



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

June 4, 2025

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Her Excellency, Governor Kelly A. Ayotte
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a **SOLE SOURCE** grant agreement with The Nature Conservancy (VC#177785-B002), Concord, NH, in the amount of \$388,000 for restoring single channel hydrology at Philbrick Pond Salt Marsh in North Hampton, NH, effective upon Governor & Council approval through June 30, 2028. 100% Federal Funds.

Funding is available in the following account.

03-44-44-442010-6363-072-500575

FY 2025

\$388,000

Dept. of Environmental Services, Coastal Resilience Infrastructure, Grants-Federal

EXPLANATION

NHDES requests approval of a **SOLE SOURCE** grant agreement with the New Hampshire Chapter of The Nature Conservancy (TNC) to restore single channel hydrology at Philbrick Pond Salt Marsh in North Hampton, N.H. This agreement is **SOLE SOURCE** because TNC was a partner on the "Restoring New Hampshire (NH) Salt Marshes" grant that was awarded to NHDES by the National Fish and Wildlife Foundation – America the Beautiful Challenge and NHDES is required to adhere to the proposal.

The "Restoring NH Salt Marshes" project addresses the legacy effects of salt marsh farming, which was practiced in NH from the 1600's through the mid-20th century. This collaborative project endeavors to restore and preserve high marsh plant communities, largely through the practice of "Single Channel Hydrology Restoration" and associated techniques to enhance native salt marsh habitat for rare species. TNC will help restore 9 acres of salt marsh, and work to garner landowner approval for additional restoration acres and activities.

Philbrick Pond Salt Marsh is a 38-acre microtidal system with excessive standing water on the marsh platform that has resulted in large expanses of unvegetated marsh. This "Waffle and Syrup" pool configuration is caused by a combination of historic practices. Salt marsh farmers modified the landscape to optimize conditions for salt hay production, which disconnected tidal wetlands from natural channel hydrology through an extensive network of ditches and embankments. During the era of salt marsh ditching for mosquito control in the 1930s, massive volumes of salt marsh peat were moved/removed from NH marshes to create ditches to drain the salt marsh plain. The combined effect of salt marsh farming and mosquito ditching continues to have considerable influence on tidal wetlands in NH, causing changes to tidal wetland type and condition, as well as by increasing the vulnerability of these tidal wetlands to erosion and subsidence.

www.des.nh.gov

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

Her Excellency, Governor Kelly A. Ayotte
and The Honorable Council

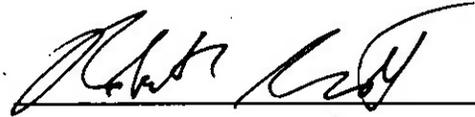
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Total project costs are budget at \$433,000. NHDES will provide \$388,000 of the project costs through this federal grant. TNC will provide \$45,000 in non-federal matching funds. A budget breakdown is provided in Attachment A.

In the event that federal funds become no longer available, general funds will not be requested to support this program.

The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.

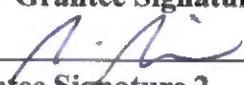


Robert R. Scott, Commissioner

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 New Hampshire Department of Environmental Services		1.2. State Agency Address 29 Hazen Drive, P.O. Box 95 Concord, NH 03302-0095	
1.3. Grantee Name Nature Conservancy		1.4. Grantee Address 22 Bridge St, 4th Floor, Concord, NH 03301	
1.5 Grantee Phone # 603-224-5853	1.6. Account Number 03-44-44-442010-6363-072-500575	1.7. Completion Date 6/30/2028	1.8. Grant Limitation \$388,000
1.9. Grant Officer for State Agency Kevin Lucey		1.10. State Agency Telephone Number 603-559-0026	
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 Kevin Lucey, State Director	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Robert R. Scott, Commissioner, NHDES	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By:  Keely Lovato		Assistant Attorney General, On: 5 / 23 / 2025	
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 6 (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.
- 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

- 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 Provisions

Funds paid under this agreement are from a Grant Agreement to the State from the NATIONAL FISH AND WILDLIFE FOUNDATION through the AMERICA THE BEAUTIFUL CHALLENGE, which provides funding from US Fish and Wildlife Service under CFDA # 15.669. All applicable requirements, regulations, provisions, terms and conditions of this Federal Contract Agreement are hereby adopted in full force and effect to the relationship between this Department and the Contractor.

Federal Funding Accountability and Transparency Act (FFATA). The Contractor shall comply with the terms of the FFATA by providing NHDES with their Unique Entity Number (UEI), and all applicable Executive Compensation Data information as required under the FFATA. The UEI is THG1JDUEQKQ8.

Exhibit B
Scope of Services

Project Title: Restoring Single Channel Hydrology at Philbrick Pond Salt Marsh
Subaward Effective Period: Upon NH Governor and Council approval through 6/30/2028
Grant Performance Period: 9/1/2023 through 6/30/2028
Subaward Amount: \$388,000
Subaward Match Amount: \$45,000

Project Description:

Under the suite of projects supported by the "Restoring NH Salt Marshes" grant (See Appendix A), NHCP is subawarding \$388,000 to the New Hampshire Chapter of The Nature Conservancy (TNC) to restore single channel hydrology at the Philbrick Pond Salt Marsh in North Hampton, N.H. Philbrick Pond Salt Marsh is a 38-acre microtidal system with excessive standing water on the marsh platform that has resulted in large expanses of unvegetated marsh. This "Waffle and Syrup" pool configuration is caused by a combination of historic practices (e.g. agricultural berms, farmers ditches, mosquito control ditching, and tidal restrictions). The proposed restoration work is the result of planning efforts convened over the previous 10 years, including the "Philbrick Pond Salt Marsh Drainage Evaluation" published by the Town of North Hampton in June 2018, and the "Philbrick Pond Salt Marsh Restoration Plan" published by TNC in September 2022.

Work Items:

TNC, also referred to as the Grantee, will lead all aspects of restoration project development and implementation by performing Work Items A-E, listed below.

Task A: Implement Demonstration Project (2.7 acres)

- i. *Enact Year 2 and 3 Implementation at Demonstration Project:* TNC has secured landowner permissions, permits, and initial funding to initiate implementation at a 2.7-acre demonstration project at Philbrick Pond Salt Marsh to improve marsh drainage through runnels and ditch remediation. Initial restoration practices were deployed by TNC at the Demonstration Project in 2023. Task A.i includes restoration activities completed in 2024 and will provide funding for TNC to implement the third and final treatment at the Demonstration Project.
- ii. *Enact Adaptive Management at Demonstration Project:* TNC will continue to observe the Demonstration Project over the course of the project duration and, within the boundaries and scope of existing regulatory approvals, enact additional refinements to optimize the restored single channel hydrology and habitat conditions.

Task B: Complete Restoration Design and Procure Permits for Expansion Project

- i. *Develop Final Restoration Design:* TNC will advance the development of restoration design for the 6.2-acre Expansion Project, which will incorporate 3 additional adjacent landowners into the effort to restore the salt marsh plain at Philbrick Pond. Restoration at the Expansion Project is expected to include runnels, ditch remediation, and tidal channel enhancement through marginal ditch restoration as an IPM strategy.
- ii. *Secure Necessary Permits and Approvals:* TNC will pursue all necessary state and federal permits for the restoration work proposed at the Expansion Project. It is expected that TNC will need to submit a Standard NHDES Wetland Permit Application and Shoreland Permit Applications for the Expansion Project. As part of the state permitting process, it is expected that TNC will consult with:
 - a. North Hampton Conservation Commission to secure local approval,
 - b. NH Natural Heritage Bureau and NH Fish and Game for input on avoidance and minimization to rare species, as well as opportunities to enhance habitat for rare species,
 - c. NH Division of Historical Resources for input on effects to architectural and archaeological resource through the submission of Request for Project Review,
 - d. National Oceanic and Atmospheric Administration (NOAA) - Essential Fish Habitat Mapper
 - e. United States Fish and Wildlife Services (USFWS) Information for Planning and Consultation (IPAC) for Endangered Species, and
 - f. US Army Corps of Engineers for compliance with the State Programmatic General Permit with NH.

Task C: Implement Expansion Project (6.2 acres)

- i. *Enact Years 1, 2, 3 Implementation at Expansion Project:* With final restoration plans and permits in-hand, TNC will procure a construction contractor and enact restoration implementation at the 6.2-acre Expansion Project at Philbrick Pond Salt Marsh within time-of-year restrictions in 2025, 2026, and 2027.
- ii. *Enact Adaptive Management at Expansion Project:* TNC will continue to observe the Implementation Project over the course of the project duration and, within the boundaries and scope of existing regulatory approvals, enact additional refinements to optimize the restored single channel hydrology and habitat conditions.

Task D: Explore Additional Restoration Opportunities at Philbrick Pond Salt Marsh

- i. *Advance a Preliminary Restoration Design at New Sites:* TNC will coordinate with landowners and other stakeholders to identify additional opportunities to expand the practice of single channel hydrology restoration to additional acreage within Philbrick Pond Salt Marsh. Funding from Task D.i enables TNC to advance project development at the next best restoration opportunities that present themselves during the project duration. Project development for this task may include up to the development of preliminary restoration designs and design basis memo.
- ii. *Develop Final Restoration Design:* If funding and schedule allows and after NHCP's review and approval of the preliminary design identified in Task D.i, TNC may proceed with advancing the restoration planning to final design.

- iii. *Secure Necessary Permits and Approvals:* If funding and schedule allows and after NHCP's review and approval of the final restoration design developed in Task D.ii, TNC may follow the process described in Task B.ii to secure any local, state and federal permits.
- iv. *Enact Implementation at Additional Restoration Opportunities:* With final restoration plans and permits in-hand, and after approval of NHCP to ensure NFWF Compliance, TNC will enact the permitted restoration project created through Task D.iii.

Task E: Outreach and Stakeholder Engagement

- i. *Attend "Restoring NH Salt Marshes" Annual Meeting*
 - a. Grantee shall attend a virtual meeting convened by NHCP in 2025, 2026, 2027, 2028. At each annual meeting, TNC should be prepared to discuss project status, lessons learned, and next steps.
- ii. *Attend NH Salt Marsh Task Force Meeting:*
 - a. Grantee may use project funds to attend the bi-annual NH Salt Marsh Task Force. Grantee shall present at least twice to the NH Task Force and participate in a professional site tour.
- iii. *Convene Technical Team:*
 - a. Create a Project Team for Philbrick Pond Salt Marsh.
 - b. Convene Project Teams as needed and not less than semi-annually over the project duration.
- iv. *Create opportunities to share and seek feedback from local Stakeholders:*
 - a. Present annually to the Town of North Hampton Conservation Commission to update the Town and public on restoration activities and progress.
 - b. Host one to two site walks with local stakeholders. Invitees to include Philbrick Pond landowners, North Hampton Conservation Commission members, and other interested parties.
 - c. Consider other opportunities to share the project, such as through NH CAW, SHEA, or the Coastal Conservation Roundtable.

Task F: Reporting

- i. *Evaluating Program Performance:*
 - a. Grantee will collaborate with University of New Hampshire (UNH) Jackson Estuarine Laboratory (JEL), which is funded separately by NHCP, to evaluate the performance of the "Restoring NH Salt Marshes" project. Grantee will assist UNH JEL by providing any restoration performance metrics, including but not limited to: restoration goals, targeted outcomes, and performance criteria.
 - b. Grantee will be responsible for documenting Implementation Metrics to ensure that all restoration interventions are thoroughly documented (as to their description and location), built to specification, and achieve the target performance criteria.

Implementation Metrics will be submitted annually to NHCP. UNH will utilize Implementation Metrics for final reporting.

ii. *Prepare and Submit Interim and Final Reporting*

- a. Submit Interim Reports to NHCP on 8/15/25, 8/15/26, and 8/15/27 to enable NHCP to compile and upload final report to NFWF by the deadlines of 9/1/25, 9/1/26, and 9/1/27, respectively.
- b. Submit final report to NHCP by 6/30/28. Submitted with the report should be a representative number of high-resolution photographs depicting the project. See Exhibit A. Special Provisions for additional NFWF final reporting requirements.
- c. Any outward facing products, publications, presentations, handouts etc. that are created with funding from NHCP's NFWF ATBC grant shall comply with NFWF and NHDES publication requirements, as follows:
 - i. Provide funding credit to the National Fish and Wildlife Foundation- America the Beautiful Challenge, New Hampshire Department of Environmental Services, and the NH Coastal Program.
 - ii. All final work products must meet the applicable Americans with Disabilities Act (ADA) Title II Regulations to the extent practicable and shall be guided by best practices outlined in the Revised Section 508 Standards of the Rehabilitation Act and the Web Content Accessibility Guidelines (WCAG). At minimum, final work products shall include sans-serif fonts, underlined and descriptive text links, color best practices, captions for audio and video content, headers in tables, images with alt text, gender-neutral text, and consideration of the Plain Writing Act. Examples of final work products and outreach materials include, but are not limited to, project reports, press releases, newsletter articles, websites, videos and signage.

DELIVERABLES

- Final Design Plan of Expansion Project.
- Final Permits for Expansion Project.
- Demonstration of 8.9 acres of restoration enacted at Demonstration and Expansion Projects.
- Preliminary Design(s) and Design Memo(s) for restoration opportunities at new sites, as authorized by NHDES.
- Geospatial locations and treatment records for each intervention.

Exhibit C
Method of Payment and Contract Price

The State shall pay to the Contractor the total reimbursable program costs in accordance with the following requirements:

Reimbursable program costs must be incurred with the effective period of the grant. Reimbursement requests for program costs shall be made by the Contractor using a payment request form as supplied by the State, which shall be completed and signed by the Contractor. The payment request form shall be accompanied by proper supporting documentation in the amount of each requested disbursement. Documentation of reimbursable costs may include invoices for supplies, equipment, services, contractual services, and a report of personnel, travel and indirect costs. For projects that demonstrate progress solely through the submission of interim progress reports, payments shall be made upon receipt, review and approval of the interim progress report and accompanying payment request form. Payments shall be made to the Contractor no more frequently than monthly.

The total reimbursement for costs incurred during the Subaward Effective Period shall not exceed the grant award of \$388,000. Matching funds may be incurred within the Grant Performance Period and shall total at least \$45,000 of non-federal cash and in-kind services.

APPENDIX A

Program Overview: The New Hampshire Department of Environmental Services - Coastal Program (NHCP) is serving as principal investigator, coordinator, and grantee for a \$2,000,000 grant from the National Fish and Wildlife Foundation - America the Beautiful Challenge (NFWF ATBC) for the project entitled "Restoring New Hampshire (NH) Salt Marshes (EasyGrantsID: 80763)." As part of the "Restoring NH Salt Marshes" grant, NHCP is partnering with The Nature Conservancy (TNC), University of New Hampshire – Jackson Estuarine Laboratory (UNH JEL), Town of Hampton, and Rockingham County Conservation District (RCCD) to support the restoration of four high priority salt marsh projects in New Hampshire (NH). The Restoring NH Salt Marshes Grant will also enact a coordinated program to evaluate program performance and conduct a cultural resource investigation of the salt marsh uses in NH.

The "Restoring NH Salt Marshes" project addresses the legacy effects of salt marsh farming, which was practiced in NH from the 1600's through the mid-20th century. Salt marsh farmers modified the landscape to optimize conditions for salt hay production, which disconnected tidal wetlands from natural channel hydrology through an extensive network of ditches and embankments. During the era of salt marsh ditching for mosquito control in the 1930s, massive volumes of salt marsh peat were moved/removed from NH marshes to create ditches to drain the salt marsh plain. The combined effect of salt marsh farming and mosquito ditching continues to have considerable influence on tidal wetlands in NH, causing changes to tidal wetland type and condition, as well as by increasing the vulnerability of these tidal wetlands to erosion and subsidence. This collaborative project endeavors to restore and preserve high marsh plant communities, largely through the emerging practice of "Single Channel Hydrology Restoration" and associated techniques to enhance native salt marsh habitat for rare species, which may include but are not limited to the following restoration practices:

- **Runnel:** is a technique developed to balance the hydrology on the marsh surface to optimize conditions for a vegetated plant community. It involves the excavation of shallow channels on the marsh surface to allow for effective flooding and draining.
- **Ditch Remediation:** is a technique developed to "heal" ditches. It involves the addition of salt marsh hay that is staked to targeted ditch bottoms over a series of years. Otherwise, this restoration practice uses natural processes to accumulate sediment and create peat over time. The ultimate goal of the practice is to sufficiently raise the elevation of the ditch bottom to support plant growth.
- **Tidal Channel Enhancement:** often requiring heavy equipment, tidal channel enhancement may be necessary to change channel capacity and gradation to allow for effective flooding and draining.
- **Sediment Placement:** refers to the application of dredged or upland sediments to the marsh surface for the purpose of increasing marsh elevation, including the creation of low-profile islands on the marsh plain with sediment generated from runnel and tidal channel enhancement. A primary goal of these vegetated islands is to provide nesting habitat for the imperiled salt marsh sparrow.
- **Integrative Pest Management (IPM):** refers to a best management practice that enacts multiple strategies for effective control of invasive plants. IPM strategies for Common Reed (*Phragmites australis*) and Perennial Pepperweed (*Lepidium latifolium*) may entail modifications to tidal hydrology, mechanical control (cutting and pulling), as well as through the targeted and limited use of herbicides.

Grantee Initials RUR
Date 4-10-25

Project Principles: In pursuit of the work described in this agreement, Grantee understands and agrees to following the principles of the “Restoring NH Salt Marshes” grant:

1. Stakeholders (e.g. landowners; restoration partners; and municipal, state and federal regulatory entities) are provided opportunity to provide input on proposed restoration plans.
2. Restoration goals, outcomes, and performance metrics are clearly articulated to enable evaluation of program performance.
3. Adaptive management principles are incorporated into restoration plans, permit applications, and contracts to enable continued optimization of restoration interventions to achieve intended outcomes.
4. All on-the-ground restoration activities must:
 - a. Have written approval from NHCP to ensure that the on-the-ground activities have received the necessary NEPA and Section 106 approvals from NFWF ATBC.
 - b. Have landowner permissions and approvals.
 - c. Have necessary local, state, and federal permits and approvals.
 - d. Adhere to the requirements of local, state, and federal permits.
 - e. Conduct Implementation Monitoring (See Item 6B (below)).
5. NHCP staff will be substantially involved in all subawards associated with the “Restoring NH Salt Marshes” project, including providing technical assistance and guidance to Grantees, as follows:
 - a. Collaborate on the scope of work through meetings and review of documents.
 - b. Provide assistance with technical aspects of the habitat restoration project such as assistance with assessment, design, permitting or development of detailed work plans.
 - c. Review and comment on design plans at various stages throughout any portion of the design process that occurs during the award.
 - d. Assist with fund raising to support existing and future salt marsh restoration.
6. *Program to Evaluate Project Performance:* NHCP will collaborate with Grantees to evaluate restoration projects supported by the “Restoring NH Salt Marshes” grant, as follows:
 - a. *Effectiveness Monitoring:* UNH will provide ecological monitoring services across three salt marsh restoration sites in the Seacoast of New Hampshire, including: Philbrick Pond (North Hampton), Fairhill Marsh (Rye), and the Hampton Ditch Remediation (Hampton), including the following parameters: Vegetation, Pore Water Biogeochemistry, Hydrology, Nekton Surveys, Sediment Microbiome, Avian Surveys.
 - b. *Implementation Monitoring:* All subawardees implementing on-the-ground projects will be responsible for documenting Implementation Metrics to ensure that all restoration interventions are: thoroughly documented (as to their description and location), built to specification, and achieve the target performance criteria. Implementation Metrics will be submitted annually to NHCP. UNH will utilize Implementation Metrics for final reporting.
7. *Compliance with National Historic Preservation Act (NHPA):* With support from an Architectural and Archeological consultant, NHCP will collaborate with lead federal agency (LFA), United States Fish and Wildlife Service (USFWS), and the State Historic Preservation Office (SHPO), NH Division of Historical Resources (NHDHR), to conduct a cultural landscape investigation of salt marsh in NH. NHCP’s consultant will also support all “Restoring NH Salt Marshes” subawardees with all aspects of NHPA Section 106 compliance.

Grantee Initials RUK
Date 4-10-25

Table 1. Subaward details of the "Restoring NH's Salt Marshes" grant from the National Fish and Wildlife Foundation America the Beautiful Challenge

Task	Projects	Grantee	Target Acres	Target Schedule			
				2025	2026	2027	2028
1	Restoring Philbrick Pond Salt Marsh	The Nature Conservancy					
A	Implement Demonstration Project		2.7				
B	Plan and Permit Expansion Project						
C	Implement Expansion Project		6.2				
D	Explore Additional Restoration		TBD				
2	Restoring Hampton Salt Marshes	Town of Hampton					
A	Implement Demonstration Project		14				
B	Plan and Permit Expansion Project						
C	Implement Expansion Project		106				
3	Adaptive Management at Odiorne Point	Rockingham County Conservation District					
A	Plan and Permit Demonstration Project						
B	Implement Demonstration Project		83				
C	Enact Adaptive Management						
4	Great Bay Phragmites Project	Rockingham County Conservation District					
A	Demonstration Assessment, Permitting, & Implementation		1				
B	Expansion Assessment, Permitting, & Implementation		TBD				
5	Program to Evaluate Project Performance	University of New Hampshire					
A	Prepare Restoration Monitoring Plan						
B	Implement Restoration Monitoring Plan						
C	Develop Restoration Monitoring Report						
6	Salt Marsh Cultural Landscape Investigation	Contractor TBD					
A	Prepare Survey Guidance Document		n/a				
B	Conduct Section 106 Compliance Services						

Grantee Initials *RJR*
 Date *4-10-25*

CERTIFICATE OF AUTHORITY

I, Hans P. Birle, Assistant Secretary of The Nature Conservancy, do hereby certify that:

(1) I am the duly elected Assistant Secretary;

(2) On March 6, 2025, the Northeast Division Director of The Nature Conservancy approved to accept a N.H. Department of Environmental Services grant A 110754 -NHDES, and to enter into a contract with the N.H. Department of Environmental Services;

(3) the Northeast Division Director further authorized the New Hampshire State Director of The Nature Conservancy, Rachel Rouillard, to execute any documents which may be necessary for this contract;

(4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and

(5) the following person has been appointed to and now occupies the office indicated in (3) above:

Hans P. Birle
Printed name of signatory

IN WITNESS WHEREOF, I have hereunto set my hand as the Assistant Secretary of The Nature Conservancy, this 10th day of April, 2025.

Hans P. Birle
Signature of Certifying Officer

State of Rhode Island

County of Providence

On this the 10th day of April 2025, before me Jasmine Hadley the undersigned officer, personally appeared Hans P. Birle who acknowledged himself to be the Assistant Secretary of The Nature Conservancy being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

Jasmine Hadley
(Notary Public Signature)

Commission Expiration Date:

(Seal)

10/15/2028



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

Business ID: 75056

Certificate Number: 0006195482



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

**Attachment A
Budget Estimate**

Budget Item	State Funding	Match	Total
Personnel	\$20,855.49	\$6,911.81	\$27,767.30
Fringe Benefits	\$9,355.77	\$3,088.19	\$12,443.96
Travel	\$1,500.00	\$0	\$1,500.00
Equipment	\$0	\$0	\$0
Supplies	\$300.00	\$0	\$300.00
Contractual	\$292,152.11	\$35,000.00	\$327,152.11
Construction	\$0	\$0	\$0
Other	\$550.00	\$0	\$550.00
Indirect Charges	\$63,286.63	\$0	\$63,286.63
TOTALS	\$388,000.00	\$45,000.00	\$433,000.00