



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

April 13, 2022

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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to award an Aquatic Resource Mitigation (ARM) Fund grant to The Nature Conservancy (TNC) of Concord, NH (Vendor Code #177785-B001) in the amount of \$300,000 for a stream crossing restoration project in Barrington, effective upon Governor and Council approval through December 31, 2027. 100% ARM Funds.

Funding is available in the account as follows:

	<u>FY'22</u>
03-44-44-442010-38710000-073-500581	\$300,000
Dept. Environmental Services, In-Lieu Wetland Mitigation, Grants – Non - Federal	

EXPLANATION

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

The NHDES wetlands program adopted mitigation rules that establish what is necessary for an applicant to provide 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. For projects that have difficulty in finding suitable local mitigation, payment may be made to the ARM Fund to compensate for losses to aquatic resources, and their functions and values, from a project. The ARM Fund authorizes the collection of mitigation funds in-lieu of other forms of wetland mitigation as part of a Wetlands Permit Application.

The Department issued the request for proposals for ARM Funds available in the Salmon Falls-Piscataqua watershed in February, 2021. The Department received seven applications and on November 9, 2021, NHDES announced the decision to fund all seven applications including the TNC project. The review of the awards by the Army Corps of Engineers and the New Hampshire Wetland Council resulted in full

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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
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support of the recommendations. Attachment A lists the seven proposals received and the Committee members involved in the decision.

The Oyster River Restoration Topaz Drive Culvert Replacement Project (Attachment B) proposes to fully restore aquatic organism passage and geomorphic compatibility at the road crossing over the Oyster River in Barrington, NH. Topaz Drive is a private road that provides the only access to the Emerald Acres Cooperative, Inc., a mobile home community. The current crossing is a 9.5-foot wide metal pipe culvert that is perched by over one foot and is a barrier for fish passage. The crossing is undersized and has a history of flooding issues; it completely washed out during the Patriot's Day Flood of 2007 and residents of the Emerald Acres Cooperative, Inc. community were unable to pass the road. There are several Species of Greatest Conservation Need in New Hampshire that occur in the project area including the American Brook Lamprey, American Eel, Eastern Brook Trout, Blanding's turtle, and spotted turtle; these species are all expected to benefit from this project. The proposed restored stream crossing is a 30-foot-wide steel bridge that is fully compliant with the NH Stream Crossing Guidelines. The project will result in 5.2 miles of fully reconnected upstream habitat of Oyster River, allowing full passage for fish and turtles, and prevent future flooding.

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

We respectfully request your approval.

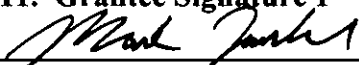




Robert R. Scott, Commissioner

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name NH Department of Environmental Services		1.2. State Agency Address 29 Hazen Drive, Concord, NH 03302-0095	
1.3. Grantee Name The Nature Conservancy		1.4. Grantee Address 22 Bridge Street Concord, NH 03301	
1.5 Grantee Phone # (603)224-5853 extension 222	1.6. Account Number 03-44-44-442010- 38710000-073-500581	1.7. Completion Date 12/31/2027	1.8. Grant Limitation \$300,000
1.9. Grant Officer for State Agency Cheryl Bondi, NHDES Wetlands Bureau		1.10. State Agency Telephone Number (603) 271-0727	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Mark Zankel, State Director	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Robert R. Scott, Commissioner, NHDES	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: 		Assistant Attorney General, On: 5/16/2022	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

1. **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 A (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 on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA; RETENTION OF DATA; ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- computer programs, computer printouts, notes, letters, memoranda, paper, 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.
- 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.
13. 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.
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.
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.

EXHIBIT A
SPECIAL TERMS AND PROVISIONS

The following additional provision is added to Paragraph 9 after Subparagraph 9.5: 9.6. The GRANTEE shall have a perpetual, non-exclusive, royalty-free license to use any and all data that is the property of the State pursuant to subparagraph 9.4 for all reasonable purposes pertaining to the Grantee's standard business practices.

EXHIBIT B
SCOPE OF SERVICES

A. Project Title:

Oyster River Restoration Topaz Drive Culvert Replacement Project

B. Project Period:

January 1, 2022 through December 31, 2027

C. Grant Amount:

Total funds available for payment of allowable costs incurred under this Grant Agreement shall not exceed \$300,000. The New Hampshire Department of Environmental Services (NHDES) will not reimburse The Nature Conservancy (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, 2027. 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. The GRANTEE is hereby authorized to enter into contracts with third parties qualified to perform the work contemplated under the award, without any further written authorization from NHDES.

E. Objectives:

The Oyster River Restoration Topaz Drive Culvert Replacement Project (the PROJECT) proposes to fully restore aquatic organism passage (AOP) and geomorphic compatibility at the crossing over the Oyster River in Barrington, NH. Topaz Drive is a private road that provides the only access to the Emerald Acres Cooperative, Inc., a mobile home community. The current crossing is a 7-foot-high by 9.5-foot wide metal pipe culvert that is perched by over one foot and is rated a complete barrier for AOP. The crossing is undersized and has a history of flooding issues; it completely washed out during the Patriot's Day Flood of 2007 and residents of the Emerald Acres Cooperative, Inc. community were unable to pass the road. There are several Species of Greatest Conservation Need (SGCN) in New Hampshire that occur in the project area including the American Brook Lamprey, American Eel, Eastern Brook Trout, Blanding's turtle, and spotted turtle; these species are all expected to benefit from this project. The proposed restored stream crossing is a 30-foot-wide prefabricated steel bridge that is fully compliant with the 2009 NH Stream Crossing Guidelines. The project will result in 5.2 miles of fully reconnected upstream habitat of Oyster River, allowing full AOP for fish and turtles, and prevent flooding on Topaz Drive.

F. Scope of Work:

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

Task 1: Bridge design, permitting, and technical assistance

The GRANTEE, with partners, will expand the current design plans for the Topaz Drive crossing and develop final Professional Engineer stamped designs for permitting, GRANTEE bidding, and construction. The GRANTEE and project partners will participate in a NHDES Wetlands Bureau pre-application meeting to ensure the design is in full compliance with NH Stream Crossing Guidelines to include stream simulation for fish and wildlife passage, accommodate natural sediment and water transport processes, and meet hydraulic capacity requirements for the site. The GRANTEE will work with the NHDES Wetlands Bureau permitting staff to finalize the design, construction timeline, permit and grant conditions, and submit and obtain an approved Wetlands Permit in 2022. The GRANTEE will complete bid administration and construction contracting. The GRANTEE will participate in a pre-construction meeting before any site work begins, that will include NHDES Wetlands Bureau staff and project partners to review permit conditions and verify the construction timeline. During the pre-construction meeting the GRANTEE will designate a QUALIFIED PROFESSIONAL(S) (as defined in Env-Wt 802.06) with expertise in stream restoration to supervise and be on-site during construction to ensure that all work is constructed in accordance with the approved design plans.

Task 2: Bridge installation, construction oversight, site stabilization, and as-built survey and report

The GRANTEE will contact the NHDES Wetlands Bureau Mitigation staff at least 5 state business days prior to starting any work under this task to notify of the date on which work under this agreement is expected to start. The GRANTEE will remove the existing metal pipe culvert and replace with a 30-foot-wide prefabricated steel bridge. Work under this task includes: site preparation and mobilization, construct a temporary access road, removal of the old pipe culvert, excavating the site, installation of footers, abutments, in-stream structures, and the new bridge. Following construction completion, the GRANTEE will remove the temporary access road, complete final grading, and stabilize the site with seed and hay, and plantings as per the permitted plans. Restoration of areas where temporary impacts occur will be addressed per the NHDES permit conditions. The designated QUALIFIED PROFESSIONAL(S) will supervise the construction and submit reports to the NHDES Wetlands Bureau staff via email every 2-3 days during active construction and will include the 1) activities completed, 2) photos of the work site, and 3) questions or concerns. Following construction, the GRANTEE will conduct one as-built survey of the site to establish baseline conditions of the site topography, bridge elevations, stream channel geometry, and plantings. The as-built survey will include photos of the stream channel, banks, and the new stream crossing. One As-Built report will be submitted to the NHDES Wetlands Bureau Mitigation staff within 60 days of construction completion.

Task 3: Post-construction monitoring

The GRANTEE will complete short-term post construction monitoring until the site is fully stabilized, but no longer than one year after construction completion. The GRANTEE will report annually to NHDES Wetlands Bureau staff any flooding issues at the site that may occur between summer 2022 and December 31, 2027 with photo documentation and narratives provided by the town or local landowners. The NHDES Wetlands Bureau staff will survey the new bridge annually from 2022-2027 to evaluate AOP and stream conditions. The NHDES Wetlands Bureau staff will provide monitoring reports to the GRANTEE to review. Fish and habitat monitoring is anticipated to be completed by the New Hampshire Fish and Game Department in 2023, 2025, and 2027; fish monitoring summary reports will

be provided to the NHDES Wetlands Bureau staff. The GRANTEE, NHDES Wetlands Bureau staff, and project partners will collaboratively review the monitoring results on an annual basis during project meetings and site walks, to evaluate whether the site is meeting the expected performance standards.

Task 4: Long-term maintenance and adaptive management

Based upon review of the monitoring results, the GRANTEE will develop a plan and implement remedial actions if necessary for the site to maintain fish passage and accommodate streamflow and sediment transport. If adaptive management is needed the plan would be reviewed and approved by the NHDES Wetlands staff and the GRANTEE would be responsible to implement the work outlined in the plan. Work under this task may include GRANTEE staff time, travel, engineer consultation and design plans to address any corrective measures, materials, additional construction work upstream or downstream of the bridge, plantings, and bank stabilization. The GRANTEE will submit photos and a summary of the adaptive management activities done via email to NHDES within 60 days of any work performed.

Task 5: Project monumentation

The GRANTEE will install a permanent sign on or near the PROJECT location after final construction is completed, to acknowledge the NHDES support for the stream crossing replacement. The sign will contain the NHDES logo and a statement that the PROJECT has been completed with assistance from the New Hampshire Department of Environmental Services Aquatic Resource Mitigation Fund. Should the NHDES sign be damaged or destroyed during the duration of this agreement, the GRANTEE will work with NHDES to repair or replace it to the extent practicable. At the completion of this grant agreement, the sign will remain in place as practicable, but there is no further financial commitment to the GRANTEE to maintain the sign.

G. Deliverable Schedule:

Task	Deliverable	Anticipated Due Date
1	Bridge and stream restoration engineering designs and NHDES wetlands permit	6/30/2022
1	Pre-application meeting and designate the Qualified Professional	6/30/2022
2	Bridge installation, construction oversight, and site stabilization	10/31/2022 (10/31/2023 if 2022 construction is not feasible)
2	Submit an As-built survey report	12/31/2022
3	Annual performance monitoring meetings	December 2023, 2024, 2025, 2026, and 2027
3	Fish and habitat assessment reports	Due December 2023, 2025, and 2027
4	Long-term maintenance and adaptive management activities with update reports	Work completed and reports submitted as needed 2023-2027
5	Posted sign	October 2023

H. Project Monitoring:

The Property involved in the project will be monitored by NHDES on an annual basis between summer 2023 and summer 2027 to ensure the success of the activities taken and to ensure that no actions are occurring which could be detrimental to the attributes of the Property. NHDES will provide a copy of the annual monitoring report to the GRANTEE to review site conditions and inform any necessary remedial measures.

EXHIBIT C
METHOD OF PAYMENT

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 \$300,000.

ARM Tasks & Budget (estimates)

Task 1: Bridge design, permitting, and technical assistance	\$23,600
Task 2: Bridge installation, construction oversight, site stabilization, and as-built survey and report	\$213,339
Task 3: Annual performance monitoring reviews and fish habitat assessments with three bi-annual reports	\$2,000
Task 4: Long-term maintenance and adaptive management	\$5,000
Task 5: Project Monumentation	\$500
Indirect (tasks 1-5) – TNC's annual approved federal NICRA for the given fiscal year will be applied	\$55,561
TOTAL NHDES ARM FUNDS	\$300,000

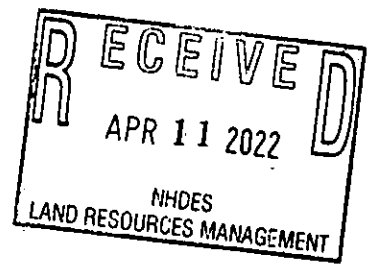
Total amount to be authorized following approval by the Governor and Executive Council: \$300,000

Payments shall be made by NHDES to the GRANTEE upon approval of stated outputs and verification of the value of completed work through submittal of invoices for services rendered. Invoices shall be approved by the Contract Officer before payment is processed. NHDES will pay the GRANTEE within 30 days of receiving the invoice.

The payments listed above are inclusive of project labor, expenses, and indirect. 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: Cheryl Bondi, Wetlands Bureau
Cheryl.bondi@des.nh.gov



CERTIFICATE of AUTHORITY

I, Hans P, Birle, Assistant Secretary of The Nature Conservancy ("TNC"), do hereby certify that:

1. I am the duly elected Assistant Secretary of TNC;
2. I further certify that at a meeting held on June 24, 2016, TNC's Board of Directors voted to delegate to the President and CEO the authority to acquire and/or transfer any real estate in any transaction provided that the purchase price does not exceed twenty-five million dollars (\$25,000,000) and to execute and deliver documents including, but not limited to, deeds, conservation easements, contracts, agreements, leases, licenses, assignments, options, mortgages, deeds of trust, notes, loan agreements, and affidavits and to enter into any non-real estate contract or other agreement or transactions provided that the contract does not exceed twenty-five million dollars (\$25,000,000).
3. I further certify that the delegation also included the authority to delegate to any person the ministerial duties of implementing any action taken pursuant to this delegation, including the execution, delivery, or acceptance of legal documents.
4. I further certify that Terry Sullivan, Division Director, was delegated real estate and non-real estate authority and the authority to further delegate such authority.
5. I further certify that on May 18, 2018, Terry Sullivan delegated to Mark Zankel the authority to approve real estate and non-real estate contracts that do not exceed one million dollars (\$1,000,000)
6. I further certify Mark Zankel has been appointed and now occupies the office of the New Hampshire State Director of The Nature Conservancy and that he is authorized to accept the Department of Environmental Services funds and to enter into a contract with the Department of Environmental Services;
7. I further certify that Mark Zankel, in his capacity as New Hampshire State Director of The Nature Conservancy, is authorized to execute any documents which may be necessary for this contract;
8. This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and

IN WITNESS WHEREOF, I have hereunto set my hand as Assistant Secretary of The Nature Conservancy on the 4th day of APRIL 2022.

Hans P. Birle

Name: Hans P, Birle

Title: Assistant Secretary

STATE OF Rhode Island
COUNTY OF Washington

On this 4 day of April, 2022, before me, the undersigned notary public, personally appeared Hans P. Birle, Assistant Secretary of The Nature Conservancy (a corporation), to me personally known or otherwise proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding document, and acknowledged to me that he signed such document voluntarily for its stated purpose.

Notary Public

Signature: [Handwritten Signature]

Notary Public Print Name:

Mason Raposa

My Commission Expires: 06/10/2023

MASON G. RAPOSA
NOTARY PUBLIC
STATE OF RHODE ISLAND
MY COMMISSION EXPIRES JUNE 10, 2023

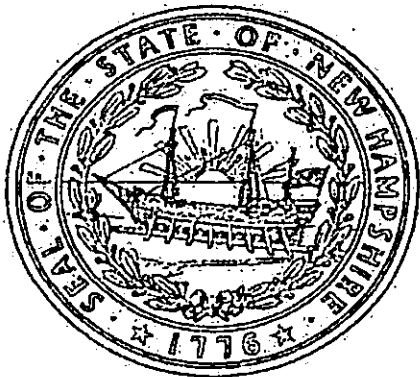
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE NATURE CONSERVANCY is a District Of Columbia Nonprofit Corporation registered to transact business in New Hampshire on January 09, 1984. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 75056

Certificate Number: 0005366350



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of May A.D. 2021.

A handwritten signature in black ink, appearing to read "William Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/9/2022

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

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


PRODUCER Marsh & McLennan Agency LLC 5500 Cherokee Avenue, Suite 300 Alexandria VA 22312	CONTACT NAME: PHONE (A/C, No., Ext): 800-274-0268 FAX (A/C, No): E-MAIL ADDRESS: certificates@MarshMMA.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED The Nature Conservancy 4245 Fairfax Drive Suite 100 Arlington VA 22203	NATURCONSE1	INSURER A : AIU Insurance Company 19399
		INSURER B :
		INSURER C :
		INSURER D :
		INSURER E :
		INSURER F :

COVERAGES **CERTIFICATE NUMBER: 1237785068.** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC13759680	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
A waiver of subrogation applies when required by a written contract with the Named Insured.
Re: NH Topaz Drive Culvert project agreement ending 12/31/2027

CERTIFICATE HOLDER NH Department of Environmental Services PO Box 95 Concord NH 03302-0095	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**ATTACHMENT A
2021 Aquatic Resource Mitigation Fund Grants**

Applications and Funding Amounts

Grant Applicant	Town	Requested Funding Amount	Approved for Funding
The Society for the Protection of New Hampshire Forests	Rochester	\$110,000	Yes – full funding
Town of Lee	Lee	\$245,000	Yes – full funding
Southeast Land Trust of New Hampshire	Milton	\$475,000	Yes – full funding
City of Portsmouth	Portsmouth	\$419,306	Yes – full funding
The Nature Conservancy	Barrington	\$300,000	Yes – full funding
Southeast Land Trust of New Hampshire	Durham	\$220,000	Yes – full funding
Strafford County Conservation District	Milton	\$97,000	Yes – full funding

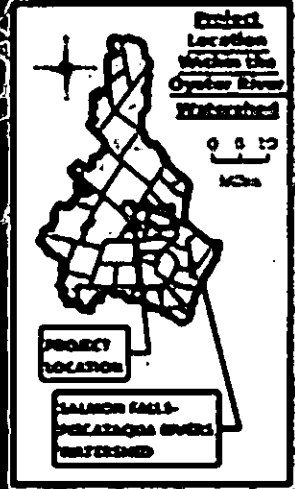
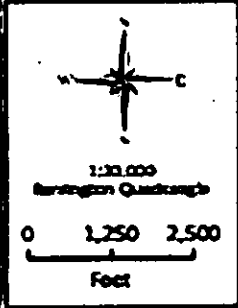
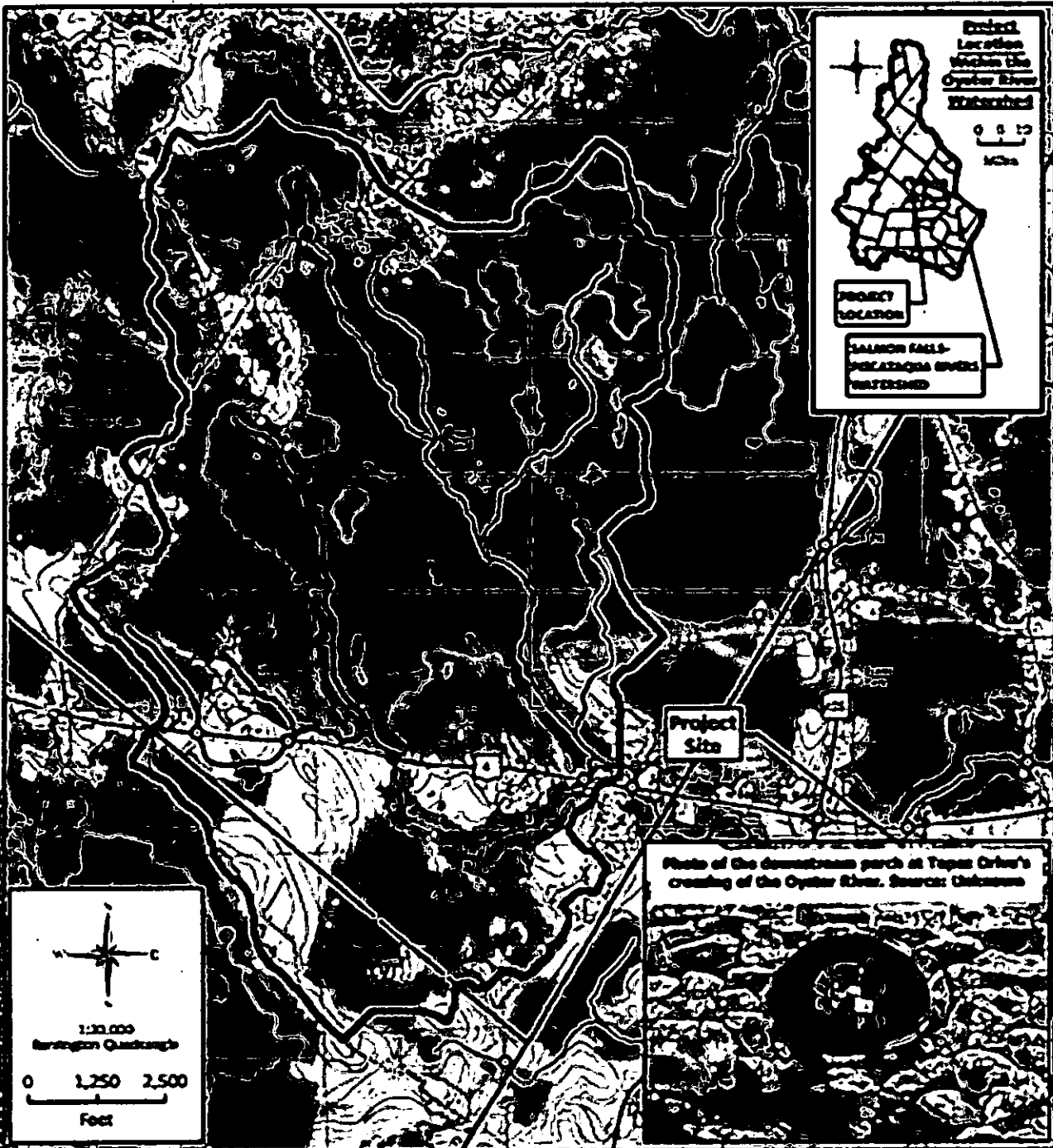
(Note: Each Committee member scores the projects and their scores are combined to create the total score.)

Site Selection Committee List

Name	Agency/Organization	Title	Years of Experience
Peter Bowman	NH Department of Natural and Cultural Resources	Ecological Information Specialist	23
Michael Marchand	NH Fish and Game Department	Nongame and Endangered Species Coordinator	19
Michael Burke	NH Rivers Council/ American Rivers	Water Resources Engineer	17
Tracy Tarr	NH Association of Natural Resource Scientists	Wetland Scientist	21
Jennifer Gilbert	Office of Strategic Initiatives	State Floodplain Manager	24
Bill Thomas	NH Department of Environmental Services Dam Bureau	River Restoration Coordinator	22

ATTACHMENT B

Oyster River Restoration Topaz Drive Culvert Replacement Project, Lee NH



Legend

Project Watershed (2,650 acres)	SMOCS ACP Scores (2002)
Upstream Watershed (River/Stream)	Full Passage
Fully Connected (3.2 miles)	Passage only for adult trout
Partially Connected (2.4 miles)	Reduced Passage
Disconnected (3.2 miles)	No Passage
Other Rivers/Streams	Not Scored
Municipal Boundary	Wildlife Action Plan (2002)
	Tr 1
	Tr 2
	Tr 3

**Oyster River Restoration Project:
Topaz Drive Culvert Replacement**

Map 2: Wildlife Habitat Map

Created August 12, 2008 by
 The Nature Conservancy
 New Hampshire
 2008 Sarrington, NH 03875-0001