



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

86

October 15, 2024

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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to amend an American Rescue Plan Act (ARPA) grant agreement (PO # 1089959) with the City of Rochester, NH, (VC # 177467-B002), by 1) extending the completion date to August 31, 2026 from December 31, 2024 and 2) increasing the grant amount by \$1,330,000 to \$1,480,000 from \$150,000, for the Gonic Dams Removal / Cocheco River Restoration Project, effective upon Governor and Council approval through August 31, 2026. The original agreement was approved by Governor & Council on November 22, 2022, Item #125 and amended on April 10, 2024, Item #5H. 100% Federal Funds.

Funding is available in the following account:

03-44-44-440010-2476-072-500574

Dept. Environmental Services, ARPA Program, Grants Federal

Activity code: 00FRF602WB4401I

FY 2025

\$1,330,000

EXPLANATION

NHDES is requesting approval of an amendment to a grant agreement with the City of Rochester to allow additional time and funds to complete the final design, sediment management planning, permitting, and construction for the Gonic Dams Removal Project / Cocheco River Restoration Project (Project) to support the dam removal and associated riparian restoration. The project will be funded with ARPA funds in concert with a NHDES Aquatic Resource Mitigation (ARM) grant to the property owners, Gosport Properties, LLC.

Both the Gonic Dam and the Gonic Sawmill Dam are structurally deficient and no longer serve their intended design purpose. The Gonic Dam is categorized as a significant hazard and is one of seven priority dam removals in the NH Nonpoint Source Management Plan and ranks high for watershed recovery potential. The Gonic Sawmill Dam is 1,000 feet downstream of the Gonic Dam and has approximately 4,000 cubic yards of contaminated sediment in its impoundment. A sudden release of this sediment could have detrimental impacts on downstream ecology and water users. Removal of these dams would eliminate this risk and would restore 27.7 miles of free-flowing river, leading to improved water quality, natural sediment transport/nutrient flow, and habitat connectivity. Both dams also have inadequate spillway capacity to safely pass flood flows, resulting in excess water being held back by the dams and thus creating a risk for failure. Dam removal will be designed to restore natural flow regimes to increase resilience to extreme weather events and flooding. This project will increase community resilience by eliminating the public safety and

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29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095

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

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

Page 2 of 2

ecosystem risks associated with dam failure and by increasing the natural capacity of the river to retain and treat water in the floodplain and adjacent wetlands. It will also lead to improvements to habitat connectivity for aquatic organisms and in the water quality of this reach of River. This is an allowable use of ARPA funds under Section 602 (c)(1)(D) to make necessary investments in water, sewer, or broadband infrastructure.

To date, \$37,621.47 has been spent of the original \$150,000 grant award. A budget breakdown is provided in Attachment A. This amendment has been approved by the Office of the Attorney General as to form, execution, and content. In the event federal funds become no longer available, general funds will not be requested to support the project.

We respectfully request your approval.



Robert R. Scott, Commissioner

Agreement for Services with City of Rochester
Amendment No. 2

This Agreement (hereinafter called the "Amendment ") dated this 3rd day of October, 2024, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the "State") and the City of Rochester, acting by and through its managing partner, Stephen W. Dumont of Gosport Properties, LLC, (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council on November 22, 2022, Item #125, and its first Amendment (hereinafter called "Amendment 1") approved by the Governor and Council on April 10, 2024, Item #5H, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, The Grantee and the State have agreed to amend the Agreement in certain respects;

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

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
 - (A) The completion date as set forth in Paragraph 1.7 of the Agreement shall be changed from December 31, 2024 to August 31, 2026.
 - (B) The price limitation as set forth in sub-paragraph 1(A) of the Agreement shall be increased by \$1,330,000 from \$150,000 to \$1,480,000.
 - (C) Exhibit A (Special Provisions) of the Agreement shall be amended as follows and noted with strikethrough (deletion) and italics (addition):

III. OTHER SPECIAL PROVISIONS

B. Should unexpended funds remain upon completion of all tasks detailed in Exhibit B-1, the Grantee may, upon approval by NHDES, propose additional tasks that support removal of the Gonic Dam, as part of the broader Gonic Dams Removal Project / Cocheco River Restoration Project so long as funds are expended by the completion date and compliance with all federal provisions herein is maintained.

- (D) Exhibit B of the Agreement shall be replaced with Exhibit B-1 (Scope of Services).
- (E) Exhibit C of the Agreement shall be replaced with Exhibit C-1 (Method of Payment).

Initials: KA

Date: 10/3/24

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

City of Rochester

By Kathryn Ambrose
Kathryn Ambrose, City Manager

STATE OF NEW HAMPSHIRE
COUNTY OF Strafford

On this 3rd day of October, 2024, before the undersigned officer, personally appeared Kathryn Ambrose, City Manager who acknowledged him/herself to be the person who executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Jada Burrows
Notary Public

My Commission Expires: **JADA BURROWS**
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
March 9, 2027

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By Robert R. Scott
Robert R. Scott, Commissioner

Approved by Attorney General this 15th day of October, 2024

OFFICE OF ATTORNEY GENERAL

By [Signature]

On 10/15/2024

Initials: KA

Date: 10/3/24

EXHIBIT B-1
SCOPE OF SERVICES

The City of Rochester will use the American Rescue Plan Act (ARPA) grant funds to perform the following tasks and provide the following deliverables, as outlined in their proposal, entitled “Gonic Dams Removal Project/Cochecho River Restoration Project.”

The City of Rochester (Grantee) will use the additional \$1,330,000 of American Rescue Plan Act (ARPA) grant funds to implement the Gonic Dams Removal Project / Cochecho River Restoration Project (Project). The purpose of the Project is to remove the Gonic (GD) and Gonic Sawmill (GSD) Dams and restore the Cochecho River.

The Grantee has agreed to act as Fiscal Agent to the property owner, Gosport Properties, LLC, owner of the GD, and Keeper Striper Properties, LLC, owner of the GSD (collectively referred to as ‘Gosport’), per a subagreement (dated February 22, 2023), as ARPA funding is only available to public entities. A Consent Decree between Gosport and the Office of the New Hampshire Attorney General was issued by Strafford County Superior Court on August 15, 2024 that requires Gosport to remove the Gonic Dams by certain dates; provided that certain grants, including ARM and ARPA, are awarded to Gosport. The Project will be implemented by Gosport who will hold all construction contracts and be responsible for enacting the work. These ARPA funds, in combination with \$994,225 of awarded ARM Funds (upon Governor and Executive Council approval), \$50,000 of Gosport leveraged cash funds, and \$261,775 of to-be-determined funding, will ensure that the Gonic Dams with their impounded contaminated sediments will be removed and this stretch of the river will be restored before the end of calendar year 2026. Of the \$1,330,000 of additional ARPA funding allocated to the Project, \$1,300,000 will support the removal of the GSD and the remaining \$30,000 will support the cost of consultant services incurred by the Grantee associated with stabilization work at the municipal sewer line.

The Grantee has agreed to administer ARPA funds on behalf of the Project, including serving as fiscal agent for Gosport to complete the followings tasks and deliverables. NHDES shall approve all deliverables to determine eligibility for reimbursement.

Task 1: Project Partner Coordination

Convene a total of eight virtual meetings (once per quarter, including a kick-off meeting) over the course of the project period with NHDES and other project partners to discuss the project status and any issues of concern. The kick-off meeting shall include the permitting agencies to get their input on the project.

Timeframe: October 1, 2022 – August 31, 2026

Deliverables: Eight project meetings; meeting minutes.

Estimated Budget: \$10,000

Initials: KA

Date: 10/3/24

Task 2: Gonic Sawmill Dam Sediment Sampling

Conduct sediment sampling at the Gonic Sawmill Dam impoundment in accordance with the NHDES Evaluation of Sediment Quality Guidance Document or other suitable guidance approved by NHDES. Sediment sampling shall be completed using a sediment corer and each sample location will be surveyed with GPS. Each sediment core will be tested at a NH certified laboratory and chain of custody forms will be completed. Lab results will be compared to the sediment quality standards (e.g., PEC and TEC threshold concentration level) and soil standards (e.g., Soil Remediation Standard established in Env-Or 600 Contaminated Site Management) to determine the ecological and human risks of the sediment as well as acceptable disposal options for soils exceeding S-1 criteria.

Timeframe: October 1, 2022 – November 30, 2022

Deliverables: Summary memo of sediment analysis.

Budget Estimate: \$10,500

Task 3: Draft Sediment Management Plan

Update existing Draft Sediment Management Plan (DSMP) based on recently completed sediment sampling and bathymetric mapping. The revised DSMP will establish a management strategy for the removal, stabilization, and/or passive release of impounded sediments at the dams. The DSMP should consider construction sequencing and methods for water management during the removal process as it relates to minimizing downstream transport of contaminated sediments. The revised draft will be provided to NHDES for review and comment.

Timeframe: December 1, 2022 – February 28, 2023

Deliverables: Draft Sediment Management Plan.

Budget Estimate: \$3,300

Task 4: Finalize Sediment Management Plan

Convene a meeting with NHDES and other project partners to obtain feedback on the DSMP. Use input provided at this meeting and from written comments to develop a Final Sediment Management Plan.

Timeframe: March 1, 2023 – April 30, 2023

Deliverables: Final Sediment Management Plan.

Budget Estimate: \$5,500

Task 5: Evaluation of Gonic Mill Building Connection with Gonic Dam

Conduct a visual evaluation of the connection between the Gonic Dam and the Gonic Mill Building and the NEFCO Building to determine if removal of the Gonic Dam could potentially provide a lateral force and impact the structural integrity of the adjacent mill buildings. This evaluation shall be completed by a qualified and appropriately licensed engineer.

Timeframe: March 1, 2023 – April 30, 2023

Initials: KA

Date: 10/3/24

Deliverables: Summary memo of visual inspection of adjacent building connections with the Gonic Dam.

Budget Estimate: \$2,000

Task 6: 80% Design Drawings

Prepare one set of plans for the removal of the Gonic Dam and Gonic Sawmill Dam. These drawings will show the proposed methods for removal of the dams, including contractor access and erosion control methods, and will quantify proposed impacts. These drawings will include an Existing Conditions Plan, Grading Plan, Longitudinal Profile, Cross Sections, Construction Access and Sequencing, Erosion Prevention and Sediment Control Plan and Details, Sewer Line Scour Protection Plan, General Notes and Details, and Dam Demolition Plan.

Timeframe: May 1, 2023 – June 30, 2023

Deliverables: Completion of 80% design drawings.

Budget Estimate: \$44,000

Task 7: Mid-Level Project Meeting to Review 80% Design Drawings and Permitting Requirements

Share 80% Design Drawings with project partners and convene a mid-level project meeting to discuss comments on the plans with NHDES and the U.S. Army Corps of Engineers. This meeting will be used to discuss and confirm all state and federal permitting requirements for the removal of the dams.

Timeframe: July 1, 2023 – July 31, 2023

Deliverables: Mid-level meeting minutes.

Budget Estimate: \$5,500

Task 8: 100% Design Plans

Develop 100% Design Plans based on input provided by NHDES and other regulators in Task 7.

Timeframe: August 1, 2023 – August 31, 2023

Deliverables: Completion of 100% design plans.

Budget Estimate: \$10,500

Task 9: Dam Removal Cost Estimate

Prepare an engineer's opinion of probable construction cost for the removal of the dams.

Timeframe: September 1, 2023 – October 31, 2023

Deliverables: Engineer's opinion of probable construction cost.

Budget Estimate: \$3,000

Task 10: Project Manual and Technical Specifications

Initials: KA

Date: 10/3/24

Prepare a project manual and technical specifications to accompany the 100% Design Plans for prospective bidders. The project manual will include the following: Bid instructions, Bid Form, Bid Schedules, Bid Bond, Construction Payment and Construction Performance Bond, Agreement, Standard General Conditions for the Construction Contract, Supplement Conditions, and Technical Specifications.

Timeframe: September 1, 2023 – October 31, 2023

Deliverables: Project manual and technical specifications; bid documents.

Budget Estimate: \$8,000

Task 11: Compliance with Section 106 of Historic Preservation Act

Convene a meeting with NH Division of Historical Resources (NHDHR) staff and the lead federal agency to determine remaining Section 106 requirements. Following coordination with NHDHR, develop a Memorandum of Agreement (MOA) among consulting parties, NHDHR, and the lead federal agency that includes measures to mitigate for the removal of the dams.

Timeframe: November 1, 2022 – March 31, 2024

Deliverables: Section 106 Memorandum of Agreement.

Budget Estimate: \$4,000

Task 12: Environmental Permitting

Complete and submit all required permit applications to relevant agencies. The following permits and actions will or could be required as part of this Task: NHDES Wetlands Impact Permit and subsequent consultation/confirmation with the US Army Corps of Engineers for compliance with the New Hampshire Programmatic General Permit, NHDES Dam Removal Attachment to accompany the NHDES Wetlands Impact Permit application and confirmation from the NHDES Dam Bureau that the removal will ensure the structures are no longer considered jurisdictional dams, NHDES Shoreland Permit, NHDES Temporary Groundwater Discharge Permit, Rochester Conservation Commission approval, and Rochester Conditional Use Permit. It is assumed that both dam removals would be permitted together and that separate permit applications will not be required.

Timeframe: September 1, 2023 – December 31, 2023

Deliverables: Completed permit applications submitted to relevant agencies and requests to more information provided.

Budget Estimate: \$35,200

Task 13: Quarterly Reporting

Share a summary of work and related deliverables with NHDES quarterly over the course of the project period.

Timeframe: October 1, 2022 –August 31, 2026

Deliverables: Quarterly grant reports, as follows:

Initials: KA

Date: 10/3/24

- The first quarterly report shall summarize the project activities during the period from Governor and Executive Council approval through December 31, 2022. Quarterly report #1 is due by January 31, 2023.
- The second quarterly report shall summarize the project activities during the period from January 1, 2023 through March 31, 2023. Quarterly report #2 is due by April 30, 2023.
- The third quarterly report shall summarize the project activities during the period from April 1, 2023 through June 30, 2023. Quarterly report #3 is due by July 31, 2023.
- The fourth quarterly report shall summarize the project activities during the period from July 1, 2023 through September 30, 2023. Quarterly report #4 is due by October 31, 2023.
- The fifth quarterly report shall summarize the project activities during the period from October 1, 2023 through December 31, 2023. Quarterly report #5 is due by January 31, 2024.
- The sixth quarterly report shall summarize the project activities during the period from January 1, 2025 through March 31, 2025. Quarterly report #6 is due by April 30, 2025.
- The seventh quarterly report shall summarize the project activities during the period from April 1, 2025 through June 30, 2025. Quarterly report #7 is due by July 31, 2025.
- The eighth quarterly report shall summarize the project activities during the period from July 1, 2025 through September 30, 2025. Quarterly report #8 is due by October 31, 2025.
- The ninth quarterly report shall summarize the project activities during the period from October 1, 2025 through December 31, 2025. Quarterly report #9 is due by January 31, 2026.
- The tenth quarterly report shall summarize the project activities during the period from January 1, 2026 through March 31, 2026. Quarterly report #10 is due by April 30, 2026.
- The eleventh quarterly report shall summarize the project activities during the period from April 1, 2026 through June 30, 2026. Quarterly report #11 is due by July 31, 2026.

Budget Estimate: \$2,000

Task 14: Wrap-Up Meeting and Final Report

Convene a meeting with NHDES and other project partners to review final project deliverables and discuss next steps for implementation/demolition of the dams. Following the meeting, prepare a final project report documenting the work performed under this grant and feedback received from project partners.

Timeframe: August 1, 2026 – August 31, 2026

Deliverables: Wrap-up meeting minutes; final report.

Budget Estimate: \$6,500

Task 15: Third Party Assessment Related to Sewer Infrastructure

Initials: KA

Date: 10/3/24

The Grantee will procure professional services to review and evaluate the design of sewer line protection by others related to the removal of the GD and GSD and to ensure its accuracy, comprehensiveness, and alignment with project and the Grantee's goals.

Timeframe: upon G&C approval – March 2025

Deliverables: executed professional services contract, kick-off, mid-level, and final meeting notes, Preliminary Design Review Memo, Final Design Review Memo

Budget Estimate: \$30,000

Task 16: Construction of the Gonic Sawmill Dam

The construction contractor(s) hired by Grantee will remove the GSD and enact other project elements (i.e. mobilization/ demobilization, site preparation, water controls, lower impoundment sediment excavation and off-site disposal, site work, demolition work, rock excavation, vibration monitoring, structural work, and site restoration) as per the final design plans and in accordance with the project's NHDES wetlands permit and conditions.

The Grantee agrees to work cooperatively with NHDES on the restoration of the Cocheco River, including, during the initial construction phases at the GSD, adaptively managing the uncertain channel conditions and contours that are currently buried by the dams and accumulated sediment. The construction plans, specifications, and bid items will anticipate adaptive management interventions that may be necessary to optimize channel conditions to improve river channel hydrology and aquatic habitat connectivity. During the initial construction phase, the Project Engineer shall convene field meetings as necessary between the Contractor, Project Engineer, NHDES, and other natural resource agency representatives with expertise in aquatic habitat connectivity to adaptively manage the site within the terms of the existing construction plans, approvals, and agreements.

Timeframe: June 2025 - November 2025

Deliverables: Successful removal of GSD to restore the Cocheco River, Certificate of Substantial Completion; Certificate of Final Completion, adaptive management strategy approval and implementation (as-needed)

Budget Estimate: \$1,300,000

Initials: KA

Date: 10/3/24

EXHIBIT C
METHOD OF PAYMENT

The NHDES shall pay to the Grantee the total reimbursable program costs not to exceed the Grant Limitation of \$1,480,000 in accordance with the following requirements:

Reimbursement requests for program costs shall be made no more than once per calendar month by the Grantee using the American Rescue Plan Act (ARPA) Disbursement form as supplied by the NHDES, which shall be completed and signed by the Grantee. The disbursement form shall be accompanied by proper supporting documentation based upon direct costs. The Grantee will maintain adequate documentation to substantiate all program related costs. All work shall be performed to the satisfaction of the NHDES before payment is made.

Budgeted amounts by Task referenced in Exhibit B-1 and Attachment A are estimated. The Grantee is authorized to move funds between Tasks, with approval from NDHES, based on actual expenses incurred by Task with an award amount not to exceed \$1,480,000. Changes to the Scope of Services require NHDES approval in advance. Work must be completed and request for reimbursement must be made prior to the completion date listed in this Grant Agreement (Section 1).

Initials: KA
Date: 10/3/24



**DRINKING WATER INFRASTRUCTURE PROJECT
CERTIFICATE OF VOTE – GRANTS ONLY**



Drinking Water & Groundwater Bureau Sustainability Grants,
Drinking Water & Groundwater Trust Fund (DWGTF),
PFAS Remediation Loan Fund (PFAS-RLF), And American Recovery Plan Act (ARPA)

Env-Dw 1300; Env-Dw 1400

A Certificate of Vote of Authorization is a certificate that states that a grant applicant is willing to enter into a grant agreement with the State of NH Department of Environmental Services and that whoever signs the Grant Agreement (provided under separate cover) has the authority to do so. **This is a 3-person form:**

- Completed and signed by someone other than the person being given authority.**
- Must be notarized.**
- Original is required for submittal.**

Certificate of Vote of Authorization

CITY OF ROCHESTER
31 WAKEFIELD STREET, ROCHESTER, NH 03867

I, Kelly Walters, City Clerk of the City of Rochester do hereby certify that at a meeting held on October 1, 2024 , the Rochester City Council voted to enter into a American Rescue Plan Act Wastewater Fund (ARPA) grant agreement with the New Hampshire Department Environmental Services to fund a water system improvement project.

The Rochester City Council further authorized the City Manager, Kathryn Ambrose, to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as City Clerk of Rochester, the 3rd day of October 2024.

Kelly Walters, City Clerk Signature: *Kelly Walters*
STATE OF NEW HAMPSHIRE, County of Strafford

On this 3rd day of October 2024, Susan Morris, before me (Notary Public) the undersigned Officer, personally appeared. Kelly Walters, who acknowledged himself to be the City Clerk (TITLE) of the City of Rochester, being authorized so to do, execute the foregoing instrument for the purpose therein contained.

In witness thereof, I have set my hand and official seal. *Susan Morris*

Notary Public Susan Morris My commission expires: 01-26-2027

SUSAN E MORRIS
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
January 26, 2027

Drinking Water State Revolving Fund
Drinking Water & Ground Water Trust Fund
PFAS- Remediation Loan Fund



CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: City of Rochester 31 Wakefield Street Rochester, NH 03867		Member Number: 280	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716		
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2024	7/1/2025	Each Occurrence	\$ 2,000,000
				General Aggregate	\$ 10,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
<input checked="" type="checkbox"/>	Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2024	7/1/2025	Combined Single Limit (Each Accident)	\$2,000,000
				Aggregate	\$10,000,000
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> Statutory	
				Each Accident	\$2,000,000
				Disease - Each Employee	\$2,000,000
				Disease - Policy Limit	
<input checked="" type="checkbox"/>	Property (Special Risk Includes Fire and Theft)	7/1/2024	7/1/2025	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
Description: Proof of Primex Member coverage only. Pollution and hazardous waste related liabilities, expenses and claims are excluded from coverage in the coverage document.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
			By: <i>Mary Beth Percell</i>
State of NH, Department of Environmental Services 29 Hazen Drive, P.O. Box 95 Concord, NH 03302-0095			Date: 10/3/2024 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

**Attachment A
Revised ARPA Budget**

Task	Original Grant	Amendment Funds	Amended Total
1. Project Partner Coordination	\$10,000	-	\$10,000
2. Gonic Sawmill Dam Sediment Sampling	\$10,500	-	\$10,500
3. Draft Sediment Management Plan	\$3,300	-	\$3,300
4. Finalize Sediment Management Plan	\$5,500	-	\$5,500
5. Evaluation of Gonic Mill Building Connection with Gonic Dam	\$2,000	-	\$2,000
6. 80% Design Drawings	\$44,000	-	\$44,000
7. Mid-Level Project Meeting to Review 80% Design Drawings and Permitting Requirements	\$5,500	-	\$5,500
8. 100% Design Plans	\$10,500	-	\$10,500
9. Dam Removal Cost Estimate	\$3,000	-	\$3,000
10. Project Manual and Technical Specifications	\$8,000	-	\$8,000
11. Compliance with Section 106 of Historic Preservation Act	\$4,000	-	\$4,000
12. Environmental Permitting	\$35,200	-	\$35,200
13. Quarterly Reporting	\$2,000	-	\$2,000
14. Wrap-Up Meeting and Final Report	\$6,500	-	\$6,500
15. Third Party Assessment Related to Sewer Infrastructure	-	\$30,000	\$30,000
16. Construction of the Gonic Sawmill Dam	-	\$1,300,000	\$1,300,000
Totals	\$150,000	\$1,330,000	\$1,480,000



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

March 21, 2024

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

APPROVED G & C

DATE 4/10/24

ITEM # 5H

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to amend an American Rescue Plan Act (ARPA) grant agreement (PO # 1089959) with the City of Rochester, NH, (VC # 177467-B002), by extending the end date to December 31, 2024 from April 30, 2024, effective upon Governor and Council approval. The original agreement was approved by Governor & Council on November 22, 2022, Item #125. This is a no-cost time extension. 100% Federal Funds.

EXPLANATION

NHDES is requesting approval of a no-cost time extension amendment to a grant agreement with the City of Rochester to allow additional time to complete the final design, sediment managing planning, and permitting for the removal of the Gonic and Gonic Sawmill Dams. This extension is requested because of delays in key deliverables due to town staffing vacancies which delayed the project construction.

Both the Gonic Dam and the Gonic Sawmill Dam are structurally deficient and no longer serve their intended design purpose. The Gonic Dam is categorized as a significant hazard and is one of seven priority dams in the NH Nonpoint Source Management Plan and ranks high for watershed recovery potential. The Gonic Sawmill Dam is 1,000 feet downstream of the Gonic Dam and has approximately 4,000 cubic yards of contaminated sediment in its impoundment. A sudden release of this sediment could have detrimental impacts on downstream ecology and water users. Removal of these dams would eliminate this risk and would restore 12.8 miles of free-flowing river, leading to improved water quality, natural sediment transport/nutrient flow, and habitat connectivity. Both dams also have inadequate spillway capacity to safely pass flood flows, resulting in excess water being held back by the dams and thus creating a risk for failure. Dam removal will be designed to restore natural flow regimes to increase resilience to extreme weather events and flooding. The funds will be used for preparation of final designs, a sediment management plan, permitting, and Historic Preservation Act compliance documents necessary to support the removal of these dams. The City of Rochester will use the extra time to complete the designs, planning, and permitting. This is an allowable use of ARPA funds under Section 602 (c)(1)(D) to make necessary investments in water, sewer, or broadband infrastructure.

ARPA of 2021 is a \$1.9 trillion economic stimulus bill passed by the 117th United States Congress and signed into law by President Biden on March 11, 2021, to speed up the United States' recovery from the economic health effects of the COVID-19 pandemic and the resultant recession. The Act defines eligible uses of the state

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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and local funding, including responding to public health emergencies, responding to workers performing essential work during the COVID-19 emergency, providing revenue relief to states and making investments in water, sewer, and broadband infrastructure.

To date, \$37,621.47 has been spent of the original \$150,000 federal grant award. This amendment has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval:



Robert R. Scott, Commissioner

Agreement for Services with City of Rochester
Amendment No. 1

This Agreement (hereinafter called the "Amendment") dated this 21st day of February, 2024, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the "State") and the City of Rochester, acting by and through its managing partner, Kathryn L. Ambrose (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council on November 22, 2022, Item #125, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, The Grantee and the State have agreed to amend the Agreement in certain respects;

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

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
 - (A) The completion date as set forth in Paragraph 1.7 of the Agreement shall be changed from April 30, 2024 to December 31, 2024.

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

THE CITY OF ROCHESTER

By 
Kathryn L. Ambrose

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On this 21st day of February, 2024, before the undersigned officer, personally appeared Kathryn L. Ambrose who acknowledged him/herself to be the person who executed the foregoing instrument for the purpose therein contained!

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Initials: KLA
Date: 2/21/24

My Commission Expires:
3/9/2027

KELLY WALTERS
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
March 9, 2027

Kelly Walters
Notary Public

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By Robert R. Scott
For Robert R. Scott, Commissioner

Approved by Attorney General this 22nd day of March, 2024 as to form,
Substances and execution

OFFICE OF ATTORNEY GENERAL

By [Signature]

On _____

Initials: KLA
Date: 2/21/24



CERTIFICATE OF VOTE OF AUTHORIZATION GRANTS ONLY



American Rescue Plan Act (ARPA)

A Certificate of Vote of Authorization (COV) is a certificate that states that a grantee is willing to enter into a grant agreement with the State of NH Department of Environmental Services (NHDES) and that whoever signs the Grant Agreement (provided under separate cover) has the authority to do so. **Do not complete this form until you have received a Grant Agreement from NHDES. Follow the steps below:**

1. *Following a funding offer from NHDES, obtain the authority to accept grant funds and assign an Authorized Representative (AR) from the grantees governing body. This will likely require a vote at a meeting of the governing body. A vote may take place any time prior to execution of the Grant Agreement.*
2. *Once the Grant Agreement has been received from NHDES, someone other than the AR (who can certify actions taken at the referenced meeting) completes and signs the COV. The AR cannot sign the COV. The COV must be signed on the same date as, or within 30 days of, when the AR signs the Grant Agreement. The 30-day window applies to either side of the execution date.*
3. *The AR signs the Grant Agreement and initials and dates the bottom of each page including the Exhibits.*
4. *Mail original COV and Grant Agreement documents to program contact at NHDES.*

Certificate of Vote of Authorization

CITY OF ROCHESTER
31 WAKEFIELD STREET ROCHESTER NH 03867

I, Kelly Walters, City Clerk of the City of Rochester do hereby certify that at a meeting held on April 5, 2022, the Rochester City Council voted to enter into a American Rescue Plan Act Fund (ARPA) grant agreement with the New Hampshire Department Environmental Services to fund a Critical Flood Risk Infrastructure improvement project.

The City of Rochester further authorized the City Manager, Kathryn L. Ambrose, to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as City Clerk of the City of Rochester, the 20th day of February 2024.

Kelly Walters

Signature: *Kelly Walters*



CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: City of Rochester 31 Wakefield Street Rochester, NH 03867		Member Number: 280	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:		
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2023	7/1/2024	Each Occurrence	\$ 2,000,000	
			General Aggregate	\$ 10,000,000	
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2023	7/1/2024	Combined Single Limit (Each Accident)	\$2,000,000	
			Aggregate	\$10,000,000	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> Statutory		
			Each Accident	\$2,000,000	
			Disease - Each Employee	\$2,000,000	
			Disease - Policy Limit		
<input checked="" type="checkbox"/> Property (Special Risk includes Fire and Theft)	7/1/2023	7/1/2024	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000	
Description: Proof of Primex Member coverage only. Pollution and hazardous waste related liabilities, expenses and claims are excluded from coverage in the coverage document.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
State of NH, Department of Environmental Services 29 Hazen Drive, P.O. Box 95 Concord, NH 03302-0095			By: <i>Mary Beth Percell</i>
			Date: 2/15/2024 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Ben Sweeney



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

September 25, 2022

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

APPROVED G & C

DATE 22 November 2022

ITEM # 125

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a grant agreement with the City of Rochester, NH (VC #177467-8002) for a total of \$150,000 for final design, sediment management planning, and permitting necessary to remove two dams on the Cochecho River, effective upon Governor and Council approval through April 30, 2024. 100% Federal Funds.

Funding is available in the account as follows:

03-44-44-440010-2476-072-500574
Dept Environmental Services, ARPA Program, Grants Federal
Activity code: 00FRF602WB44011

FY 2023
\$150,000

EXPLANATION

NHDES released a solicitation for Critical Flood Risk Infrastructure Grant (CFRING) applications on February 15, 2022. Projects eligible to receive CFRING funding included flood resilience and stormwater management planning and assessment projects, as well as implementation projects. NHDES received 33 eligible proposals and ranked them according to selection criteria and selection committee discussion. Eight proposals were selected to receive American Rescue Plan Act (ARPA) funding, including the proposal submitted by the City of Rochester for final design, sediment management planning, and permitting necessary to remove the Gonic Dam and Gonic Sawmill Dam on the Cochecho River. A scoring matrix that includes a list of the staff who participated in proposal review, along with their titles and level of experience is provided in Attachment B.

Both the Gonic Dam and the Gonic Sawmill Dam are structurally deficient and no longer serve their intended design purpose. The Gonic Dam is categorized as a significant hazard and is one of seven priority dams in the NH Nonpoint Source Management Plan and ranks high for watershed recovery potential. The Gonic Sawmill Dam is 1,000 feet downstream of the Gonic Dam and has approximately 4,000 cubic yards of contaminated sediment in its impoundment. A sudden release of this sediment could have detrimental impacts on downstream ecology and water users. Removal of these dams would eliminate this risk and would restore 12.8 miles of free-flowing river, leading to improved water quality, natural sediment transport/nutrient flow, and habitat connectivity. Both dams also have inadequate spillway capacity to safely pass flood flows, resulting in excess water being held back by the dams and thus creating a risk for failure. Dam removal will be designed to

www.des.nh.gov

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095

603.271.2500 Fax: 603.271.2502 TDD: 603.271.2503

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

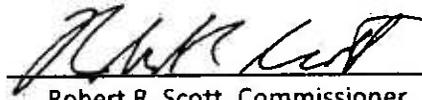
restore natural flow regimes to increase resilience to extreme weather events and flooding. This agreement will result in the preparation of final designs, a sediment management plan, permitting, and Historic Preservation Act compliance documents necessary to support the removal of these dams. This is an allowable use of ARPA funds under Section 602 (c)(1)(D) to make necessary investments in water, sewer, or broadband infrastructure.

ARPA of 2021 is a \$1.9 trillion economic stimulus bill passed by the 117th United States Congress and signed into law by President Biden on March 11, 2021, to speed up the United States' recovery from the economic health effects of the COVID-19 pandemic and the resultant recession. The Act defines eligible uses of the state and local funding, including responding to public health emergencies, responding to workers performing essential work during the COVID-19 emergency, providing revenue relief to states and making investments in water, sewer, and broadband infrastructure.

Total project costs for this agreement are \$150,000. NHDES will provide 100% of project costs through a federal grant. A budget breakdown is provided in Attachment A. In the event federal funds become no longer available, general funds will not be requested to support the project.

This agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.



Robert R. Scott, Commissioner

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 Department of Environmental Services		1.2. State Agency Address 29 Hazen Drive, P.O. Box 95 Concord, NH 03302-0095	
1.3. Grantee Name City of Rochester		1.4. Grantee Address 31 Wakefield St. Rochester, NH 03867	
1.5. Grantee Phone # 603-332-4096	1.6. Account Number 03-44-44-440010-2476-072	1.7. Completion Date April 30, 2024	1.8. Grant Limitation \$150,000.00
1.9. Grant Officer for State Agency Steve Couture, Coastal Program		1.10. State Agency Telephone Number 603-559-0027	
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 <i>Blaine M. Cox</i>		1.12. Name & Title of Grantee Signor 1 Blaine M. Cox City Manager	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) <i>Robert R. Scott</i>		1.14. Name & Title of State Agency Signor(s) Robert R. Scott, Commissioner Department of Environmental Services	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: <i>[Signature]</i> Assistant Attorney General, On: 10/30/2022			
1.16. Approval by Governor and Council (if applicable) By: _____ On: 1/1			

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").

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

4 EFFECTIVE DATE; COMPLETION OF PROJECT

4.1 This Agreement, and all obligations of the parties hereunder, shall become
 5 effective on the date on the date of approval of this Agreement by the Governor
 6 and Council of the State of New Hampshire if required (block 1.16), or upon
 7 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
 8 required by this Agreement, shall be completed in ITS entirety prior to the date in
 9 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,
 6 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
 7 of the satisfactory performance of the Project, as determined by the State, and as
 8 limited by subparagraph 5.5 of these general provisions, the State shall pay the
 9 Grantee the Grant Amount. The State shall withhold from the amount otherwise
 10 payable to the Grantee under this subparagraph 5.3 those sums required, or
 11 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
 12 payment to the Grantee for all expenses, of whatever nature, incurred by the
 13 Grantee in the performance hereof, and shall be the only, and the complete,
 14 compensation to the Grantee for the Project. The State shall have no liabilities to
 15 the Grantee other than the Grant Amount.

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

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In
 19 connection with the performance of the Project, the Grantee shall comply with all
 20 statutes, laws regulations, and orders of federal, state, county, or municipal
 21 authorities which shall impose any obligations or duty upon the Grantee, including
 22 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
 23 Date, unless otherwise required by the grant terms or the Agency, the Grantee
 24 shall keep detailed accounts of all expenses incurred in connection with the
 25 Project, including, but not limited to, costs of administration, transportation,
 26 insurance, telephone calls, and clerical materials and services. Such accounts
 27 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
 28 Date, unless otherwise required by the grant terms or the Agency pursuant to
 29 subparagraph 7.1, at any time during the Grantee's normal business hours, and as
 30 often as the State shall demand, the Grantee shall make available to the State all
 31 records pertaining to matters covered by this Agreement. The Grantee shall
 32 permit the State to audit, examine, and reproduce such records, and to make audits
 33 of all contracts, invoices, materials, payrolls, records of personnel, data (as that
 34 term is hereinafter defined), and other information relating to all matters covered
 35 by this Agreement. As used in this paragraph, "Grantee" includes all persons,
 36 natural or fictional, affiliated with, controlled by, or under common ownership
 37 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
 38 the Project. The Grantee warrants that all personnel engaged in the Project shall
 39 be qualified to perform such Project, and shall be properly licensed and authorized
 40 to perform such Project under all applicable laws

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee,
 41 or other person, firm or corporation with whom it is engaged in a combined effort
 42 to perform the Project, to hire any person who has a contractual relationship with
 43 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
 44 of any dispute hereunder, the interpretation of this Agreement by the Grant
 45 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
 46 developed or obtained during the performance of, or acquired or developed by
 47 reason of, this Agreement, including, but not limited to, all studies, reports, files,
 48 formulae, surveys, maps, charts, sound recordings, video recordings, pictorial
 49 reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, 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.

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

11. EVENT OF DEFAULT; REMEDIES

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

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

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

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement

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

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

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending
 all payments to be made under this Agreement and ordering that the portion of the
 Grant Amount which would otherwise accrue to the Grantee during the period
 from the date of such notice until such time as the State determines that the
 Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages
 the State suffers by reason of any Event of Default; and

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

12. TERMINATION

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

12.2 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 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.

12.3 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

12.4. CONFLICT OF INTEREST No officer, member of employee of the Grantee,
 and no representative, officer or employee of the State of New Hampshire or of
 the governing body of the locality or localities in which the Project is to be
 performed, who exercises any functions or responsibilities in the review or

Grantee Initials BWC
 Date 5/24/22

- 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 acceptable 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 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 of 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, 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 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.
- 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.
- SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT A
SPECIAL PROVISIONS

I. NEW HAMPSHIRE STATE AND LOCAL FISCAL RECOVERY FUNDS FEDERAL REQUIREMENTS

This Agreement is funded under a grant to the State of New Hampshire (State) and subsequently through the Governor's Office for Emergency Relief and Recovery (GOFERR) and New Hampshire Department of Environmental Services (NHDES) as approved by the Governor and Executive Council from the federal government through the Department of Treasury (Treasury) through the American Rescue Plan Act of 2021 (ARPA), with the source of funds being the State and Local Fiscal Recovery Funds (SLFRF) identified under the Catalog of Federal Domestic Assistance (CFDA) number #21.027. The Federal Award Identification Number (FAIN) for this award is SLFRP0145. This grant award is a subaward of SLFRF funds and any and all compliance requirements, as updated by Treasury, for use of SLFRF funds are applicable to the Subrecipient, without further notice. Treasury requirements are published and updated at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>.

FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA). The Subrecipient shall comply with the terms of the FFATA by providing NHDES with their Unique Entity Identifier (Unique Entity ID), and all applicable Executive Compensation Data Information as required under the FFATA. A Unique Entity ID may be obtained by visiting <https://www.sam.gov>.

SAM REGISTRATION: The Subrecipient must have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).

GENERALLY ACCEPTED ACCOUNTING PROCEDURES: The Subrecipient, if a governmental entity, shall maintain project accounts in accordance with the Generally Accepted Accounting Principles (GAAP), including standards relating to the reporting of infrastructure assets as issued by the Governmental Accounting Standards Board (GASB). The full text of Governmental Accounting Reporting Standards is available through the GASB website at: <http://www.gasb.org>

RECORDKEEPING REQUIREMENTS: The Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to the State and/or Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Subrecipient must agree to provide or make available such records to the State and Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.

Grantee Initials BWC
Date 5/29/22

SINGLE AUDIT REQUIREMENTS: Recipients and subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

CIVIL RIGHTS COMPLIANCE: The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply, and shall include in every contract or agreement funded with these funds this same requirement to comply, with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, NHDES may collect and review information from subrecipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients and subrecipients (see 28 CFR 42.406).

PERIOD OF PERFORMANCE: All funds are subject to statutory requirements that they must be used for costs incurred by the recipient during the period that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024 must be expended by December 31, 2026.

PROCUREMENT, SUSPENSION AND DEBARMENT: Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Subrecipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317

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through 2 CFR 200.320.

Subrecipient shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 C.F.R. Part 1532. Subrecipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled "Covered Transactions," and 2 C.F.R. § 1532.220, includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. Subrecipient is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. Subrecipient acknowledges that failing to disclose the information required under 2 C.F.R. § 180.335 to NHDES may result in the delay or negation of this assistance agreement, or pursuance of administrative remedies, including suspension and debarment. Subrecipients may access the System for Award Management (SAM) exclusion list at <https://sam.gov/SAM/> to determine whether an entity or individual is presently excluded or disqualified.

By entering into this agreement, the subrecipient certifies that the subrecipient is not debarred or suspended. Furthermore, the subrecipient certifies that no part of this contract will be subcontracted to a debarred or suspended person or firm.

DOMESTIC PREFERENCES FOR PROCUREMENTS (2 C.F.R. § 200.322) As appropriate and to the extent consistent with law, to the greatest extent practicable, there is a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, subrecipients, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as

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critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, Subrecipients, and borrowers also may not use federal funds to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligor or expending funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
 - (1) Procure or obtain, extend or renew a contract to procure or obtain;
 - (2) Enter into a contract (or extend or renew a contract) to procure; or
 - (3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list which can be found at <https://www.sam.gov/SAM/pages/public/index.jsf>

REPORTING REQUIREMENTS: For all projects listed under the Water and Sewer Expenditure Categories (see Table below), detailed project-level information is required.

5: Infrastructure	
5.1	Clean Water: Centralized Wastewater Treatment
5.2	Clean Water: Centralized Wastewater Collection and Conveyance
5.3	Clean Water: Decentralized Wastewater
5.4	Clean Water: Combined Sewer Overflows
5.5	Clean Water: Other Sewer Infrastructure

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5.6	Clean Water: Stormwater
5.7	Clean Water: Energy Conservation
5.8	Clean Water: Water Conservation
5.9	Clean Water: Nonpoint Source
5.10	Drinking water: Treatment
5.11	Drinking water: Transmission & Distribution
5.12	Drinking water: Transmission & Distribution: Lead Remediation
5.13	Drinking water: Source
5.14	Drinking water: Storage
5.15	Drinking water: Other water infrastructure

Definitions for water and sewer Expenditure Categories can be found in the EPA's handbooks. For "clean water" expenditure category definitions, please see: <https://www.epa.gov/sites/production/files/2018-03/documents/cwdefinitions.pdf>. For "drinking water" expenditure category definitions, please see: <https://www.epa.gov/dwst/drinking-water-state-revolving-fund-national-information-management-system-reports>.

All Clean Water and Drinking Water infrastructure projects:

- Projected/actual construction start date (month/year)
- Projected/actual initiation of operations date (month/year)
- Location (for broadband, geospatial location data)

For water and sewer projects:

- National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)

II. FEDERAL REQUIREMENTS APPLICABLE TO ARPA INFRASTRUCTURE PROJECTS OVER \$10M

For projects over \$10 million (based on expected total cost) a recipient shall provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed. All contracts and subcontracts for the construction of treatment works shall insert in full in any contract the standard Davis-Bacon contract clause as specified by 29 CFR §5.5(a).

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III. OTHER SPECIAL PROVISIONS

- A. In addition to the above special provisions, the following provisions as required by federal regulations apply to this Agreement:
1. **Financial management.** The Contractor shall comply with 2 CFR part 200 Subpart D and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.
 2. **Allowable costs.** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 2 CFR part 200 Subpart E.
 3. **Property Management.** The Contractor shall comply with the property management and procedures detailed in 2 CFR Part 200 Subpart D.
 4. **Restrictions on Lobbying.** The Contractor shall comply with the terms of 15 CFR part 28 and 2 CFR Part 200 Subpart E which prohibit the use of federal Contract funds to influence (or attempt to influence) a federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if *non*federal funds have been used to influence (or attempt to influence) a federal employee.
 5. **Drug-Free Workplace.** The Contractor shall comply with the terms of 2 CFR part 1329 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.
 6. **Protection for Whistleblowers.** The Contractor shall comply with the terms of 41 U.S.C. §471 regarding Whistleblower protections. As described in 41 USC §471 "an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant."

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EXHIBIT B
SCOPE OF SERVICES

The City of Rochester will use the American Rescue Plan Act (ARPA) grant funds to perform the following tasks and provide the following deliverables, as outlined in their proposal, entitled "Gonic Dams Removal Project/Cocheco River Restoration Project."

Task 1: Project Partner Coordination

Convene a total of eight virtual meetings (once per quarter, including a kick-off meeting) over the course of the project period with NHDES and other project partners to discuss the project status and any issues of concern. The kick-off meeting shall include the permitting agencies to get their input on the project.

Timeframe: October 1, 2022 – April 30, 2024

Deliverables: Eight project meetings; meeting minutes.

Estimated Budget: \$10,000

Task 2: Gonic Sawmill Dam Sediment Sampling

Conduct sediment sampling at the Gonic Sawmill Dam impoundment in accordance with the NHDES Evaluation of Sediment Quality Guidance Document or other suitable guidance approved by NHDES. Sediment sampling shall be completed using a sediment corer and each sample location will be surveyed with GPS. Each sediment core will be tested at a NH certified laboratory and chain of custody forms will be completed. Lab results will be compared to the sediment quality standards (e.g., PEC and TEC threshold concentration level) and soil standards (e.g., Soil Remediation Standard established in Env-Or 600 Contaminated Site Management) to determine the ecological and human risks of the sediment as well as acceptable disposal options for soils exceeding S-1 criteria.

Timeframe: October 1, 2022 – November 30, 2022

Deliverables: Summary memo of sediment analysis.

Budget Estimate: \$10,500

Task 3: Draft Sediment Management Plan

Update existing Draft Sediment Management Plan (DSMP) based on recently completed sediment sampling and bathymetric mapping. The revised DSMP will establish a management strategy for the removal, stabilization, and/or passive release of impounded sediments at the dams. The DSMP should consider construction sequencing and methods for water management during the removal process as it relates to minimizing downstream transport of contaminated sediments. The revised draft will be provided to NHDES for review and comment.

Timeframe: December 1, 2022 – February 28, 2023

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Deliverables: Draft Sediment Management Plan.
Budget Estimate: \$3,300

Task 4: Finalize Sediment Management Plan

Convene a meeting with NHDES and other project partners to obtain feedback on the DSMP. Use input provided at this meeting and from written comments to develop a Final Sediment Management Plan.

Timeframe: March 1, 2023 – April 30, 2023

Deliverables: Final Sediment Management Plan.
Budget Estimate: \$5,500

Task 5: Evaluation of Gonic Mill Building Connection with Gonic Dam

Conduct a visual evaluation of the connection between the Gonic Dam and the Gonic Mill Building and the NEFCO Building to determine if removal of the Gonic Dam could potentially provide a lateral force and impact the structural integrity of the adjacent mill buildings. This evaluation shall be completed by a qualified and appropriately licensed engineer.

Timeframe: March 1, 2023 – April 30, 2023

Deliverables: Summary memo of visual inspection of adjacent building connections with the Gonic Dam.
Budget Estimate: \$2,000

Task 6: 80% Design Drawings

Prepare one set of plans for the removal of the Gonic Dam and Gonic Sawmill Dam. These drawings will show the proposed methods for removal of the dams, including contractor access and erosion control methods, and will quantify proposed impacts. These drawings will include an Existing Conditions Plan, Grading Plan; Longitudinal Profile, Cross Sections, Construction Access and Sequencing, Erosion Prevention and Sediment Control Plan and Details, Sewer Line Scour Protection Plan, General Notes and Details, and Dam Demolition Plan.

Timeframe: May 1, 2023 – June 30, 2023

Deliverables: Completion of 80% design drawings.
Budget Estimate: \$44,000

Task 7: Mid-Level Project Meeting to Review 80% Design Drawings and Permitting Requirements

Share 80% Design Drawings with project partners and convene a mid-level project meeting to discuss comments on the plans with NHDES and the U.S. Army Corps of Engineers. This meeting will be used to discuss and confirm all state and federal permitting requirements for the removal of the dams.

Timeframe: July 1, 2023 – July 31, 2023

Deliverables: Mid-level meeting minutes.
Budget Estimate: \$5,500

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Task 8: 100% Design Plans

Develop 100% Design Plans based on input provided by NHDES and other regulators in Task 7.

Timeframe: August 1, 2023 – August 31, 2023

Deliverables: Completion of 100% design plans.

Budget Estimate: \$10,500

Task 9: Dam Removal Cost Estimate

Prepare an engineer's opinion of probable construction cost for the removal of the dams.

Timeframe: September 1, 2023 – October 31, 2023

Deliverables: Engineer's opinion of probable construction cost.

Budget Estimate: \$3,000

Task 10: Project Manual and Technical Specifications

Prepare a project manual and technical specifications to accompany the 100% Design Plans for prospective bidders. The project manual will include the following: Bid instructions, Bid Form, Bid Schedules, Bid Bond, Construction Payment and Construction Performance Bond, Agreement, Standard General Conditions for the Construction Contract, Supplement Conditions, and Technical Specifications.

Timeframe: September 1, 2023 – October 31, 2023

Deliverables: Project manual and technical specifications; bid documents.

Budget Estimate: \$8,000

Task 11: Compliance with Section 106 of Historic Preservation Act

Convene a meeting with NH Division of Historical Resources (NHDHR) staff and the lead federal agency to determine remaining Section 106 requirements. Following coordination with NHDHR, develop a Memorandum of Agreement (MOA) among consulting parties, NHDHR, and the lead federal agency that includes measures to mitigate for the removal of the dams.

Timeframe: November 1, 2022 – March 31, 2024

Deliverables: Section 106 Memorandum of Agreement.

Budget Estimate: \$4,000

Task 12: Environmental Permitting

Complete and submit all required permit applications to relevant agencies. The following permits and actions will or could be required as part of this Task: NHDES Wetlands Impact Permit and subsequent consultation/confirmation with the US Army Corps of Engineers for compliance with the New Hampshire Programmatic General Permit, NHDES Dam Removal Attachment to accompany the NHDES Wetlands Impact Permit application and confirmation from the NHDES Dam Bureau that the removal

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will ensure the structures are no longer considered jurisdictional dams, NHDES Shoreland Permit, NHDES Temporary Groundwater Discharge Permit, Rochester Conservation Commission approval, and Rochester Conditional Use Permit. It is assumed that both dam removals would be permitted together and that separate permit applications will not be required.

Timeframe: September 1, 2023 – December 31, 2023

Deliverables: Completed permit applications submitted to relevant agencies and requests to more information provided.

Budget Estimate: \$35,200

Task 13: Quarterly Reporting

Share a summary of work and related deliverables with NHDES quarterly over the course of the project period.

Timeframe: October 1, 2022 – April 30, 2024

Deliverables: Quarterly grant reports, as follows:

- The first quarterly report shall summarize the project activities during the period from Governor and Executive Council approval through December 31, 2022. Quarterly report #1 is due by January 31, 2023.
- The second quarterly report shall summarize the project activities during the period from January 1, 2023 through March 31, 2023. Quarterly report #2 is due by April 30, 2023.
- The third quarterly report shall summarize the project activities during the period from April 1, 2023 through June 30, 2023. Quarterly report #3 is due by July 31, 2023.
- The fourth quarterly report shall summarize the project activities during the period from July 1, 2023 through September 30, 2023. Quarterly report #4 is due by October 31, 2023.
- The fifth quarterly report shall summarize the project activities during the period from October 1, 2023 through December 31, 2023. Quarterly report #5 is due by January 31, 2024.

Budget Estimate: \$2,000

Task 14: Wrap-Up Meeting and Final Report

Convene a meeting with NHDES and other project partners to review final project deliverables and discuss next steps for implementation/demolition of the dams. Following the meeting, prepare a final project report documenting the work performed under this grant and feedback received from project partners.

Timeframe: April 1, 2024 – April 30, 2024

Deliverables: Wrap-up meeting minutes; final report.

Budget Estimate: \$6,500

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Date 8/24/22

EXHIBIT C
METHOD OF PAYMENT

The NHDES shall pay to the Grantee the total reimbursable program costs not to exceed the Grant Limitation of \$150,000 in accordance with the following requirements:

Reimbursement requests for program costs shall be made no more than once per calendar month by the Grantee using the American Rescue Plan Act (ARPA) Disbursement form as supplied by the NHDES, which shall be completed and signed by the Grantee. The disbursement form shall be accompanied by proper supporting documentation based upon direct costs. The Grantee will maintain adequate documentation to substantiate all program related costs. All work shall be performed to the satisfaction of the NHDES before payment is made.

Changes to the Scope of Services require NHDES approval in advance. Work must be completed and request for reimbursement must be made prior to the completion date listed in this Grant Agreement (section 1.7).

Grantee Initials RWC
Date 8/24/22



**CERTIFICATE OF VOTE OF AUTHORIZATION
INFRASTRUCTURE PROJECTS
GRANTS ONLY**



American Rescue Plan Act (ARPA)

A Certificate of Vote of Authorization is a certificate that states that a grant applicant is willing to enter into a grant agreement with the State of NH Department of Environmental Services and that whoever signs the Grant Agreement (provided under separate cover) has the authority to do so. The Certificate must be signed and notarized on the same date as, or within 30 days of, the Grant Agreement signature. **This is a three-person form: Person Completing this Form, Authorized Representative, and a Public Notary.**

- Completed and signed by someone other than the person being given authority.
- Must be notarized.
- Original is required for submittal.

**Certificate of Vote of Authorization
CITY OF ROCHESTER
31 Wakefield Street, Rochester, NH 03867**

I, Kelly Walters of the City of Rochester do hereby certify that at a meeting held on April 5, 2022, the Rochester City Council voted to enter into a American Rescue Plan Act Fund (ARPA) grant agreement with the New Hampshire Department Environmental Services to fund a Stormwater improvement project.

The City of Rochester further authorized the Rochester City Manager, Blaine M. Cox to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Kelly Walters, City Clerk of the City of Rochester, the 24th day of August 2022.

Kelly Walters Signature: *Kelly Walters*
STATE OF NEW HAMPSHIRE, County of Strafford

On this 24th day of August 2022, Jada Burrows, before me (Notary Public) the undersigned Officer, personally appeared. Kelly Walters, who acknowledged herself to be the City Clerk of the City of Rochester, being authorized so to do, execute the foregoing instrument for the purpose therein contained.

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

Notary Public Jada Burrows. My commission expires: March 8, 2027

Jada Burrows

**JADA BURROWS
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
March 8, 2027**

www.des.nh.gov

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CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: City of Rochester 31 Wakefield Street Rochester, NH 03867		Member Number: 280	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not		
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2021 7/1/2022	7/1/2022 7/1/2023	Each Occurrence	\$ 5,000,000	
			General Aggregate	\$ 5,000,000	
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)		
			Aggregate		
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2021 7/1/2022	7/1/2022 7/1/2023	<input checked="" type="checkbox"/> Statutory		
			Each Accident	\$2,000,000	
			Disease - Each Employee	\$2,000,000	
			Disease - Policy Limit		
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)		
Description: Proof of Primex Member coverage only. Pollution and hazardous waste related liabilities, expenses and claims are excluded from coverage in the coverage document.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
New Hampshire Department of Environmental Services 29 Hazen Drive, PO Box 95 Concord, NH 03302-0095			Date: 5/17/2022 mpurcell@nhprimex.org
			Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

ATTACHMENT A
BUDGET ESTIMATE

Task	Federal (ARPA)	Match	Match Type	Total
1. Project Partner Coordination	\$10,000	-	-	\$10,000
2. Gonic Sawmill Dam Sediment Sampling	\$10,500	-	-	\$10,500
3. Draft Sediment Management Plan	\$3,300	-	-	\$3,300
4. Finalize Sediment Management Plan	\$5,500	-	-	\$5,500
5. Evaluation of Gonic Mill Building Connection with Gonic Dam	\$2,000	-	-	\$2,000
6. 80% Design Drawings	\$44,000	-	-	\$44,000
7. Mid-Level Project Meeting to Review 80% Design Drawings and Permitting Requirements	\$5,500	-	-	\$5,500
8. 100% Design Plans	\$10,500	-	-	\$10,500
9. Dam Removal Cost Estimate	\$3,000	-	-	\$3,000
10. Project Manual and Technical Specifications	\$8,000	-	-	\$8,000
11. Compliance with Section 106 of Historic Preservation Act	\$4,000	-	-	\$4,000
12. Environmental Permitting	\$35,200	-	-	\$35,200
13. Quarterly Reporting	\$2,000	-	-	\$2,000
14. Wrap-Up Meeting and Final Report	\$6,500	-	-	\$6,500
Totals	\$150,000	-	-	\$150,000

**ATTACHMENT B
PROPOSAL SCORING MATRIX**

Applicant	Project Title	Reviewers					Avg.	Rank
		A	B	C	D	E		
Rockingham County Conservation District	Coastal Resilience in New Castle – Pit Lane Crossing	85	90	88	100	91	90.8	1
Town of Durham	Restoration of the Oyster River through Removal of the Mill Pond Dam	96	88	86	88	92	90.0	2
City of Portsmouth	Pierce Island Road Coastal Resiliency Project	92	86	86	90	94	89.6	3
City of Dover	Stormwater and Flood Resilience Utility	93	77	84	100	93	89.4	4
The Nature Conservancy	Topaz Drive: Correcting Critical At-Risk Infrastructure in Barrington	87	85	89	92	91	88.8	5
Town of Hampton	Kings Highway Drainage Infrastructure Improvements	88	92	82.5	86	95	88.7	6
City of Rochester	Gonic Dams Removal Project	80	84	91	100	87	88.4	7
Town of Seabrook	Seabrook Wastewater Treatment Facility Climate Resilience Implementation Project	92	84	82	92	90	88.0	8
Municipal Alliance for Adaptive Management	Clean Sweep, innovative sweeping program for Great Bay	88	76	89	88	92	86.6	9
Town of Hampton	Sewer Manhole Vulnerability, Risk Assessment and Implementation	84	82	90.5	82	86	84.9	10
City of Portsmouth	Prescott Park Phase I Improvements	84	86	83	82	85	84.0	11
City of Rochester	Water Pollution and Flooding Reduction Study	82	77	80.5	84	89	82.5	12
Town of Durham	Bennett Road Culverts Resilience Project	83	82	81	78	88	82.4	13
Town of Sandown	Prioritization and Implementation of Nature-Based Stormwater BMPs	79	74	76.5	86	88	80.7	14

Applicant	Project Title	Reviewers					Avg.	Rank
		A	B	C	D	E		
Town of North Hampton	Old Locke Road Reconstruction	66	74	78	90	92	80.0	15
Town of Hampton	Bank Stabilization for the Hampton Seabrook Estuary and Eel Creek at Winnacunnet Road	86	74	82	73	77	78.4	16
Town of Exeter	Tan Lane Flood Study	84	61	82	82	81	78.0	17
University of New Hampshire	Implementation of Drainage Upgrades and Structural Stormwater BMPs	81	71	79	78	74	76.6	18
University of New Hampshire	Implementation of Street Sweeping and Catch Basin Cleaning	76	71	80.5	78	75	76.1	19
Town of Newmarket	Moody Point Stormwater Management Planning and Preliminary Design	79	77	63	66	87	74.4	20
Town of Exeter	Drinkwater Road Culvert Assessment	59	69	81.5	80	82	74.3	21
Stafford County Conservation District	Sam Plummer Culvert Replacement	81	67	71	73	78	74.0	22
City of Dover	Best Management Practice in highly urbanized Henry Law Park	72	68	75	71	79	73.0	23
Town of Newfields	Town Hall/Police Station and Library roof drainage run off reduction and treatment.	68	45	86.5	86.5	76	72.4	24
Town of Greenland	Stormwater Treatment Improvements for Municipal Properties	70	55	84	65	65	67.8	25
City of Dover	Cochecho Waterfront Public Infrastructure Project	88	66	57	51.5	74	67.3	26
City of Dover	Chapel Street Ravine Stormwater Treatment System Property Assessment	83	67	49.5	53.5	72	65.0	27
City of Dover	Blackwater Brook Bridge Reconstruction	69	67	50	59	62	61.4	28
Town of Hampton Falls	Depot Landing/NH State Causeway Restoration, Use & Preservation Analysis	62	51	42	83	65	60.6	29
Town of Newfields	Summer Street / Pleasant Street storm drain installation	50	44	79	63	65	60.2	30

Applicant	Project Title	Reviewers					Avg.	Rank
		A	B	C	D	E		
City of Dover	Reyners Brook Culvert Reconstruction	57	64	57	63	57	59.6	31
Town of Greenland	Meloon's Creek Culvert	62	48	80	51	52	58.6	32
Town of Barrington	Richardson Pond Dam	32	48	32.5	31	34	35.5	33

Review Team Members:

- Steve Couture, Coastal Program Administrator, 22 years of environmental planning and project management experience.
- Nathalie DiGeronimo, Resilience Project Manager, 11 years of coastal policy, project management, and resiliency experience.
- Deb Loiselle, Stormwater Coordinator, 29 years of environmental planning, stormwater, and project management experience.
- Sally Soule, Coastal Watershed Supervisor, 23 years of stormwater, watershed restoration, and project management experience.
- Ben Sweeney, Watershed Management Specialist, 6 years of stormwater and coastal resilience project management experience.