APR14'21 PM12:52 RCVD

OR
44

New Hampshire
Department of Agriculture, Markets & Food

Shawn N. Jasper, Commissioner

April 21, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire State Conservation Committee (SCC) to enter into a grant with The Nature Conservancy, NH Chapter, Concord, NH, Vendor Code 177785-B002, in the amount of $24,000.00 for *Enhancing Ecosystem Services and Coastal Resilience at Philbrick Pond* project in the Town of North Hampton, Rockingham County, effective upon Governor and Council approval through April 30, 2023. 100% Other Funds.

Funding is available in account, Soil Conservation, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified, pending FY 22 & 23 budget approval.

Funding is available in the Conservation Number Plate account as follows:
02-18-18-184500-28600000 SOIL CONSERVATION

OBJECT CLASS	ACCOUNT	FY 2022	FY 2023	TOTAL
073-500581	Grants – State	$12,000.00	$12,000.00	$24,000.00

EXPLANATION

The State Conservation Committee (SCC) in fulfillment of its responsibilities under the Conservation Number Plate grant program, RSA 261:97-c III(a), wishes to provide grant funds to The Nature Conservancy, NH Chapter to perform certain tasks as enumerated in Exhibit B for the purposes of restoring wildlife habitat and enhance coastal resilience of the Philbrick Pond salt marsh system by retrofitting the existing culvert that drains to the Atlantic Ocean. The SCC is confident that the grantee possesses the necessary staff and resources to effectively carry out the duties imposed by this grant.

Respectfully submitted,

Shawn N. Jasper
Commissioner

Office of Commissioner 25 Capitol Street PO Box 2042 Concord, NH 03302-2042
www.agriculture.nh.gov/divisions (603) 271-3551 Fax: (603) 271-1109
TDD Access: Relay NH 1-800-735-2964

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State Conservation Committee		1.2 State Agency Address P.O. Box 2042 Concord, NH 03302	
1.3 Contractor Name The Nature Conservancy Vender Code #177785-B002		1.4 Contractor Address 22 Bridge Street, 4th Floor Concord, NH 03301	
1.5 Contractor Phone Number 603-224-5853	1.6 Account Number	1.7 Completion Date 4/30/2023	1.8 Price Limitation $24,000.00
1.9 Contracting Officer for State Agency Deirdre Brickner-Wood, SCC Grant Administrator		1.10 State Agency Telephone Number 603-271-3551	
1.11 Contractor Signature Pete Steckler Date: 4/08/2021		1.12 Name and Title of Contractor Signatory Pete Steckler GIS & Conservation Project Manager	
1.13 State Agency Signature Shawn Jasper Date: 4/12/21		1.14 Name and Title of State Agency Signatory Shawn N. Jasper Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: */s/ Stacie M. Moeser* On: April 12, 2021			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials P.S.
Date 4/08/2021

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision 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 Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor 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 cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default 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 Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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, papers, and documents, all whether finished or unfinished.

10.2 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.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials P.S.

Date 4/08/2021

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) 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. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. 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 given in blocks 1.2 and 1.4, herein.

17. 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 Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. 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.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. 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 with respect to the subject matter hereof.

Contractor Initials P.S.
Date 4/08/2021

Exhibit A
Special Provisions

There are no modifications, deletions or additions to the General Provision of this form.

Exhibit B
Scope of Services

The Nature Conservancy shall perform the following tasks as described below and detailed in the proposal titled *Enhancing Ecosystem Services and Coastal Resilience at Philbrick Pond* in the Town of North Hampton, Rockingham County, NH, dated September 10, 2020:

Task 1.

a. Complete Philbrick Pond Cobble Weir replacement in the Town of North Hampton, retrofitting the existing culvert at the outlet of the pond that drains under Route 1A (Ocean Boulevard) to the Atlantic Ocean. SCC grant funds will support construction and/or engineering activities and associated indirect for outcomes. Provide documentation of costs and demonstration of improvement completion.

b. Develop outreach materials and provide documentation of relevant publications. Outreach materials produced for public distribution shall include the NH State Conservation Committee Moose Plate logo and acknowledgment the project was funded by the NH State Conservation Committee Conservation Moose Plate Grant Program.

c. Provide at least one project photograph (JPG) for NH State Conservation Committee use.

d. Install and display, as appropriate to the project, the NH State Conservation Committee Moose Plate sign, provided by the NH State Conservation Committee. Provide a dated photograph of displayed sign.

e. Submit final report in the NH State Conservation Committee format provided. The final report and all attachments as instructed by the SCC.

Subcontract Provision
The Grantee may subcontract the services described in the Tasks to entities that are qualified and appropriately licensed to conduct such activities.

Exhibit C
Contract Price and Method of Payment

All services shall be performed to the satisfaction of the NH State Conservation Committee (SCC) before payment is made. All payments shall be made upon receipt and approval of stated outputs and completion of the project.

Payment shall be made in accordance with the following schedule based upon completion of specific tasks described in Exhibit B:

Upon Completion and SCC approval of Task 1	$24,000.00
Total	$24,000.00

Contractor Initials P.S.
Date 4/08/2021

State of New Hampshire
Department of State

CERTIFICATE

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

Business ID: **75056**
Certificate Number: **0005273729**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of March A.D. 2021.

William M. Gardner
Secretary of State

CERTIFICATE of AUTHORITY

I, Hans Birle (Certifying Officer Name), Assistant Secretary (Certifying Officer Title) of the The Nature Conservancy (Grantee Name) do hereby certify that:

1. I am the duly elected Assistant Secretary of The Nature Conservancy (Certifying Officer Title);

2. The Nature Conservancy (Grantee Name) has agreed to accept New Hampshire State Conservation Committee funds and to enter into a contract with the NH State Conservation Committee, Department of Agriculture, Markets and Foods;

3. The Nature Conservancy (Grantee Name) further authorized the GIS & Conservation Project Manager (Officer Title) to execute any documents which may be necessary for this contract;

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

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

Peter Steckler
Print (Officer Name)

GIS & Conservation Project Manager
Print (Officer Title)

6. I have hereunto set my hand as the

Hans P. Birle
Sign (Certifying Officer Name)

APRIL 8, 2021
Date Signed:

HANS P. BIRLE
Print (Certifying Officer Name)

ASSISTANT SECRETARY
Print (Certifying Officer Title)

CERTIFICATE of AUTHORITY

I, Hans P, Birle, Assistant Secretary of The Nature Conservancy ("TNC"), do hereby certify that:

1. I am the duly elected Assistant Secretary of TNC;

2. I further certify that at a meeting held on June 24, 2016, TNC's Board of Directors voted to delegate to the President and CEO the authority to acquire and/or transfer any real estate in any transaction provided that the purchase price does not exceed twenty-five million dollars ($25,000,000) and to execute and deliver documents including, but not limited to, deeds, conservation easements, contracts, agreements, leases, licenses, assignments, options, mortgages, deeds of trust, notes, loan agreements, and affidavits and to enter into any non-real estate contract or other agreement or transactions provided that the contract does not exceed twenty-five million dollars ($25,000,000).

3. I further certify that the delegation also included the authority to delegate to any person the ministerial duties of implementing any action taken pursuant to this delegation, including the execution, delivery, or acceptance of legal documents.

4. I further certify that Terry Sullivan, Division Director, was delegated real estate and non-real estate authority and the authority to further delegate such authority.

5. I further certify that on May 18, 2018, Terry Sullivan delegated to Mark Zankel the authority to approve real estate and non-real estate contracts that do not exceed one million dollars ($1,000,000)

6. I further certify Mark Zankel has been appointed and now occupies the office of the New Hampshire State Director of The Nature Conservancy and that he is authorized to accept the Department of Environmental Services funds and to enter into a contract with the Department of Environmental Services;

7. I further certify that Mark Zankel, in his capacity as New Hampshire State Director of The Nature Conservancy, is authorized to execute any documents which may be necessary for this contract;

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

IN WITNESS WHEREOF, I have hereunto set my hand as Assistant Secretary of The Nature Conservancy on the 8th day of APRIL 2021.

Hans P. Birle

Name: Hans P. Birle
Title: Assistant Secretary

To: New Hampshire Staff Listed on Attachment A

Cc: Kate Turner

From: Mark Zankel, New Hampshire State Director

Date: November 13, 2019

DELEGATION OF AUTHORITY

In my capacity as Director of the New Hampshire Chapter, I delegate to you in the capacity described on Attachment A the authority to approve real estate and non-real estate contracts and other agreements and transactions ("transactions") that relate to the responsibilities of your position, effective the date of this memorandum and subject to the following conditions:

1. Scope. You may approve:

   a. all transactions described in the delegation to The Nature Conservancy's President by the Board of Directors of The Nature Conservancy (Presidential Delegation) as set forth in the Board of Directors resolution dated June 24, 2016 (a copy of which is attached) subject to the limits and restrictions indicated for you on Attachment A, and

   b. If indicated on Attachment A, commitment of up to the amount indicated for an option to purchase, or as a down payment for a contract or other agreement to purchase land, for real estate transactions that exceed the authority delegated in paragraph 1.a.

2. Policies and Procedures. This delegation of authority is subject to compliance with TNC's policies and procedures in effect from time to time.

3. Sub-delegation. You may not further delegate the authority delegated to you.

4. Ministerial Duties. Any authority hereunder and delegated hereunder, unless otherwise stated, shall also include the authority to delegate to any person the ministerial duties of implementing any action taken pursuant to this delegation, including the execution, delivery, or acceptance of legal documents. The ministerial delegation should be documented in an appropriate manner.

5. Approval Requirements. This delegation of authority shall be subject to (a) "Board Approval Requirements" contained in the Board's delegation of authority to The Nature Conservancy's President, (b) other guidelines established from time to time by the Board or any committee thereof, (c) the Conservation Project Review and Approval Process memo dated May 10, 2018 and any supplements or amendments thereto, and (d) any other applicable guidelines and procedures that may be established from time to time.

6. Legal Review: Project approval does not imply or convey approval of any legal document involved in completion of the project. All legal documents which create legal obligations regarding real estate transactions without further Conservancy action (e.g., purchase agreements, deeds, leases, rights of first refusal, easements, management agreements or management leases) must be approved by a Conservancy attorney before execution regardless of prior project approval.

Agreements that do not involve real estate transactions may require legal review under applicable standard operating procedures.

7. Rescission. The above authority delegated to you rescinds and supersedes any prior delegation of authority. This delegation of authority is only to you in your position described in Attachment A. It will automatically rescind in the event you cease to hold this position. I reserve the right to rescind this delegation of authority at any time.

Please refer any questions you may have concerning your authority or interpretation of this delegation directly to your assigned TNC attorney.

Attachment A

Name	Title/Capacity	Transaction Amount*	Real Estate Option Consideration/ Down Payment Amount**	Restrictions (i.e., location or transaction type restrictions)	Date of Delegation***	OPTIONAL COMMENT:
Mark Zankel	State Director	1,000,000			5/18/2019	
Susie Hackler	Director of Philanthropy	100,000		Only for Non-Real Estate	5/18/2019	
Therese Hammond	Director of Operations	100,000		Only for Non-Real Estate	5/18/2019	
Jeff Lougee	Dir of Stew & Ecological Mgmt.	100,000		Only for Non-Real Estate	5/18/2019	
Jim O'Brien	Dir of External Affairs	100,000		Only for Non-Real Estate	5/18/2019	
David Patrick	Dir of Conservation Pgrms	100,000	10,000		5/18/2019	
Patrick Hackley	Assoc. Dir for Land Conservation	50,000	5,000		11/13/2019	
Christopher Bonner	Finance Manager	25,000		Only for Non-Real Estate	5/18/2019	
Alix Laferriere	Dir of Marine Programs	25,000		Only for Non-Real Estate	5/18/2019	
Peter Steckler	GIS & Conservation Programs Mgr	25,000		Only for Non-Real Estate	5/18/2019	
Michael Crawford	Northern NH Land Steward	10,000		Only for Non-Real Estate	5/18/2019	
Joanne Glode	Southern NH Stew. Ecologist	10,000		Only for Non-Real Estate	5/18/2019	
Charles DeCurtis	Freshwater Manager	10,000		Only for Non-Real Estate		
Bruce Clendenning	Climate nd Energy Policy Manager	10,000		Only for Non-Real Estate		
Sydney Allen	Philanthropy Operations Manager	5,000		Only for Non-Real Estate	5/18/2019	
Chelsea Martin	Operations Assistant	5,000		Only for Non-Real Estate	11/13/2019	

*not to exceed $100,000 without approval of Division Director and Director, North America Region
**not to exceed $100,000
***date of the original delegation (May 18, 2018 or thereafter) to this individual in this title/capacity using this general format. This date should only change if the individual's delegation changes (i.e. amount changes or a job title change). All old versions must be maintained as archived copies.

Version: 11/13/2019

Delegations documents maintained by: Terri Hammond

State Director - sign and date above

cc: Employee(s) getting new/revised delegations, Assigned Attorney/Paralegal team(s)

LEGAL
Delegation of Authority from the Board of Directors

PURPOSE:

To provide the Board of Directors ultimate responsibility for all business of the Conservancy.

POLICY:

All non-real estate and real estate project and loan authority vests in the Board of Directors, with certain levels of such authority delegated to the staff (see attached delegation document).

In situations where a delegation of authority does not suffice to meet a host country's legal requirements, staff must work with the Worldwide Office Legal Function to ensure that the delegation is enforceable.

ORIGIN:

Approved by the Board of Directors March 15, 1996. Revised: September 24, 1998, February 5, 1999, June 7, 2002, June 10, 2005, and October 21, 2006. Reference Section Updated: October 2017.

REFERENCES, RESOURCES, and EXPLANATORY NOTES:

For authorization details, see the Presidential Delegation Authority (attached below), which is part of and incorporated in this Policy.

For information about the Delegation of Authority database, templates, sources of authority, real estate project authority levels, and evidence of authority outside of the United States, see the Legal Connect site, Delegation of Authority.

Other Relevant Policies and Procedures Not Referenced in Text

For more information on non-real estate contracts and their approval, see the "Agreements-Contracts-Private Funds" SOP.

Other Resources

For information on what determines the level of authority required to approve assists with other organizations, see Authority for Assists Memo from Phil Tabas, dated March 19, 2008.

RESPONSIBLE PARTY:

General Counsel

Presidential Delegation Authority
AMENDED AND RESTATED PRESIDENTIAL DELEGATION AUTHORITY
As Amended June 24, 2016

Real Estate and Project Loan Authority

The President and CEO (the "President") is hereby authorized on behalf of the Conservancy, or any subsidiary corporation of the Conservancy currently established or to be established in the future, to:

1. Acquire and/or transfer any real estate in any transaction provided that the purchase price does not exceed twenty-five million dollars($25,000,000).

2. Authorize the use of Conservancy funds for any real estate transaction authorized pursuant to this delegation.

3. Authorize the borrowing of money from any Conservancy line of credit, or any other lending sources including other banks, insurance companies, credit unions, corporations, foundations, or private individuals for any real estate transaction authorized pursuant to this delegation.

4. Authorize fund raising for any real estate transaction.

5. Spend or commit up to one hundred-thousand dollars ($100,000) as consideration for an option to purchase, or as a down payment for a contract or other agreement to purchase land, for real estate transactions not authorized under this delegation.

6. Authorize loans or grants to other conservation organizations for land protection activities provided that such loans or grants will not exceed twenty-five million dollars ($25,000,000).

7. Authorize additional actions on Board approved real estate transactions, provided that such actions are taken in accordance with the "Board Approval Requirements" section of this delegation, all applicable laws and all Conservancy policies and standard operating procedures and provided that such actions do not materially increase the legal, reputational or financial risk to the Conservancy and do not cause the transaction to exceed the delegation contained herein.

8. Execute and deliver documents including, but not limited to, deeds, conservation easements, contracts, agreements, leases, licenses, assignments, options, mortgages, deeds of trust, notes, loan agreements, and affidavits, and take such further actions as the President may consider appropriate to affect any action taken pursuant to this delegation.

This authority can be delegated by the President to any other staff of the Conservancy.

Any authority hereunder and delegated hereunder, unless otherwise stated, will also include the authority to delegate to any person the ministerial duties of implementing any action taken pursuant to this delegation, including the execution, delivery, or acceptance of legal documents.

When used in this delegation, the term "real estate" will include, but not be limited to, fee title, any undivided or other partial interest, remainder interest, conservation easement, land dedication, lease, water right, mineral right, timber right, development right, restrictive covenant, or other similar real

estate interests in land or structures.

Non-Real Estate Project and Loan Authority

Subject to the "Board Approval Requirements" of this delegation, the President is hereby authorized on behalf of the Conservancy, or any subsidiary corporation of the Conservancy currently established or to be established in the future, to:

1. Enter into any non- real estate contract or other agreement or transaction provided that the contract does not exceed twenty-five million dollars ($25,000,000).

2. Authorize fund raising for any non-real estate transaction.

3. Authorize loans or grants to other conservation organizations for conservation activities provided that such loans or grants will not exceed twenty-five million dollars ($25,000,000).

4. Authorize additional actions on Board approved transactions, provided that such actions are taken in accordance with the "Board Approval Requirements" section of this delegation, all applicable laws and all Conservancy policies and standard operating procedures and provided that such actions do not materially increase the legal reputational or financial risk to the Conservancy and do not cause the transaction to exceed the delegation contained herein.

5. Authorize the use of Conservancy funds for any non-real estate contract or agreement authorized pursuant to this delegation.

6. Authorize the borrowing of money from any Conservancy line of credit, or any other lending sources including other banks, insurance companies, credit unions, corporations, foundations, or private individuals for any contract or agreement authorized pursuant to this delegation.

This authority can be delegated by the President to any other staff of the Conservancy.

Any authority hereunder and delegated hereunder, unless otherwise stated, will also include the authority to delegate to any person the ministerial duties of implementing any action taken pursuant to this delegation, including the execution, delivery, or acceptance of legal documents.

Board Approval Requirements

The entering into real estate or non-real estate contracts or other agreements or transactions (each, a "transaction") for which authority is not delegated to the President herein requires approval of the Board pursuant to procedures, policies and processes which may be established by the Board.

In addition, if: (a) the transaction creates material financial reputational and/or legal risk under the guidelines which shall be separately established by the Board (or by a Committee of the Board with delegated authority to act on behalf of the Board in such instance); or (b) in the reasonable judgment of the President a transaction which, even if within the authority delegated herein, creates material financial reputational and/or legal risk to the Conservancy, *such transaction shall be brought by the President to the Board for review and approval pursuant to procedures, policies and processes which may be established by the Board. The President shall put in place the necessary management safeguards to assist him or her in determining the existence of material financial, legal or reputational risk for purposes of determining the need for Board approval.*

This authority, as implemented, hereby supersedes any prior Presidential Authority resolutions approved by the Board of Directors. Interpretations of this document will be the responsibility of, and at the direction of, the General Counsel.

LEGAL
Delegation of Authority from the Board of Directors

PURPOSE:

To provide the Board of Directors ultimate responsibility for all business of the Conservancy.

POLICY:

All non-real estate and real estate project and loan authority vests in the Board of Directors, with certain levels of such authority delegated to the staff (see attached delegation document).

In situations where a delegation of authority does not suffice to meet a host country's legal requirements, staff must work with the Worldwide Office Legal Function to ensure that the delegation is enforceable.

ORIGIN:

Approved by the Board of Directors March 15, 1996. Revised: September 24, 1998, February 5, 1999, June 7, 2002, June 10, 2005, and October 21, 2006. Reference Section Updated: October 2017.

REFERENCES, RESOURCES, and EXPLANATORY NOTES:

For authorization details, see the Presidential Delegation Authority (attached below), which is part of and incorporated in this Policy.

For information about the Delegation of Authority database, templates, sources of authority, real estate project authority levels, and evidence of authority outside of the United States, see the Legal Connect site, Delegation of Authority.

Other Resources

For information on what determines the level of authority required to approve assists with other organizations, see Authority for Assists Memo from Phil Tabas, dated March 19, 2008.

RESPONSIBLE PARTY:

General Counsel

Presidential Delegation Authority
AMENDED AND RESTATED PRESIDENTIAL DELEGATION AUTHORITY
As Amended June 24, 2016

Real Estate and Project Loan Authority

The President and CEO (the "President") is hereby authorized on behalf of the Conservancy, or any subsidiary corporation of the Conservancy currently established or to be established in the future, to:

1. Acquire and/or transfer any real estate in any transaction provided that the purchase price does not exceed twenty-five million dollars($25,000,000).

2. Authorize the use of Conservancy funds for any real estate transaction authorized pursuant to this delegation.

3. Authorize the borrowing of money from any Conservancy line of credit, or any other lending sources including other banks, insurance companies, credit unions, corporations, foundations, or private individuals for any real estate transaction authorized pursuant to this delegation.

4. Authorize fund raising for any real estate transaction.

5. Spend or commit up to one hundred-thousand dollars ($100,000) as consideration for an option to purchase, or as a down payment for a contract or other agreement to purchase land, for real estate transactions not authorized under this delegation.

6. Authorize loans or grants to other conservation organizations for land protection activities provided that such loans or grants will not exceed twenty-five million dollars ($25,000,000).

7. Authorize additional actions on Board approved real estate transactions, provided that such actions are taken in accordance with the "Board Approval Requirements" section of this delegation, all applicable laws and all Conservancy policies and standard operating procedures and provided that such actions do not materially increase the legal, reputational or financial risk to the Conservancy and do not cause the transaction to exceed the delegation contained herein.

8. Execute and deliver documents including, but not limited to, deeds, conservation easements, contracts, agreements, leases, licenses, assignments, options, mortgages, deeds of trust, notes, loan agreements, and affidavits, and take such further actions as the President may consider appropriate to affect any action taken pursuant to this delegation.

This authority can be delegated by the President to any other staff of the Conservancy.

Any authority hereunder and delegated hereunder, unless otherwise stated, will also include the authority to delegate to any person the ministerial duties of implementing any action taken pursuant to this delegation, including the execution, delivery, or acceptance of legal documents.

When used in this delegation, the term "real estate" will include, but not be limited to, fee title, any undivided or other partial interest, remainder interest, conservation easement, land dedication, lease, water right, mineral right, timber right, development right, restrictive covenant, or other similar real estate interests in land or structures.

Non-Real Estate Project and Loan Authority

Subject to the "Board Approval Requirements" of this delegation, the President is hereby authorized on behalf of the Conservancy, or any subsidiary corporation of the Conservancy currently established or to be established in the future, to:

1. Enter into any non- real estate contract or other agreement or transaction provided that the contract does not exceed twenty-five million dollars ($25,000,000).

2. Authorize fund raising for any non-real estate transaction.

3. Authorize loans or grants to other conservation organizations for conservation activities provided that such loans or grants will not exceed twenty-five million dollars ($25,000,000).

4. Authorize additional actions on Board approved transactions, provided that such actions are taken in accordance with the "Board Approval Requirements" section of this delegation, all applicable laws and all Conservancy policies and standard operating procedures and provided that such actions do not materially increase the legal reputational or financial risk to the Conservancy and do not cause the transaction to exceed the delegation contained herein.

5. Authorize the use of Conservancy funds for any non-real estate contract or agreement authorized pursuant to this delegation.

6. Authorize the borrowing of money from any Conservancy line of credit, or any other lending sources including other banks, insurance companies, credit unions, corporations, foundations, or private individuals for any contract or agreement authorized pursuant to this delegation.

This authority can be delegated by the President to any other staff of the Conservancy.

Any authority hereunder and delegated hereunder, unless otherwise stated, will also include the authority to delegate to any person the ministerial duties of implementing any action taken pursuant to this delegation, including the execution, delivery, or acceptance of legal documents.

Board Approval Requirements

The entering into real estate or non-real estate contracts or other agreements or transactions (each, a "transaction") for which authority is not delegated to the President herein requires approval of the Board pursuant to procedures, policies and processes which may be established by the Board.

In addition, if: (a) the transaction creates material financial reputational and/or legal risk under the guidelines which shall be separately established by the Board (or by a Committee of the Board with delegated authority to act on behalf of the Board in such instance); or (b) in the reasonable judgment of the President a transaction which, even if within the authority delegated herein, creates material financial reputational and/or legal risk to the Conservancy, *such transaction shall be brought by the President to the Board for review and approval pursuant to procedures, policies and processes which may be established by the Board. The President shall put in place the necessary management safeguards to assist him or her in determining the existence of material financial, legal or reputational risk for purposes of determining the need for Board approval.*

This authority, as implemented, hereby supersedes any prior Presidential Authority resolutions approved by the Board of Directors. Interpretations of this document will be the responsibility of, and at the direction of, the General Counsel.

NATUCON-10 LVIDAL

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/4/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C36861
Chantilly-Alliant Ins Svc Inc.
4530 Walney Rd Ste 200
Chantilly, VA 20151-2285

CONTACT NAME: Kelly Mitchum
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS: KMitchum@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Great Northern Insurance Company	20303
INSURER B: Federal Insurance Company	20281
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
The Nature Conservancy
Attn: John Dwelley
4245 North Fairfax Dr - #100
Arlington, VA 22203-1606

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			35353977	7/1/2020	7/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ Included $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			73246135	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			79729278	7/1/2020	7/1/2021	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance - Complete Philbrick Pond Cobble Weir replacement in the Town of North Hampton 2021
Issued 03/04/2021

CERTIFICATE HOLDER

New Hampshire State Conservation Committee
PO Box 2042
Concord, NH 03302

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/4/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh & McLennan Agency LLC
5500 Cherokee Avenue, Suite 300
Alexandria VA 22312

CONTACT NAME:
PHONE (A/C, No, Ext): 800-274-0268 FAX (A/C, No):
E-MAIL ADDRESS: certificates@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AIU Insurance Company	19399
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED NATURCONSE1
The Nature Conservancy
4245 Fairfax Drive
Suite 100
Arlington VA 22203

COVERAGES CERTIFICATE NUMBER: 1124535672 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	WC048425929	7/1/2020	7/1/2021	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
A waiver of subrogation applies when required by a written contract with the Named Insured.
Complete Philbrick Pond Cobble Weir replacement in the Town of North Hampton 2021

CERTIFICATE HOLDER

NH State Conservation Committee
P.O. Box 2042
Concord, NH 03302

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM **07/01/2020** forms a part of Policy No. WC **048-42-5929**

Issued to **NATURE CONSERVANCY (THE)**

By **AIU INSURANCE COMPANY**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US.
THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:
1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,
2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____

Authorized Representative