high-value habitat restoration provided by the project. The review of the recommendation by the Army Corps of Engineers and the New Hampshire Wetland Council resulted in full support of the recommendation. The project is a culvert replacement that will improve aquatic organism passage and enable brook trout access to critical upstream spawning habitat, forage, and coldwater refugia. This project will reconnect 3.1 miles of NH Fish and Game Wildlife Action Plan Highest Ranked Habitat upstream in the mainstem of Childs Brook to the 1.6 miles downstream before flowing directly into the Ammonoosuc River, a NH Designated River.

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

We respectfully request your approval.

Robert R. Scott, Commissioner

Agreement for Services with Trout Unlimited-National
Amendment No. 1

This Agreement (hereinafter called the "Amendment") dated this _____ day of _____, 2023, 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 Trout Unlimited-National (hereinafter referred to as "TU"), acting by and through its Northeast Coldwater Habitat Program Director, Amy Wolfe (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Executive Council on August 18, 2021, 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 Item 1.6 of the Agreement shall be changed from December 1, 2026, to December 1, 2028.
   (B) The Grant Limitation as set forth in Item 1.8 of the Agreement shall be changed from $111,500 to $241,930.
   (C) Grant Officer for State Agency as set forth in Item 1.9 of the Agreement shall be changed from Lori Sommer to Emily Nichols.
   (D) The grant period as set forth in sub-paragraph B of Exhibit A shall be changed from December 1, 2026, to December 1, 2028.
   (E) The grant award as set forth in sub-paragraph C of Exhibit A shall be changed from $111,500 to $241,930.
   (F) The project scope and project monitoring as set forth in sub-paragraphs F and G in Exhibit A shall be replaced with the attached Amendment 1- Exhibit A, Scope of Services.
   (G) The Budget Payment Method as set forth in Exhibit B shall be replaced with the attached Amendment 1-Exhibit B, Budget & Payment Method.

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.

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

Trout Unlimited-National

By _____ 2/24/2023
Amy Wolfe, Northeast Coldwater Habitat Program Director Date

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By _____ 3/2/23
Robert R. Scott, Commissioner Date

Approved by Attorney General this 6th day of March, 2023

OFFICE OF ATTORNEY GENERAL

By _____
As to form, substance, and execution.

Amendment No. 1-EXHIBIT A
SCOPE OF SERVICES

A. Project Title:
Childs Brook Stream Crossing Restoration Project

B. Project Period:
January 1, 2021 through December 1, 2028

C. Grant Amount:
Total funds available for payment of allowable costs incurred under this Grant Agreement shall not exceed $241,930. The New Hampshire Department of Environmental Services (NHDES) will not reimburse Trout Unlimited – National (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 1, 2028. 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:
The Childs Brook Stream Crossing Restoration Project in Bath, NH will improve aquatic connectivity for local brook trout, water and sediment transport, and increase flood resiliency within the Childs Brook watershed by upgrading a deficient culvert and restoring stream habitat degraded from heavy cattle grazing. The current stream crossing on West Bath Road is an undersized 6' metal pipe that has caused severe erosion and a 6' scour pool downstream. The culvert has become perched 8" above the stream and is a barrier to all aquatic organisms and is preventing brook trout from reaching coldwater spawning habitat upstream. The culvert has rusted through on the bottom and is vulnerable to failure during storm events, which is not only a public safety issue, but would result in a significant impact to Childs Brook's aquatic ecosystem if the culvert fails. The CONTRACTOR will completely replace the metal pipe with a 24-foot metal box culvert with stream simulation that meets current engineering and NH Stream Crossing Guidelines. The larger, at-grade structure will allow fish and wildlife to move through the crossing and reconnect important upstream brook trout habitat. In addition, channel rehabilitation to form pools and large wood additions will be used to enhance brook trout spawning habitat. To prevent further habitat degradation from cattle entering the stream, exclusion fencing will be installed to keep cattle out of the newly restored reach, and a rock ford will be built to allow access to the river for water in only a single location. The eroded banks will be replanted with trees and shrubs to stabilize the banks and reduce sedimentation to improve water quality.

F. Scope of Work:
The CONTRACTOR agrees to complete the following under this grant agreement with the New Hampshire Department of Environmental Services (NHDES) Aquatic Resource Mitigation (ARM) Fund

Contractor Initials AJW
Date 2/24/2023

Amendment No. 1-EXHIBIT A
SCOPE OF SERVICES

A. Project Title:

Fields Brook Culvert Crossing Restoration Project

B. Project Period:

January 1, 2024 through December [illegible], 2026

C. Grant Amount:

Total funds available for payment out of allowable costs incurred under this Grant Amendment shall not exceed $2,[illegible],000. The New Hampshire Department of Environmental Services (NHDES) will reimburse [illegible] Municipal (CONTRACTOR) for [illegible] in an amount [illegible] paragraph

D. Effective Date and Commencement of Work:

This Grant Amendment is contingent upon approval of the Governor and Executive Council. Upon approval of the Governor and Executive Council of the State of New Hampshire, approve this Amendment ("Effective Date") and [illegible] Any work performed by the CONTRACTOR prior to the effective date of this Amendment is sole risk of the CONTRACTOR. In the event this Grant Amendment does not become effective, [illegible] shall be under no obligation to pay the CONTRACTOR for any costs incurred or services performed prior to the Effective Date. This Agreement [illegible] costs incurred prior to the Effective Date, but only [illegible] are eligible for payment and the terms of this Amendment [illegible]

E. Project Objectives:

The Fields Brook Culvert Crossing Restoration Project in Bath, NH will improve aquatic [illegible] by [illegible] water and sediment transport, and increase fish passage within the Ompompanoosuc watershed by replacing a deficient culvert and [illegible] stream habitat degraded from an [illegible] crossing the current site [illegible] on Village Road is in a [illegible] that has caused reverse [illegible] and a 6' [illegible] downstream. The culvert has become perched 8' above the stream bed [illegible] preventing fish passage and preventing bedload from reaching downstream [illegible] culvert has ruptured through [illegible] and is vulnerable to failure during [illegible] which is not only a public safety issue, but would [illegible] significant impact to [illegible] the culvert fails. The CONTRACTOR will complete replace the [illegible] metal box culvert with a structure that meets current engineering [illegible] NH Stream Crossing Guidelines. The larger, bottomless, arch structure will allow fish and wildlife to move [illegible] and [illegible] important upstream brook trout habitat. In addition, [illegible] relocation to the pool and large [illegible] will [illegible] brook trout spawning habitat. To prevent further habitat degradation from catchment during the stream restoration, [illegible] will be installed [illegible] a temporary rock lined channel and a rock [illegible] will be built to allow access to the river for water [illegible] a single location. The [illegible] will be replanted with trees and shrubs to stabilize the banks and reduce sedimentation to improve water quality.

F. Scope of Work:

The CONTRACTOR agrees to complete the following tasks in accordance with the New Hampshire Department of Environmental Services (NHDES) [illegible] Nonpoint Source Pollution (NPS) Fund

[illegible]

Program:

Task 1: Box culvert design, permitting, and technical assistance ***(Completed)***
The CONTRACTOR, with partners, will expand the current preliminary design plans for the West Bath Road crossing 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 the design is in full compliance with NH Stream Crossing Guidelines. The CONTRACTOR will work with the NHDES Wetlands Bureau ARM Fund Program to finalize the design, construction timeline, permit and grant conditions, and submit a Wetlands Permit in summer 2021. The CONTRACTOR will participate in a pre-construction meeting before any site work begins in summer 2021, that will include ARM Fund Program and project partners to review permit conditions and verify the construction timeline. During the pre-construction meeting the CONTRACTOR will designate a QUALIFIED PROFESSIONAL(S) (as defined in Env-Wt 802.06) with expertise in stream restoration to supervise and be on-site during construction to ensure that all work is constructed in accordance with the approved design plans.

Task 2: Box culvert installation, stream and riparian restoration, engineering oversight, and one as-built survey and report
The CONTRACTOR will contact the ARM Fund Program staff at least 5 state business days prior to starting any work under this task to notify of the date on which work under this agreement is expected to start. The CONTRACTOR will replace the metal pipe on West Bath Road in accordance with the NH Stream Crossing Guidelines and Wetlands and Non-Site Specific Permit 2021-02103. The design will include stream simulation for fish and wildlife passage and accommodate natural sediment and water transport processes. Work under this task incudes site preparation and mobilization, removal of the old pipe culvert, excavating the site and installation of the new box, bank stabilization, riparian plantings, stream channel work, and demobilization. In addition, cattle fencing and a rock ford will be installed to prevent cattle from entering the restored stream reach. Restoration of areas where temporary impacts occur will be addressed per the NHDES permit conditions. The designated QUALIFIED PROFESSIONAL(S) will supervise the construction and submit reports to the ARM Fund Program via email throughout active construction and will include the 1) activities completed, 2) photos of the work site, and 3) questions or concerns. Following construction, the CONTRACTOR will conduct one as-built survey of the site to establish baseline conditions of the topography, culvert elevations, stream channel geometry, and plantings. The as-built survey will include photos of the cattle fencing and ford, the stream channel and banks, and the new stream crossing. One As-Built report will be submitted to the ARM Fund Program within 60 days of construction completion.

Task 3: Annual performance monitoring reviews and fish habitat assessments
The CONTRACTOR will provide information to the ARM Fund Program on the flooding status of the new box culvert annually. The CONTRACTOR will report any road flooding at the site to ARM Fund Program that may occur between 2023 and 2028 with photo documentation or narratives provided by the town or local landowners. The CONTRACTOR, NHDES Wetlands Bureau staff, and project partners will collaboratively survey the new crossing annually from 2024-2027 to evaluate aquatic organism passage, stream conditions, and bank stability, and prepare annual monitoring reports. Fish and habitat monitoring will be done by the CONTRACTOR and project partners and begin in the summer 2024 and continue periodically over the following five years in conjunction with annual surveys to evaluate the success of fish passage; results will be included in monitoring reports. The CONTRACTOR, NHDES, and project partners will collaboratively review the monitoring results on an annual basis during project

Contractor Initials
Date 2/24/2022

[illegible]

[illegible] design, permitting, and technical assistance (Completed)

[illegible] will expand the current preliminary design plans for the West Bath [illegible] Project to a final design, stamped design, suitable for permitting, [illegible] bidding, and construction. The CONTRACTOR will participate in a NHDES "Standard Stream [illegible] Meeting" to review the design in full compliance with the NH Stream Crossing Guidelines, [illegible] the NHDES Wetlands Bureau's Programmatic General Permit, to finalize the design, [illegible] permit requirements, and submit a Wetlands Bureau Application. [illegible] participate in a pre-construction meeting before any site work begins. [illegible] that will include ARM Fund project partners, review permit conditions, review [illegible] construction timeline. During the pre-construction meeting, CONTRACTOR will designate a [illegible] (QAEP) [illegible] with 80 hours of experience in stream restoration to [illegible] be on site during construction to ensure that all work is conducted in accordance with the approved design plans.

[illegible] Mobilization, site preparation and protection [illegible] erosion and sediment control, and protection of [illegible] report.

[illegible] CONTRACTOR will contact the [illegible] to ensure that [illegible] to [illegible] any [illegible] under the [illegible] the [illegible] reported [illegible] CONTRACTOR will replace the culvert pipe on West [illegible] in accordance with the NH [illegible] Guidelines and Wetlands and Non-Site Specific Permit 2 [illegible]. The design will [illegible] a culvert installation for fish and other aquatic passage, and accommodate natural sediment and water [illegible] processes. Work under this task includes site preparation, stabilization, removal of the old [illegible] excavation of the site and installation of the new box culvert, [illegible] planting, [illegible] and fish habitat stabilization. In addition, large [illegible] and a rock ford will be installed to [illegible] in grade, and [illegible] red stream reach. Restoration of areas with erosion impacts [illegible] will be addressed per the NHDES permit conditions. In [illegible] GUAR RECREATIONAL [illegible] will supply to the contractor and submit reports to the ARM Fund [illegible] [illegible] including the 1) activities completed, 2) photos of the work site, and [illegible] [illegible] following construction, the CONTRACTOR will conduct one as-built survey of the [illegible] culvert, rock ford, and the topography, culvert elevations, stream channel [illegible] survey will include photos of the cattle feeding and to the stream channel [illegible] and [illegible] stream crossing. One As-Built report will be submitted to the ARM Fund [illegible] 30 days of [illegible] completion.

[illegible] of performance monitoring visits and fish [illegible] surveys

[illegible] CONTRACTOR will provide information to the ARM Fund Program on the flooding status of the new [illegible] culvert. Initially, the CONTRACTOR will [illegible] any road flooding at the site to ARM Fund Program [illegible] between 2023 and 2028 with photo documentation of [illegible] initiatives provided by the town [illegible] the CONTRACTOR, NHDES Wetlands Bureau staff, and project partners will [illegible] survey the new crossing annually from 2022-2027 to evaluate aquatic organism passage, [illegible] conditions, and bank stability, and perform annual monitoring reports. Fish and habitat [illegible] will be done by the CONTRACTOR in project partnership [illegible] summer 2024 and continue periodically over the following five years [illegible] with a [illegible] survey to evaluate the [illegible] reports will be used in monitoring [illegible] the CONTRACTOR, NHDES, and project partners will collaboratively review the monitoring [illegible] an annual basis during project

meetings and site walks, to evaluate whether the site is meeting the expected performance standards.

Task 4: Long-term maintenance and adaptive management
Based upon review of the monitoring results, the CONTRACTOR will develop a plan and implement remedial actions if necessary for the site to maintain fish passage and accommodate streamflow. Work under this task may include engineer consultation and design plans to address any corrective measures, additional restoration work upstream or downstream of the culvert to further enhance trout habitat, plantings, and bank stabilization. The CONTRACTOR will submit photos and a summary of the adaptive management activities done via email to ARM Fund Program within 60 days of any work performed.

Task 5: 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 sign be damaged or destroyed, the CONTRACTOR agrees to work with NHDES to repair or replace it with identical signage and to share any costs associated with that repair or replacement to the extent reasonably practicable.

F. Deliverable Schedule:

Task	Deliverable	Due Date
1	Box culvert and stream restoration design and wetlands permit	9/01/2021 (Completed)
1	Pre-application meeting and designate Qualified Professional	09/01/2021 (Completed)
2	Installation of new box culvert, cattle fencing, bank stabilization, and plantings, and construction reports	During active construction between 06/01/23 and 12/01/2023
2	As-built survey and report	12/31/2023
3	Annual performance monitoring and fish habitat assessment reports	May , 2024, 2025, 2026, and 2027
4	Long-term maintenance and adaptive management activities with update reports	Submitted as needed 2023-2028
5	Photos of sign posted at the site	December 2024

G. Project Monitoring:
The Property involved in the project will be monitored by the ARM Fund Program and CONTRACTOR on an annual basis between summer 2024 and summer 2028, as described in Section F, Task 3 of this agreement, 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. The ARM Fund Program will provide a copy of the annual monitoring report to the CONTRACTOR to review site conditions and design any remedial measures needed.

Contractor Initials
Date 2/24/2023

[illegible] site visits to evaluate whether the site is meeting the prescribed performance standards

[illegible] Long-term monitoring and management

[illegible] upon receipt of the monitoring report, the CONTRACTOR will develop a plan and implement [illegible] actions if necessary for the monitoring fish passage and demonstrate stream flow. Work [illegible] under this task may include [illegible] and design plan, to add or modify corrective measures [illegible] additional restoration work, post-restoration monitoring, or a combination of the foregoing. The CONTRACTOR will submit photos and a summary of the activities [illegible] management activities via email to ARM Fund program within 60 days of any work performed.

[illegible] Signage / 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 NHLFS logo and the following statement: "This project has been completed with assistance from the New Hampshire Aquatic Resource Mitigation Fund." Should [illegible] signed or damaged, the CONTRACTOR agrees to work with NHLFS to repair or replace it with [illegible] at average price, share any costs associated with that repair or replacement to the extent reasonably practicable.

F. Deliverable Schedule:

Deliverable	Due Date
Box culvert and stream restoration design and wetlands [illegible]	9/01/2021 (Completed)
Project [illegible] and [illegible] (completed)	09/01/2021 (Completed)
Installation of new box culvert [illegible]	During active construction [illegible] 06/01/23 and 12/01/2023
Construction report	
Annual monitoring report	12/31/2023
Annual [illegible]	May, 2024, 2025, 2026, [illegible] 2027
Assessment reports	
Long-term monitoring and analytical management activities	Submitted as needed 2023-2029
Photos of sign [illegible]	December 2024

G. Project Monitoring.

The [illegible] in the project will be monitored by the ARM Fund Program and CONTRACTOR as [illegible] work in under 24 and [illegible] 2028, as described in section E. Task [illegible] to ensure that no actions are occurring [illegible] be detrimental to the [illegible] of the Property. The ARM Fund Program will provide a copy [illegible] notifying [illegible] to the CONTRACTOR to review site [illegible] and design any [illegible] measures.

Contractor Initials
Date

EXHIBIT B
BUDGET & PAYMENT METHOD

The CONTRACTOR shall submit requests for payment after completing each task and submitting evidence of the associated deliverable. Budgeted amounts by Task are estimated. The CONTRACTOR is authorized to move funds between Tasks based on actual expenses incurred by Task with an award amount not to exceed $241,930. Upon receipt and approval by NHDES of the invoices, NHDES shall issue payment to the CONTRACTOR in accordance with the following:

Task 1: Bridge design, permitting, and technical assistance	**$15,300 (Task Complete)**
Task 2: Box culvert installation, stream and riparian restoration, engineering oversight, and one as-built survey and report	**$175,105**
Task 3: Annual performance monitoring reviews and fish habitat assessments	**$22,595**
Task 4: Long-term maintenance and adaptive management	**$26,205**
Task 5: Sign for public information	**$2,725**
TOTAL NHDES ARM FUNDS	**$241,930**
Total amount to be authorized following approval by the Governor and Executive Council:	**$241,930**

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: Emily Nichols, Wetlands Bureau

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

Contractor Initials AM
Date 2/24/2023

EXHIBIT C
SPECIAL PROVISIONS

This section is intentionally left blank.

Contractor Initials
Date 12/12/2023

CERTIFICATE

I, Chris Wood, Chief Executive Officer of Trout Unlimited do, hereby certify that:

1. I am the duly appointed Chief Executive Officer;
2. Trout Unlimited wishes to accept funds from the State of New Hampshire;
3. Article VI, Section 12 of Trout Unlimited's current Bylaws authorize the Board of Trustees to establish policies concerning the authority of senior staff, including the Northeast Coldwater Habitat Program Director, to sign and 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:

   Amy G. Wolfe, Northeast Coldwater Habitat Program Director

IN WITNESS WHEREOF, I have hereunto set my hand as the Chief Executive Officer of Trout Unlimited, this 25 day of January, 2023.

Chris Wood

Chris Wood, Chief Executive Officer

COMMONWEALTH OF VIRGINIA
County of Arlington

On this the 25th day of January, 2023, before me Anita M Wolley
(Notary Public)
the undersigned officer, personally appeared Chris Wood who acknowledged himself to be the Chief Executive Officer of Trout Unlimited 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.

Anita M. Wolley
Name of Notary Public (signature above)

Commission Expiration Date:
(Seal)

ANITA M WOLLEY
Notary Public
Commonwealth of Virginia
Registration No. 7999627
My Commission Expires Oct 31, 2026

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that TROUT, UNLIMITED is a Michigan Nonprofit Corporation registered to transact business in New Hampshire on June 30, 2003. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **437921**
Certificate Number: **0006114418**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of February A.D. 2023.

David M. Scanlan
Secretary of State

TROUT-1

OP ID: AF

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/07/2023

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

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

PRODUCER 315-253-8461
Adams & Son, Inc.
44 South Street, P.O. Box 460
Auburn, NY 13021
Douglas K. Adams, CPCU

CONTACT NAME: Douglas K. Adams, CPCU
PHONE (A/C, No, Ext): 315-253-8461 FAX (A/C, No): 315-253-6508
E-MAIL ADDRESS: dadams@adamsins.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Ins. Co	18058
INSURER B : Twin City Fire Insurance	14974
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Trout Unlimited, Inc.
1777 North Kent St, Ste 100
Arlington, VA 22209-2133

COVERAGES CERTIFICATE NUMBER: 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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE / X OCCUR	X		PHPK2396657	03/31/2022	03/31/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB / CLAIMS-MADE			PHUB808843	03/31/2022	03/31/2023	AGGREGATE	$ 5,000,000
	DED / X RETENTION $ 10000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Proof of Insurance

CERTIFICATE HOLDER

NEWHAM1

New Hampshire 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
Douglas K. Adams, CPCU

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TROUT-1

OP ID: AF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/06/2023

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

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

PRODUCER
Adams & Son, Inc.
44 South Street, P.O. Box 460
Auburn, NY 13021
Douglas K. Adams, CPCU
315-253-8461

CONTACT NAME: Douglas K. Adams, CPCU
PHONE (A/C, No, Ext): 315-253-8461 FAX (A/C, No): 315-253-6508
E-MAIL ADDRESS: dadams@adamsins.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Ins. Co	18058
INSURER B : Twin City Fire Insurance	14974
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Trout Unlimited, Inc.
1777 North Kent St, Ste 100
Arlington, VA 22209-2133

COVERAGES CERTIFICATE NUMBER: 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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		PHPK2396657	03/31/2022	03/31/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			PHUB808843	03/31/2022	03/31/2023	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N / A		01WEAD0WGS	03/31/2022	03/31/2023	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Proof of Insurance

CERTIFICATE HOLDER

NEWHAM1

New Hampshire 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
Douglas K. Adams, CPCU

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ATTACHMENT A
2022 Aquatic Resource Mitigation Fund Grants

Applications and Funding Amounts

Grant Applicant/Project	Town	Requested Funding Amount	Approved for Funding
Trout Unlimited/Childs Brook Culvert Replacement	Bath	$130,430	Yes – full funding

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

Site Selection Committee List

Name	Agency/Organization	Title	Years of Experience
Peter Bowman	NH Dept. of Resources & Economic Development	Ecological Information Specialist	24
Michael Marchand	NH Fish and Game Department	Nongame and Endangered Species Coordinator	20
Michael Burke	NH Rivers Council/ American Rivers	Water Resources Engineer	18
Tracy Tarr	NH Association of Natural Scientists	Wetland Scientist	22
Brian Hotz	Society for the Protection of NH Forests	Vice President for Land Conservation	27
Bill Thomas	NH Department of Environmental Services Dam Bureau	River Restoration Coordinator	23

The State of New Hampshire

Department of Environmental Services

Robert R. Scott, Commissioner

July 14, 2021

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

APPROVED G & C
DATE 18 August 2021
ITEM # 95

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to award an Aquatic Resource Mitigation (ARM) Fund grant to Trout Unlimited – National ("TU"), Concord, NH (Vendor Code #169073-B001) in the amount of $111,500 for the purpose of replacing a deficient culvert on West Bath Road in Bath, NH, effective upon Governor and Council approval through December 1, 2026. 100% ARM Funds.

Funding is available in the following account.

	FY'22
03-44-44-442010-38710000-073-500581	$111,500

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 Middle Connecticut River watershed in April, 2020. The TU application was received and on November 22, 2020, DES announced the decision to fund the TU project in the Middle Connecticut River watershed. The project proposed by the TU 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 18, 2021 is attached.

The current stream crossing on Child's Brook is a 6-foot metal pipe that is completely rusted through on the bottom and perched, preventing fish and wildlife passage, and causing erosion to the streambed and river banks. Increased velocities exiting the culvert have created a 6-foot scour pool that is 50 feet wide. The undersized culvert is vulnerable to failure during storms and is not only a public safety issue, but would result in a significant impact to the Childs Brook's aquatic ecosystem if the culvert fails. The proposed replacement is a 24-foot aluminum box culvert that will enable brook trout access to critical upstream spawning habitat, forage, and coldwater refugia. This project will reconnect 3.1 miles of NH Fish and Game Wildlife Action Plan Highest Ranked Habitat upstream in the mainstem of Childs Brook to the 1.6 miles downstream before flowing directly into the Ammonoosuc River, a NH Designated River. 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:

	Middle Connecticut Watershed Balance
Funds as of June 18, 2021	$171,502
Grant Agreement This Request: Town of Walpole	$111,500
Net Change	$111,500
Balance Available After G & C Approval	$60,002

Subject: Aquatic Resource Mitigation Fund Grant

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: Trout Unlimited – National		**1.4 Grantee Address** 54 Portsmouth Street Concord, NH 03301	
1.5 Effective Date Upon G&C approval	**1.6 Completion Date** December 1, 2026	**1.7 Audit Date** N/A	**1.8 Grant Limitation** $111,500.00
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 Amy G-Wolfe		**1.12 Name & Title of Grantee Signor** Amy Wolfe, Dir., NE Coldwater Habitat Program	

1.13 Acknowledgment: State of ~~NH~~ Pennsylvania, **County of** Centre

On 07/07/2021, 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) Emily N Kanouff

Commonwealth of Pennsylvania-Notary Seal
Emily N Kanouff, Notary Public
Centre County
My Commission Expires November 18, 2023
Commission Number 1360378

1.13.2 Name & Title of Notary Public or Justice of the Peace

Emily N Kanouff, Notary Public

1.14 State Agency Signature(s)

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: **Attorney, On:** 7/27/2021

1.17 Approval by the Governor and Council

By: **On:** / /

Contractor Initials AGW
Date 7/7/2021

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

Contractor Initials HOW
Date 7/7/2021

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 subgranteed 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.

Contractor Initials AOW
Date 7/7/2021

EXHIBIT A
SCOPE OF SERVICES

A. **Project Title:**
Childs Brook Stream Crossing Restoration Project

B. **Project Period:**
January 1, 2021 through December 1, 2026

C. **Grant Amount:**
Total funds available for payment of allowable costs incurred under this Grant Agreement shall not exceed $111,500. The New Hampshire Department of Environmental Services (NHDES) will not reimburse Trout Unlimited – National (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 1, 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:**
The Childs Brook Stream Crossing Restoration Project in Bath, NH will improve aquatic connectivity for local brook trout, water and sediment transport, and increase flood resiliency within the Childs Brook watershed by upgrading a deficient culvert and restoring stream habitat degraded from heavy cattle grazing. The current stream crossing on West Bath Road is an undersized 6' metal pipe that has caused severe erosion and a 6' scour pool downstream. The culvert has become perched 8" above the stream and is a barrier to all aquatic organisms and is preventing brook trout from reaching coldwater spawning habitat upstream. The culvert has rusted through on the bottom and is vulnerable to failure during storm events, which is not only a public safety issue, but would result in a significant impact to Childs Brook's aquatic ecosystem if the culvert falls. The CONTRACTOR will completely replace the metal pipe with a 24-foot metal box culvert with stream simulation that meets current engineering and NH Stream Crossing Guidelines. The larger, at-grade structure will allow fish and wildlife to move through the crossing and reconnect important upstream brook trout habitat. In addition, channel rehabilitation to form pools and large wood additions will be used to enhance brook trout spawning habitat. To prevent further habitat degradation from cattle entering the stream, exclusion fencing will be installed to keep cattle out of the newly restored reach, and a rock ford will be built to allow access to the river for water in only a single location. The eroded banks will be replanted with trees and shrubs to stabilize the banks and reduce sedimentation to improve water quality.

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

Contractor Initials: [illegible]
Date: 7/7/2021

Task 1: Box culvert design, permitting, and technical assistance
The CONTRACTOR, with partners, will expand the current preliminary design plans for the West Bath Road crossing 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 the design is in full compliance with NH Stream Crossing Guidelines. The CONTRACTOR will work with the NHDES Wetlands permitting staff to finalize the design, construction timeline, permit and grant conditions, and submit a Wetlands Permit in summer 2021. The CONTRACTOR will participate in a pre-construction meeting before any site work begins in summer 2021, that will include NHDES Wetlands and project partners to review permit conditions and verify the construction timeline. During the pre-construction meeting the CONTRACTOR will designate a QUALIFIED PROFESSIONAL(S) (as defined in Env-Wt 802.06) with expertise in stream restoration to supervise and be on-site during construction to ensure that all work is constructed in accordance with the approved design plans.

Task 2: Box culvert installation, stream and riparian restoration, engineering oversight, and one as-built survey and report
The CONTRACTOR will contact the NHDES Wetlands Bureau Mitigation staff at least 5 state business days prior to starting any work under this task to notify of the date on which work under this agreement is expected to start. The CONTRACTOR will replace the metal pipe on West Bath Road with a 24-foot aluminum box culvert, that meets the NH 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 incudes site preparation and mobilization, removal of the old pipe culvert, excavating the site and installation of the new box, bank stabilization, riparian plantings, stream channel work, and demobilization. In addition, cattle fencing and a rock ford will be installed to prevent cattle from entering the restored stream reach. Restoration of areas where temporary impacts occur will be addressed per the NHDES permit conditions. The designated QUALIFIED PROFESSIONAL(S) will supervise the construction and submit reports to the NHDES Wetlands Bureau Mitigation staff via email every 2-3 days during active construction and will include the 1) activities completed, 2) photos of the work site, and 3) questions or concerns. Following construction, the CONTRACTOR will conduct one as-built survey of the site to establish baseline conditions of the topography, culvert elevations, stream channel geometry, and plantings. The as-built survey will include photos of the cattle fencing and ford, the stream channel and banks, and the new stream crossing. One As-Built report will be submitted to the NHDES Wetlands Bureau Mitigation staff within 60 days of construction completion.

Task 3: Annual performance monitoring reviews and fish habitat assessments
The CONTRACTOR will provide information to the NHDES Wetlands Bureau Mitigation staff on the flooding status of the new box culvert annually. The CONTRACTOR will report any road flooding at the site to NHDES that may occur between 2021 and 2026 with photo documentation or narratives provided by the town or local landowners. The NHDES Wetlands Bureau staff will survey the new box culvert annually from 2022-2026 and provide summary reports to the CONTRACTOR. Fish and habitat monitoring will be done by the CONTRACTOR and project partners and begin in the summer 2022 and continue periodically over the following five years to evaluate the success of fish passage, and reports submitted to the NHDES Wetlands Bureau Mitigation staff. 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.

Contractor Initials AOW
Date 7/7/2021

Task 4: Long-term maintenance and adaptive management
Based upon review of the monitoring results, the CONTRACTOR will develop a plan and implement remedial actions if necessary for the site to maintain fish passage and accommodate streamflow. Work under this task may include engineer consultation and design plans to address any corrective measures, additional restoration work upstream or downstream of the culvert to further enhance trout habitat, plantings, and bank stabilization. The CONTRACTOR will submit photos and a summary of the adaptive management activities done via email to NHDES within 60 days of any work performed.

Task 5: 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 it with identical signage and to share any costs associated with that repair or replacement to the extent reasonably practicable.

F. Deliverable Schedule:

Task	Deliverable	Due Date
1	Box culvert and stream restoration design and wetlands permit	9/01/2021
1	Pre-application meeting and designate Qualified Professional	09/01/2021
2	Installation of new box culvert, cattle fencing, bank stabilization, and plantings, and construction reports	During active construction between 06/01/21 and 11/01/2021
2	As-built survey and report	12/31/2021
3	Annual performance monitoring meetings	May 2023, 2024, 2025, and 2026,
3	Fish habitat assessment reports	December 2023, 2025, and 2026
4	Long-term maintenance and adaptive management activities with update reports	Submitted as needed 2022-2026
5	Photos of sign posted at the site	December 2023

G. Project Monitoring:
The Property involved in the project will be monitored by NHDES on an annual basis between summer 2022 and summer 2026 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 site conditions and design any remedial measures needed.

EXHIBIT B
BUDGET & PAYMENT METHOD

The CONTRACTOR shall submit requests for payment after completing each task and submitting evidence of

Contractor Initials HOW
Date 7/5/2021

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: Bridge design, permitting, and technical assistance	**$15,300**
Task 2: Box culvert installation, stream and riparian restoration, engineering oversight, and one as-built survey and report	**$75,000**
Task 3: Annual performance monitoring reviews and fish habitat assessments	**$6,000**
Task 4: Long-term maintenance and adaptive management	**$14,700**
Task 6: Sign for public information	**$500**
TOTAL NHDES ARM FUNDS	**$111,500**
Total amount to be authorized following approval by the Governor and Executive Council:	**$111,500**

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 AOW
Date 7/7/2021

CERTIFICATE

I, Chris Wood, Chief Executive Officer of Trout Unlimited do, hereby certify that:

1. I am the duly appointed Chief Executive Officer;
2. Trout Unlimited wishes to accept funds from the State of New Hampshire;
3. Article VI, Section 12 of Trout Unlimited's current Bylaws authorize the Board of Trustees to establish policies concerning the authority of senior staff, including the Northeast Coldwater Habitat Program Director, to sign and 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:

   Amy G. Wolfe, Northeast Coldwater Habitat Program Director

IN WITNESS WHEREOF, I have hereunto set my hand as the Chief Executive Officer of Trout Unlimited, this 29 day of June, 2021.

Chris Wood, Chief Executive Officer

COMMONWEALTH OF VIRGINIA
County of Arlington

On this the 29th day of June, 2021, before me _____ (Notary Public)
the undersigned officer, personally appeared Chris Wood who acknowledged himself to be the Chief Executive Officer of Trout Unlimited 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.

Jonathan Bryson
Name of Notary Public (signature above)

Commission Expiration Date: July 31, 2024
(Seal)

JONATHAN HOWELL BRYSON
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JULY 31, 2024
COMMISSION # 7865479

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 TROUT, UNLIMITED is a Michigan Nonprofit Corporation registered to transact business in New Hampshire on June 30, 2003. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 437921

Certificate Number: 0005354000

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of April A.D. 2021.

William M. Gardner
Secretary of State

TROUT-1

OP ID: AF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/31/2021

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

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

PRODUCER 315-253-8461
Adams & Son, Inc.
44 South Street, P.O. Box 460
Auburn, NY 13021
Douglas K. Adams, CPCU

CONTACT NAME: Douglas K. Adams, CPCU
PHONE (A/C, No, Ext): 315-253-8461 FAX (A/C, No): 315-253-6508
E-MAIL ADDRESS: dadams@adamsins.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Ins. Co	18058
INSURER B: Twin City Fire Insurance	14974
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED Trout Unlimited, Inc.
1777 North Kent St, Ste 100
Arlington, VA 22209-2133

COVERAGES CERTIFICATE NUMBER: 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		PHPK2255520	03/31/2021	03/31/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		01WEAD0WGS	03/31/2021	03/31/2022	X PER STATUTE X OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

The New Hampshire Department of Environmental Services is included as Additional Insured for General Liability regarding the agreement for culvert restoration on West Bath Road as Funding Source.

CERTIFICATE HOLDER NEWHAM1

New Hampshire 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
Douglas K. Adams, CPCU

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ATTACHMENT A
2020 Aquatic Resource Mitigation Fund Grants

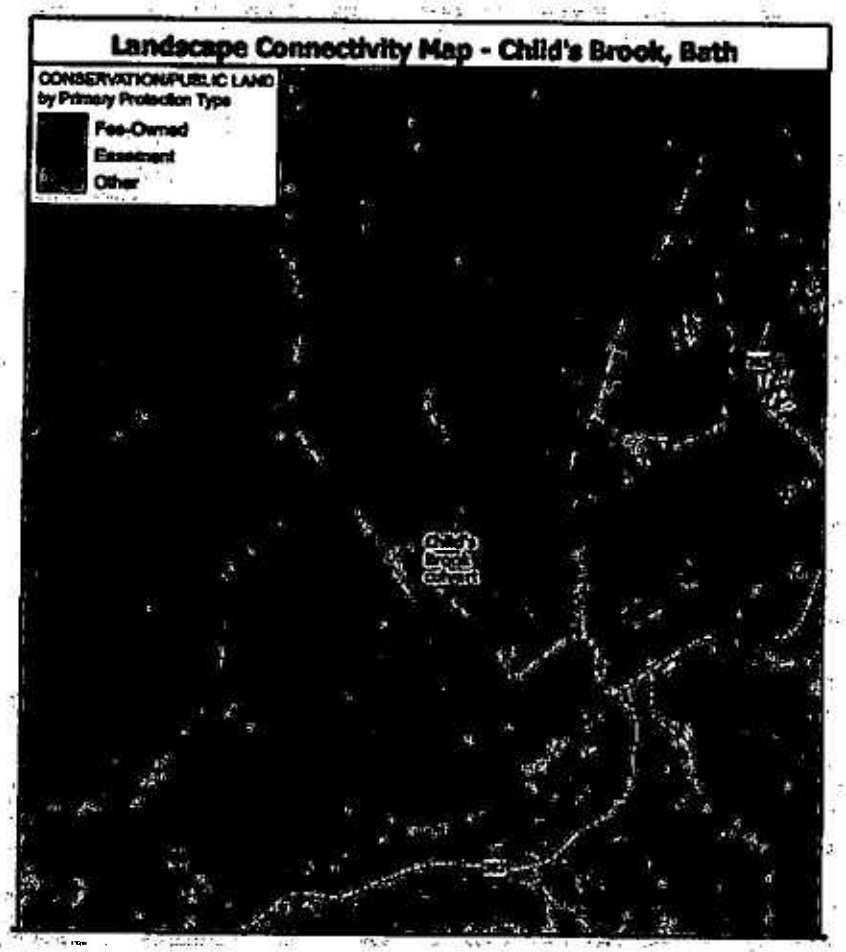
Applications and Funding Amounts

Grant Applicant	Location/Town	Requested Funding Amount	Score	Approved for Funding
Trout Unlimited - National	Bath	$111,500	52	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

ATTACHMENT B

CHILD'S BROOK STREAM CROSSING RESTORATION PROJECT/BATH