The State of New Hampshire JUN29'21 AM 9:59 RCVD

Department of Environmental Services

Robert R. Scott, Commissioner

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June 24, 2021

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 Moose Mountain Regional Greenways ("MMRG"), Union, NH (Vendor Code #158965-B001) in the amount of $275,000 for the purpose of conserving a 242-acre parcel of land and replacing two deficient stream crossings used for forestry in Milton, effective upon Governor and Council approval through December 1, 2026. 100% ARM Funds.

Funding is available in the following account.

	FY'22
03-44-44-442010-38710000-073-500581	$275,000

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 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 Salmon Falls – Piscataqua River watershed in February, 2020. The MMRG application was received and on November 12, 2020, DES

announced the decision to fund the MMRG project in the Salmon Falls – Piscataqua River watershed. The project proposed by the MMRG 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. A summary of the watershed balance as of June 18, 2021 is attached.

The MMRG will use the funds to project the 242-acre parcel that contains 10.5 acres of palustrine wetland with mixed forest composition and several small vernal pools. The property has 6,400 feet of streams, most of which is Lyman Brook, that provides habitat for brook trout. The uppermost slopes of Teneriffe Mountain support a Temperate ridge-cliff-talus natural community system comprised of a Pitch pine rocky ridge community (S1), Dry Appalachian oak forest (S3) and Chestnut oak forest/woodland (S1/S2). This may be the furthest north that chestnut oak has been documented in the state. Protecting the Teneriffe Mountain property will greatly contribute to landscape connectivity efforts by conserving a portion of the Hart Brook/Mount Teneriffe unfragmented block as described in the 2006 Land Conservation Plan for NH's Coastal Watersheds and the Moose Mountain Regional Greenways Conservation Action Plan. The project includes the replacement of two deficient stream crossings with open-bottom plank bridges to enhance stream connectivity for fish passage. 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.

Robert R. Scott, Commissioner

DEPARTMENT OF ENVIRONMENTAL SERVICES
WATER DIVISION/WETLANDS BUREAU
AQUATIC RESOURCE MITIGATION FUND

Supplemental information to Governor and Council request for grant agreements under RSA 482-A:29 and Admin. Rules Env-Wt 800 for the organization listed below:

This request will change the balance available for the grant as follows:

	Salmon Falls – Piscataqua River Watershed Balance
Funds as of June 18, 2021	$2,272,999
Grant Agreement This Request:	
Moose Mountain Regional Greenways	$275,000
Net Change	$275,000
Balance Available After G & C Approval	$1,997,999

Subject: Aquatic Resource Mitigation Fund Grant

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATIONS

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: Moose Mountain Regional Greenways		**1.4 Grantee Address** P.O. Box 191, Union, NH 03887	
1.5 Effective Date Upon G&C approval	**1.6 Completion Date** December 1, 2026	**1.7 Audit Date** N/A	**1.8 Grant Limitation** $275,000.00
1.9 Grant Officer for State Agency Lori Sommer, DES Wetlands Bureau		**1.10 State Agency Telephone Number** (603) 271-4059	
1.11 Grantee Signature		**1.12 Name & Title of Grantee Signor** Jillian Eldredge, Exec. Director	

1.13 Acknowledgment: State of NEW HAMPSHIRE, **County of** STRAFFORD

On 6/3/2021, 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) Pamela D. Kelley

1.13.2 Name & Title of ~~Notary Public~~ or Justice of the Peace

JUSTICE OF THE PEACE

My commission expires 12/5/23

1.14 State Agency Signature(s)	**1.15 Name/Title of State Agency Signor(s)** Robert R. Scott, Commissioner

1.16 Approval by Attorney General's Office (Form, Substance and Execution)

By: **Attorney, On:** 6/28/2021

1.17 Approval by the Governor and Council

By: **On:** / /

Contractor Initials
Date 6/3/2021

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"), pursuant to RSA 21-O, 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 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 in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the Effective Date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (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 B, attached hereto.

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

5.3 In accordance with the provisions set forth in EXHIBIT B, 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, compensation 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.

7. RECORDS AND ACCOUNTS.

7.1 Between the Effective Date and the date seven (7) years after the Completion Date 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, 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 or 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 general 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 such 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 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 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 OF 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

Contractor Initials
Date 6/3/2021

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.

12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall 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.

12.4 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 or employee of the Grantee and no representative, officer of 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 interests 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, worker'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 subgranteed by the Grantee other than as set forth in Exhibit A 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 of 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 AND BOND.

17.1 The Grantee shall, at its sole 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 worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $2,000,000 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. Each policy shall contain a clause prohibiting cancellation of modification of the policy earlier than ten (10) days after written notice has been received by the State.

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 or 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.

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.

Contractor Initials
Date 6/3/2021

EXHIBIT A
SCOPE OF SERVICES

A. Project Title:
Teneriffe Mountain Conservation and Restoration Project

B. Project Period:
January 1, 2021 through December 1, 2026

C. Grant Amount:
Total funds available for payment of allowable costs incurred under this Grant Agreement shall not exceed $275,000. The New Hampshire Department of Environmental Services (NHDES) Aquatic Resource Mitigation (ARM) Fund will not reimburse Moose Mountain Regional Greenways (CONTRACTOR) for costs exceeding the amount specified in this paragraph.

D. Effective Date and Commencement of Work:
This Grant Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Agreement ("Effective Date") and shall end on December 1, 2026. Any work performed by the CONTRACTOR prior to the Effective Date shall be at the **sole risk** of the CONTRACTOR. In the event this Grant Agreement does not become effective, NHDES shall be under no obligation to pay the CONTRACTOR 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 CONTRACTOR will acquire the 242-acre Teneriffe Mountain property in Milton, NH and protect the land and valuable aquatic resources in perpetuity through a conservation easement held by the Southeast Land Trust. The project will protect important fish and wildlife habitat, including 10.5 acres of palustrine wetland, several vernal pools, and 6,400 feet of streams, including portions of Lyman Brook that provides habitat for brook trout. The uppermost slopes of Teneriffe Mountain will be protected and support a Temperate ridge-cliff-talus natural community system comprised of a Pitch pine rocky ridge community, Dry Appalachian oak forest and Chestnut oak forest/woodland. Once the parcels have been acquired and placed under a conservation easement, two deficient stream crossings will be removed and replaced with open-bottom plank bridges to enhance stream connectivity for fish and wildlife passage.

F. Scope of Work:
The CONTRACTOR agrees to complete the following under this grant agreement with NHDES:

Task 1: Land acquisition and permanent protection
The State of New Hampshire, its successors and assigns, represented by NHDES, agree to grant the CONTRACTOR the amount of $268,058 for the purpose of acquiring a 242-acre parcel of land owned by Cheney Property Management Corporation and located in the Town of Milton, County of Strafford, State of New Hampshire, identified on the tax records as Map 26 Lot 8, Map 31 Lot 9, and Map 31 Lot 10 (PROPERTY). The CONTRACTOR shall use the $268,058 grant to acquire the fee interest with Southeast Land Trust to hold a conservation easement on the PROPERTY.

Contractor Initials_____
Date 04/3/2021

The CONTRACTOR agrees to complete the following tasks and abide by the following conditions or restrictions:

a. To utilize the funds herein provided by the State of New Hampshire, acting through NHDES, for the acquisition and recordation of a conservation easement on the PROPERTY as soon as possible, time being of the essence.

b. To utilize the funds herein provided by the State on New Hampshire, acting through NHDES, to defray in part the acquisition and associated transaction costs incurred in securing the PROPERTY.

c. To limit the use of the PROPERTY as hereinafter defined to conservation in perpetuity.

d. That the PROPERTY acquired through this project will be monitored on an annual basis in accordance with the *Standards and Practices* for stewardship of the Land Trust Alliance, to ensure that the terms of the Conservation Easement are being adhered to, and to ensure that no actions are occurring which could be detrimental to the conservation attributes of the PROPERTY. The CONTRACTOR agrees to submit a copy of the annual monitoring report to DES on December 31 of each year during the period performance of this contract to document the actions taken.

e. To return to NHDES 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 NHDES ARM Fund Program $268,058 if the CONTRACTOR fails to complete the PROPERTY acquisition.

g. That all public access provided for in the terms of the Conservation Easement will be in accordance with all federal and state policies of non-discrimination in public accommodation.

Task 2: Removal of deficient culverts and install plank bridges

The CONTRACTOR will work with the NHDES Wetlands permitting staff to finalize the design, construction timeline and conditions, and submit a Wetlands Permit in Spring 2021 for the new plank bridges. The CONTRACTOR will contact the NHDES Wetlands Bureau Mitigation staff prior to starting any work under this task to notify of the date on which work under this agreement is expected to start. The CONTRACTOR will replace the two pipe culverts with plank bridges that are 4'-6' wide, and have 8' long concrete block abutments placed on a bed of erosion stone. Two wooden planks will be bolted together and secured to the concrete blocks so there is a 2-3 inch gap in the middle of the bridge that will be covered with a grate to allow sunlight and encourage wildlife passage. Work under this task incudes design and permitting, site preparation and mobilization, removal of the old pipes, installation of the new plank bridges, bank stabilization, and demobilization. The CONTRACTOR will supervise the construction and submit a report to the NHDES Wetlands Bureau Mitigation staff within 60 days of construction that will include a summary of the activities completed and photos of the new bridges.

Task 3: Performance monitoring and long-term maintenance

The CONTRACTOR will provide information to the NHDES Wetlands Bureau Mitigation staff annually on the status of the new bridges on December 31 of each year between 2022 and 2026 with photo

Contractor Initials_____
Date 03/2021

documentation and/or narratives that include whether any damage has occurred, there is erosion and scour to the streambed and banks, or water quality issues. The NHDES Wetlands Bureau staff will survey the new plank bridges annually between 2022 and 2026 and provide summary reports to the CONTRACTOR. The CONTRACTOR, NHDES, and project partners will collaboratively review the monitoring results on an annual basis, to evaluate whether the site is maintaining fish and wildlife passage. The CONTRACTOR will be responsible for the maintenance of the new plank bridges. Based upon review of the monitoring results, the CONTRACTOR will develop a plan and implement remedial actions if necessary for the site to maintain fish passage.

Task 4: Sign for public information

The CONTRACTOR agrees to place a sign at a prominent location on or near the PROPERTY. The sign should contain as a minimum the NHDES logo and the following statement: "This project has been completed with assistance from the New Hampshire Aquatic Resource Mitigation Fund." Should the NHDES sign be damaged or destroyed, the CONTRACTOR agrees to work with NHDES to repair or replace it with identical signage and to share any costs associated with that repair or replacement to the extent reasonably practicable.

G. Deliverable Schedule:

Task	Deliverable	Due Date
1	Land acquisition and conservation easement as recorded in the PROPERTY deed	April 1, 2022
2	Installation of new plank bridges and final construction report	December 1, 2022
3	Annual monitoring report review and correspondence (NHDES)	December 31 of 2022, 2023, 2024, 2025, and 2026
3	Annual report on the status of the new bridge	December 31 of 2022, 2023, 2024, 2025, and 2026
4	Photos of sign posted at the site	December 1, 2026

H. Project Monitoring:

The CONTRACTOR shall allow NHDES unrestricted access to the PROPERTY involved in the project. NHDES will monitor the PROPERTY on an annual basis between summer 2022 and summer 2026 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 refer any deficiencies observed to the CONTRACTOR to address.

Contractor Initials____
Date 6/3/2021

EXHIBIT B
BUDGET & PAYMENT METHOD

The CONTRACTOR 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 CONTRACTOR in accordance with the following:

	Budget	Payment Method
Task 1: Land acquisition and permanent protection	**$268,058**	**Available at closing**
Task 2: Removal of deficient culverts and install plank bridges	**$6,442**	**Upon completion**
Task 3: Task 3: Performance monitoring and long-term maintenance	**$0 (cash match)**	**Upon completion**
Task 4: Sign for public information	**$500**	**Upon completion**
TOTAL NHDES ARM FUNDS	**$275,000**	
Total amount to be authorized following approval by the Governor and Executive Council:	**$275,000**	

Payments shall be made by NHDES to the CONTRACTOR upon approval of stated deliverables and verification of the value of completed work through submittal of invoices for services rendered. NHDES will pay the CONTRACTOR 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: 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 KC
Date 6/3/2021

Certificate of Authority

I, (Nicole Csiszer), Board Chair of Moose Mountains Regional Greenways, do hereby certify that:

1. I am the duly elected Board Chair of Moose Mountains Regional Greenways
2. Moose Mountains Regional Greenways has agreed to accept the New Hampshire Department of Environmental Services' Aquatic Resource Mitigation Fund grant funds and sign a contract to amend a Grant Agreement with the New Hampshire Department of Environmental Services for the Teneriffe Mountain Forest Project in Milton, NH;
3. The Board of Moose Mountains Regional Greenways 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. **Jillian Eldredge** has been appointed to and now occupies the office indicated in (3) above:

IN WITNESS WHEREOF, I have hereunto set my hand as the Board Chair of Moose Mountains Regional Greenways, on May 24, 2021.

Nicole Csiszer

Nicole Csiszer, Board Chair

STATE OF NEW HAMPSHIRE

COUNTY OF CARROLL

On this 24th day of May, before me James P. Cowles Justice of the Peace (~~notary public~~) the undersigned officer, personally appeared Nicole Csiszer who acknowledged her to be the Board Chair of the Organization being authorized to so do, executed the foregoing instrument for the purpose therein contained.

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

SEAL

James P. Cowles
~~Notary Public~~ Signature
Justice of the Peace
My comm exp: 3/27/24

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 MOOSE MOUNTAINS REGIONAL GREENWAYS is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 04, 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: **337198**

Certificate Number: **0005341014**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 6th day of April A.D. 2021.

William M. Gardner
Secretary of State

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/08/2021

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
The Frank Massin Agency Inc
32 NH Rte 119
P.O. Box 430
Fitzwilliam NH 03447

CONTACT NAME: Fitzwilliam Account
PHONE (A/C, No, Ext): (603) 585-3411 FAX (A/C, No): (603) 585-3413
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Ins Co	
INSURER B: Ohio Security Insurance	24082
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Moose Mountains Regional Greenways Inc.
PO Box 191
Union NH 03887

COVERAGES CERTIFICATE NUMBER: 2021-2022 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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK2209903	12/01/2020	12/01/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		XWS59353041	01/05/2021	01/05/2022	[X] 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)

Nonprofit land conservation organization. NH State Statutory.

CERTIFICATE HOLDER

NH Department of Environmental Services
Attn: Lori Sommer
PO Box 95
Concord NH 03302

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

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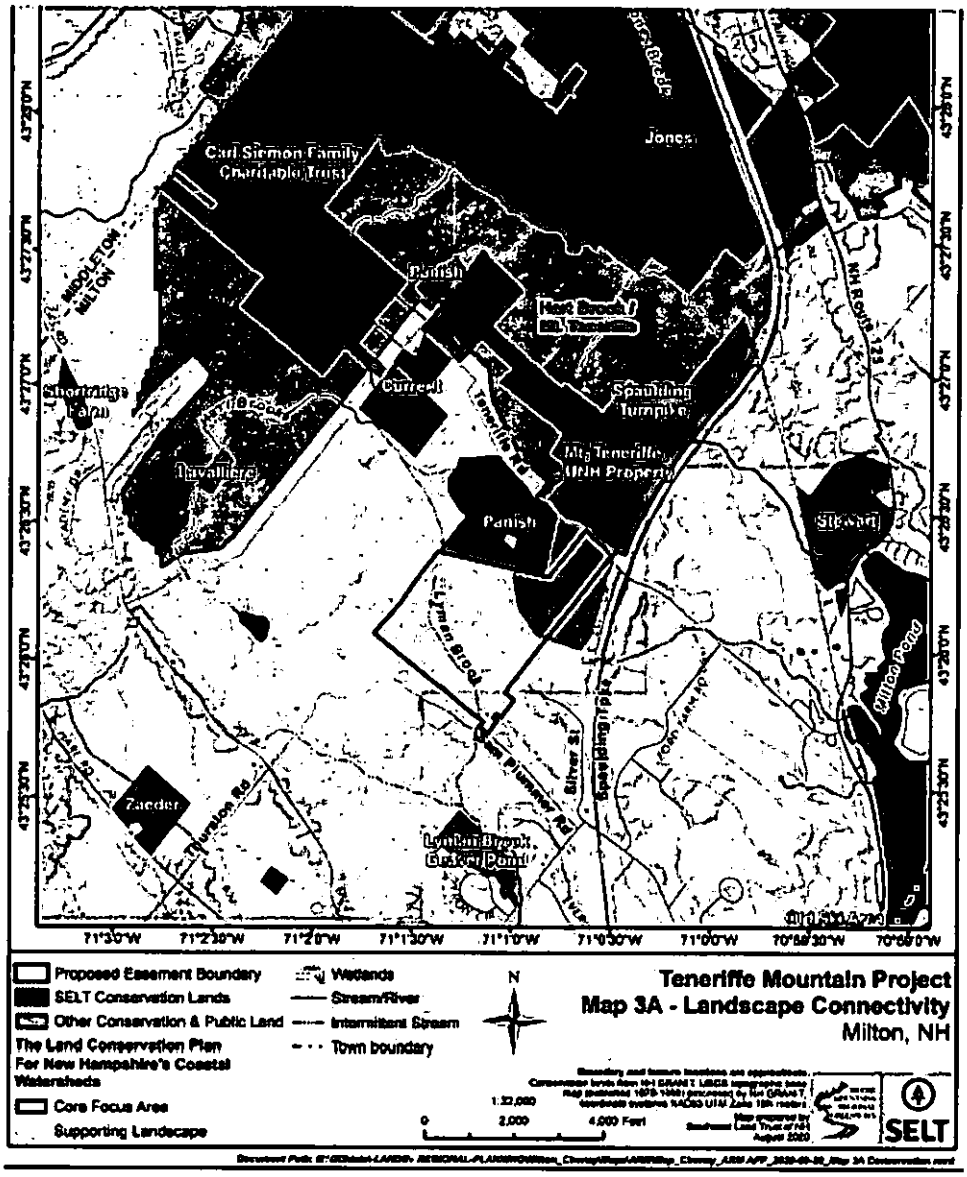
ATTACHMENT A
2020 Aquatic Resource Mitigation Fund Grants

Applications and Funding Amounts

Grant Applicant	Location/Town	Requested Funding Amount	Score	Approved for Funding
Southeast Land Trust	Barrington & Strafford	$400,000	52	Yes – full funding
Moose Mountain Regional Greenways	Milton	$275,000	59	Yes – full funding
Society for the Protection of New Hampshire Forests	Hampton Falls	$40,000	41	Yes – full funding
Bear-Paw Regional Greenways	Strafford	$74,000	50	Yes – full funding
Town of Newington	Newington	$120,000	19	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
Peter Bowman	NH Dept. of Resources & Economic Development	Ecological Information Specialist	22
Michael Marchand	NH Fish and Game Department	Nongame and Endangered Species Coordinator	18
Peter Steckler	The Nature Conservancy	Director Freshwater Science & Conservation	18
Michael Burke	NH Rivers Council/ American Rivers	Water Resources Engineer	16
Tracy Tarr	NH Association of Natural Scientists	Wetland Scientist	20
Stephen Walker	Office of Strategic Initiatives	CLSP Director	27

ATTACHMENT B
TENERIFFE MOUNTAIN PROJECT/MILTON