



The State of New Hampshire
Department of Environmental Services

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Robert R. Scott, Commissioner

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May 17, 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 award an Aquatic Resource Mitigation (ARM) Fund grant to Trout Unlimited of Arlington, VA (VC# 169073-B001) in the amount of \$202,730 for the purpose of removing a dam and restoring riparian and wetland functions on a portion of Brennan Brook in Franconia, effective upon G&C approval through December 1, 2029. 100% ARM Funds.

Funding is available in the account as follows:

	<u>FY 23</u>
03-44-44-442010-38710000-073-500581	\$202,730
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. One mitigation option, commonly referred to as an *in-lieu fee program*, is ideal for projects that have difficulty in locating an appropriate mitigation site. The ARM Fund authorizes the collection of mitigation funds in lieu of other forms of wetland mitigation as part of a Wetlands Permit Application.

The Department issued the request for proposals for ARM Funds available in the Merrimack River watershed in February, 2022. The Brennan Brook Dam Removal application was one of six applications received and on November 7, 2023, NHDES announced the decision to fund the project. The review of the award by the Army Corps of Engineers and the New Hampshire Wetland Council resulted in full

support of the recommendation. Attachment A notes the ARM Site Selection Committee members involved in the decision.

The Brennan Brook Dam Removal Project's objective is to remove the dam structure (concrete walls and spillway) on Brennan Brook to reestablish stream connectivity and restore aquatic organism passage, geomorphic compatibility, and restore surrounding stream and wetland systems. The Brennan Brook dam is structurally deficient and serves as the most upstream barrier on Brennan Brook, segregating populations of aquatic organisms and creating inconsistent temperatures that are detrimental to cold water species historically found within the brook. The controlled removal of the dam will restore aquatic organism passage up to 4.3 miles of cold-water headwater habitat upstream of the project site, 8 miles of downstream habitat, as well as up to 225 linear feet of stream restoration and 3.48 acres of wetland restoration including forested wetland/scrub shrub wetland and freshwater pond. Wild brook trout in the South Branch Piscataquog River watershed are a high priority for instream habitat restoration efforts and reconnection of populations within the watershed is vital to ensuring long-term population health. The Brennan Brook flows through the highest ranked wildlife habitat for NH and the region based on the New Hampshire Fish and Game Department (NHFG) Wildlife Action Plan (WAP). Attachment B includes a map of the project area.

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.

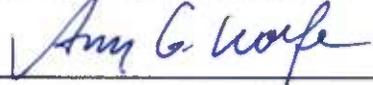


Robert R. Scott, Commissioner

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

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 1777 N Kent St Ste100, Arlington VA 22209	
1.5 Grantee Phone # (603) 548-6966	1.6. Account Number 03-44-444-442010- 38710000-073-500581	1.7. Completion Date 12/1/2029	1.8. Grant Limitation \$202,730
1.9. Grant Officer for State Agency Emily Nichols		1.10. State Agency Telephone Number (603) 271-0727	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Amy Wolfe, Northeast Coldwater Habitat Program Director	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Robert R. Scott, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: 		Assistant Attorney General, On: 6/15/2023	
1.16. Approval by Governor and Council (if applicable)			
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"), 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 B (the scope of work being hereinafter 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 of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (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 C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, 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 payment 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 and RSA 31-95-b.
7. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, 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, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, 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 of 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 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 the 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 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, paper documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant the State, or any person designated by it, unrestricted access to all data examination, duplication, publication, translation, sale, disposal, or for any purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country 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 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, which 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 OR AGREEMENT.** Notwithstanding anything 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 has the right to withhold payment until such funds become available, if ever. The Grantee 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 require the Grantee to be remedied within, in the absence of a greater or lesser specification of 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 suspend 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 and all amounts 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 later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project activities 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 event relieve the Grantee from any and all liability for damages sustained 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 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, no representative, officer or employee of the State of New Hampshire or any 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

Grantee Initials *ACW*

- 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 interest 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, workmen'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 B 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 or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE.**
- 17.1 The Grantee shall, at its own 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 workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate 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 accepted to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
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 respect 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 of waiver shall be deemed a waiver of the right of the State to enforce each and all 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 address 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 the amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and shall be binding upon and inure 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 to be used in determining the intent of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third party and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all other agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT A
SPECIAL TERMS AND CONDITIONS

This section is intentionally left blank.

EXHIBIT B
SCOPE OF SERVICES

A. Project Title:

Brennan Brook Dam Removal Project

B. Project Period:

Upon Governor & Council Approval through December 1, 2029

C. Grant Amount:

Total funds available for payment of allowable costs incurred under this Grant Agreement shall not exceed \$202,730. 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, 2029. Any work performed by the GRANTEE 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 GRANTEE 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 Brennan Brook Dam Removal Project objective is to remove the dam structure (concrete walls and spillway) on Brennan Brook to reestablish stream connectivity and aquatic organism passage, geomorphic compatibility, and restore surrounding stream and wetland systems.

F. Scope of Work:

The GRANTEE agrees to complete the following under this grant agreement with the New Hampshire Department of Environmental Services (NHDES) Aquatic Resource Mitigation (ARM) Fund Program:

Task 1: Dam Removal and Restoration Design, Approvals and Technical Assistance

The GRANTEE is responsible for obtaining all required federal, state, and local permits and approvals prior to any restoration work. The GRANTEE will coordinate with the NHDES Wetlands Bureau to schedule a pre-application meeting with permitting staff and obtain NHDES approval for the final design and construction timeline. The GRANTEE will work with NHDES to develop a Federal Mitigation Plan for approval by the United States Army Corps of Engineers (USACOE). The Federal Mitigation Plan shall meet the criteria outlined in 33 CFR 332.4(c) and establish the mitigation work plan, performance standards, monitoring requirements, long-term management plan, adaptive management plan, and financial assurance measures.

Grantee Initials 

Task 2: Dam Removal and Restoration Implementation, Engineering Oversight, and As-Built Survey and Report

The GRANTEE will participate in a pre-construction meeting before any site work begins that will include the ARM Fund Program, NHDES Dam Bureau, and project partners to review permit conditions and verify the construction timeline. During the pre-construction meeting the GRANTEE will designate a QUALIFIED PROFESSIONAL(S) (as defined in Env-Wt 802.06) with expertise in dam restoration to supervise and be on-site during construction to ensure that all work is constructed in accordance with the approved design plans and applicable permit conditions. Following construction, the GRANTEE will conduct one as-built survey of the site to establish baseline conditions of the topography, stream channel restoration, bank stabilization, and plantings. The as-built survey will include photos of the former dam areas, stabilization measures, and all restoration areas. One As-Built report will be submitted to the ARM Fund Program within 60 days of construction completion.

Task 3: Performance Monitoring and Long-Term Management

The GRANTEE will provide geomorphic and biological monitoring and prepare summary reports for five years post-construction to determine whether the performance standards included in the Federal Mitigation Plan approved by USACOE have been successfully achieved. The GRANTEE, NHDES, and project partners will collaboratively review the monitoring results on an annual basis to evaluate whether the site is maintaining target wetland functions and meeting the performance standards. The GRANTEE will be responsible for the long-term maintenance of the restoration areas and development of adaptive management actions at the site if needed.

Task 4: Sign for Public Information

The GRANTEE agrees to place a sign at a prominent location on or near the PROPERTY. The sign should contain at 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 GRANTEE 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.

G. Deliverable Schedule:

Task	Deliverable	Due Date
1	Dam Removal and Restoration Design, Permits, and Federal Mitigation Plan Approval	June 1, 2024
2	Dam Removal & Restoration Implementation, and As-Built Survey and Report	December 1, 2024
3	Annual Monitoring Report and Long-Term Management	December of 2025 2026, 2027, 2028, and 2029
4	Photos of Sign Posted at the Site	December 1, 2024

H. Project Monitoring:

The GRANTEE shall allow NHDES unrestricted access to the PROPERTY involved in the project. ARM Fund Program will monitor the PROPERTY on an annual basis for five consecutive years following construction completion 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 project. NHDES will refer any deficiencies

...including which will be determined by the activities of the project. INDES will retain full responsibility for the selection and approval of the activities taken and to ensure that no activities are undertaken which would be PROHIBITED on an annual basis for the construction area. ...
The CRVAITEE shall allow INDES unrestricted access to the PROHIBITED area for the purpose of ...
H. Project Monitoring:

1	Photos of signs posted at the site	December 1, 2003
2	Management	2003
3	Annual Monitoring Report and Long Term and As-built Survey and Report	December 1, 2003, 2004, 2005, 2006
4	Geomorphic Restoration Implementation	December 1, 2003
5	Final As-built Survey and Report	June 1, 2004
Task	Deliverable	Due Date

e. Deliverable schedule:

responsibility and records.
The signs shall be and to share any costs associated with that repair or replacement. In the event signs are damaged or destroyed, the CRVAITEE agrees to work with INDES to repair or replace it with the CRVAITEE with assistance from the New Hampshire Atlantic Resource Mitigation Fund. ...
The CRVAITEE agrees to place a sign at a prominent location on or near the PROHIBITED area to give ...
Task 4: Sign for Public Information

and development of additional monitoring stations as the site is needed.
standards. The CRVAITEE will be responsible for the long-term maintenance of the restoration area and whether the site is maintaining target wetland functions and meeting the performance standards INDES and project partners will be provided. A review of the monitoring results on an annual basis to Federal Mitigation Plan approved by USACE has been successfully achieved. The CRVAITEE will provide geomorphic and hydrologic monitoring and prepare summary reports to INDES. Performance Monitoring and Long Term Maintenance

construction completion.
The CRVAITEE will submit a report to the ARPA Fund Program within 90 days of completion. The report will include photos of the former dam areas, stratification of sediments and all other conditions of the proposed stream channel restoration, bank stabilization, and planting. ...
The CRVAITEE will conduct one as-built survey of the site to establish baseline conditions with the approved design plans and applicable permit conditions. Following restoration to standards and on-site during construction to ensure that all work is completed in accordance with the CRVAITEE PROFESSIONAL (S) (as defined in ENV-1 (200202) with expertise in the conditions and control the construction including the pre-construction wetland delineation. ...
The CRVAITEE will participate in a pre-construction meeting to discuss any other monitoring requirements.

Task 5: Dam Removal and Geomorphological Restoration Implementation and As-built Survey

observed to the GRANTEE to address.

EXHIBIT C
BUDGET & PAYMENT METHOD

The GRANTEE 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 GRANTEE in accordance with the following:

Budgeted amounts by Task are estimated. The Grantee is authorized to move funds between Tasks based on actual expenses incurred by Task with an award amount not to exceed \$202,730.

	<u>Budget</u>	<u>Payment Method</u>
Task 1: Dam Removal & Restoration Design and Permitting	\$22,525.33	Upon Completion
Task 2: Dam Removal, Restoration, As-built Survey and Report	\$143,889.33	Upon completion
Task 3: Performance monitoring and long-term maintenance	\$36,315.33	Upon completion
Task 4: Sign for public information	\$0 (cash match)	Upon completion
TOTAL NHDES ARM FUNDS	\$202,730	

Total amount to be authorized following approval by the Governor and Executive Council: \$202,730

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

Grantee Initials AW

to be forwarded to the GRANTEE to address.

EXHIBIT C
BUDGET & PAYMENT METHOD

The GRANTEE shall submit requests for payment after completion of each task and submitting evidence of the associated deliverables. Upon receipt and approval by NHDES of the invoice, NHDES shall issue payment to the GRANTEE in accordance with the following:

Budgeted amounts by Task are estimated. The Grantor shall not be held liable to move funds between Tasks based on actual expenses incurred by Task with an overall amount not to exceed \$202,730.

Task	Budget	Payment Method
Task 1: Dam Removal & Restoration Design and Permitting	\$25,252.38	Upon Completion
Task 2: Dam Removal, Restoration, As-built Survey and Report	\$43,889.33	Upon completion
Task 3: Performance monitoring and long-term maintenance	\$36,312.33	Upon completion
Task 4: Sign for public information	\$0 (cash match)	Upon completion

TOTAL NHDES ARM FUNDS \$202,730

Total amount to be authorized following approval by the

Governor or Executive Council: \$202,730

Payment shall be made by NHDES to the GRANTEE upon approval of stated deliverables and verification of the value of completed work through submission of invoices for services rendered. NHDES will pay the GRANTEE within 30 days of receiving the invoice.

The pay items listed above are inclusive of project labor and expenses. Invoices shall be formatted to show completion of services.

The pricing and terms shall be as follows:

NY Department of Environmental Services
201 Water Tower, PO Box 25
Concord, NH 03301-0025
ATTN: Emily Nichols, Wetlands Program

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

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 April, 2023.



Chris Wood, Chief Executive Officer

RECEIVED
MAY - 1 2023
NHDES
LAND RESOURCES MANAGEMENT

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: 0006211619



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a circular stamp that partially overlaps the seal.

David M. Scanlan
Secretary of State



TROUT-1

OP ID: AF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/02/2023

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 SUBR (NSQ) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	PHPK2532935	03/31/2023	03/31/2024	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 <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000		PHUB856360	03/31/2023	03/31/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	01WEAD0WGS	03/31/2023	03/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER 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)

Proof of Insurance

CERTIFICATE HOLDER	CANCELLATION
NEWHAM1 New Hampshire Department of Environmental Services 29 Hazen Drive, PO BOX 95 Concord, NH 03302-0095	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Douglas K. Adams, CPCU

**ATTACHMENT A
2022 Aquatic Resource Mitigation Fund Grants**

Applications and Funding Amounts in Merrimack Service Area

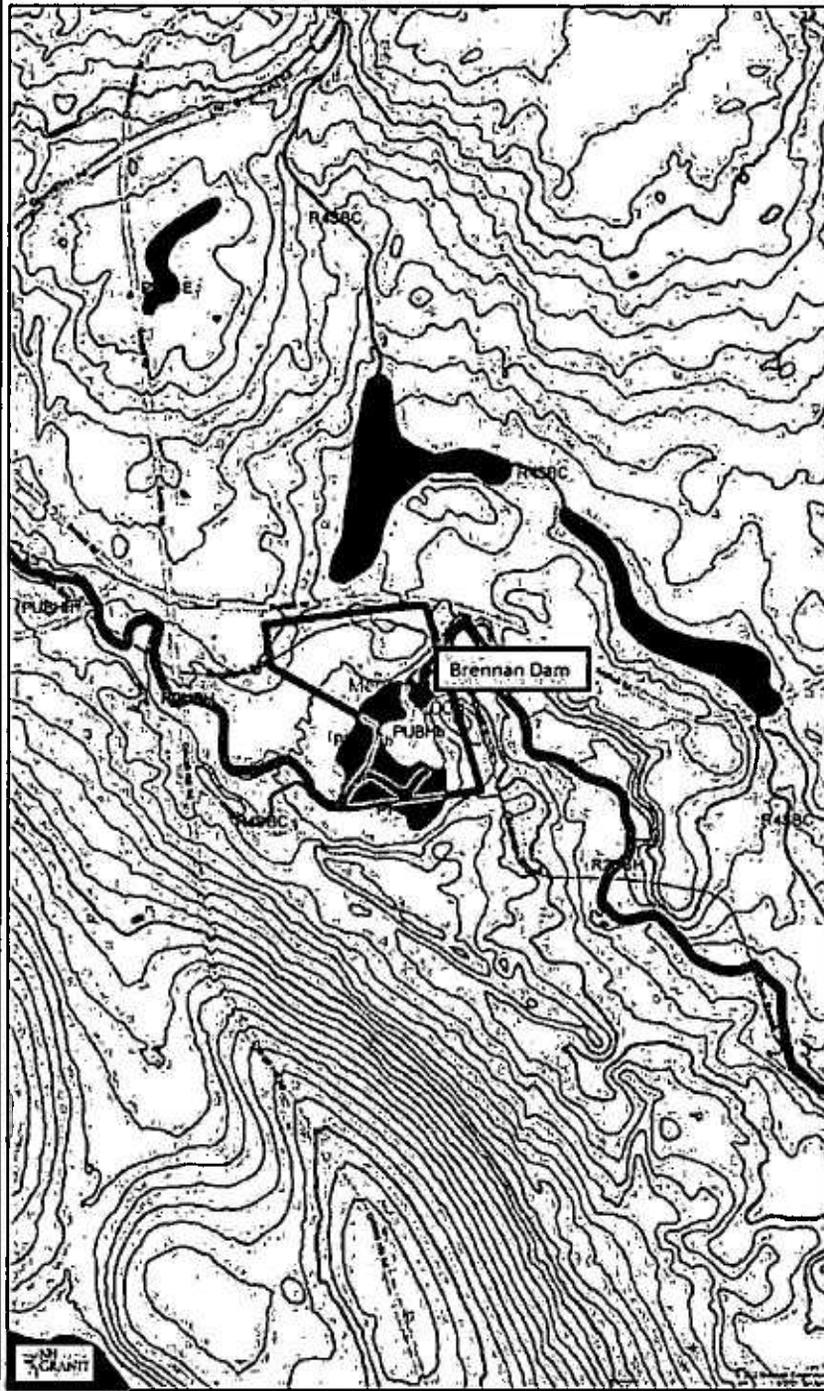
Grant Applicant/Project	Town	Requested Funding Amount	Approved for Funding
Trout Unlimited/ Brennan Brook Dam Removal	Francestown	\$202,730	Yes – full funding
Town of Londonderry/Lithia Spring	Londonderry	\$500,000	Yes – full funding
The Conservation Fund/West Sawmill Town Forest Expansion	Atkinson	\$150,000	Yes – full funding
The Nature Conservancy/Whitcomb-Powwow River	Kingston	\$200,000	Yes – full funding
Francestown Land Trust/Wyatt Birch Farm	Francestown	\$102,150	Yes – declined funding
Piscataqua Land Conservancy/Clarkridge Conservation Easement	Goffstown	\$300,000	Yes- full funding

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

Site Selection Committee Voting 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
Bill Thomas	NH Department of Environmental Services Dam Bureau	River Restoration Coordinator	23

Brennan Brook - Map 1: Aquatic Resources Map



Legend

Stream Centerlines

- Primary Stream
- Secondary Stream

NWIPlus

- Stream and Water Deposits
- Channel and Water Method
- Stream Energy Method
- Feature Power/Flow Value
- Feature Type
- Lot
- Canal
- Reservoir
- Property Boundary

Map Scale

1" = 6,404'



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Map Generated: 8/17/2022

Notes

Empty rectangular box for notes.

