



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



Robert R. Scott, Commissioner

108 - 6/17/26

May 20, 2026

Her Excellency, Governor Kelley 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 LWM Residential LLC of Hanover, NH, (VC#578767-B001) totaling \$282,876 for the purpose of restoring and enhancing aquatic resource and functions along the Mascoma River in Lebanon, NH, effective upon Governor and Council approval through December 31, 2032. 100% ARM Funds. Fishing is a permissible use on the land. Hunting is not a permissible use on the property due to its proximity to residential areas.

Funding is available in the following account:

03-44-44-442010-38710000-073-500578

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

FY 2026

\$282,876

**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 Lower Connecticut River Service Area in April 2025. The NHDES received three applications within the Lower Connecticut Service Area and on November 20, 2025, ARM Fund Site Selection Committee recommended awarding funds to the Lebanon Woolen Mill Project.

The Committee recognized the significance of this project as it relates to the restoration of significant ecological resources, however, due to the competitive nature of this grant round and limited available funding within the Lower Connecticut River watershed, only partial funding is available for this 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.

LWM Residential LLC proposes to utilize ARM funds to restore and enhance aquatic resources and functions along

the Mascoma River, in Lebanon, NH. Restoration and enhancement activities include removal of approximately 4,000 cubic yards of spoil material and construction debris within the river channel and floodplain, re-grading, restoration planting with native species and implementing an invasive species management plan to establish high functioning riparian buffers. The project will provide 0.32 acres of wetland restoration, 0.44 acres of riparian buffer enhancement (210 linear feet) and 0.74 acres of floodplain wetland enhancement. The project is located on the shore of the Mascoma River, which is a State Designated River. The property is the site of the former Lebanon Woolen Mill and being redeveloped for residential properties and associated green space. ARM funds will focus solely on the aquatic resource restoration and compliment restoration and remediation efforts supported by NHDES Brownfields, NH Invest, and Monadnock Economic Development Corporation. The Mascoma River Local Advisory Committee made the unanimous decision to support the project and noted the City's classification of the area as "significant ecological area". The project is supported by the Lebanon Conservation Commission. The project will restore, enhance, and protect functions and values including flood storage, production export, shoreline stabilization, wildlife habitat and sediment/toxicant/pathogen retention.

To ensure the sustainability of the restored aquatic resources and their buffers, conservation restrictions will be placed on the restoration areas to prevent future degradation and destruction. The site projection mechanism will include a provision for designated points for public access for passive recreational uses including but not limited to fishing, hiking, and wildlife viewing. Hunting is not permissible on the property due to the proximity to residential areas. Motorized vehicles use is not permissible within the restoration areas due to the sensitive habitat and environment. 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, substance, and execution by the Attorney General's office.



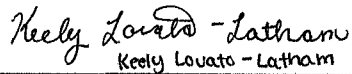
We respectfully request your approval.



Robert R. Scott, Commissioner

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

I. 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> LWM Residential LLC		<b>1.4. Grantee Address</b> 34 S Main St #4 Hanover, NH 03755 USA	
<b>1.5 Grantee Phone #</b> 302 598-3492	<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> \$ 282,876
<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> Jon Lividas, Manager	
<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 Louato - Latham		Assistant Attorney General, On: 5 / 28 / 2026	
<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. 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.
- 8.1. 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.
- 8.2. 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.
14. 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.
15. 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.
16. INSURANCE.
17. 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.

Grantee Initials JL  
Date 4/13/20

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

Aquatic Resource Mitigation (ARM) funds are contingent upon the following:

- 1) The LWM Residential LLC fulfilling the requirements of 33 C.F.R. § 332.7 to establish a long-term site protection mechanism and long-term management plan for the aquatic habitats, riparian areas, buffers, and uplands that comprise the overall compensatory mitigation project area.
- 2) The completion of a sediment analysis of the floodplain and buffer restoration areas, submittal of remediation plan if contaminant levels exceed acceptance limits. LWM Residential LLC must demonstrate willingness to modify the plans during the design phase and adaptively manage the site during construction as information on contamination becomes available. LWM Residential LLC must provide NHDES documentation that if contamination is encountered during restoration, alternative funding from the ARM Fund will be used for disposal and remediation.

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

**A. Project Title:**

Lebanon Woolen Mill 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 shall not exceed \$282,876. The New Hampshire Department of Environmental Services (NHDES) Aquatic Resource Mitigation (ARM) Fund will not reimburse LWM Residential LLC (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, 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, 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 Lebanon Woolen Mill Project objective is to restore and enhance aquatic resources and functions along the Mascoma River, in Lebanon, NH. Restoration and enhancement activities include removal of approximately 4,000 cubic yards of spoil material and construction debris within the river channel and floodplain, re-grading, restoration planting with native species and implementing an invasive species management plan to establish high functioning riparian buffers. The project will

provide 0.32 acres of wetland restoration, 0.44 acres of riparian buffer enhancement (210 linear feet) and 0.74 acres of floodplain wetland enhancement. The project is located on the shore of the Mascoma River, which is a State Designated River. The Mascoma River Local Advisory Committee made the unanimous decision to support the project with three recommendations (that would be satisfied through ARM fund requirements) and noted the City's classification of the area as a "significant ecological area". The project will restore, enhance, and protect similar functions and values to what was lost in the Lower Connecticut River watershed by the permitted impacts that generated the funds (several of which were in the same town), including flood storage, production export, shoreline stabilization, wildlife habitat and sediment/toxicant/pathogen retention. Additionally, the project will enhance functions for fish and shellfish habitat.

ARM funds will also be utilized to establish a long-term protection mechanism for all restored areas in accordance with 33 C.F.R. § 332.7(a) of the Federal Mitigation Rule. The long-term protection mechanism may include a provision for designated points for public access for passive recreational uses to ensure restored areas are allowed to be reestablished and be sustained in natural state in perpetuity.

**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 to 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 Engineering 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.

The GRANTEE will provide ARM with one as-built survey of the site to confirm as-built dimensions of any features, locations of designated monitoring points and profiles, and planting areas. The as-built survey will be accompanied by an 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 complete restoration work in accordance with any permits required. Prior to starting any work under this task, the GRANTEE will notify the NHDES ARM Fund Program staff of the date on which work under this agreement is expected to start. Work under this task includes site preparation and mobilization, water control measures, sediment/fill excavation and proper disposal, regrading and restoration of floodplain wetlands, stream bank and slope stabilization, native plantings, site stabilization, and demobilization.

The GRANTEE agrees to work cooperatively with the ARM Fund Program to implement adaptive management interventions that may be necessary to optimize restoration conditions to improve floodplain re-engagement/hydrology and aquatic and wildlife habitat connectivity. During the construction phase, the QUALIFIED PROFESSIONAL shall convene field meetings as necessary between the Contractor, GRANTEE, ARM Fund Program, and other natural resource agency representatives to adaptively manage the site within the terms of the existing construction plans, approvals and agreements.

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

The GRANTEE will survey the restoration areas annually and prepare summary reports for five years post-construction to determine whether the performance standards included in the Federal Mitigation Plan approved by USACOE have been successfully achieved. The GRANTEE, NHDES, and project partners will collaboratively review the monitoring results on an annual basis, to evaluate whether the site is maintaining target functions and performance standards. The GRANTEE will be responsible for the 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 the GRANTEE, ARM, USACOE and project partners.

The GRANTEE shall allow NHDES unrestricted access to the aquatic habitats, riparian areas, buffers, and uplands that comprise the overall compensatory mitigation project area (PROPERTY). The NHDES ARM Fund Program monitor the PROPERTY on an annual basis for a period of five (5) years following construction completion to ensure the success of the activities taken and to ensure that no actions are occurring which could be detrimental to the attributes of the project areas. NHDES will refer any deficiencies observed to the GRANTEE to address.

**Task V. Long-term Protection & Long-term Stewardship**

The GRANTEE shall use a portion of the ARM grant funding 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.

**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 Engineering	Pre-construction meeting minutes, weekly construction status meeting notes, construction progress reports, adaptive management strategies, photos, substantial completion meeting minutes, PE-stamped as-built report, survey 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. Long-term Protection & Stewardship	Recorded long-term protection mechanism and management plan approved by USACE in accordance with 33 C.F.R. § 332.7(a)	December 31, 2032
VI. Signage	Draft and Final Sign Design, Installed Sign	December 31, 2032

Initials *JL*  
Date *4/17/24*

**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 \$282,876.

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	\$45,000	Upon Completion
II	Construction Phase Engineering	\$32,000	Upon Completion
III	Construction	\$150,000	Upon Completion
IV	Site Maintenance, Adaptive Management, and Performance Monitoring	\$45,000	Upon Completion
V	Long-term Protection & Stewardship	\$10,000	Upon Completion
VI	Signage	\$876	Upon Completion
TOTAL		\$282,876	

**Total amount to be authorized following approval by the Governor and Executive Council: \$282,876**

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 03302-0095  
ATTN: Emily Nichols, ARM Fund Program Manager

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

Initials EL  
Date 4/13/21

# State of New Hampshire

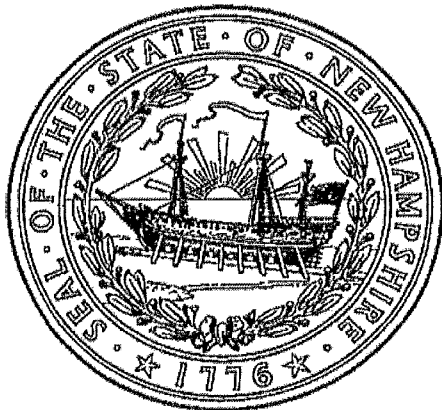
## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that LWM RESIDENTIAL LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on December 09, 2021. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 887783

Certificate Number: 0007908709



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 15th day of April A.D. 2026.

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

David M. Scanlan  
Secretary of State

**LWM RESIDENTIAL LLC**

**CERTIFICATE OF AUTHORITY**

The undersigned, Jonathan H. Paul, being a Manager of LWM Residential LLC, a Delaware limited liability company (the "Company"), does hereby certify as follows:

1. That the Company's governing body has voted to accept funds and enter into a grant Agreement (the "Grant Agreement") with the State of New Hampshire Department of Environmental Services.
2. That Jonathan E. Livadas, as Manager of the Company, be, and he hereby is, authorized on behalf of the Company to execute and deliver said Grant Agreement in the name of the Company or otherwise as he, in his sole discretion, may deem necessary or appropriate in order to effectuate the Grant Agreement or to carry out the purposes of the foregoing resolutions, upon such terms and conditions as he, in his discretion, may approve, such approval to be conclusively established by his action with respect thereto, or his execution thereof, including, without limitation, the execution and delivery of all necessary documents, instruments and agreements including, without limitation, the Grant Agreement.

DATED: April 13, 2026

**LWM Residential LLC**

By: J. H. Paul  
Name: Jonathan H. Paul  
Title: Manager

STATE OF MASSACHUSETTS  
COUNTY OF Suffolk

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of April, 2026 by Jonathan H. Paul, as Manager of LWM Residential, LLC, a Delaware limited liability company, on behalf of the limited liability company.



Pamela Cirame  
State of Massachusetts, Notary Public  
Printed Name: Pamela J. Cirame  
My Commission Expires: 10/21/2027

## LWM RESIDENTIAL LLC

### CONSENT OF THE MANAGERS

The undersigned, Jonathan E. Livadas and Jonathan H. Paul, being the Managers of LWM Residential LLC, a Delaware limited liability company (the "Company"), do hereby approve and adopt the following resolutions:

RESOLVED: That the Company is hereby authorized to accept funds and to enter into a grant agreement (the "Grant Agreement") with the State of New Hampshire Department of Environmental Services for the Lebanon Woolen Mill Project in Lebanon, New Hampshire; and be it further

FURTHER

RESOLVED: That Jonathan E. Livadas, as Manager of the Company, be, and hereby is, authorized on behalf of the Company to execute and deliver said Grant Agreement in the name of the Company or otherwise as he, in his sole discretion, may deem necessary or appropriate in order to effectuate the Grant Agreement or to carry out the purposes of the foregoing resolutions, upon such terms and conditions as he, in his discretion, may approve, such approval to be conclusively established by his action with respect thereto, or his execution thereof, including, without limitation, the execution and delivery of all necessary documents, instruments and agreements including, without limitation, the Grant Agreement; and be it further

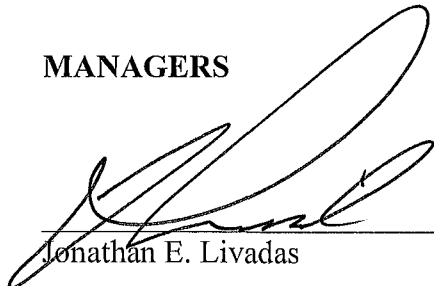
FURTHER

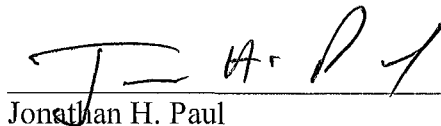
RESOLVED: That any and all actions taken on behalf of the Company by said Jonathan E. Livadas and/or Jonathan H. Paul prior to the date of this Consent of the Managers in connection with the Resolutions set forth above are hereby ratified, confirmed and approved in all respects.

This document shall be filed as part of the records of the Company.

DATED: 4/14, 2026

**MANAGERS**

  
\_\_\_\_\_  
Jonathan E. Livadas

  
\_\_\_\_\_  
Jonathan H. Paul



**From:** [REDACTED]  
**Sent:** Thursday, May 28, 2026 9:41 AM  
**To:** Nichols, Emily  
**Subject:** Re: ACTION NEEDED: ARM Fund Grant to LWM

**EXTERNAL EMAIL WARNING!** This email originated outside of the New Hampshire Executive Branch network. Do not open attachments or click on links unless you recognize the sender and are expecting the email. Do not enter your username and password on sites that you have reached through an email link. Forward suspicious and unexpected messages by clicking the Phish Alert button in your Outlook and if you did click or enter credentials by mistake, report it immediately to [helpdesk@doit.nh.gov](mailto:helpdesk@doit.nh.gov)!

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I'm on the road. This entity was created for the purpose of buying this specific property. We do not have employees

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**From:** Nichols, Emily <[Emily.P.Nichols@des.nh.gov](mailto:Emily.P.Nichols@des.nh.gov)>  
**Sent:** Thursday, May 28, 2026 9:26:04 AM  
**To:** [REDACTED]  
**Subject:** ACTION NEEDED: ARM Fund Grant to LWM

Hi Jon,

The Office of the Attorney General's office is requesting documentation asserting why LWM does not carry workers compensation insurance (as required by statute for grant agreement contracts). This clarification is necessary to move the grant agreement forward and be accepted on the June 17<sup>th</sup> or July 8<sup>th</sup> G&C agenda.

Can you please provide documentation on LWM letterhead clarifying if the LWM doesn't have any employees and/or additional justification asserting why your organization doesn't carry workers compensation insurance? Thank you in advance and please reach out if there are other questions.

Kind regards,

Emily

Emily Nichols  
[Aquatic Resource Mitigation Program](#)  
Wetlands Bureau, Land Resources Management  
Water Division, NH Department of Environmental Services  
P.O. Box 95  
Concord, NH 03302-0095  
Email: [Emily.P.Nichols@des.nh.gov](mailto:Emily.P.Nichols@des.nh.gov)  
Phone: (603) 271-4059

*We value your feedback. Please consider completing a 3-minute [customer satisfaction survey](#).*

**ATTACHMENT A**  
**2025 Aquatic Resource Mitigation Fund Grants**  
**Applications and Funding Amounts in Lower Connecticut River Service Area**

<b>Grant Applicant/Project</b>	<b>Town</b>	<b>Requested Funding Amount</b>	<b>Approved for Funding</b>
The Nature Conservancy/ Ashuelot River Connectivity Project: Fiske Mill Dam Removal	Hinsdale	\$600,000	Yes – full funding
Connecticut River Conservancy/ Stone Pond Dam removal and Scott Brook Restoration Project	Fitzwilliam	\$240,750	Yes – full funding
LMW Residential LLC/ Lebanon Woolen Mill	Lebanon	540,000	\$282,876*-partial funding

**\*Partial funding award recommendations due to the competitive nature of this grant round and limited available funding within the service area**

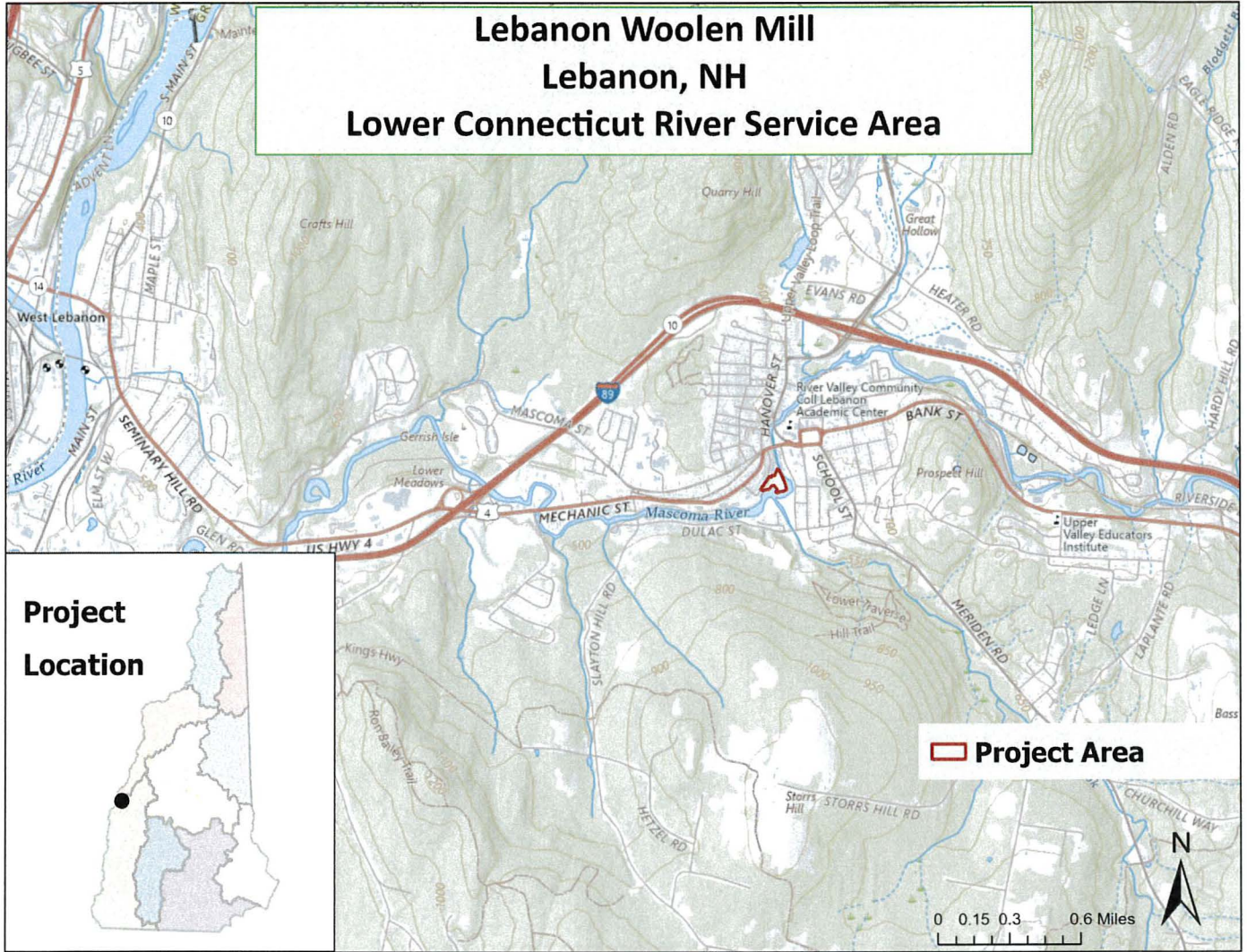
(Note: Each Committee member scores the projects and their scores are combined to create a total score.)

**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
Michael Burke	NH Rivers Council/ American Rivers	Water Resources Engineer	21
Ken Gallegher	NH Department of Business and Economic Affairs	Principal Planner	37
John Davis	NH Association of Conservation Commissions	Surry Conservation Commission	20

Abstained from voting: William Thomas, NHDES Dam Bureau Restoration Coordination; Charles DeCurtis, The Nature Conservation, Lead Conservation Scientist- Freshwater Program Manager

**Lebanon Woolen Mill  
Lebanon, NH  
Lower Connecticut River Service Area**



**Project  
Location**

