



The State of New Hampshire  
**Department of Environmental Services**

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**Robert R. Scott, Commissioner**

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March 22, 2023

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 Town of Londonderry, NH (VC# 177430-B002) in the amount of \$500,000 for the purpose of conserving 54-acres and restoring wetland functions on a parcel of land in Londonderry, effective upon G&C approval through December 1, 2028. 100% ARM Funds.

Funding is available in the account as follows:

03-44-44-442010-38710000-073-500580	<u>FY 23</u>
Dept. Environmental Services, In-Lieu Wetland Mitigation, Grants Non – Federal	\$500,000

**EXPLANATION**

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

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

The Department issued the request for proposals for ARM Funds available in the Merrimack River watershed in February, 2022. The Town of Londonderry application was one of six applications received and on November 7, 2023, NHDES announced the decision to fund the Lithia Springs project. The review of the award by the Army Corps of Engineers and the New Hampshire Wetland Council resulted in full support of the recommendation. Attachment A notes the ARM Site Selection Committee members involved in the decision.

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

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The Lithia Springs project will protect high-value aquatic resources and their upland buffers. The Town will use grant funds to acquire and permanently protect 54 acres of diverse wetland habitats and upland buffers on Nesenkeag Brook in southwest Londonderry. The property includes a large section of the highest ranked habitat for the State and the wildlife and aquatic corridor that depends on the Nesenkeag Brook. The aquatic resources to be protected within the conservation easement include 2,209 feet of stream frontage on Nesenkeag Brook as well as 3 vernal pools, 4 distinct wetlands of varying types totaling 18.2 acres, and a low transmissivity aquifer. Lithia Spring lies within the Pennichuck waterworks, which serves 87,923 people. ARM funds will also support wetland restoration in the southwest corner of the property to reconnect currently fragmented Tier 1 wetland habitat. The conservation easement will be granted to the Society for the Protection of New Hampshire Forests. The parcel builds upon existing landscape connectivity efforts in the region. 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.



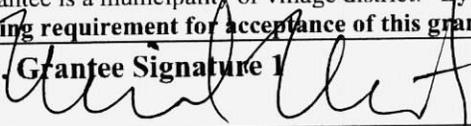
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Robert R. Scott, Commissioner

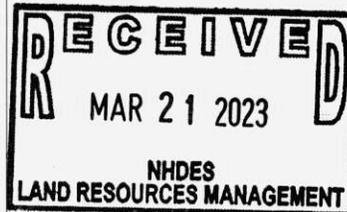
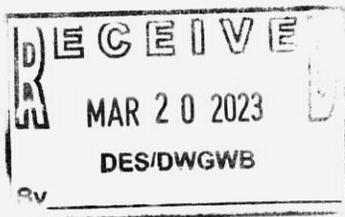
GRANT AGREEMENT

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

1. Identification and Definitions.

<b>1.1. State Agency Name</b> NH Department of Environmental Services		<b>1.2. State Agency Address</b> 29 Hazen Drive, Concord NH 03302-0095	
<b>1.3. Grantee Name</b> Town of Londonderry		<b>1.4. Grantee Address</b> 268 B Mammoth Road, Londonderry, NH 03053	
<b>1.5 Grantee Phone #</b> (603) 548-6966	<b>1.6. Account Number</b> 03-44-44-442010- 38710000-073-500580	<b>1.7. Completion Date</b> 12/1/2028	<b>1.8. Grant Limitation</b> \$500,000
<b>1.9. Grant Officer for State Agency</b> Emily Nichols		<b>1.10. State Agency Telephone Number</b> (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."			
<b>1.11. Grantee Signature 1</b> 		<b>1.12. Name &amp; Title of Grantee Signor 1</b> Michael Malaguti, Town Manager	
<b>Grantee Signature 2</b>		<b>Name &amp; Title of Grantee Signor 2</b>	
<b>Grantee Signature 3</b>		<b>Name &amp; Title of Grantee Signor 3</b>	
<b>1.13 State Agency Signature(s)</b> 		<b>1.14. Name &amp; Title of State Agency Signor(s)</b> Robert R. Scott, Commissioner	
<b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>			
By: 		Assistant Attorney General, On: 3/28/2023	
<b>1.16. Approval by Governor and Council (if applicable)</b>			
By:		On: / /	

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



3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date 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.
- 12.4. CONFLICT OF INTEREST. No officer, member of employe 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 assigns. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
  22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
  23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
  24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Grantee Initials MTU  
 Date 3/7/23

**EXHIBIT A**  
**SPECIAL TERMS AND CONDITIONS**

This section is intentionally left blank.

**EXHIBIT B**  
**SCOPE OF SERVICES**

**A. Project Title:**

Lithia Springs Conservation and Restoration Project

**B. Project Period:**

January 1, 2023 through December 1, 2028

**C. Grant Amount:**

Total funds available for payment of allowable costs incurred under this Grant Agreement shall not exceed \$500,000. The New Hampshire Department of Environmental Services (NHDES) Aquatic Resource Mitigation (ARM) Fund will not reimburse the Town of Londonderry (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 1, 2028. Any work performed by the GRANTEE prior to the Effective Date shall be at the **sole risk** of the GRANTEE. In the event this Grant Agreement does not become effective, NHDES shall be under no obligation to pay the GRANTEE for any costs incurred or work performed; however, if this Agreement becomes effective, costs incurred prior to the Effective Date that would otherwise be allowable are eligible for payment under the terms of this Agreement.

**E. Objectives:**

The GRANTEE will acquire the 54-acre Lithia Springs property in Londonderry, NH and protect the land and valuable aquatic resources in perpetuity through a conservation easement held by the Society for the Protection of New Hampshire Forests. The project will protect important aquatic resources including 2,209 feet of stream frontage on Nesenkeag Brook as well as 3 vernal pools, 4 distinct wetlands of varying types totaling 18.2 acres, and a low transmissivity aquifer. Lithia Spring includes a large section of the highest ranked habitat for the state of NH and the wildlife and aquatic corridor that depends on the Nesenkeag Brook. The parcel and surrounding area are known to have crucial plant, animal, amphibian, and reptile species for the state. Once the parcel has been acquired and placed under a conservation easement, wetland restoration in the southwest corner of the property will occur to reconnect fragmented Tier 1 wetland habitat.

**F. Scope of Work:**

The GRANTEE 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 GRANTEE the amount of up to \$500,000 for the purpose of acquiring a 54-acre parcel of land owned by Wayland C. Elwood, Trustee of the Wayland H. Elwood Trust, Dated May 12, 2008, Pamela Hills, and Ronald Lawrence located in the Town of Londonderry, County of Rockingham, State of New Hampshire, identified on the tax records as Map 02 Lot 22 (PROPERTY). The GRANTEE shall use the \$500,000 grant to acquire and establish a conservation easement on the PROPERTY to be held by the Society for the Protection of New Hampshire.

The GRANTEE 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 GRANTEE 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 \$500,000 if the GRANTEE 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: Wetland Restoration

The GRANTEE will work with the NHDES Wetlands Bureau Mitigation to finalize the design, construction timeline, sequence, and conditions for the wetland restoration. All required federal, state, and local permits and approvals shall be obtained prior to any restoration work. The GRANTEE 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 goal of the restoration task is to restore hydrologic and biologic connection between the eastern and western portions of Wetland 2 on the property. Restoration will enhance and increase functions that currently supported by the scrub-shrub wetland complex including Groundwater Recharge/Discharge, Flood-flow Alteration,

Sediment/Toxicant/Pathogen Retention, Nutrient Removal/Retention Transformation, Production Export, Wildlife Habitat and Ecological Integrity as principal functions. All wetland restoration work will be overseen by a NH Certified Wetland Scientist. Work under this task includes design, permitting (if applicable), site preparation and mobilization, removal of fill material, slope and wetland planting and stabilization, and demobilization. The GRANTEE shall retain a NH Certified Wetland Scientist to supervise the construction and prepare 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 restored area.

**Task 3: Performance monitoring and long-term maintenance**

The GRANTEE will provide information to the NHDES Wetlands Bureau Mitigation staff annually on the status of the conservation parcel and restoration areas on December 31 of each year between 2024 and 2028 with photo documentation and/or narratives that include whether any damage has occurred, presence/absence of erosion and invasive species within restoration area, or water quality issues. The GRANTEE and NHDES Wetlands Bureau staff will survey the restoration area annually between 2024 and 2028 and prepare summary reports. The GRANTEE, NHDES, and project partners will collaboratively review the monitoring results on an annual basis, to evaluate whether the site is maintaining target wetland functions. The GRANTEE will be responsible for the maintenance of the restoration areas. Based upon review of the monitoring results, the GRANTEE will develop a plan and implement remedial actions if necessary for the site.

**Task 4: Sign for public information**

The GRANTEE 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 GRANTEE agrees to work with NHDES to repair or replace it with identical signage and to share any costs associated with that repair or replacement to the extent reasonably practicable.

**G. Deliverable Schedule:**

Task	Deliverable	Due Date
1	Land acquisition and conservation easement as recorded in the PROPERTY deed	December 1, 2024
2	Wetlands Restoration	December 1, 2024
3	Annual monitoring report review and correspondence (NHDES)	December 31 of 2024, 2025, 2026, 2027, and 2028
4	Photos of sign posted at the site	December 1, 2024

**H. Project Monitoring:**

The GRANTEE shall allow NHDES unrestricted access to the PROPERTY involved in the project. NHDES will monitor the PROPERTY on an annual basis between summer 2024 and summer 2028 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 GRANTEE to address.

Grantee Initials WJH  
 Date 3/7/23

**EXHIBIT C**  
**BUDGET & PAYMENT METHOD**

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

Budgeted amounts by Task are estimated. The Grantee is authorized to move funds between Tasks based on actual expenses incurred by Task with an award amount not to exceed \$500,000.

	<b><u>Budget</u></b>	<b><u>Payment Method</u></b>
<b>Task 1: Land acquisition and permanent protection</b>	<b>\$500,000</b>	<b>Available at closing</b>
<b>Task 2: Wetlands Restoration</b>	<b>\$0 (cash match)</b>	<b>Upon completion</b>
<b>Task 3: Performance monitoring and long-term maintenance</b>	<b>\$0 (cash match)</b>	<b>Upon completion</b>
<b>Task 4: Sign for public information</b>	<b>\$0 (cash match)</b>	<b>Upon completion</b>
<b>TOTAL NHDES ARM FUNDS</b>	<b>\$500,000</b>	
<b><u>Total amount to be authorized following approval by the Governor and Executive Council:</u></b>	<b><u>\$500,000</u></b>	

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

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

The billing address shall be as follows:

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

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

## CERTIFICATION OF VOTE OF AUTHORIZATION

I, Sherry Farrell, Londonderry Town Clerk, do hereby certify that at a meeting held on January 9, 2023, the Londonderry Town Council voted to enter into an Aquatic Resource Mitigation (ARM) Fund grant agreement with the New Hampshire Department of Environmental Services and into a Land & Community Heritage Program (LCHIP) grant agreement for the Lithia Spring project in Londonderry, NH.

The Londonderry Town Council further authorized Michael Malaguti, Londonderry Town Manager, to execute any documents which may be necessary for this contract.

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

In witness whereof, I have hereunto set my hand as Sherry Farrell, Londonderry Town Clerk, on this date the 10 day of January, 2023.

Sherry Farrell  
signature

January 10, 2023  
date

On this date, January 10 2023, Sherry Farrell, Londonderry Town Clerk, personally appeared before me, the undersigned notary public officer, who acknowledged Sherry Farrell to be the Londonderry Town Clerk being authorized to do so, executed the foregoing instrument for the purpose therein contained.

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

Kirby E. Brown  
notary public signature

January 10, 2023  
date

My Commission Expires

June 19, 2024





## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

<b>Participating Member:</b> Town of Londonderry 268B Mammoth Road Londonderry, NH 03053	<b>Member Number:</b> 224	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2022	7/1/2023	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input checked="" type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2022	7/1/2023	Combined Single Limit (Each Accident)	\$ 5,000,000
			Aggregate	\$ 5,000,000
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$ 2,000,000
			Disease – Each Employee	\$ 2,000,000
			Disease – Policy Limit	
<input checked="" type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>	7/1/2022	7/1/2023	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000

**Description:** Proof of Primex Member coverage only.

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	Primex <sup>3</sup> – NH Public Risk Management Exchange By: <i>Mary Beth Purcell</i> Date: 3/14/2023    mpurcell@nhprimex.org Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax
NH Department of Environmental Services Watershed Management Bureau 29 Hazen Drive, P.O. Box 95 Concord, NH 03302-0095			

**ATTACHMENT A**  
**2022 Aquatic Resource Mitigation Fund Grants**

**Applications and Funding Amounts in Merrimack Service Area**

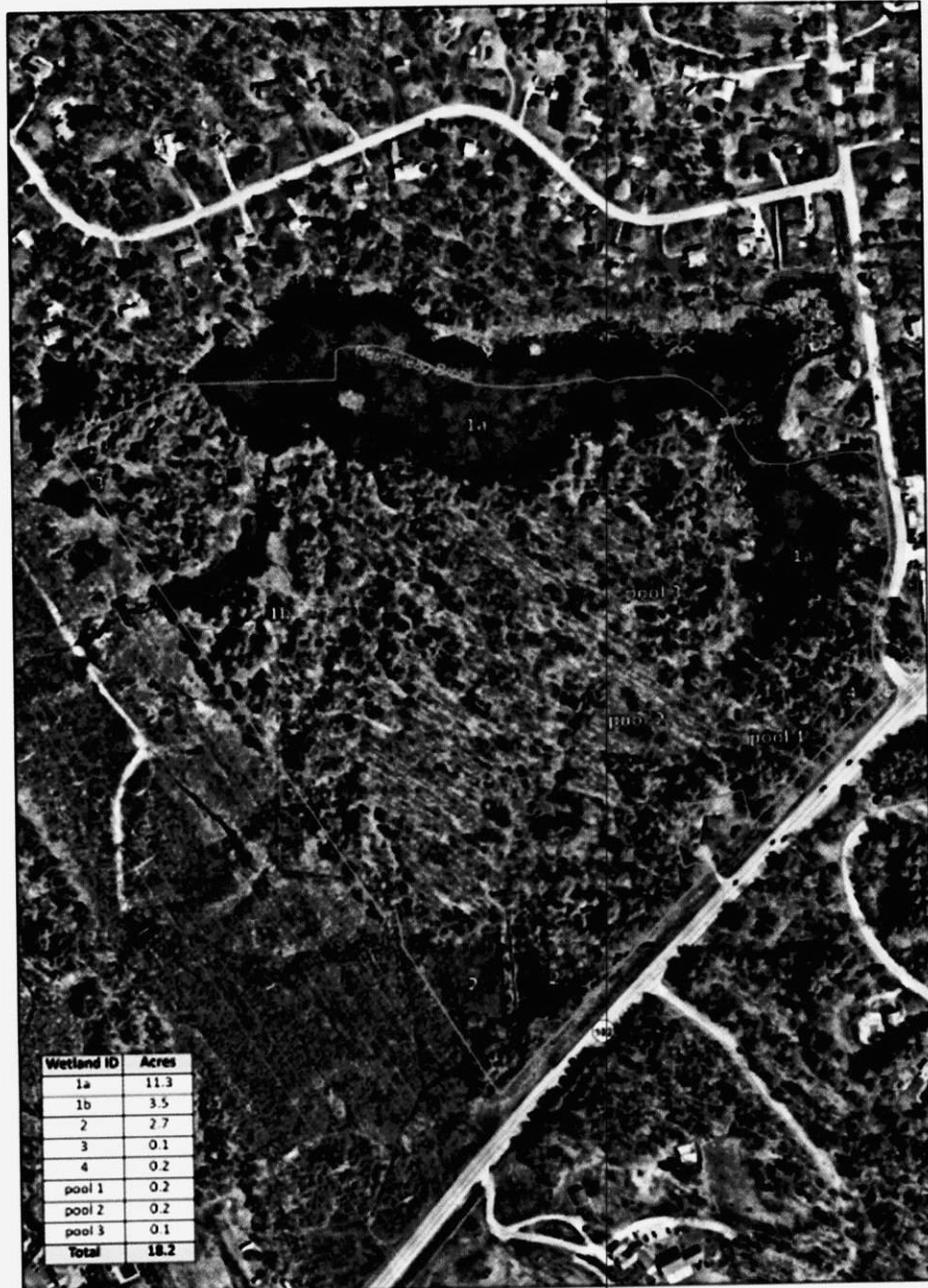
<b>Grant Applicant/Project</b>	<b>Town</b>	<b>Requested Funding Amount</b>	<b>Approved for Funding</b>
Trout Unlimited/ Brennan Brook Dam Removal	Francestown	\$202,730	Yes – full funding
Town of Londonderry/Lithia Spring	Londonderry	\$500,000	Yes – full funding
The Conservation Fund/West Sawmill Town Forest Expansion	Atkinson	\$150,000	Yes – full funding
The Nature Conservancy/Whitcomb-Powwow River	Kingston	\$200,000	Yes – full funding
Francestown Land Trust/Wyatt Birch Farm	Francestown	\$102,150	Yes – declined funding
Piscataqua Land Conservancy/Clarkridge Conservation Easement	Goffstown	\$300,000	Yes- full funding

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

**Site Selection Committee Voting List**

<b>Name</b>	<b>Agency/Organization</b>	<b>Title</b>	<b>Years of Experience</b>
Peter Bowman	NH Dept. of Resources & Economic Development	Ecological Information Specialist	24
Michael Marchand	NH Fish and Game Department	Nongame and Endangered Species Coordinator	20
Michael Burke	NH Rivers Council/ American Rivers	Water Resources Engineer	18
Tracy Tarr	NH Association of Natural Scientists	Wetland Scientist	22
Bill Thomas	NH Department of Environmental Services Dam Bureau	River Restoration Coordinator	23

# ATTACHMENT B



Wetland ID	Acres
1a	11.3
1b	3.5
2	2.7
3	0.1
4	0.2
pool 1	0.2
pool 2	0.2
pool 3	0.1
<b>Total</b>	<b>18.2</b>

## Wetlands

Lithia Spring  
Londonderry, New Hampshire

Date Exported: 8/18/2022 2:36 PM



- Lithia Spring
- Wetland Boundary
- Wetland Restoration (6,820 sq ft)



Data Sources: Wetland boundaries from West Environmental, Inc. Parcel boundaries are from GRANIT. Background image is 2022 Nearmap imagery from the Town of Londonderry.