



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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August 22, 2025

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 Rockingham County Conservation District (VC# 177468-B011), Brentwood, NH, in the amount of \$100,000 for the control of invasive Common Reed (*Phragmites australis*) in high priority conservation areas around Great Bay, effective upon Governor and Council approval through June 30, 2028. 100% federal funds.

Funds are available in the following account.

	<u>FY 2026</u>
03-44-44-442010-6363-072-500575	\$100,000
Dept. of Environmental Services, Coastal Resilience Infrastructure, Grants-Federal	

EXPLANATION

NHDES requests approval of a **SOLE SOURCE** grant agreement with the Rockingham County Conservation District (RCCD) to control invasive Common Reed (*Phragmites australis*) within and nearby to high priority conservation lands in Great Bay. This agreement is **SOLE SOURCE** because RCCD 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.

Invasive Common Reed is on NH's Prohibited Invasive Species List, which is managed by the NH Department of Agriculture in accordance with NH Administrative Rule Agr 3800. Invasive Common Reed is an aggressive non-native wetland plant that can tolerate salt water, which makes it a particular threat to ecological integrity of NH salt marsh. Invasive Common Reed creates a monocultures that outcompete native plants, and once established, it is nearly impossible to eradicate. This grant will enable RCCD to work with NH Fish and Game Department and the Great Bay National Estuarine Research Reserve (GBNERR) on a demonstration project to control 9 small and isolated stands of invasive Common Reed, ranging in size from 0.01 to 0.18 acres, that are located on conservation lands with high ecological value.

RCCD will also help find invasive Common Reed sites near the GBNERR sites and subsequently coordinate with those landowners and take the necessary steps to achieve invasive control at these Expansion Sites.

Total project costs are budgeted at \$100,500. NHDES will provide \$100,000 of the project costs through this federal grant. RCCD will provide \$500 in non-federal matching funds. A budget breakdown is provided in Attachment A.

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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.

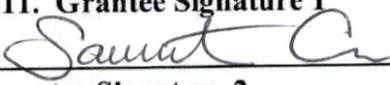
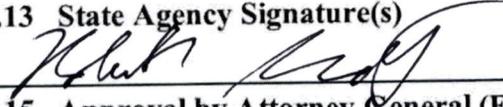
A handwritten signature in black ink, appearing to read "Robert R. Scott", written over a horizontal line.

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 Department of Environmental Services		1.2. State Agency Address 29 Hazen Dr., Concord, NH 03301	
1.3. Grantee Name Rockingham County Conservation District		1.4. Grantee Address 110 North Rd, Brentwood NH 03833	
1.5 Grantee Phone # (603) 679-2790	1.6. Account Number 03-44-44-442010-6363-072-500575	1.7. Completion Date June 30, 2028	1.8. Grant Limitation \$100,000
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 Samantha Cyr, Chair of the Board for RCCD	
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	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By:  Keely Lovato		Assistant Attorney General, On: 8 / 26 / 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 B (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills, and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 12.4. CONFLICT OF INTEREST. No officer, member of 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
- 13.

- 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 SAXZLVXHUDD9

Exhibit B
Scope of Services

Project Title: Great Bay Phragmites Project
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: \$100,000
Match Amount: \$500

Project Description:

Under the suite of projects supported by the “Restoring NH Salt Marshes” grant (See Appendix A), NHCP is subawarding \$100,000 to the Rockingham County Conservation District (RCCD) to control invasive Common Reed (*Phragmites australis*) within and nearby to high priority conservation lands in Great Bay. The proposed strategy was informed by stakeholder coordination convened by Great Bay National Estuarine Research Reserve (GBNERR) through the development of the NH Salt Marsh Plan, which recommended an invasive plant control strategy that focuses on small stands of Phragmites located on conservation lands with high ecological value. By focusing on these small stands, the Great Bay Phragmites Project seeks to intervene before this invasive reed can take hold of these properties. As part of the initial Demonstration Phase, nine Phragmites sites on GBNERR lands were identified that meet these criteria, which were mapped with Global Navigation Satellite System (GNSS) in 2024. The combined acreage of the nine GBNERR sites is 1.06 acres, which range in size from 0.01 to 0.18 acres. These nine sites are located at the upland edge of tidal wetlands. In addition to those mapped on NERR lands, there are adjacent Phragmites populations of concern, but due to their location on private properties they are a management challenge. This funding will also enable RCCD to find new Phragmites sites nearby to the GBNERR sites and subsequently coordinate with those landowners and take the necessary steps to achieve invasive control at these Expansion Sites.

Work Items:

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

Task A: Demonstration Assessment, Permitting, & Implementation

- i. *Enact Site Assessments:* The RCCD will coordinate with New Hampshire Natural Heritage Bureau (NHB) and with New Hampshire Fish and Game Department (F&G) and conduct the necessary data checks and consultations for avoidance and minimization to rare plants and wildlife. Any rare species found will be documented and available for use with GIS maps, by RCCD. RCCD will map all nine sites, with a GNSS, determine appropriate access, and produce new maps (usable for permitting) and provide updated maps to the Landowner Technical Committee (LTC). As part of the site assessment, RCCD will evaluate methods and timing for mechanical control of

biomass and alternative locations for disposal / composting. The RCCD will meet with the LTC to review project plans and estimated timelines, as well as provide project updates (See Task C3).

- ii. *Secure Necessary Permits and Approvals:* RCCD will complete required permitting for each site (or together if allowed). RCCD may also coordinate with NHB if it is determined that there is a need for review of rare plant species or exemplary natural communities that are unusual or unknown to RCCD staff, and/or will also be documented and provided to NHB for inclusion in the NHB database (with landowner permission). The RCCD will be responsible for procuring the Watershed Special Permit through the NH Department of Agriculture, Markets and Food. A Natural Heritage inventory review will be requested for the sites within the project bounds from NHB. RCCD will consult with NHB and/or F&G as needed for project recommendations regarding rare plants and wildlife identified as being present or possibly present onsite or in the surrounding area. RCCD will collaborate with GBNERR to prepare and submit a request of the F&G Lands Team to perform invasive plant control activities on their lands.
- iii. *Enact Invasive Control:* Due to site remoteness, small population size, and the desire to reduce the risk of further spread at sites of high ecological value, herbicide control combined with reduced Phragmites biomass via mechanical control (hand) may be the least impacting alternative. RCCD recommends that at least three seasons of treatment be completed to achieve effective control. Mechanical control may be used on an annual basis to remove existing biomass, with timing based on site-specific conditions. This approach can enhance site accessibility, minimize herbicide application, and support more accurate and effective treatment. Once phragmites is mechanically removed at a site, the biomass will then be transported by RCCD to an approved disposal or composting site. Chemical control (where conditions permit) will take place at each site, and all sites will be documented, as required for permitting. Applications are anticipated to be completed within the months of July-October during low tide. While applicators are on site, if other state-listed invasive species are detected, they also may be controlled, wherever possible, using the same techniques. Photographs stations will be established around each Phragmites site. Photographs will be captured for before and after control methods of each Phragmites site, and any new determined sites. Photos will include direction of photo taken.

Task B: Expansion Assessment, Permitting, & Implementation

- i. *Assess Additional Sites:* RCCD will review tax parcel information to determine (as best as is possible) if additional landowners may benefit from Phragmites control methods at the same time. RCCD will contact those landowners via mail and other methods to determine if private landowners would like to partner in the phragmites control effort. RCCD staff will subsequently obtain written landowner permission to conduct Phragmites control. As part of the site assessment, RCCD will evaluate methods and timing for mechanical control of biomass and alternative locations for disposal / composting. RCCD will also review invasive species present in proximity to the Phragmites patches, and any other similarly sized patches of Phragmites nearby will simultaneously be mapped.

- ii. *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 B.i, RCCD may follow the process described in Task A.ii to secure any additional permits.
- iii. *Enact Implementation at Additional Sites:* With final plans and permits in-hand, and after approval of NHCP to ensure NFWF compliance, RCCD will enact the permitted project created through Task B.ii.

Task C: 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, RCCD 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 Landowner Technical Committee (LTC) for Great Bay Phragmites Project.
 - b. Convene LTC as needed over the project duration.
- iv. *Create opportunities to share and seek feedback from local Stakeholders:*
 - a. Host one to two site walks with local stakeholders.
 - b. Consider other opportunities to share the project, such as through NH CAW, SHEA, the Coastal Conservation Roundtable, PREP and other related agencies or organizations.

Task D: Reporting

- i. *Evaluating Program Performance:*
 - a. Grantee will be responsible for documenting Implementation Metrics to ensure that all restoration interventions are thoroughly documented (as to their description and position), built to specification, and achieve the target performance criteria. Implementation Metrics will be submitted annually to NHCP.
- ii. *Prepare and Submit Interim and Final Programmatic Reports*
 - 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. The interim programmatic report shall consist of written statements of Project accomplishments and updated metric values.
 - b. Submit a Final Programmatic Report that summarize activities throughout the entire project period to NHCP by 6/30/28. Submitted with the report should be a representative number of high-resolution photographs depicting the project.

- 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 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

1. Final Maps for Demonstration Phragmites Control
2. Final Permits for Demonstration Phragmites Control
3. Final Maps for Expansion Phragmites Control
4. Final Permits for Expansion Phragmites Control
5. 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 \$100,000. Matching funds may be incurred within the Grant Performance Period and shall total at least \$500 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 (UNHJEL), 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 SKC

Date 5/30/25

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 SKC

Date 5/30/25

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 Enact Ecological Monitoring Program		-	-				
	B Outreach and Stakeholder Engagement		-	-				
	C Reporting		-	-				
6	Salt Marsh Cultural Landscape Investigation	Contractor TBD						
	A Prepare Architectural Survey Plan		-	-				
	B Conduct Section 106 Compliance Services		-	-				

Grantee Initials SKC
 Date 5/30/25

CERTIFICATE OF AUTHORITY

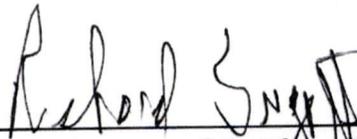
I, Richard Sugatt, Secretary of the Rockingham County Conservation District (RCCD), do hereby certify that:

- (1) I am the duly elected Secretary;
- (2) at the meeting held on March 26, 2025, the RCCD Board of Supervisors voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the RCCD Board of Supervisors further authorized the Chairperson, 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:

Sammy Cyr

Printed name of signatory

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the RCCD Board of Supervisors, this 28 day of MAY, 2025.



 Signature of Certifying Officer

STATE OF NEW HAMPSHIRE

County of Rockingham

On this the 28 day of MAY, 2025, before me EMILY FERNALD ~~Richard Sugatt~~ the undersigned officer, personally appeared Richard Sugatt who acknowledged him/herself to be the Secretary of the Rockingham County Conservation District 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.



 (Public Notary)

EMILY E. FERNALD
 JUSTICE OF THE PEACE
 State of New Hampshire
 Commission Expires on: _____
 My Commission Expires on: June 2, 2026



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/23/2025

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 Cross Insurance-Laconia 155 Court Street Laconia NH 03246	CONTACT NAME: Joyce Torrey, AAI	
	PHONE (A/C, No, Ext): (603) 524-2425 FAX (A/C, No): (603) 524-3666 E-MAIL ADDRESS: joyce.torrey@crossagency.com	
INSURED Rockingham County Conservation District 110 North Rd Brentwood NH 03833	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Ohio Security Ins Co	24082
	INSURER B: Safety Insurance Co	39454
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER: 25-26 BOP, WC, & 24-25

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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BKS57752315	07/08/2025	07/08/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	XWS57752315	07/08/2025	07/08/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 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)

New Hampshire Workers' Compensation = Executive Officers or Members excluded are: Cris Blackstone, Richard Lutz and Samantha Cyr

CERTIFICATE HOLDER**CANCELLATION**

New Hampshire Department of Environmental Services Coastal Program P.O. Box 95 Concord NH 03302	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

Project Budget

Item	Federal (NHCP)	Non-federal	Match Type (K = in-kind; C = cash; K/C = both)	Total
Personnel	\$43,967.16		\$500.00	\$44,467.16
Fringe Benefits	\$22,407.62			\$22,407.62
Equipment	\$0.00			\$0.00
Travel	\$2,500.00			\$2,500.00
Supplies	\$9,013.40			\$9,013.40
Sub-Contractual	\$5,500.00			\$5,500.00
Construction	\$0.00			\$0.00
Other	\$1,000.00			\$1,000.00
Indirect	\$15,611.82			\$15,611.82
Totals	\$100,000.00		\$500.00	\$100,500.00