



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

Robert R. Scott, Commissioner

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September 17, 2025

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

**REQUESTED ACTION**

Authorize the New Hampshire Department of Environmental Services (NHDES) to award an Aquatic Resource Mitigation (ARM) Fund grant to the Town of Atkinson, NH (VC#177232-B003) in the amount of \$425,283 for the purpose of permanently protecting and restoring hydrologic and habitat connectivity of two prime wetland areas in Atkinson, NH, effective upon Governor and Council approval through December 31, 2031. 100% ARM Funds.

Funding is available in the account as follows:

	<u>FY 26</u>
03-44-44-442010-38710000-073-500581	\$425,283
Dept. Environmental Services, In-Lieu Wetland Mitigation, Grants – Non - Federal	

**EXPLANATION**

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

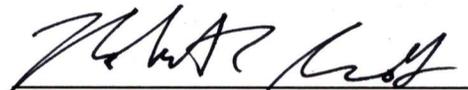
The NHDES wetlands program adopted a set of mitigation rules that establish what is necessary for an applicant to provide for wetland compensation. The current administrative rules spell out ratios for wetland compensation that include creating a new wetland, restoring a former wetland site, or protecting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

NHDES issued a request for proposals for ARM Funds available in the Merrimack River Service Area in February 2024. The NHDES received two (2) full applications within the Merrimack River Service Area in the 2024 grant round. In November of 2024, the Site Selection Committee (SSC) recommended award of grant funds to support the project, and the NH Wetlands Council approved the recommendation. After consultation and expansion of the project scope to include a preservation component, the United States Army Corps of Engineers determined the revised project scope has the potential to provide compensatory mitigation for activities authorized by Department of Army permits. On June 26, 2025, the SSC recommended an award of \$425,283 to support the project, and on August 12, 2025, NH Wetlands Council approved the recommendation. Attachment A lists the proposals received and ARM Fund Site Selection Committee members involved in the decision.

The Town of Atkinson will restore hydrologic and habitat connectivity of two prime wetland areas, East Sawmill Swamp and West Sawmill Swamp, currently fragmented by the Maple Avenue crossing, by replacing an existing undersized, structurally deficient culvert with a properly sized structure designed to convey hydrology and support passage for aquatic, semi-aquatic and terrestrial species. The existing culvert is a complete barrier for aquatic, semi-aquatic and terrestrial under-road passage as the structure is regularly clogged and/or grated on the upstream side and permanently perched on the downstream side by approximately five inches. There are documented occurrences of Blanding's and spotted turtles, both at the crossing itself (live and road-killed) and across the broader wetland and habitat complex. The crossing will be replaced with a structure sized to meet the target openness ratio for Blanding's turtle. The new structure allows for additional wetland and stream restoration/enhancement immediately upstream and downstream of the crossing. To ensure sustainability of the restored connectivity, conservation restrictions shall be placed on  $\pm 11.7$  acres on the immediate upstream and downstream properties to prohibit future development and degradation. Due to the sensitive habitat and road proximity, public access will be limited but consistent with the Town of Atkinson Policies and Guidelines for the Use of Conservation Land. The project will result in a re-connected Sawmill Swamp wetland complex with restored and enhanced ecological integrity, wildlife habitat, and restored hydrologic processes to support water quality. Attachment B includes a map of the project location.

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

We respectfully request your approval.

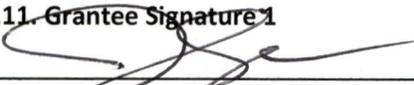
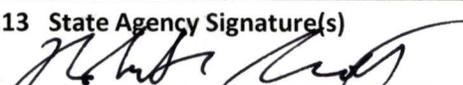


Robert R. Scott, Commissioner

GRANT AGREEMENT

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

1. Identification and Definitions.

<b>1.1. State Agency Name</b> NH Department of Environmental Services		<b>1.2. State Agency Address</b> 29 Hazen Drive, PO Box 95, Concord NH 03302-0095	
<b>1.3. Grantee Name</b> Town of Atkinson, Conservation Commission		<b>1.4. Grantee Address</b> 19 Academy Ave, Atkinson, NH 03811	
<b>1.5. Grantee Phone #</b> (603) 247-2263	<b>1.6. Account Number</b> 03-44-44-442010-38710000-073	<b>1.7. Completion Date</b> 12/31/2031	<b>1.8. Grant Limitation</b> \$425,283
<b>1.9. Grant Officer for State Agency</b> Emily Nichols		<b>1.10. State Agency Telephone Number</b> (603) 271-4059	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Grantee Signature 1</b> 		<b>1.12. Name &amp; Title of Grantee Signor 1</b> John Apple, Town Administrator, Atkinson	
<b>Grantee Signature 2</b>		<b>Name &amp; Title of Grantee Signor 2</b>	
<b>Grantee Signature 3</b>		<b>Name &amp; Title of Grantee Signor 3</b>	
<b>1.13. State Agency Signature(s)</b> 		<b>1.14. Name &amp; Title of State Agency Signor(s)</b> Robert R. Scott, Commissioner	
<b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b> By:  Keely Lovato Assistant Attorney General, On: 9 / 24 / 2025			
<b>1.16. Approval by Governor and Council (if applicable)</b> By: On: / /			

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

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

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

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

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

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

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

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

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

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

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions PERSONNEL.

8.2. 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.

8.3. 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. 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.

9.1. DATA; RETENTION OF DATA; ACCESS.

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.

11.1.1. 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"):

11.1.2. Failure to perform the Project satisfactorily or on schedule; or

11.1.3. Failure to submit any report required hereunder; or

11.1.4. Failure to maintain, or permit access to, the records required hereunder; or

11.2. Failure to perform any of the other covenants and conditions of this Agreement. 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

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

Grantee Initials

Date

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9/3/2025

- 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. 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.
- 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.
- 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.
- INSURANCE.
- 17.1.1 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:
- 17.1.2 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and 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.

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

Aquatic Resource Mitigation (ARM) funds are contingent upon the recordation of a conservation interest instrument (e.g., conservation easement or declaration of covenants and conservation restrictions) approved in advance by the department to protect in perpetuity the restored resource areas on the parcels of land owned by the Town of Atkinson located on Maple Avenue in the Town of Atkinson, County of Rockingham, State of New Hampshire, identified on the tax records as Map 18 Lots 70 and 109 (PROPERTIES).

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

**A. Project Title:**

Sawmill Swamp Prime Wetland Restoration Project

**B. Project Period:**

Upon Governor & Council Approval through December 31, 2031

**C. Grant Amount:**

Total funds available for payment of allowable costs incurred under this Grant Agreement shall not exceed \$425,283. The New Hampshire Department of Environmental Services (NHDES) will not reimburse the Town of Atkinson (the "GRANTEE") for costs exceeding the amount specified in this paragraph.

**D. Effective Date and Commencement of Work:**

This Grant Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Agreement ("Effective Date") and shall end on December 31, 2031. Any work performed by the GRANTEE prior to the Effective Date shall be at the **sole risk** of the GRANTEE. In the event this Grant Agreement does not become effective, NHDES shall be under no obligation to pay the GRANTEE for any costs incurred or work performed; however, if this Agreement becomes effective, costs incurred prior to the Effective Date that would otherwise be allowable are eligible for payment under the terms of this Agreement.

**E. Objectives:**

The Sawmill Swamp Prime Wetland Restoration Project objective is to permanently protect and restore hydrologic and habitat connectivity of two prime wetland areas, East Sawmill Swamp and West Sawmill Swamp, currently fragmented by the Maple Avenue crossing in Atkinson, NH. The project scope includes the replacement of an existing undersized, structurally deficient culvert (±60 foot long, 30-inch diameter culvert) with a properly sized structure designed to convey hydrology and support passage for aquatic, semi-aquatic and terrestrial species. The existing culvert is a complete barrier for aquatic, semi-aquatic and terrestrial under-road passage as the structure is regularly clogged and/or grated on the upstream side and permanently perched on the downstream side by approximately five inches. There are documented occurrences of Blanding's and spotted turtles, both at the crossing itself (live and road-killed) and across the broader wetland and habitat complex. The crossing will be replaced with a structure sized to meet the target openness ratio for

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Blanding's turtle passage as detailed in Design Guidance for Wetland-Road Crossings to Reduce Blanding's Turtle Mortality Risk (UNH 2023). Fencing will also be installed along both sides of Maple Avenue to funnel turtles and terrestrial wildlife through the new crossing structure. The reduced length of the structure allows for additional wetland and stream restoration/enhancement immediately upstream and downstream of the crossing, where road fill currently exists. Lastly, to ensure sustainability of the restored connectivity, legal protections in the form of a Declaration of Covenants and Conservation Restrictions shall be placed on  $\pm 11.7$  acres on the immediate upstream and downstream properties to prohibit future development and degradation. The project will result in a re-connected Sawmill Swamp wetland complex with restored and enhanced ecological integrity, wildlife habitat, and restored hydrologic processes to support water quality.

**F. Scope of Work:**

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

**Task I: Design & Permitting**

The GRANTEE is responsible for obtaining all required federal, state, and local permits and approvals prior to any construction and restoration work. The restoration design shall be prepared in accordance with the Design Guidance for Wetland-Road Crossings to Reduce Blanding's Turtle Mortality Risk (UNH 2023) and include reducing the length of the structure and associated fill material, limiting the use of exposed riprap, and incorporating design practices to ensure that the structure is backwatered such as by ensuring the rigid structure is below baseflow levels. The potential for scouring and washout of wetland simulation material must be minimized.

The GRANTEE will obtain approval from the NHDES Wetland Bureau Permitting Section, in consultation with the ARM Fund Program, for the final design and construction timeline. The GRANTEE will work with the ARM Fund Program to develop a Federal Mitigation Plan for approval by the United States Army Corps of Engineers (USACOE). The Federal Mitigation Plan shall meet the criteria outlined in 33 CFR 332.4(c) and establish the mitigation work plan, performance standards, monitoring requirements, long-term management plan, adaptive management plan, and financial assurance measures.

**Task II: Construction Phase Engineering Services**

The GRANTEE and selected contractor(s) will participate in a pre-construction meeting before any site work begins that will include the ARM Fund Program, NHDES Wetlands Bureau permitting staff, project partners and contractors to review permit conditions, construction inspection requirements, the construction schedule and lines of communication, and grant-related requirements. During the pre-construction meeting the GRANTEE will designate a QUALIFIED PROFESSIONAL(S) (as defined in Env-Wt 802.06) with expertise in wetland and stream restoration to supervise and be on-site during construction to ensure conformance with the final design plans and specifications, as well as monitor the project site until it is stabilized. Pre-construction meeting minutes will be documented as a project deliverable. The designated QUALIFIED PROFESSIONAL(S) will supervise the construction and submit reports to the NHDES Wetlands Bureau staff via email every 2-3 days during active construction and will include 1) activities completed, 2) photos of the work site, and 3) questions, concerns. In the event questions or concerns arise during construction, QUALIFIED PROFESSIONAL will work with NHDES, project partners, and contractor to develop and implement adaptive

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management interventions that may be necessary to optimize channel conditions to improve hydrology and aquatic habitat connectivity.

Within 60 days of Substantial Completion, to ensure the implementation of the design has occurred in accordance with permits, this grant agreement, and contract documents, a post-construction/ final site walk will be conducted with the ARM Fund Program, NHDES Wetlands Bureau permitting staff, project partners and contractors will be convened by the QUALIFIED PROFESSIONAL. If necessary, a list of action items and a timeline for completion or correction will be developed by the QUALIFIED PROFESSIONAL. The GRANTEE will provide NHDES with one P.E.-stamped as-built survey of the site to confirm as-built dimensions of any structures, locations of designated monitoring cross-sections, channel elevations for each cross-section, channel topography of the longitudinal profile, bank stabilization and planting areas. The as-built survey will be accompanied by one P.E.- stamped as-built report. The as-built report will include dated/captioned photos at each monitoring cross-section and of the restored areas. The report will include a summary of adaptive management strategies implemented during construction and provide the status of any plantings, completion of action items addressed during the final site walk through, and site stabilization measures.

### **Task III: Construction**

The construction contractor(s) hired by GRANTEE will replace the crossing structure and enact other project elements (i.e. mobilization/ demobilization, site preparation, water controls, sediment excavation and disposal, site work, demolition work, habitat creation, and site restoration) as per the final design plans and in accordance with the project's NHDES wetlands permit and conditions.

The GRANTEE agrees to work cooperatively with NHDES on the restoration of the stream and adjacent areas, including, during the initial construction phase, adaptively managing channel and restored wetland conditions. The construction plans, specifications, and bid items will anticipate adaptive management interventions that may be necessary to optimize channel conditions to improve hydrology and aquatic habitat connectivity. During the construction phase, the QUALIFIED PROESSIONAL shall convene field meetings as necessary between the Contractor, GRANTEE, ARM Fund Program, and other natural resource agency representatives with expertise in aquatic habitat connectivity to adaptively manage the site within the terms of the existing construction plans, approvals, and agreements.

### **Task IV. Long-Term Monitoring and Adaptive Management**

The GRANTEE will monitor the restoration project in accordance with the approved monitoring plan and prepare summary reports for a minimum of five years post-construction to determine whether the ecological performance standards in the Federal Mitigation Plan approved by USACOE have been successfully achieved. The GRANTEE, ARM Fund Program, and project partners will collaboratively review the monitoring results on an annual basis to evaluate whether the site is maintaining target aquatic resource functions and meeting the performance standards. The GRANTEE will be responsible for the long-term maintenance of the Restoration Areas and development of adaptive management actions at the site if needed. Adaptive management and remedial actions shall only be enacted and in coordination with agreed upon methodology by USACOE and the ARM Fund Program.

The GRANTEE shall allow NHDES unrestricted access to the restoration project areas for five consecutive years following construction completion. NHDES will assist with monitoring efforts, if necessary, to ensure the success of the activities taken and to ensure that no actions are occurring

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which could be detrimental to the attributes of the project. NHDES will refer any deficiencies observed to the GRANTEE to address.

**Task V. Land Protection**

The GRANTEE shall execute and record a conservation interest instrument (e.g. conservation easement or declaration of covenants and conservation restrictions) to protect the properties (Map 18 Lots 70 and 109) in perpetuity before December 31, 2027. The conservation interest instrument shall include, at a minimum, the following conditions or restrictions:

- a. The use of the Properties as hereinafter defined, shall be limited to open space conservation in perpetuity. No residential, commercial, or industrial uses shall be permitted.
- b. Public access on the Property shall be limited (i.e., not encouraged or facilitated) due to its location and the sensitive resources and habitat the project aims to restore and protect.
- c. The conservation instrument shall limit future encroachment on aquatic resources for expansion of transportation infrastructure.
- d. The conservation interest instrument shall grant to the State of New Hampshire, acting through the NHDES, a right of enforcement in the conservation restrictions.
- e. The GRANTEE shall monitor the Property on an annual basis in accordance with the *Standards and Practices* for stewardship of the Land Trust Alliance, to ensure that the terms of the declaration of covenants and conservation restrictions are being adhered to, and to ensure that no actions are occurring which could be detrimental to the conservation attributes of the Restoration Area. The GRANTEE agrees to submit a copy of the annual monitoring report to NHDES on December 31 of each year to document the monitoring actions taken.
- f. The GRANTEE shall return to NHDES ARM Fund Program \$425,283 if the GRANTEE fails to execute and record the conservation interest instrument and protect the Property in perpetuity.

**Task VI. Signage**

The GRANTEE will install a sign on or near the PROJECT location to acknowledge the NHDES support for the PROJECT, other funding partners and the PROJECT goals. The sign will contain the NHDES logo and a statement that the PROJECT has been completed with assistance from the New Hampshire Department of Environmental Services Aquatic Resource Mitigation Fund. Should the NHDES sign be damaged or destroyed, the GRANTEE agrees to work with NHDES to repair or replace it to the extent practicable.

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**G. Deliverable Schedule:**

Task	Deliverable	Due Date
I. Design & Permitting	Submit and obtain all required state, federal and local permit applications.	June 1, 2026
II. Construction Phase Engineering	Pre-construction meeting minutes, construction reports summarizing completed activities and correspondence, documentation of adaptive management strategies, P.E.-stamped as-built survey and report depicting and including all elements listed under F. Scope of Work: Task II	March 1, 2027
III. Construction	Successful completion of culvert replacement and restoration, site stabilization; and adaptive management strategy approval(s) and implementation (as needed)	December 31, 2026
IV. Long Term Monitoring	Annual monitoring reports, including summary of maintenance and adaptive management activities.	December 2027- December 1, 2031
V. Land Protection	Perpetual Land Protection mechanism (e.g., Conservation Easement or Declaration of Covenants and Conservation Restrictions) recorded in the Registry of Deeds	December 31, 2027
VI. Signage	Public Notices, Draft and Final Sign Design, Installed Sign	December 31, 2027

Grantee Initials JA  
Date 9/3/2025

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

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

Budgeted amounts by Task are estimated. The GRANTEE is authorized to move funds between Tasks based on actual expenses incurred by Task with an award amount not to exceed \$425,283.

Upon receipt and approval by NHDES of the invoices, NHDES shall issue payment to the GRANTEE in accordance with the following:

Task		ARM Budget	Payment Method
I	Design & Permitting	\$0	Recipient Contribution
II	Construction Phase Engineering	\$4,875	Upon Completion
III	Construction	\$274,468	Upon Completion
IV	Long Term Monitoring & Contingency Costs	\$95,940	Upon Completion
V	Land Protection	\$50,000	Upon Completion
VI	Signage	\$0	Recipient Contribution
TOTAL		\$425,283	

**Total amount to be authorized following approval by the Governor and Executive Council:** **\$425,283**

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

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

The billing address shall be as follows:

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

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

Grantee Initials JA  
Date 9/3/2025

**Certificate of Authority by Vote**

I, **Greg Spero**, hereby certify that I am a duly elected **Selectman** of **The Town of Atkinson, NH**. I hereby certify the following is a true copy of a vote taken at a meeting of the municipal board, duly called and held on **August 11, 2025**, at which a quorum of voting members were present and voting.

**VOTED:** That **John Apple, Town Administrator** is duly authorized to enter into contracts or agreements on behalf of the **Town of Atkinson, NH** with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract, for the **Sawmill Swamp Prime Wetland Restoration Project funding grant**, to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

**Dated:** 9-2-25

**Attest:** [Signature]

**STATE OF NEW HAMPSHIRE**

**COUNTY OF** Rockingham

On this 2nd day of September, 2025, before me, the undersigned notary public, personally appeared Greg Spero, Selectman of the Town of Atkinson, New Hampshire, to me personally known or otherwise proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding document, and acknowledged to me that he signed such document voluntarily for its stated purpose.

Notary Public Signature: Kari Bodycote

Notary Public Print Name: Kari Bodycote

My Commission Expires: 5/7/2030

Kari Bodycote

NOTARY PUBLIC

State of New Hampshire

My Commission Expires 5/7/2030



## CERTIFICATE OF COVERAGE

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

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

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

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

<i>Participating Member:</i> Town of Atkinson 19 Academy Avenue Atkinson, NH 03811		<i>Member Number:</i> 110	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex <sup>3</sup> PO Box 23 Hooksett, NH 03106-9716		
X	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
	<b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2025	1/1/2026	Each Occurrence	\$ 2,000,000
				General Aggregate	\$ 10,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
X	<b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000  <input type="checkbox"/> Any auto	1/1/2025	1/1/2026	Combined Single Limit (Each Accident)	\$ 2,000,000
				Aggregate	\$ 10,000,000
X	<b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2025	1/1/2026	X    Statutory	
				Each Accident	\$ 2,000,000
				Disease – Each Employee	\$ 2,000,000
				Disease – Policy Limit	
X	<b>Property (Special Risk includes Fire and Theft)</b>	1/1/2025	1/1/2026	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
<b>Description:</b> Proof of Primex Member coverage only.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> – NH Public Risk Management Exchange</b>
State of NH- Department of Environmental Services 29 Hazen Drive Concord, NH 03302			<b>By:</b> <i>Mary Beth Purcell</i>
			<b>Date:</b> 8/26/2025    mpurcell@nhprimex.org
			Please direct inquiries to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

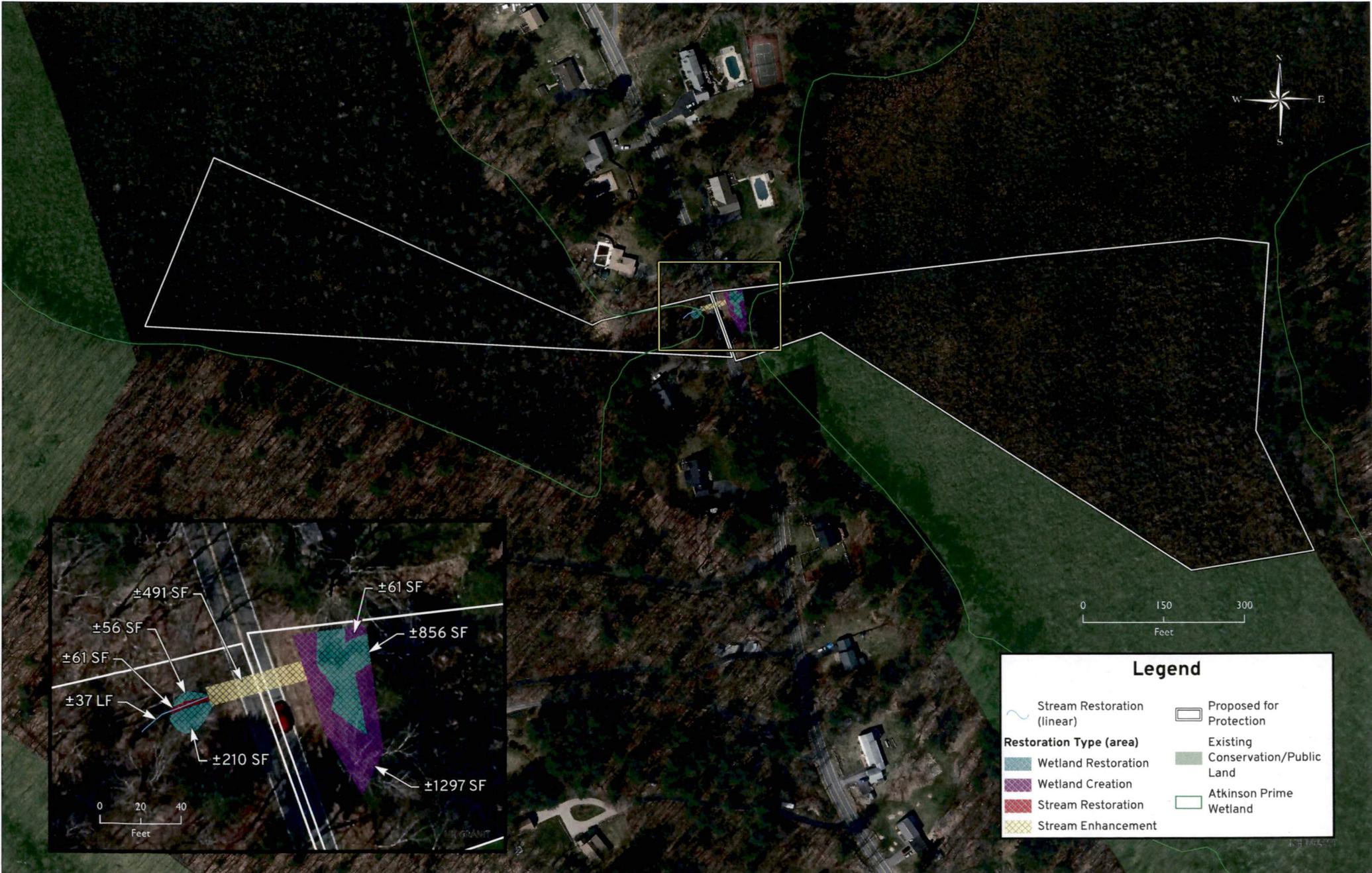
**ATTACHMENT A  
2024 Aquatic Resource Mitigation Fund Grants**

**Applications and Funding Amounts in Merrimack River & Salmon Falls- Piscataqua River  
Service Areas**

<b>Service Area/Grant Applicant/Project</b>	<b>Town</b>	<b>Requested Funding</b>	<b>Approved for Funding</b>
<b>Salmon Falls- Piscataqua</b> /Strafford School District/Kenneth Hill Pond Dam Removal	Strafford	\$477,000	Yes – Awarded \$463,764
<b>Salmon Falls- Piscataqua</b> /Town of New Market/Sawmill Swamp Wetland Crossing Restoration	New Market	\$128,000	Yes- Full funding
<b>Salmon Falls- Piscataqua</b> /University of New Hampshire/ Restoration of Upper College Brook	Durham	\$430,259	No – Funding fully allocated
<b>Merrimack/</b> Piscataquog Land Conservancy/ Great Meadows- Follansbee Preservation Project	New Boston	\$559,304	Yes- Full funding
<b>Merrimack</b> /Town of Atkinson/ Sawmill Swamp Prime Wetland Restoration at Maple Avenue in Atkinson	Atkinson	\$365,640	Yes - Full funding

**Site Selection Committee Voting List**

<b>Name</b>	<b>Agency/Organization</b>	<b>Title</b>	<b>Years of Service</b>
Peter Bowman	NH Dept. of Natural and Cultural Resources	Ecological Information Specialist	25
Michael Marchand	NH Fish and Game Department	Nongame and Endangered Species Coordinator	23
Michael Burke	NH Rivers Council/ American Rivers	Water Resources Engineer	21
Tracy Tarr	NH Association of Natural Scientists	Wetland Scientist	25
Charles DeCurtis	The Nature Conservancy	Lead Conservation Scientist Freshwater Program Manager	32
Ken Gallagher	Department of Business and Economic Affairs	Principal Planner	37
Brian Hotz	Society For the Protection of New Hampshire Forests	Vice President of Land Conservation	30



### Legend

 Stream Restoration (linear)	 Proposed for Protection
<b>Restoration Type (area)</b>	 Existing Conservation/Public Land
 Wetland Restoration	 Atkinson Prime Wetland
 Wetland Creation	
 Stream Restoration	
 Stream Enhancement	