



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



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November 1, 2019

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 (DES) to award an Aquatic Resource Mitigation (ARM) Fund grant to The Ammonoosuc Conservation Trust (hereinafter "ACT"), Franconia, NH (Vendor Code #246606) in the amount of \$65,200 to acquire a 10-acre parcel located in Bath, acquire a 32.5-acre parcel in Haverhill, and conduct riparian buffer plantings for improved habitat and water quality purposes, effective upon Governor and Council approval through December 31, 2025. 100% ARM Funds.

Funding is available in the following account:

	<u>FY'20</u>
03-44-44-442010-38710000-073-500581	\$65,200

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 DES wetlands program adopted a set of mitigation rules that establish what is necessary for an applicant to provide for wetland compensation. The current department rules spell out ratios for wetland compensation that include creating a new wetland, restoring a former wetland site, or protecting a high-quality aquatic resource by preserving adjacent upland habitat. The newest improvement, begun in 2006, to the mitigation options is commonly referred to as an *in-lieu fee program*. This mitigation option is ideal for projects that have difficulty in locating an appropriate mitigation site. The Aquatic Resource Mitigation Fund (ARM) authorizes the collection of mitigation funds in lieu of other forms of wetland mitigation as part of a Wetlands Permit Application.

The Department issued the request for proposals for ARM Funds available in the Middle Connecticut River watershed in April, 2018. The ACT application was received and on November 28, 2018, DES announced the decision to fund The ACT projects in the Middle Connecticut River watershed. The

www.des.nh.gov

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
 (603) 271-3503 • Fax: 271-2867 • TDD Access: Relay NH 1-800-735-2964


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project proposed by The ACT was recommended for funding by the ARM Fund Site Selection Committee. Attachment A lists the proposals received and Committee members involved in the decision. The review of the awards by the Army Corps of Engineers and the New Hampshire Wetland Council resulted in full support of the recommendations.

The project in Bath will protect land with an intact riparian forest buffer near the confluence of the Connecticut River and 1,138 feet of frontage on the Ammonoosuc River. The project enhances water quality to a public water source by protecting land that lies within a high priority water supply land and the Woodsville Water Supply Intake Protection Area. The project in Haverhill will contribute to a potential 500-acre conservation area near the confluence of the Connecticut and Ammonoosuc Rivers. The 1.5 acres of buffer plantings will provide a water quality benefit by enhancing the wooded riparian zone in an area that is noted as Tier 1 wildlife habitat by the New Hampshire Fish and Game Wildlife Action Plan. Attachment B includes a map of the property.

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

We respectfully request your approval of this item.



Robert R. Scott, Commissioner

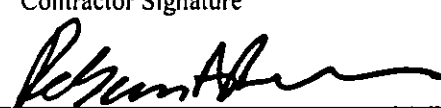
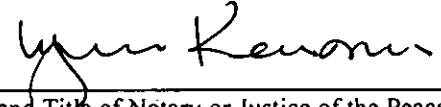

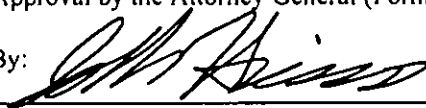
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

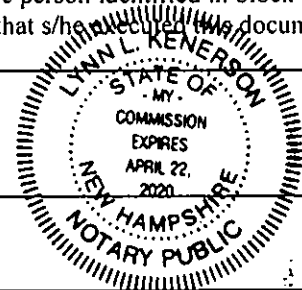
AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, PO Box 95 Concord, NH 03302-0095	
1.3 Contractor Name Ammonoosuc Conservation Trust		1.4 Contractor Address PO Box 191, 729 Main Street, Franconia, NH 03580	
1.5 Contractor Phone Number 603-823-7777	1.6 Account Number 03-44-44-442010-38710000-073-500581	1.7 Completion Date December 31, 2025	1.8 Price Limitation \$65,200
1.9 Contracting Officer for State Agency Lori L. Sommer, DES Wetlands Bureau		1.10 State Agency Telephone Number 603-271-4059	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Rebecca Brown, Executive Director	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Grafton</u> On <u>10-28-2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Lynn Kenerson			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Robert R. Scott, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>11/8/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated 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 Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision 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 Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders. and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor 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 Contractor notice of termination;

8.2.2 give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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, papers, and documents, all whether finished or unfinished.

9.2 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.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor 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 or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default 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 Event of Default on the part of the Contractor.

17. 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 given in blocks 1.2 and 1.4, herein.

18. 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 Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. 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.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. 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.

PROJECT AGREEMENT

Between the

STATE OF NEW HAMPSHIRE, Department of Environmental Services

and the

Ammonoosuc Conservation Trust

1. This Project Agreement (hereinafter "Agreement") is entered into by the State of New Hampshire, Department of Environmental Services, (hereinafter "DES"), and the Ammonoosuc Conservation Trust (hereinafter "ACT"), for the purpose of undertaking a project of mutual interest.
2. This 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, 2025. If the provision of services by ACT precedes the Effective date, all services performed by ACT shall be performed at the sole risk of ACT and in the event this Agreement does not become effective, DES shall be under no obligation to pay ACT for costs incurred or services performed; however, if this Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Agreement.
3. The work to be performed under the terms of this Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as part of this Agreement.
4. The ACT will monitor the plantings on the Haverhill Property on an annual basis up to five years post completion of the plantings to ensure the success of the activities taken and to ensure that no actions are occurring which could be detrimental to the attributes of the Property. The ACT agrees to submit a copy of the annual monitoring report to DES to document the property conditions and any remedial measures taken.
5. Total funds in the amount of \$65,200 have been allocated and are available for payment of allowable costs incurred under this Agreement. DES will not reimburse ACT for costs exceeding the amount specified in this paragraph.
6. The ACT agree to utilize funds for the purpose of acquiring a conservation easement on two parcels of land owned by Jean Chamberlin, a 25.85-acre parcel of land located on Ammonoosuc Street in the Town of Haverhill, County of Grafton, State of New Hampshire, identified on the Haverhill tax records as Map 101 Lots 101, 111; and a 10-acre parcel of land located on Abbott Avenue in the Town of Bath, County of Grafton, State of New Hampshire, identified on the Bath tax records as Map 16 Lot 65 (hereinafter: the "Properties.") This Agreement shall be performed in accordance with New Hampshire RSA 482-A; all applicable sections of the Administrative Rules, Env-Wt 100-800, and all other pertinent New Hampshire laws.
7. The ACT shall use their grant funds to acquire a conservation easement for the Properties.
8. As Grantee of the Conservation Easement on the Properties, the ACT accepts the following conditions or restrictions:
 - a. To utilize the funds herein provided by the State of New Hampshire, acting through DES, for the acquisition and recordation of a conservation easement on the Properties as soon as possible, time being of the essence. The project shall be completed by December 31, 2025.
 - b. To limit the use of the Properties as hereinafter defined to conservation purposes in perpetuity.
 - c. That the Properties acquired through this project will be monitored by ACT on an annual basis in

Contractor Initials

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Date 10-28-19

accordance with the *Standards and Practices* for stewardship of the Land Trust Alliance, to ensure that the terms of the Conservation Easements are being adhered to, and to ensure that no actions are occurring which could be detrimental to the conservation attributes of the Properties. The ACT agrees to submit a copy of the annual monitoring report to DES to document the actions taken.

- d. That the ACT agrees to place a sign, subject to its acceptability to the Landowner, at a prominent location on or near the Properties. The sign should contain as a minimum the DES logo and the following statement: "This Property has been protected with assistance from the New Hampshire Aquatic Resource Mitigation Fund." Should the DES sign be damaged or destroyed, the ACT agrees to work with the Department to repair or replace it with identical signage and to share any costs associated with that repair or replacement to the extent reasonably practicable. The ACT also agrees that where significant signage is placed at major access points, the ARM Fund program will be identified as a contributing partner to the acquisition of easement interests and the long-term protection of the Properties.
- e. To return to DES ARM Fund Program any funds herein provided to the extent of any loss due to any title that proves to be less than clear and marketable for all properties protected under this contract.
- f. To return to DES ARM Fund Program any funds if the ACT fails to complete the Conservation Easement acquisitions.
- g. That all public access provided for in the terms of the Conservation Easements will be in accordance with all federal and state policies of non-discrimination in public accommodation.

EXHIBIT A
SCOPE OF SERVICES

A component of the Haverhill project is to widen the existing riparian buffers and increase long-term riparian tree cover. The work proposed is to plant 1.5 acres of riparian lands with native trees and shrubs and restore wooded buffer widths to at least 50 feet. As proposed, the buffer planting includes almost 1-acre of supplemental planting, where native trees and shrubs will be planted at a lower density to complement existing native regeneration.

- A. Project Period: March 2020 through December 2025
- B. Objectives: Floodplain forest habitat will be protected and restored along approximately 1,500 linear feet of a tributary/backwater of the Ammonoosuc River on a 25.85-acre property in Haverhill, NH. The goal of the restoration is to provide a wooded buffer over time to protect bank stability, enhance wildlife and fishery habitat, increase runoff filtration, and improve water quality. Over the long-term, natural reforestation of the riparian forest buffer will be ensured with easement restrictions that will prevent clearing and long-term loss of riparian forest buffer.
- C. Scope of Work:
Task 1: Land Protection: The two properties will be protected by a conservation easement held by Ammonoosuc Conservation Trust that protects the property's wetland values and floodplain forest habitats.

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Date 10-28-19

Task 2: Restoration Preparation: Work will be done to develop planting and monitoring plans.

- a. A plant survey will be conducted to determine the presence of any rare species.
- b. A historic resources review may be conducted depending upon the State Historic Preservation Office (SHPO) guidelines.
- c. Develop a 5-year monitoring plan and planting map and provide to DES for review and approval with the ACOE.

Task 3: Riparian buffer establishment and plantings: Site preparation in the riparian buffer area to establish a 50-foot wide buffer with plantings.

- a. Establish a 50-foot riparian buffer along the river.
- b. Plant approximately 400 native shrubs and trees within the floodplain.
- c. Conduct an As-Built survey to document the final restoration work and includes a map delineating the geographic extent of the plantings, density, and species numbers.

Task 4: Annual monitoring of the restoration area for five years: Monitoring of the restoration site will be done in the late summer (following each growing season) every year.

- a. Field surveys will quantify the percent survival for the plantings by species, estimates of natural recruitment, and total coverage (plantings plus natural recruitment) and geographic extent of the restoration area.
- b. The monitoring report will summarize the monitoring surveys and report any remedial management activities that were needed (invasive removal).

D. Deliverable Schedule:

Task 1: Land Protection

October – December 2019: Haverhill and Bath conservation easement acquisitions and deed recordations.

Task 2: Restoration Preparation

February 2020: Submit final monitoring plan to NHDES.

Task 3: Riparian buffer establishment and plantings

May – September 2020: Site preparation and plantings in the riparian buffer.

December 2020: Submit an As-Built summary report to NHDES documenting the restoration activities that were completed and includes a map delineating the geographic extent of the plantings, density, and species numbers.

Task 4: Annual monitoring of the restoration area for five years: Submit annual Monitoring Reports that quantify planting survival, natural recruitment, and total coverage of riparian plants in the restoration area, and reports any remedial activities that were needed (e.g. invasive removal).

December 2021: Year 1 monitoring report submitted to NHDES

December 2022: Year 2 monitoring report submitted to NHDES

December 2023: Year 3 monitoring report submitted to NHDES

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Date

10-28-19

December 2024: Year 4 monitoring report submitted to NHDES
December 2025: Year 5 monitoring report submitted to NHDES

EXHIBIT B
BUDGET & PAYMENT METHOD

ACT shall submit requests for payment after completing each task. Upon receipt and approval by DES of the invoices, DES shall issue payment to ACT in accordance with the following:

Task	Budget
Task 1: Land Protection for Haverhill and Bath Parcels	
Conservation Easement acquisition for land in Haverhill:	\$24,175
Conservation Easement acquisition for land in Bath: Receipt of/Recordation of conservation easement, project administration and management.	\$35,000
Task 2: Restoration Preparation	\$1,500
Develop the planting and monitoring plans.	
Task 3: Riparian buffer establishment and plantings	\$3,025
Site preparation to establish the 50-foot wide buffer, plant 400 native trees and shrubs along the backwater, perform an As-Built survey and document the completed restoration work.	
Task 4: Annual monitoring of the restoration area for five years	\$1,500
2021 Monitoring surveys and report	
2022 Monitoring surveys and report	
2023 Monitoring surveys and report	
2024 Monitoring surveys and report	
2025 Monitoring surveys and report	
TOTAL DES ARM FUNDS	\$65,200
<u>Total amount to be authorized following approval by the Governor and Executive Council:</u>	<u>\$65,200.</u>

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

Contractor Initials LAB
Date 10-28-19

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

The billing address shall be as follows:

NH Department of Environmental Services
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095
ATTN: Lori Sommer, Wetlands Bureau

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

EXHIBIT C
SPECIAL PROVISIONS

This section is intentionally left blank.

Contractor Initials LS
Date 10-28-19

CERTIFICATE of AUTHORITY

I, Marilyn Booth, President of the Ammonoosuc Conservation Trust, do hereby certify that:

- 1. I am the duly elected President;
- 2. At the meeting held on March 7, 2019 the Ammonoosuc Conservation Trust voted to accept ARM funds and to enter into a contract with the NH Department of Environmental Services;
- 3. The Ammonoosuc Conservation Trust further authorized the Executive Director to execute any documents which may be necessary for this contract;
- 4. This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- 5. The following person has been appointed to and now occupies the office indicated in (3) above:

Rebecca Brown, Executive Director

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the Ammonoosuc Conservation Trust, on this date 10/28/2019.

Marilyn Booth _____ President _____
Title

STATE OF NEW HAMPSHIRE

County of Grafton

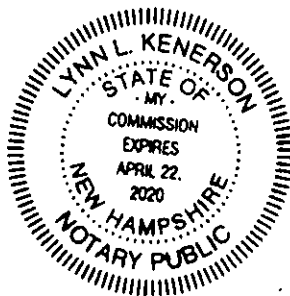
On this the 28 day of October, before me Lynn Kenerson
(Notary Public)

the undersigned officer, personally appeared Marilyn Booth who acknowledged herself to be the President of the Organization being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

Lynn Kenerson
(Notary Public Signature)

Commission Expiration Date:
(Seal)



State of New Hampshire

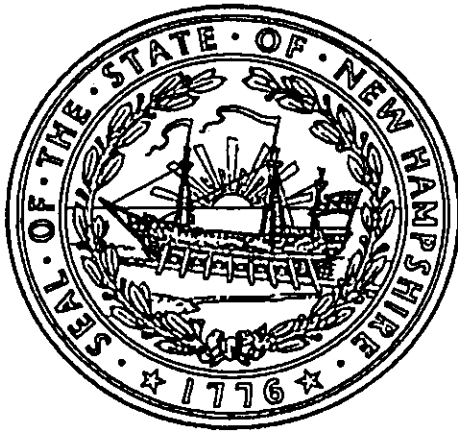
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that AMMONOOSUC CONSERVATION TRUST ("ACT") is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 18, 2000. 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: 337728

Certificate Number: 0004591447



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 September A.D. 2019.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/15/2019

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).

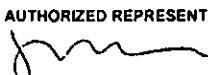
PRODUCER License # 0C36861 Chantilly-Alliant Ins Svc Inc. 4530 Watney Rd Ste 200 Chantilly, VA 20151-2285	CONTACT NAME: Edye Lewis PHONE (A/C, No, Ext): (703) 397-0977 FAX (A/C, No): E-MAIL ADDRESS: edye.lewis@alliant.com
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Federal Insurance Company 20281 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Ammonoosuc Conservation Trust PO Box 191 729 Main St Franconia, NH 03580	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			35816136	11/30/2018	11/30/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			35816136	11/30/2018	11/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			7983-31-71	11/30/2018	11/30/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			71742167	11/30/2018	11/30/2019	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Grant: NH DES Aquatic Resource Mitigation Program

CERTIFICATE HOLDER NH Department of Environmental Services Attn: Lori Sommer, DES Wetlands Bureau 29 Hazen Drive, PO Box 95 Concord, NH 03302-0095	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/15/2019

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PRODUCER License # 0C36861 Chantilly-Alliant Ins Svc Inc. 4530 Walney Rd Ste 200 Chantilly, VA 20151-2285	CONTACT NAME: Edye Lewis PHONE (A/C, No, Ext): (703) 397-0977 FAX (A/C, No): E-MAIL ADDRESS: edye.lewis@alliant.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

INSURED

Ammonoosuc Conservation Trust
 PO Box 191
 729 Main St
 Franconia, NH 03580

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A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			35816136	11/30/2019	11/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
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**Attachment A
2018 Aquatic Resource Mitigation Fund Grants**

Applications and Funding Amounts

Grant Applicant	Location/Town	Requested Funding Amount	Score	Approved for Funding
Jean Chamberlin North	Bath	\$35,000	45	Yes – full funding
Jean Chamberlin South	Haverhill	\$30,200	55	Yes – full funding
Neil Chamberlin Conservation Area	Bath	\$50,300	47	Yes – full funding
Child's Brook Habitat Restoration Project	Bath	\$45,000	22	No

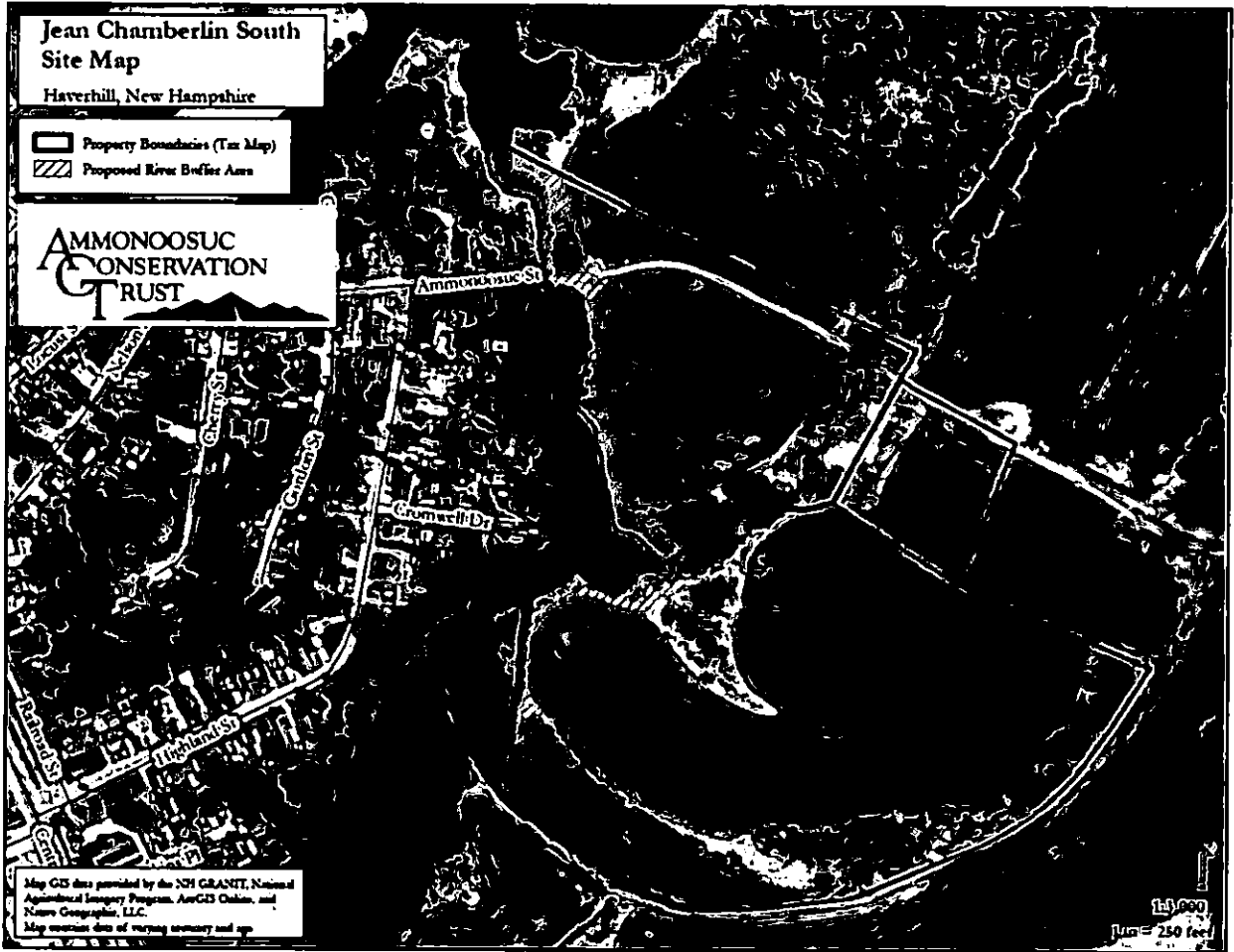
(Note: Each Committee member scores the projects and their scores are combined to create the total score.)

Site Selection Committee List

Name	Agency/Organization	Title	Years of Experience
Craig Rennie	NHDES, Land Resource Management Program	Land Resource Specialist	22
Pete Bowman	NH Dept. of Resources & Economic Development	Ecological Information Specialist	20
Michael Marchand	NH Fish and Game Department	Nongame and Endangered Species Coordinator	16
Stephen Walker	Office of Strategic Initiatives	CLSP Director	25
Peter Steckler	The Nature Conservancy	Director Freshwater Science & Conservation	16
Nancy Rendall	NH Association of Natural Scientists	Wetland Scientist	36
Rick Van de Poll	NH Association of Conservation Commissions	Town of Sandwich	40

ATTACHMENT B

Jean Chamberlin South Conservation Area/Haverhill



Jean Chamberlin North Conservation Area/Bath

