



The State of New Hampshire
Department of Environmental Services



94

Robert R. Scott, Commissioner

March 17, 2025

Her Excellency , Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to award an Aquatic Resource Mitigation (ARM) Fund grant to the Strafford School District SAU #015, Strafford, NH (VC#159956-B001) in the amount of \$463,764 for the purpose of removing a dam structure and restoring natural stream and wetland functions in Strafford, NH effective upon Governor and Council approval through December 31, 2032. 100% ARM Funds. The Town of Strafford’s Conservation Commission supports this project.

Funding is available in the account as follows:

	<u>FY 25</u>
03-44-44-442010-38710000-073-500581	\$463,764
Dept. Environmental Services, In-Lieu Wetland Mitigation, Grants – Non - Federal	

EXPLANATION

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

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

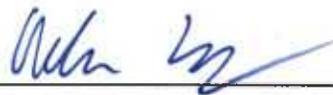
NHDES issued the request for proposals for ARM Funds available in the Salmon Falls-Piscataqua River Service Area in February 2024. The NHDES received three full applications within the Salmon Falls-Piscataqua River Service Area and on November 7, 2024, NHDES announced the decision to fund the

Kenneth Hill Pond Dam Removal Project. The review of the award by the New Hampshire Wetlands Council and U.S. Army Corps of Engineers resulted in full support of the recommendation. Attachment A lists the proposals received and ARM Fund Site Selection Committee members involved in the decision.

The Strafford School District proposes to use ARM grant funds to remove the dam and portions of the embankment to restore stream and wetland functions and reverse impacts to aquatic resources over the 28-acres of the Kenneth Hill Pond Dam and impoundment. The existing dam is a circa 1970 earth embankment with a concrete, drop-inlet primary outlet and an overflow channel comprised of an emergency spillway and is the subject of a NHDES Dam Bureau Request for Action (repair or removal). The project scope includes removing the primary outlet and much of the embankment (approximately 100 linear feet) and reestablishing a diverse wetland complex with a mix of scrub-shrub wetland thickets, herbaceous emergent vegetation dominating the wetter areas, and restoring 200 linear feet of perennial and intermittent streams, reconnecting these areas with downstream and Mohawk Brook. The parcel is permanently protected under a conservation easement held by Bear-Paw Regional Greenways. The Dam discharges to a tributary to Mohawk Brook, which in turn flows to the Isinglass River. New Hampshire Fish & Game Department regards the Isinglass River, and its tributaries like Mohawk Brook, as one of the highest priority rivers in this region for protection. Species of concern, including native brook trout and the bridled shiner, have been located at the Mohawk/Isinglass River confluence. Anticipated increased functions include hydrologic connectivity, ecological integrity, water quality, wildlife habitat, and aquatic organism passage. Attachment B includes a map of the project location.

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

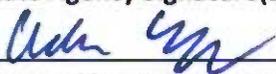
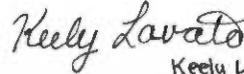
We respectfully request your approval.


For _____
Robert R. Scott, Commissioner

GRANT AGREEMENT

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

I. Identification and Definitions.

1.1. State Agency Name NH Department of Environmental Services		1.2. State Agency Address 29 Hazen Drive, Concord NH 03302-0095	
1.3. Grantee Name Strafford School District		1.4. Grantee Address 28 Roller Coaster Road, Strafford, NH 03884	
1.5 Grantee Phone # 603-905-9555	1.6. Account Number 03-44-44-442010- 38710000-073	1.7. Completion Date 12/31/2032	1.8. Grant Limitation \$463,764
1.9. Grant Officer for State Agency Emily Nichols		1.10. State Agency Telephone Number (603) 271-4059	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Robert T. Seaward, Jr. Superintendent of Schools	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) FOR Robert R. Scott, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By:  Keely Lavato		Assistant Attorney General, On: 03 / 25 / 2025	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

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

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

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

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

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

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

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

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

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

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

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including

7. the acquisition of any and all necessary permits and RSA 31-95-b.

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

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data

8. (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions **PERSONNEL.**

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

8.3. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA; RETENTION OF DATA; ACCESS.** As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE 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. 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 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

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

11.2.4

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.

12.4.

13. 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. **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

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. **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.

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.

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.

INSURANCE.

17.1.1 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:

17.1.2 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and 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 the 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 address first above given.

20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of 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.

23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

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

Grantee Initials NA
Date 3/6/25

EXHIBIT A
SPECIAL TERMS AND CONDITIONS

This section is intentionally left blank.

EXHIBIT B
SCOPE OF SERVICES

A. Project Title:

Kenneth Hill Pond Dam Removal & Restoration Project

B. Project Period:

Upon Governor & Council Approval through December 31, 2032

C. Grant Amount:

Total funds available for payment of allowable costs incurred under this Grant Agreement shall not exceed \$463,764. The New Hampshire Department of Environmental Services (NHDES) will not reimburse the Strafford School District (the "GRANTEE") for costs exceeding the amount specified in this paragraph.

D. Effective Date and Commencement of Work:

This Grant Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Agreement ("Effective Date") and shall end on December 31, 2032. Any work performed by the GRANTEE prior to the Effective Date shall be at the **sole risk** of the GRANTEE. In the event this Grant Agreement does not become effective, NHDES shall be under no obligation to pay the GRANTEE for any costs incurred or work performed; however, if this Agreement becomes effective, costs incurred prior to the Effective Date that would otherwise be allowable are eligible for payment under the terms of this Agreement.

E. Objectives:

The Kenneth Hill Pond Dam Removal project objective is to remove the Kenneth Hill Pond Dam structure and reverse impacts to aquatic resources over the 28-acres of the Kenneth Hill Pond Dam and impoundment. The existing dam is a circa 1970 earth embankment with a concrete, drop-inlet primary outlet and an overflow channel comprising emergency spillway and subject of NHDES Dam Bureau Request for Action (repair or removal). The project scope includes removing the primary outlet and much of the embankment (approximately 100 linear feet) and reestablishing a diverse wetland complex with a mix of scrub-shrub wetland thickets, herbaceous emergent vegetation dominating the wetter areas, and restoring 200 linear feet of perennial and intermittent streams, reconnecting these areas with downstream and Mohawk Brook. The parcel is permanently projected under a conservation easement held by Bear-Paw Regional Greenways. The Dam discharges to a tributary to Mohawk Brook, which in turn flows to the Isinglass River. NHFG regards the Isinglass River, and its tributaries like Mohawk Brook, as one of the highest priority rivers in this region for protection. Species of concern, including native brook trout and the bridled shiner, have been located at the Mohawk/Isinglass River confluence. Anticipated increased functions include hydrologic connectivity, ecological integrity, water quality, wildlife habitat, and aquatic organism passage.

Grantee Initials NA
Date 3/6/25

F. Scope of Work:

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

Task I: Design & Permitting

The GRANTEE is responsible for obtaining all required federal, state, and local permits and approvals prior to any restoration work. The restoration design shall include the development of a riparian planting plan for the area of bank/floodplain reconstruction through the former spillway and the creation of turtle nesting areas in consultation with the New Hampshire Fish & Game Department. The GRANTEE will obtain approval from the NHDES Wetland Bureau Permitting Section, in consultation with the ARM Fund Program, for the final design and construction timeline. The GRANTEE will work with the ARM Fund Program to develop a Federal Mitigation Plan for approval by the United States Army Corps of Engineers (USACOE). The Federal Mitigation Plan shall meet the criteria outlined in 33 CFR 332.4(c) and establish the mitigation work plan, performance standards, monitoring requirements, long-term management plan, adaptive management plan, and financial assurance measures.

Task II: Construction Phase Engineering Services

The GRANTEE and selected contractor(s) will participate in a pre-construction meeting before any site work begins that will include the ARM Fund Program, NHDES Dam Bureau, and project partners to review permit conditions and verify the construction timeline protocols such as lines of communication, work hours, and schedule. Representatives from NHDES will be invited to the pre-construction meeting and invited to provide input related to any grant-related requirements. During the pre-construction meeting the GRANTEE will designate a QUALIFIED PROFESSIONAL(S) (as defined in Env-Wt 802.06) with expertise in stream or dam restoration to supervise and be on-site during construction to ensure conformance with the final design plans and specifications, as well as monitor the project site until it is stabilized. Construction Status Meetings will be held weekly with the Contractor during construction. The purpose of these meetings will be, among other things, to review current progress, projected progress, and identify any areas needing coordination. Representatives from the ARM Fund Program will be invited to these meetings to review progress and provide input. The QUALIFIED PROFESSIONAL will prepare and distribute notes from each Construction Status Meeting.

Within 60 days of Substantial Completion, to assure the implementation of the design has occurred in accordance with permits and Contract Documents, a site walk will be conducted in which the ARM Fund Program will be invited. A punch list will be developed of items to be completed or corrected. Upon completion of all construction activities, a final walk through with the Project Team will be convened by the Project Engineer. The GRANTEE will provide NHDES with one P.E.-stamped as-built survey of the site to confirm as-built dimensions of any structures, locations of designated monitoring cross-sections, channel elevations for each cross-section, channel topography of the longitudinal profile, bank stabilization and planting areas. The as-built survey will be accompanied by one P.E.-stamped as-built report. The as-built report will include dated/captioned photos at each monitoring cross-section and of the restored areas. The report will provide the status of any plantings and site stabilization measures.

Task III: Construction

The construction contractor(s) hired by GRANTEE will remove the dam and enact other project

Grantee Initials NA
Date 3/6/25

elements (i.e. mobilization/ demobilization, site preparation, water controls, impoundment sediment excavation and disposal, site work, demolition work, habitat creation, 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 stream and adjacent areas, including, during the initial construction phase, adaptively managing channel conditions. 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 QUALIFIED PROFESSIONAL shall convene field meetings as necessary between the Contractor, GRANTEE, ARM Fund Program, 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.

Task IV. Long-Term Monitoring and Adaptive Management

The GRANTEE will monitoring the restoration project in accordance with the approved monitoring plan and prepare summary reports for five years post-construction to determine whether the performance standards included in the Federal Mitigation Plan approved by USACOE have been successfully achieved. The GRANTEE, ARM Fund Program, and project partners will collaboratively review the monitoring results on an annual basis to evaluate whether the site is maintaining target aquatic resource functions and meeting the performance standards. The GRANTEE will be responsible for the long-term maintenance of the Restoration Areas and development of adaptive management actions at the site if needed. Adaptive management and remedial actions shall only be enacted and in coordination with agreed upon methodology by USACOE and the ARM Fund Program.

The GRANTEE shall allow NHDES unrestricted access to the restoration project areas for five consecutive years following construction completion. NHDES will assist with the monitoring efforts, if necessary, to ensure the success of the activities taken and to ensure that no actions are occurring which could be detrimental to the attributes of the project. NHDES will refer any deficiencies observed to the GRANTEE to address.

Task V. Community Engagement and Signage

Community outreach and engagement events, including but not limited to public notices and/or hearings, shall be completed prior to construction in accordance with state, local and federal approval requirements.

The GRANTEE agrees to place a sign at a prominent location on or near the Restoration Area in an agreed upon location by the GRANTEE and the ARM Fund Program. The sign should contain at a minimum the NHDES logo and the following statement: "This project was funded, in part, by the New Hampshire Aquatic Resource Mitigation Fund." Should the sign be damaged or destroyed, the GRANTEE agrees to work with NHDES to repair or replace it with identical signage and to share any costs associated with that repair or replacement to the extent reasonably practicable. All final work products must meet the applicable Americans with Disabilities Act (ADA) Title II Regulations to the extent practicable and shall be guided by best practices outlined in the Revised Section 508 Standards of the Rehabilitation Act and the Web Content Accessibility Guidelines (WCAG). At

Grantee Initials
Date

NAA
3/6/25

minimum, final work products shall include sans-serif fonts, underlined and descriptive text links, color best practices, captions for audio and video content, headers in tables, images with alt text, gender-neutral text, and consideration of the Plain Writing Act. Examples of final work products and outreach materials include, but are not limited to, project reports, press releases, newsletter articles, websites, videos and signage.

G. Deliverable Schedule:

Task	Deliverable	Due Date
I. Design & Permitting	Submit all required state, federal and local permit applications.	December 31, 2026
II. Construction Phase Engineering	Pre-construction meeting minutes, construction status meeting notes, monthly construction reports summarizing completed activities and correspondence, , Field Observation Reports, adaptive management strategies, Photos, PE-stamped as-built report, survey and construction drawings, etc.	March 1, 2028
III. Construction	Successful removal of dam structure and portions of the embankment, restoration of tributary stream and riparian banks, and site stabilization; and adaptive management strategy approval(s) and implementation (as-needed)	December 31, 2027
IV. Long Term Monitoring	Annual monitoring reports, including summary of maintenance and adaptive management activities.	December 2028-December 1, 2032
V. Community Engagement & Signage	Public Notices, Draft and Final Sign Design, Installed Sign	December 31, 2027

Grantee Initials NA
 Date 3/6/25

EXHIBIT C
ARM BUDGET & PAYMENT METHOD

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

Budgeted amounts by Task are estimated. The GRANTEE is authorized to move funds between Tasks based on actual expenses incurred by Task with an award amount not to exceed \$463,764.

Upon receipt and approval by NHDES of the invoices, NHDES shall issue payment to the GRANTEE in accordance with the following:

Task		ARM Budget	Payment Method
I	Design & Permitting	\$105,000	Upon Completion
II	Construction Phase Engineering	\$35,000	Upon Completion
III	Construction	\$260,000	Upon Completion
IV	Long Term Monitoring & Contingency Costs	\$63,264	Upon Completion
V	Community Engagement & Signage	\$500	Upon Completion
TOTAL		\$463,764	

Total amount to be authorized following approval by the Governor and Executive Council: \$463,764

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

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

The billing address shall be as follows:

NH Department of Environmental Services
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095
ATTN: Emily Nichols, ARM Fund Program

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

Grantee Initials NA
Date 3/6/25

CERTIFICATION OF VOTE OF AUTHORIZATION

I, Debbi Hinrichsen, School Board Chairperson, do hereby certify that at a meeting held on February 12, 2025, the Strafford School Board voted to enter into an Aquatic Resource Mitigation (ARM) Fund grant agreement with the New Hampshire Department of Environmental Services for Kenneth Hill Pond Dam Decommissioning and Restoration Project in Strafford, NH.

The Strafford School Board further authorized Robert T Seaward Jr., Superintendent of Schools, to execute any documents which may be necessary for this contract.

This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

In witness whereof, I have hereunto set my hand as Debbi Hinrichsen, School Board Chairperson, on this day the 12th of February 2025.

Debbi Hinrichsen
signature

2/12/25
date

On this date, 12th of February 2025, Debbi Hinrichsen, School Board Chairperson, personally appeared before me, the undersigned notary public officer, who acknowledged Robert T Seaward Jr. to be the Superintendent of Schools being authorized to do so, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal

April K Brown
notary public signature

My Commission Expires

2/12/2025
date



STATE OF NEW HAMPSHIRE
County of STRAFFORD
Subscribed and sworn (or affirmed) before me this
12th day of FEBRUARY, 20 25
by DEBBI HINRICHSEN
April K Brown
APRIL K BROWN, Notary Public
My Commission Expires August 7, 2029



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: Strafford School District SAU #105 22 Roller Coaster Road Strafford, NH 03884	Member Number: 944	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 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	7/1/2024	7/1/2025	<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> Date: 3/5/2025 mpurcell@nhprimex.org Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
State of NH Department of Environmental Services 29 Hazen Drive PO Box 95 Concord, NH 03302-0095			

STATE OF NEW HAMPSHIRE

Executive Council

JOHN STEPHEN
EXECUTIVE COUNCILOR
DISTRICT FOUR
WWW.NH.GOV/COUNCIL



STATE HOUSE ROOM 207
107 NORTH MAIN STREET
CONCORD, NH 03301
(603) 271-3632

February 12, 2025

Strafford School District
Robert Seaward, Superintendent SAU 105
Debbi Hinrichsen, School Board Chair
28 Roller Coaster Road
Strafford, NH 03884

Superintendent Seaward and School Board Chair Hinrichsen,

It was a pleasure meeting with you and discussing your proposal for the Kenneth Hill Pond Dam. I want to commend you for your insight, diligence and proactive approach to address the issues revolving around your dam being in significant danger of failure. Furthermore, I appreciate your contacting my office to discuss the future plan, which will aid in the success of your proposal to remove and revitalize this hazardous dam area.

By quickly addressing the dam failure, you are protecting the safety of travelers on the Route 202-A transportation corridor. Concurrently, I was impressed that your proposal also revitalizes associated wetlands and improving water quality. Most impressive is your developing educational youth outreach learning trails that will be a benefit to school district children as well as all New Hampshire residents.

I am delighted to support your efforts and will be speaking with my colleagues on the Council as well as the Commissioner of the Department of Environmental Services (DES). I also want to assure that the matter is brought to the Council in a timely and efficient manner. If there are any impediments in the approval process going forward with your plans, please contact me for further assistance.

Again, it was a pleasure to meet with you and go over your detailed and thoughtful proposal to address the DES concerns, and I am delighted to be of assistance to the Town of Strafford moving forward.

Sincerely,

A handwritten signature in black ink, appearing to read "John A. Stephen".

John A. Stephen
Executive Councilor
District 4

cc: Commissioner Robert Scott DES
Ellen White, Town Administrator
Lynn Sweet, Chair, Board of Selectmen

TOWN CONSERVATION COMMISSION

STRAFFORD, NEW HAMPSHIRE

May 21, 2024

New Hampshire Department of Environmental Services
NH Aquatic Resources Mitigation Fund
29 Hazen Drive
Concord, New Hampshire 03302-0095
des.arm@des.nh.gov

Re: Pre-proposal, Strafford School District, Tax Map 16, Lot 14, Town of Strafford

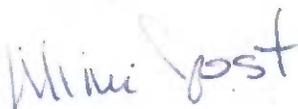
To Whom It May Concern,

At our regular May meeting, the members of the Strafford Conservation Commission discussed the proposal for dam removal at the Kenneth Hill Pond, located on land of the Strafford School District, and we unanimously support the dam removal proposal. Removal of the dam will return the site to a naturally vegetated and diverse wetland which will support a more abundant suite of wildlife species. A number of threatened and endangered species are known to inhabit this area including the State listed Blanding's Turtle.

We viewed the aerial photos of the area both before and after the construction of the dam. After some discussion, we decided removal of the dam would likely return it to a more natural state. Other factors of consideration were the cost effectiveness of removal of this dam versus the repairs necessary to bring it up to code.

Thank you for your consideration.

Sincerely,



Mimi Jost for
the Strafford Conservation Commission

**ATTACHMENT A
2024 Aquatic Resource Mitigation Fund Grants**

**Applications and Funding Amounts in Merrimack River & Salmon Falls- Piscataqua River
Service Areas**

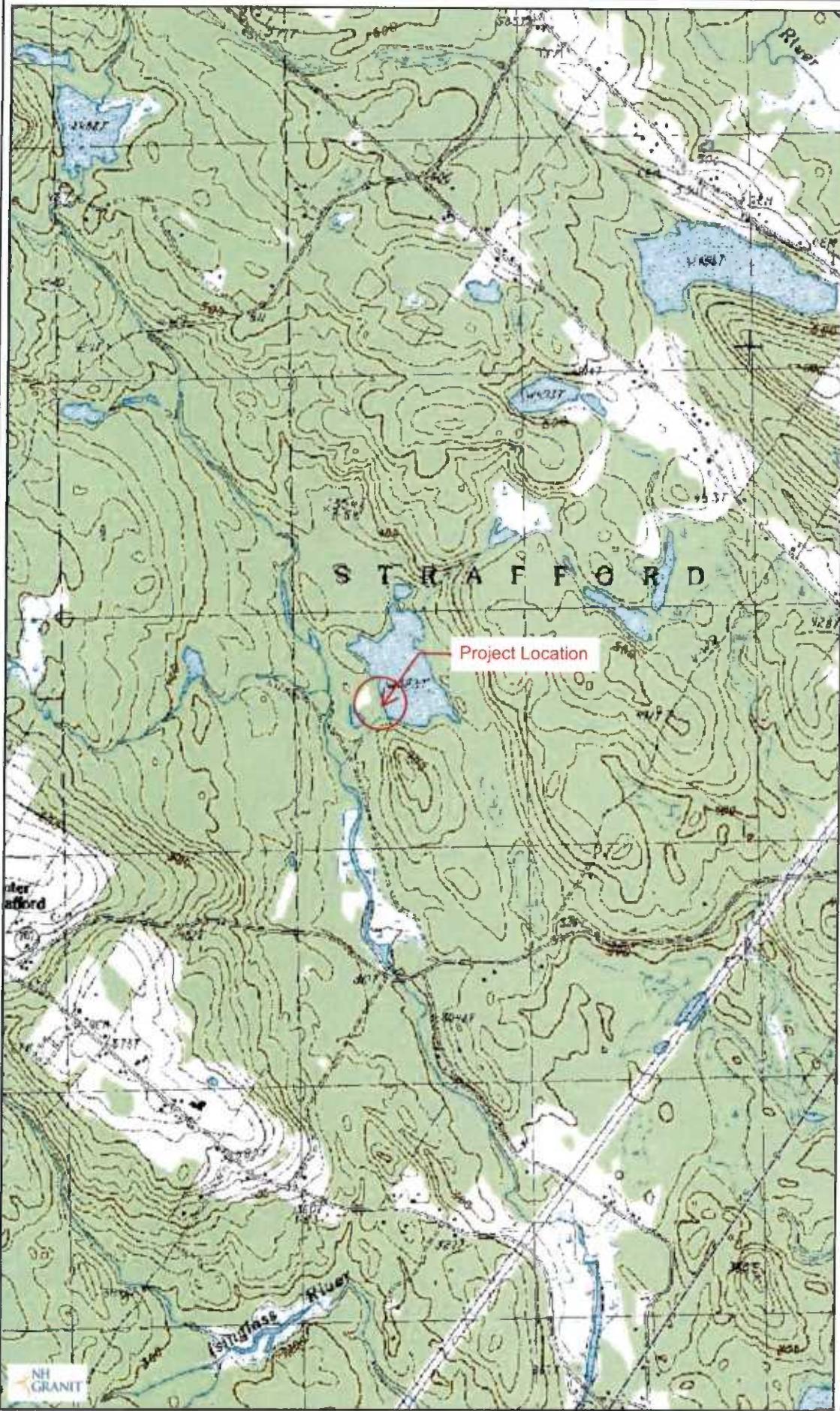
Service Area/Grant Applicant/Project	Town	Requested Funding Amount	Approved for Funding
Salmon Falls- Piscataqua/Strafford School District/Kenneth Hill Pond Dam Removal	Strafford	\$477,000	Yes – awarded \$463,764 all available funds in service area
Merrimack/ Piscataquog Land Conservancy/ Great Meadows- Follansbee Preservation Project	New Boston	\$559,304	Yes-full funding awarded

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

Site Selection Committee Voting List

Name	Agency/Organization	Title
Peter Bowman	NH Dept. of Resources & Economic Development	Ecological Information Specialist
Michael Marchand	NH Fish and Game Department	Nongame and Endangered Species Coordinator
Michael Burke	NH Rivers Council/ American Rivers	Water Resources Engineer
Tracy Tarr	NH Association of Natural Scientists	Wetland Scientist
Charles DeCurtis	The Nature Conservancy	Lead Conservation Scientist Freshwater Program Manager
Ken Gallager	Office of Planning and Development	Principal Planner
Brian Hotz	Society For the Protection of New Hampshire Forests	Vice President of Land Conservation
William Thomas	NH Department of Environmental Services	Dam Bureau, River Restoration Coordinator

Kenneth Hill Pond - USGS Map



Legend

- State
- County
- City/Town

Map Scale

1: 24,000

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Map Generated: 9/10/2024



Notes

