



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



**Robert R. Scott, Commissioner**

**77 - 6/3/26**

May 6, 2026

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) Aquatic Resources Mitigation Fund Program (ARM Fund) to enter into a grant agreement with the Town of Tuftonboro, NH (Vendor Code #159967-B001) totaling \$215,000 for the purpose of permanently protecting 87-acre parcel and enhancing aquatic resources including streams and vernal pools in Tuftonboro, NH, effective upon Governor and Council approval through December 31, 2032. 100% ARM Funds. Hunting and fishing will be permissible on the property.

Funding is available in the following account:

03-44-44-442010-38710000-073-500580

Dept. Environmental Services, In-Lieu Wetland Mitigation, Grants Non-Federal

FY 2026

\$215,000

**EXPLANATION**

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

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

NHDES issued a request for proposals for ARM Funds available in the Pemigewasset-Winnepesaukee Rivers Service Area in April 2025. The NHDES received one full application within the Pemigewasset-Winnepesaukee Rivers Service and on November 20, 2025, ARM Fund Site Selection Committee recommended awarding funds to the Williams Property (Horner Lot) Project. The New Hampshire Wetlands Council and U.S. Army Corps of Engineers approved the recommendation to award funds to support the projects. Attachment A lists the proposals received and the ARM Fund Site Selection Committee members involved in the decision.

The Town of Tuftonboro proposes to utilize ARM funds to acquire and permanently protect the 87-acre parcel and enhance aquatic resources on the property including stream and vernal pools. The project will result in the acquisition of the 87-acre Williams (Horner) Property by the Town of Tuftonboro and permanent protection of the land and valuable aquatic resources in perpetuity through a conservation easement held and stewarded by the Lakes Region Conservation Trust. The project parcel encompasses 66 acres of upland, 21 acres of wetland and 3,595 linear feet of perennial stream channel and confirmed vernal pools. Restoration and enhancement activities proposed include 1,650 linear feet of stream enhancement through in-stream strategic wood additions and the

[www.des.nh.gov](http://www.des.nh.gov)

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

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

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enhancement of 0.3-acres of vernal pool through grading and native species planting, and performance monitoring and adaptive management to ensure success. The project area overlaps with over 81 acres of wildlife habitat classified as Tier 1, Highest Ranked in the State, by the NH State Wildlife Action Plan. The property contains valuable cold-water stream habitat for eastern brook trout and a definitive wildlife corridor that connects to the Melvin River. The parcel lies in the Pemigewasset-Winnepesaukee Rivers watershed and is under threat of residential development. Permanent protection of this parcel is critical to ensure the long-term viability of these irreplaceable aquatic resources. The site protection instrument will include provisions for public access and passive recreational uses including but not limited to hunting, fishing, wildlife viewing, hiking and snowshoeing. Motorized vehicle use is not permissible on the property due to the sensitive resources present and to ensure the resources are protected from degradation and destruction in perpetuity. Attachment B includes a map of the project location.

If 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.

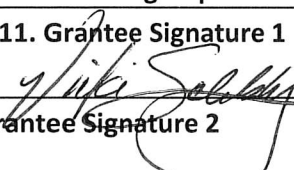
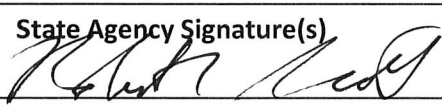
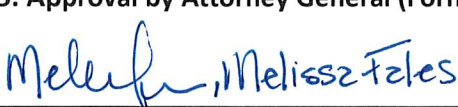
We respectfully request your approval.



Robert R. Scott, Commissioner

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

1. Identification and Definitions.

<b>1.1. State Agency Name</b> NH Department of Environmental Services		<b>1.2. State Agency Address</b> 29 Hazen Drive, Concord NH 03302-0095	
<b>1.3. Grantee Name</b> Town of Tuftonboro		<b>1.4. Grantee Address</b> PO Box 407, Melvin Village, NH 03850	
<b>1.5. Grantee Phone #</b> 603-569-4539	<b>1.6. Account Number</b> 03-44-44-442010- 38710000-073	<b>1.7. Completion Date</b> 12/31/2032	<b>1.8. Grant Limitation</b> \$215,000
<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> Vicki Soletsky, Chair of Conservation Commission	
<b>Grantee Signature 2</b>		<b>Name &amp; Title of Grantee Signor 2</b>	
<b>Grantee Signature 3</b>		<b>Name &amp; Title of Grantee Signor 3</b>	
<b>1.13. State Agency Signature(s)</b> 		<b>1.14. Name &amp; Title of State Agency Signor(s)</b> Robert R. Scott, Commissioner	
<b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b> By:  Assistant Attorney General, On: 5 / 11 / 20			
<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. 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. 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.

11.2.4 TERMINATION.

12. 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.

12.1. 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.

12.2. 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

- 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.

Grantee Initials MS  
 Date 4/3/26

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

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

**A. Project Title:**

Williams Property (Horner Lot) Project

**B. Project Period:**

Upon Governor & Council Approval through December 31, 2032

**C. Grant Amount:**

Total funds available for payment of allowable costs incurred under this Grant Agreement (Agreement) shall not exceed \$215,000. The New Hampshire Department of Environmental Services (NHDES) ARM Fund (ARM) will not reimburse the Town of Tuftonboro (GRANTEE) for costs exceeding the amount specified in this paragraph.

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

This Scope of Services describes the activities that have been agreed to between ARM and the GRANTEE, 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, 2032. 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, ARM 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 Williams Property (Horner Lot) Project objective is to permanently protect the 87-acre parcel and enhance aquatic resources on the property including streams and vernal pools. The project will result in the acquisition of the 87-acre Williams (Horner) Property by the Town of Tuftonboro and permanent protection of the land and valuable aquatic resources in perpetuity through a conservation easement held and stewarded by the Lakes Region Conservation Trust. The project parcel encompasses 66 acres of upland, 21 acres of wetland and 3,595 linear feet of perennial stream channel and confirmed vernal pools. Restoration and enhancement activities proposed include 1,650 linear feet of stream enhancement through in-stream strategic wood additions and the enhancement of 0.3-acres of vernal pool through grading and native plantings, and performance monitoring and adaptive management to ensure success. The project will restore, enhance, and protect similar functions and values to what was lost in the Pemigewasset-Winnepesaukee Rivers watershed by the permitted impacts that generated the funds, including groundwater recharge, sediment trapping, nutrient uptake/transformation, flood storage, ecological integrity, shoreline anchoring, wildlife habitat as well as continue the recent water quality protection activities and enhancements for eastern brook trout in the Melvin River.

The project area overlaps with over 81 acres of wildlife habitat classified as Tier 1, Highest Ranked in the State, by the NH State Wildlife Action Plan. The property contains valuable cold-water stream

habitat for eastern brook trout and a definitive wildlife corridor that connects to the Melvin River. The parcel lies in the Pemigewasset-Winnepesaukee Rivers watershed and is under threat of residential development. Permanent protection of this parcel is critical to ensure the long-term viability of these irreplaceable aquatic resources. The site protection instrument will include provisions for public access and passive recreational uses including hunting and fishing.

**F. Scope of Work:**

The GRANTEE agrees to complete the following tasks under this grant agreement with the NHDES 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 restoration work. The GRANTEE will obtain ARM approval for the final design and construction timeline.

The GRANTEE will work with ARM to develop a Federal Mitigation Plan for approval by the United States Army Corps of Engineers (USACOE) prior or parallel to the submittal of the wetlands permit application and project implementation. 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, site protection, long-term management plan, adaptive management plan, and financial assurance measures.

**Task II: Construction Phase Consulting Services**

The GRANTEE's selected contractor(s) will participate in a meeting before any site work begins that will include ARM, project partners and contractors to review permit conditions, construction schedule and lines of communication, and grant-related requirements. During the 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 and federal mitigation plans, as well as monitor the project site until it is stabilized. In the event questions or concerns arise during construction, QUALIFIED PROFESSIONAL will work with ARM, project partners, and contractor(s) to develop and implement adaptive management interventions that may be necessary to optimize the restoration outcomes. Adaptive management actions shall only be enacted and in coordination with the methodology agreed upon by the GRANTEE, ARM, NHDES Wetlands Bureau, USACOE, and other regulatory agency/partners.

The QUALIFIED PROFESSIONAL shall submit a report to ARM within 60 days of construction completion that will include a summary of the activities completed and photos of the restoration/enhancement areas, status of any plantings, a summary of any adaptive management strategies implemented during construction, and site stabilization measures.

**Task III: Construction**

The construction contractor(s) hired by GRANTEE will conduct the restoration/enhancement work as per the final permit approvals and work plan outlined in the project's federal mitigation plan.

The GRANTEE agrees to work cooperatively with ARM and NHDES Wetlands Bureau on the restoration and enhancement of aquatic resources on the property. The construction plans will anticipate adaptive management interventions that may be necessary to optimize restoration

outcomes. During the construction phase, the QUALIFIED PROFESSIONAL shall convene field meetings as necessary between the Contractor, QUALIFIED PROFESSIONAL, ARM, and other natural resource agency representatives with expertise in aquatic resource restoration to adaptively manage the site within the terms of the existing construction plans, approvals, and agreement.

**Task IV. Site Maintenance, Adaptive Management, and Performance Monitoring**

The GRANTEE will provide geomorphic and biological monitoring and prepare summary reports for five years post-construction in accordance with the project's monitoring plan and the performance standards in the Federal Mitigation Plan approved by USACOE. The GRANTEE, ARM, and project partners will collaboratively review the monitoring results on an annual basis to evaluate whether the site is successfully achieving the performance standards. The GRANTEE will be responsible for the maintenance of the Restoration Areas through the performance monitoring period and development of adaptive management actions at the site if needed. Adaptive management and remedial actions shall only be enacted and in coordination with methodology agreed upon by the GRANTEE, ARM, USACOE, and project partners.

The GRANTEE shall allow ARM unrestricted access to the restoration project areas for five consecutive years following construction completion. ARM will assist with the monitoring efforts, if necessary, to ensure the success of the activities taken and to ensure that no actions are occurring which could be detrimental to the attributes of the project. ARM will refer any deficiencies observed to the GRANTEE to address.

**Task V. Land Acquisition, Site Protection & Long-term Management**

The State of New Hampshire, its successors and assigns, represented by NHDES, agree to grant the GRANTEE the amount of up to \$215,000 for the purpose of acquiring a 87acre parcel of land owned by Beth Williams and Brenda Eaves located in the Town of Tuftonboro, County of Carroll, State of New Hampshire, identified on the tax records as Map 45 Lot 01-17 (PROPERTY). The GRANTEE shall use the \$215,000 grant to acquire and establish a conservation easement on the PROPERTY to be held by the Lakes Region Conservation Trust.

The GRANTEE agrees to complete the following tasks and abide by the following conditions or restrictions:

- a. To utilize the funds herein provided by the State of New Hampshire, acting through NHDES, for the acquisition and recordation of a conservation instrument on the PROPERTY as soon as possible, time being of the essence.
- b. To utilize the funds herein provided by the State of New Hampshire, acting through NHDES, to defray in part the acquisition and associated transaction costs incurred in securing the PROPERTY.
- c. To limit the use of the PROPERTY as hereinafter defined to conservation in perpetuity.
- d. To fulfill the requirements of 33 C.F.R. § 332.7(a) and establish a long-term protection mechanism for the aquatic habitats, riparian areas, buffers, and uplands that comprise the overall compensatory mitigation project area.
- e. That the PROPERTY acquired through this project will be monitored on an annual basis in

accordance with the *Standards and Practices for Stewardship* of the Land Trust Alliance, to ensure that the terms of the conservation instrument are being adhered to, and to ensure that no actions are occurring which could be detrimental to the conservation attributes of the PROPERTY. The GRANTEE agrees to submit a copy of the annual stewardship monitoring report on December 31 of each year to ARM Fund Program to document the actions taken.

f. To return to NHDES ARM Fund Program any funds herein provided to the extent of any loss due to any title that proves to be less than clear and marketable for all properties protected under this contract.

g. To return to NHDES ARM Fund Program any funds herein provided if the GRANTEE fails to complete the PROPERTY acquisition and the tasks outlined within this grant agreement.

**Task VI. Signage**

The GRANTEE agrees to place a sign at a prominent location on or near the Restoration Area in agreed upon location by the GRANTEE and ARM. The sign should contain at a minimum the NHDES logo and the following statement: "This project was funded, in part, by the New Hampshire Aquatic Resource Mitigation Fund". Should the sign be damaged or destroyed, the GRANTEE agrees to repair or replace it with identical signage and to share any costs associated with that repair or replacement to the extent reasonably practicable.

**G. Deliverable Schedule:**

Task	Deliverable	Timeframe
I. Design & Permitting	Submit all required state, federal and local permit applications; Approved Federal Mitigation Plan	Upon G&C approval- April 2027
II. Construction Phase Consulting	Construction status meeting notes/reports, adaptive management strategies, photos, post-restoration reports and record drawings, etc.	March 31, 2028
III. Construction	Successful completion of the site restoration work in accordance with the approved plans, adaptive management strategy approval(s) and implementation (as-needed)	December 31, 2027
IV. Site Maintenance, Adaptive Management, and Performance Monitoring	Annual post-construction performance monitoring reports, including maintenance and adaptive management activities.	Annually by December 31, 2028- 2032
V. Land Acquisition, Site Protection, and Long-term Management	Recorded long-term protection mechanism approved by USACOE in accordance with 33 C.F.R. § 332.7(a)	December 31, 2026
VI. Signage	Draft and Final Sign Design, Installed Sign	December 31, 2032

**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 ARM of the invoices, payment to the GRANTEE shall be transferred 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 \$215,000.

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

Task		ARM Budget	Payment Method
I	Design & Permitting	\$3,200	Upon Completion
II	Construction Phase Consulting Services	\$5,000	Upon Completion
III	Construction	\$13,500	Upon Completion
IV	Site Maintenance, Adaptive Management, and Performance Monitoring	\$10,000	Upon Completion
V	Land Acquisition, Site Protection & Long-term Management	\$183,300	Upon Completion
VI	Signage	\$0	Upon Completion
TOTAL		\$215,000	

**Total amount to be authorized following approval by the Governor and Executive Council: \$215,000**

Payments shall be made by ARM to the GRANTEE upon approval of stated deliverables and verification of the value of completed work through submitting invoices for services rendered.

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  
ATTN: Emily Nichols, ARM Fund Program Manager

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

**CERTIFICATION OF VOTE OF AUTHORIZATION**

I, Audrey Fraizer, Tuftonboro Town Administrator, do hereby certify that at a meeting held on March 10, 2026, the Board of Selectmen voted to enter into an Aquatic Resource Mitigation (ARM) Fund grant agreement with the New Hampshire Department of Environmental Services for Williams Property Project in Tuftonboro, NH.

The Board of Selectmen further authorized Vicki Soletsky, Chair of the Tuftonboro Conservation Commission, to execute any documents which may be necessary for this contract.

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

In witness whereof, I have hereunto set my hand as Audrey Fraizer, Tuftonboro Town Administrator, on this day the, March 10, 2026.

Audrey Fraizer  
signature

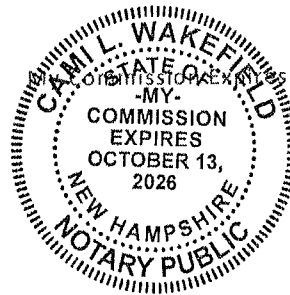
3/11/2026  
date

On this date, March 10, 2026, Audrey Fraizer, Tuftonboro Town Administrator, personally appeared before me, the undersigned notary public officer, who acknowledged Vicki Soletsky to be the Chair of the Tuftonboro Conservation Commission being authorized to do so, executed the foregoing instrument for the purpose therein contained.

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

Cami Wakefield  
notary public signature

3/11/2026  
date





## 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.

Participating Member: Town of Tufonboro PO Box 407 Melvin Village, NH 03850		Member Number: 313	Company Affording Coverage: NH Public Risk Management Exchange - Primex <sup>3</sup> PO Box 23 Hooksett, NH 03106-9716	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <input type="checkbox"/> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2026	1/1/2027	Each Occurrence	\$ 2,000,000
			General Aggregate	\$ 10,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input checked="" type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000  <input type="checkbox"/> Any auto	1/1/2026	1/1/2027	Combined Single Limit (Each Accident)	\$2,000,000
			Aggregate	\$10,000,000
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2026	1/1/2027	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease – Each Employee	\$2,000,000
			Disease – Policy Limit	
<input checked="" type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>	1/1/2026	1/1/2027	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
<b>Description:</b> Proof of Primex Member coverage only. Pollution and hazardous waste related liabilities, expenses and claims are excluded from coverage in the coverage document.				

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex <sup>3</sup> – NH Public Risk Management Exchange
State of New Hampshire Department of Environmental Services 29 Hazen Drive, PO Box 95 Concord, NH 03302-0095			By: <i>Mary Beth Purcell</i>
			Date: 4/6/2026    mpurcell@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

**ATTACHMENT A  
2025 Aquatic Resource Mitigation Fund Grants**

**Applications and Funding Amounts in Pemigewasset-Winnipisaukee Rivers Service Area**

<b>Grant Applicant/Project</b>	<b>Town</b>	<b>Requested Funding Amount</b>	<b>Approved for Funding</b>
Town of Tuftonboro/Williams Property (Horner Lot) Project	Tuftonboro	\$215,000	Yes-full award

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

**Site Selection Committee Voting List**

<b>Name</b>	<b>Agency/Organization</b>	<b>Title</b>	<b>Years of Experience</b>
Peter Bowman	NH Dept. of Resources & Economic Development	Ecological Information Specialist	25
Melissa Winters	NH Fish and Game Department	Certified Wildlife Biologist	20
Tracy Tarr	NH Association of Natural Scientists	Wetland Scientist	25
Charles DeCurtis	The Nature Conservancy	Lead Conservation Scientist - Freshwater Program Manager	32
Ken Gallegher	NH Department of Business and Economic Affairs	Principal Planner	37
John Davis	NH Association of Conservation Commissions	Surry Conservation Commission	20
William Thomas	NH Department of Environmental Services	Dam Restoration Coordinator	32
Michael Burke	NH Rivers Council/American Rivers Inc.	Water Resources Engineer	22

# Williams Lot Tuftonboro, NH Pemigewasset - Winnipasaukee Service Area

