



The State of New Hampshire
Department of Environmental Services



Sam

Robert R. Scott, Commissioner

February 29, 2024

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

81A

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to award an Aquatic Resource Mitigation (ARM) Fund grant to Connecticut River Watershed Council, Inc, Greenfield, MA (dba Connecticut River Conservancy ("CRC')) (VC #161262-B001) in the amount of \$258,405 to protect and restore aquatic resource areas and functions in Fitzwilliam, NH, effective upon G&C approval through December 31, 2031. 100% ARM Funds.

Funding is available in the account as follows:

03-44-44-442010-38710000-073-500581	<u>FY' 24</u>
Dept. Environmental Services, In-Lieu Wetland Mitigation, Grants – Non – Federal	\$258,405

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 application.

The NHDES issued the request for proposals for ARM Funds available in the Lower Connecticut River watershed in February 2022. The CRC application was one of two applications received for this watershed and on November 7, 2023, NHDES announced the decision to fund the project. Due to the competitive nature of the 2022 grant round and limited available funding within the Lower Connecticut River Watershed, only partial funding was available for this project. The review of the award by the US 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. The Fitzwilliam Conservation Commission supports this restoration and preservation project.

The Stone Pond Dam Removal and Scott Brook Restoration Project will use ARM funds to remove the defunct Stone Pond Dam and restore the natural functions of Scott Brook, a tributary to the Millers River. The project includes the removal of the dam infrastructure, removal of approximately 12,000 cubic yards of nitrogen-laden sediment trapped upstream, removal/replacement of two undersized culverts under Templeton Turnpike and one undersized culvert with 100-year flood-accommodating stream crossings that allow for organism passage, and restoration of wildlife habitat in the disturbed areas. Stone Pond Dam has been rated as a severe barrier in the Aquatic Barrier Prioritization Tool and experiences regular flooding, which damages local roads and flushes pollutants like sediment and nutrients into the waterway. The primary focus of the project's design will include reestablishing fish passage and other aquatic organism passage by opening/reconnecting 3.4 miles of Scott Brook. Additional restoration goals include establishing a natural, consistent bank full width to restore geomorphic processes such as sediment transport, seeding the banks with natural species to restore the native riparian corridor throughout the site, and constructing stable floodplain benches to reduce the potential for future erosion and water quality degradation. The project will also remove nitrogen-laden legacy sediment accumulated behind the dam to reduce overall nutrient pollution in the system. Additionally, the restoration area and a 62-acre upstream parcel with frontage on Scott Brook will be permanently protected through a conservation easement.

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

We respectfully request your approval.

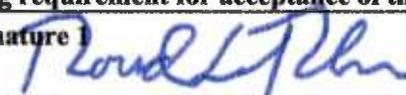
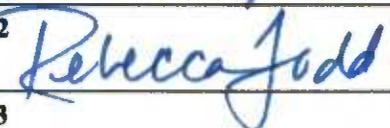
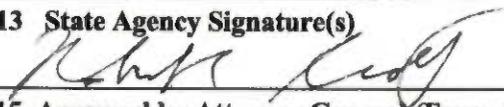


Robert R. Scott, Commissioner

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name NH Department of Environmental Services		1.2. State Agency Address 29 Hazen Drive, Concord NH 03302-0095	
1.3. Grantee Name Connecticut River Watershed Council (dba Connecticut River Conservancy)		1.4. Grantee Address 15 Bank Row, Greenfield, MA 01301	
1.5 Grantee Phone # (413) 772-2020	1.6. Account Number 03-44-44-442010-38710000-073-500581	1.7. Completion Date 12/31/2031	1.8. Grant Limitation \$258,405
1.9. Grant Officer for State Agency Emily Nichols		1.10. State Agency Telephone Number (603) 271-4059	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Ron Rhodes, Director of Restoration	
Grantee Signature 2 		Name & Title of Grantee Signor 2 Rebecca Todd, Executive Director	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Robert R. Scott, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: 		Assistant Attorney General, On: 3 / 13 / 2024	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

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

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

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

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

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

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

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

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

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

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

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.

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 of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials RET
Date 2-22-21

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT A
SPECIAL TERMS AND CONDITIONS

This section is intentionally left blank.

EXHIBIT B
SCOPE OF SERVICES

A. Project Title:

Stone Pond Dam Removal and Scott Brook Restoration Project

B. Project Period:

Upon Governor & Council Approval through December 31, 2031

C. Grant Amount:

Total funds available for payment of allowable costs incurred under this Grant Agreement shall not exceed \$258,405. The New Hampshire Department of Environmental Services (NHDES) will not reimburse the Connecticut River Watershed Council, Inc (dba Connecticut River Conservancy ("CRC")) (GRANTEE) for costs exceeding the amount specified in this paragraph.

D. Effective Date and Commencement of Work:

This Grant Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Agreement ("Effective Date") and shall end on December 31, 2031. 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 Stone Pond Dam Removal and Scott Brook Restoration Project objective is to remove the defunct Stone Pond Dam and restore the natural functions of Scott Brook, a tributary to the Millers River. The project includes the removal of the dam infrastructure, removal of approximately 12,000 cubic yards of nitrogen-laden sediment trapped upstream, removal/replacement of two undersized culverts under Templeton Turnpike and one undersized culvert with 100-year flood-accommodating stream crossings that allow for organism passage, and restoration of wildlife habitat in the disturbed areas. Stone Pond Dam has been rated as a severe barrier in the Aquatic Barrier Prioritization Tool and experiences regular flooding, which damages local roads and flushes pollutants like sediment and nutrients into the waterway. The primary focus of the project will be re-establishing fish passage and other aquatic organism passage. Additionally, the restoration area and a 62-acre upstream parcel with frontage on Scott Brook will be permanently protected through a conservation easement. The easement holder is to be determined. Until the required easement is granted and recorded, the restoration parcel and the 62-acre parcel will be subject to the project agreement in Appendix C.

F. Scope of Work:

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

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 \$258,405 for the purpose of aquatic resource restoration and permanent protection of the restored areas and upstream habitat. The subject parcels include establishing conservation easements on a 62-acre parcel of land and the 2-acre parcel of land where the dam is located, both properties owned by Eigentum NH LLS, located in the Town of Fitzwilliam, County of Cheshire, State of New Hampshire, identified on the tax records as Map 11 Lot 64 and Tax map 7 Lot 26 (the PROPERTY). The GRANTEE shall use ARM grant funds to restore aquatic organism passage and adjacent wetlands and establish a conservation easement on the PROPERTY. Until the easement is granted and recorded, the property will be subject to the agreement in Appendix C.

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 \$285,405 if the GRANTEE fails to complete the PROPERTY restoration and protect the PROPERTY in perpetuity.
- 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: Dam Removal and Scott Brook Restoration Design, Approvals and Technical Assistance

The GRANTEE is responsible obtaining all required federal, state, and local permits and approvals prior to any restoration work. The GRANTEE will coordinate with the NHDES Wetlands Bureau to schedule a pre-application meeting with permitting staff and obtain NHDES approval for the final design and construction timeline. The GRANTEE will work with NHDES to develop a Federal Mitigation Plan for approval by the United States Army Corps of Engineers (USACOE). The Federal Mitigation Plan shall meet the criteria outlined in 33 CFR 332.4(c) and establish the mitigation work plan, performance standards, monitoring requirements, long-term management plan, adaptive management plan, and financial assurance measures.

Task 3: Dam Removal and Restoration Implementation, Engineering Oversight, and As-Built Survey and Report

The GRANTEE and selected contractor(s) will participate in a pre-construction meeting before any site work begins that will include the ARM Fund Program, NHDES Dam Bureau, and project partners to review permit conditions and verify the construction timeline. During the pre-construction meeting the GRANTEE will designate a QUALIFIED PROFESSIONAL(S) (as defined in Env-Wt 802.06) with expertise in dam restoration to supervise and be on-site during construction to ensure that all work is constructed in accordance with the approved design plans and applicable permit conditions.

Within 60 days of construction completion, the GRANTEE will provide the ARM Fund Program with one P.E.-stamped as-built survey of the site to confirm as-built dimensions of any structures, locations of designated monitoring cross-sections, channel elevations for each cross-section, channel topography of the longitudinal profile bank stabilization and planting areas. The as-built survey will be accompanied by one P.E.-stamped as-built report. The as-built report will include dated/captioned photos at each monitoring cross-section and of the restored areas. The report will provide the status of any plantings and site stabilization measures.

Task 4: Performance Monitoring and Long-Term Management

The GRANTEE will provide geomorphic and biological monitoring and prepare summary reports for five years post-construction to determine whether the performance standards included in the Federal Mitigation Plan approved by USACOE have been successfully achieved. The GRANTEE, NHDES, and project partners will collaboratively review the monitoring results on an annual basis to evaluate whether the site is maintaining target wetland functions and meeting the performance standards. The GRANTEE will be responsible for the long-term maintenance of the restoration areas and development of adaptive management actions at the site if needed.

Task 5: Sign for Public Information

The GRANTEE agrees to place a sign at a prominent location on or near the PROPERTY. The sign should contain at 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 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 Protection mechanism as recorded in the PROPERTY DEED	December 31, 2031
2	Dam Removal and Scott Brook Restoration Design, Permits, and Federal Mitigation Plan Approval	December 1, 2025
3	Dam Removal & Restoration Implementation, and As-Built Survey and Report	December 1, 2026
4	Annual Monitoring Report and Long-Term Management	December of 2027 through 2031
5	Photos of Sign Posted at the Site	December 1, 2031

H. Project Monitoring:

The GRANTEE shall allow NHDES unrestricted access to the PROPERTY involved in the project. ARM Fund Program will monitor the PROPERTY on an annual basis for five consecutive years following construction completion to ensure the success of the activities taken and to ensure that no actions are occurring which could be detrimental to the attributes of the project. NHDES will refer any deficiencies observed to the GRANTEE to address.

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 \$258,405.

Task	Budget	Payment Method
Task 1: Permanent land protection	\$7,500	Upon Completion
Task 2: Dam Removal & Restoration Design and Permitting	\$ 40,000	Upon Completion
Task 3: Dam Removal and Restoration Implementation	\$172,905	Upon Completion
Task 4: Performance monitoring and contingency costs	\$ 38,000	Upon Completion
Task 5: Sign for public information	\$0	(cash match) Upon Completion
TOTAL NHDES ARM FUNDS	\$258,405	

Total amount to be authorized following approval by the Governor and Executive Council: _____

\$258,405

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

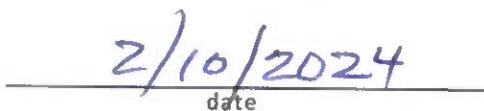
I, Bob Sproull, Chair of the Board of Trustees of the Connecticut River Watershed Council, dba Connecticut River Conservancy, do hereby certify that at a Board of Trustees meeting held on February 10, 2024, the Board of Trustees voted to enter into an Aquatic Resource Mitigation (ARM) Fund grant agreement with the New Hampshire Department of Environmental Services for the Stone Pond Dam Removal and Scott Brook Restoration Project in Fitzwilliam, NH.

The Board of Trustees further authorized Rebecca E. Todd, Executive Director, 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 Chair of the Board of Trustees, on this 10th day of February 2024.


signature


date

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CONNECTICUT RIVER WATERSHED COUNCIL, INC. is a Massachusetts Nonprofit Corporation registered to transact business in New Hampshire on September 24, 2004. 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: 490076

Certificate Number: 0006551375



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of January A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular outline.

David M. Scanlan
Secretary of State



CONNRIV-02

LELLET

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/28/2024

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 Alliant Insurance Services, Inc. 4530 Walney Rd Ste 200 Chantilly, VA 20151-2285	CONTACT NAME: Kyle Murphy	
	PHONE (A/C, No, Ext): (703) 547-6288	FAX (A/C, No):
E-MAIL ADDRESS: Kyle.Murphy@alliant.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Great Northern Insurance Company		20303
INSURER B: Federal Insurance Company		20281
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

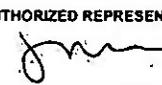
INSURED
 Connecticut River Watershed Council, Inc. DBA Connecticut River Conservancy
 15 Bank Row
 Greenfield, MA 01301-3511

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"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			3605-36-24 EUC	2/26/2024	2/26/2025	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 - COMPROP AGG \$ Included Host Liquor \$ 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			3605-36-24 EUC	2/26/2024	2/26/2025	COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			9364-88-81	2/26/2024	2/26/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ Aggregate \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	(25) 7176-53-48	2/26/2024	2/26/2025	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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 Aquatic Resource Mitigation Grant

CERTIFICATE HOLDER Aquatic Resource Mitigation Program Wetland Bureau Land Resources Management Water Division NH Department of Environmental Services PO Box 95 Concord, NH 03302-0095	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**ATTACHMENT A
2022 Aquatic Resource Mitigation Fund Grants**

Applications and Funding Amounts

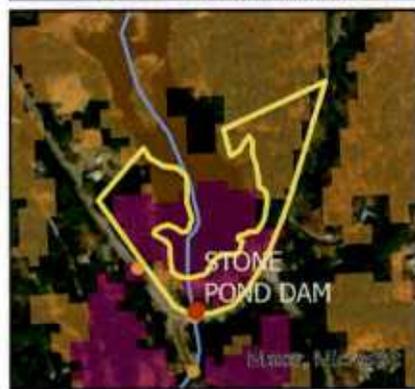
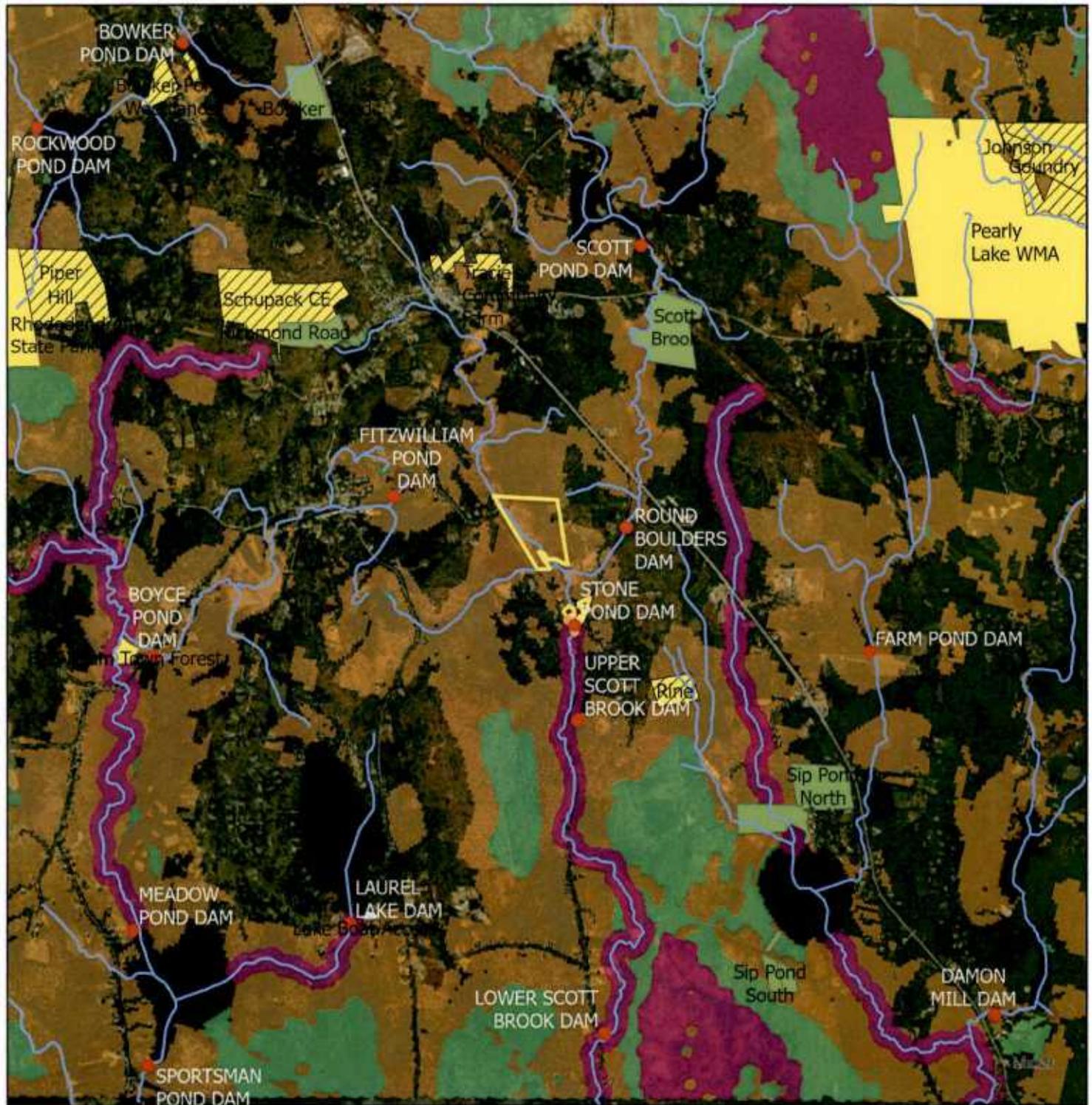
Grant Applicant/Project	Town	Requested Funding Amount	Approved for Funding
The Nature Conservancy/ Fiske Mill Dam Removal	Hinsdale	\$475,000	Yes – full funding
Connecticut River Conservancy/ Stone Pond Dam Removal and Scott Brook Restoration	Fitzwilliam	\$519,000	Yes- Partial funding of \$285,405

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

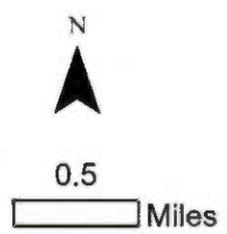
Site Selection Committee List

Name	Agency/Organization	Title	Years of Experience
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
Brian Hotz	Society for the Protection of NH Forests	Vice President for Land Conservation	27

Map 2 Wildlife Habitat and Landscape Connectivity - Stone Pond Dam Fitzwilliam, NH



- Dams
 - Culverts
 - Project Parcels
 - Rivers
 - Permanent Conservation Land
 - Unofficial Conservation Land
 - Unprotected Water Supply
 - Developed Public Land
 - Unknown
- Wildlife Action Plan Tiers**
- 1 Highest Ranked Habitat in New Hampshire
 - 2 Highest Ranked Habitat in Biological Region
 - 3 Supporting Landscapes





TOWN OF FITZWILLIAM
P.O. BOX 725
FITZWILLIAM, NH 03447
(603) 585-7723 Fax: (603) 585-7744
email: fitzwilliamnh@fitzwilliam-nh.gov

May 6, 2022

ARM Grant Selection Committee
c/o Lori Sommer, NH DES
29 Hazen Drive
Concord, NH 03002

RE: Stone Pond dam Aquatic Habitat Restoration Project

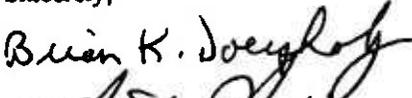
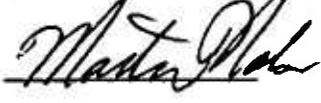
Dear Selection Committee,

The Town of Fitzwilliam is pleased to provide this letter of support for the ARM grant application submitted by the Connecticut River Conservancy (CRC) to remove the old Stone Pond dam, remove and upgrade the related Town-owned stream crossings, and ultimately conserve and donate related lands to the Town.

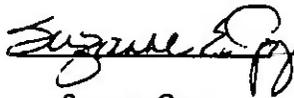
This joint effort by CRC, the dam owner and neighbors, the Town, plus state and federal agency partners will restore Scott Brook, provide an aquatic species travel corridor, remove invasive Buckthorn and Oriental Bittersweet and replace with native species, and help reduce regular, costly flooding on Templeton Turnpike. We strongly support this proposal, are committed to working with CRC and partners to ensure its successful completion and feel that this project is appropriately aligned to the goals of the Aquatic Resource Mitigation fund.

Thank you for your consideration. Please contact Debbie Favreau, Town Administrator, at 603-585-7723 or fitzwilliamnh@fitzwilliam-nh.gov if you have any questions.

Sincerely,

Brian Doerpholz
Selectboard Chair



Suzanne Gray
Planning Board Chair



Paul Kotila
Conservation Commission
Chair

Filing Fee: \$25.00

File No. 41

BUSINESS CERTIFICATE
COMMONWEALTH OF MASSACHUSETTS
CITY OF GREENFIELD

NEW FILING RENEWAL

DATE: 03/22/2021

In accordance with the provisions of Chapter One Hundred and Ten, Section Five of the Massachusetts General Laws, as amended, the undersigned hereby declare(s) that a business under the title:

Connecticut River Watershed Council Inc aka Connecticut River Conservancy

Conducted at: 15 Bank Row, Greenfield, MA 01301
(if this location is a residential rental property, a signed, dated letter of acknowledgement and approval by the owner(s) of the property must be filed with this Business Certificate)

by the following person(s) or corporation:

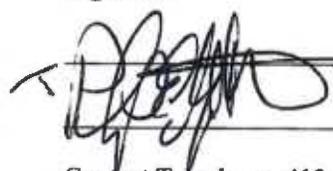
Full Name (print)

Residential Address

Connecticut River Watershed Council, Inc.

15 Bank Row

Signature



Type of Business: Nonprofit

Contact Telephone 413-772-2020 x203

Commonwealth of Massachusetts

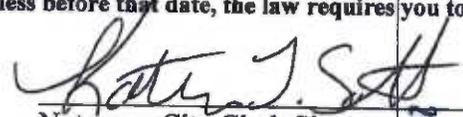
Franklin, ss

3/24 ~~2019~~ 2021

Then personally appeared the above-named Philip Edward Gilfeather Gordon and made an oath that the foregoing statement is true.

A certificate issued in accordance with this section shall be in force and effect for four (4) years from the date of issue and shall be renewed every four years thereafter so long as said business shall be conducted and shall lapse and be void unless renewed. If you cease conducting business before that date, the law requires you to contact the City Clerk and file a withdrawal certificate.

Certificate Expiration Date: 3/24/2025


Notary or City Clerk Signature

Notary Expiration Date: _____

FOR OFFICE USE ONLY

Building Inspector Review _____
Is this a change of use Yes No
If yes, this must be approved by the Building Department

OFFICE
CITY CLERK

2021 MAR 24 AM 10:3

GREENFIELD, MASS