



The State of New Hampshire
Department of Environmental Services

0 MAY 31 '23 AM 10:05 RCU



fan

Robert R. Scott, Commissioner

120

May 9, 2023

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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to award an Aquatic Resource Mitigation (ARM) Fund grant to The Conservation Fund ("TCF"), Arlington, VA (VC # 202521 B001) in the amount of \$180,000 for the purpose of acquiring and conserving 15.4-acres of land in Atkinson, effective upon Governor and Council approval through December 1, 2024. 100% ARM Funds.

Funding is available in the account as follows:

	<u>FY 23</u>
03-44-44-442010-38710000-073-500581	\$180,000
Dept. Environmental Services, In-Lieu Wetland Mitigation, Grants – Non - Federal	

EXPLANATION

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

The NHDES wetlands program adopted a set of mitigation rules that establish what is necessary for an applicant to provide for wetland compensation. The current 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 is 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 the request for proposals for ARM Funds available in the Merrimack River Service Area in February 2022. The NHDES received six full applications within the Merrimack River Service Area and on November 7, 2022, NHDES announced the decision to fund the West Sawmill Town Forest Expansion project. The review of the awards by the New Hampshire Wetland Council and Army Corps of Engineers resulted in full support of the recommendation. Attachment A lists the proposals received and ARM Fund Site Selection Committee members involved in the decision.

The Conservation Fund will use ARM funds for the acquisition of a 15.4-acre parcel, conveyance of ownership to the Town of Atkinson, and the granting of a conservation easement on the property to Southeast Land Trust of NH. The property is adjacent to the West Sawmill Town Forest, consists almost entirely of NHFG WAP Tier 1 ranked habitat, and contains high functioning vernal pools and upland buffers providing habitat for spotted salamanders, wood frogs, and Blanding's turtles. Adjacent to both the 223-acre Sawmill Swamp Town Forest to the east and Cluster Open Space to the west and north, the property is a missing piece of conservation land surrounding the Sawmill Swamp high priority ecosystem. The parcel will build upon existing landscape connectivity efforts in the watershed and region. Attachment B includes a map of the project location. The Town of Atkinson is working in partnership with TCF to conserve this land and the Atkinson Conservation Commission fully supports this project.

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

We respectfully request your approval.

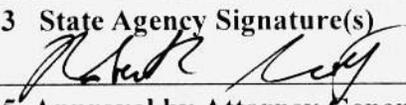
A handwritten signature in black ink, appearing to read "Robert R. Scott", written over a horizontal line.

Robert R. Scott, Commissioner

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name NH Department of Environmental Services		1.2. State Agency Address 29 Hazen Drive, Concord NH 03302-0095	
1.3. Grantee Name The Conservation Fund		1.4. Grantee Address 1655 North Fort Myer Drive, Suite 1300 Arlington, VA 22209	
1.5 Grantee Phone #	1.6. Account Number 03-44-44-442010-38710000- 073-500581	1.7. Completion Date 12/1/2024	1.8. Grant Limitation \$180,000
1.9. Grant Officer for State Agency Emily Nichols (Emily.P.Nichols@des.nh.gov)		1.10. State Agency Telephone Number 603-271-7027	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Scott M. Tison, Asst. Sec.	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Robert R. Scott, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: 		Assistant Attorney General, On: 5/24/2023	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

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

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

4. EFFECTIVE DATE COMPLETION OF PROJECT

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

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

5. GRANT AMOUNT LIMITATION ON AMOUNT VOUCHERS PAYMENT

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

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

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

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

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

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

7. RECORDS and ACCOUNTS

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

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

8.1 PERSONNEL

The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed

8.3 The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9.1 DATA RETENTION OF DATA ACCESS

As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State

9.4 On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination

11. EVENT OF DEFAULT REMEDIES

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule, or

11.1.2 Failure to submit any report required hereunder, or

11.1.3 Failure to maintain, or permit access to, the records required hereunder, or

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

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

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice, and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both

12. TERMINATION

12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination

12.3 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.

12.4 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

13. 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.
- 14 GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
- 15 ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
- 16 INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
- 17 INSURANCE
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT A
SPECIAL TERMS AND CONDITIONS

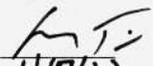
This section is intentionally left blank.

EXHIBIT B
SCOPE OF SERVICES

1. The State of New Hampshire, its successors and assigns, represented by the New Hampshire Department of Environmental Services (NHDES), agree to grant The Conservation Fund (hereinafter: "TCF") the amount of up to \$180,000 to support the acquisition and perpetual conservation of a 15.4-acre parcel of land located in the Town of Atkinson, County of Rockingham, State of New Hampshire, identified on the Atkinson tax records as Map 18 Lot 40 (hereinafter: the "Property.") TCF recently acquired the Property for the purpose of conveying ownership to the Town of Atkinson and granting a conservation easement to be held by the Southeast Land Trust. This agreement shall be performed in accordance with New Hampshire RSA 482-A; all applicable sections of the Administrative Rules, Env-Wt 100-1000, and all other pertinent New Hampshire laws.
2. TCF shall use grant funds to transfer ownership of the parcel to the Town of Atkinson and grant a conservation easement for the Property to be held by the Southeast Land Trust (hereinafter: the "GRANTEE").
3. As GRANTOR of the Conservation Easement on the Property, TCF accepts the following conditions or restrictions:
 - a. To utilize the funds herein provided by the State of New Hampshire, acting through NHDES, for the recordation of a conservation easement on the Property and conveyance of ownership to the Town of Atkinson as soon as possible, time being of the essence. The project shall be completed by December 1, 2024.
 - b. To utilize the funds herein provided by the State on New Hampshire, acting through NHDES, to defray in part the acquisition and associated transaction costs incurred in securing a Conservation Easement on the Property.
 - c. To limit the use of the Property as hereinafter defined to conservation purposes in perpetuity.
 - d. That the Conservation Easement require that the Property protected through this project will be monitored on an annual basis in accordance with the *Standards and Practices* for stewardship of the Land Trust Alliance, to ensure that the terms of the Conservation Easement are being adhered to, and to ensure that no actions are occurring which could be detrimental to the conservation attributes of the Property. TCF shall ensure that the GRANTEE shall be required to submit a copy of the annual monitoring report to NHDES to document the actions taken.
 - e. The TCF agrees to place a sign, subject to its acceptability to the Town of Atkinson, at a prominent location on or near the Property. The sign should contain as a minimum the NHDES logo and the following statement: "This property has been protected with assistance from the New Hampshire Aquatic

Grantee Initials

Date


4/10/23

Resource Mitigation Fund.” Should the NHDES sign be damaged or destroyed, TCF agrees to work with the Department to repair or replace it with identical signage and to share any costs associated with that repair or replacement to the extent reasonably practicable. TCF also agrees that where significant signage is placed at major access points, the ARM Fund program will be identified as a contributing partner to the acquisition of easement interests and the long-term protection of the Property;

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

g. To return to NHDES ARM Fund Program any funds if the GRANTEE fails to acquire the Conservation Easement.

h. That all public access provided for in the terms of the Conservation Easement will be in accordance with all federal and state policies of non-discrimination in public accommodation.

EXHIBIT C
METHOD OF PAYMENT

	Budget Payment Method
Recordation of conservation easement and conveyance of ownership to Town of Atkinson	\$180,000 upon closing
TOTAL NHDES ARM FUNDS	\$ 180,000
<u>Total amount to be authorized following approval by the Governor and Executive Council:</u>	<u>\$180,000</u>

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

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

The billing address shall be as follows:

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

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

Grantee Initials *ENT*
Date 4/17/23

CERTIFICATION OF VOTE OF AUTHORIZATION

I, Chris Bell, hereby certify that I am duly elected as Assistant Secretary of The Conservation Fund, and further certify that the attached are true copies of the current Bylaws duly adopted on July 29, 2022 and the current Articles of Incorporation duly adopted on April 14, 2009 and that these Bylaws and Articles of Incorporation authorize the officers or positions listed as Authorized Individuals to bind the Corporation for contractual obligations.

Authorized Office/ Position	Person Holding Office/ Position
1. Assistant Secretary	Elizabeth G Engle
2. Assistant Secretary	Scott M Tison

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

In witness whereof, I have hereunto set my hand as Assistant Secretary of The Conservation Fund, on this day the, 17th day of April, 2023.

Chris Bell
signature

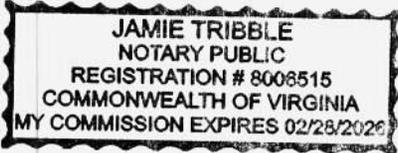
April 17, 2023
date

On this date, date, Chris Bell, Assistant Secretary of The Conservation Fund personally appeared before me, the undersigned notary public officer, who acknowledged full name of person authorized to sign to be the title of person authorized to sign being authorized to do so, executed the foregoing instrument for the purpose therein contained.

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

My Commission Expires: 02/28/2026

Notary Public: Jen Lee
Date: 4/17/23



State of New Hampshire

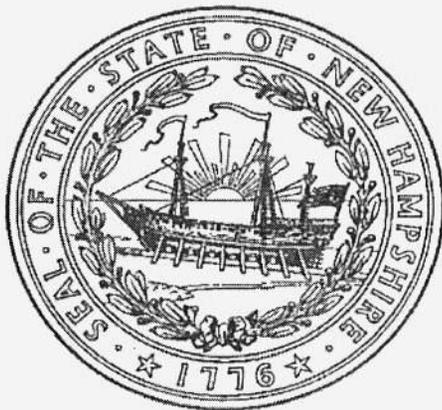
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE CONSERVATION FUND, A NONPROFIT CORPORATION is a Maryland Nonprofit Corporation registered to transact business in New Hampshire on February 16, 2018. 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: **788442**

Certificate Number: **0006208373**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/17/2023

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).

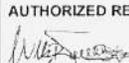
PRODUCER Rust Insurance Agency, LLC 1510 H Street NW 5th Floor Washington, DC 20005	CONTACT NAME: William Simons IV PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: wsimons@rustinsurance.com
	INSURER(S) AFFORDING COVERAGE INSURER A : Federal Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

INSURED	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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			35349511	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73235326	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			79741202	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			71640685	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is included as additional insured as required by written contract and subject to terms and conditions of the policy for a Grant Agreement in the amount of \$180,000.

CERTIFICATE HOLDER Aquatic Resource Mitigation Program, Wetlands Bureau, Land Water Division NH DES P.O. Box 95 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 
--	---

ATTACHMENT A
2022 Aquatic Resource Mitigation Fund Grants

Applications and Funding Amounts in Merrimack Service Area

Grant Applicant/Project	Town	Requested Funding Amount	Approved for Funding
Trout Unlimited/ Brennan Brook Dam Removal	Francestown	\$202,730	Yes – full funding
Town of Londonderry/Lithia Spring	Londonderry	\$500,000	Yes – full funding
The Conservation Fund/West Sawmill Town Forest Expansion	Atkinson	\$150,000	Yes – full funding
The Nature Conservancy/Whitcomb-Powwow River	Kingston	\$200,000	Yes – full funding
Francestown Land Trust/Wyatt Birch Farm	Francestown	\$102,150	Yes – declined funding
Piscataqua Land Conservancy/Clarkridge Conservation Easement	Goffstown	\$300,000	Yes- full funding

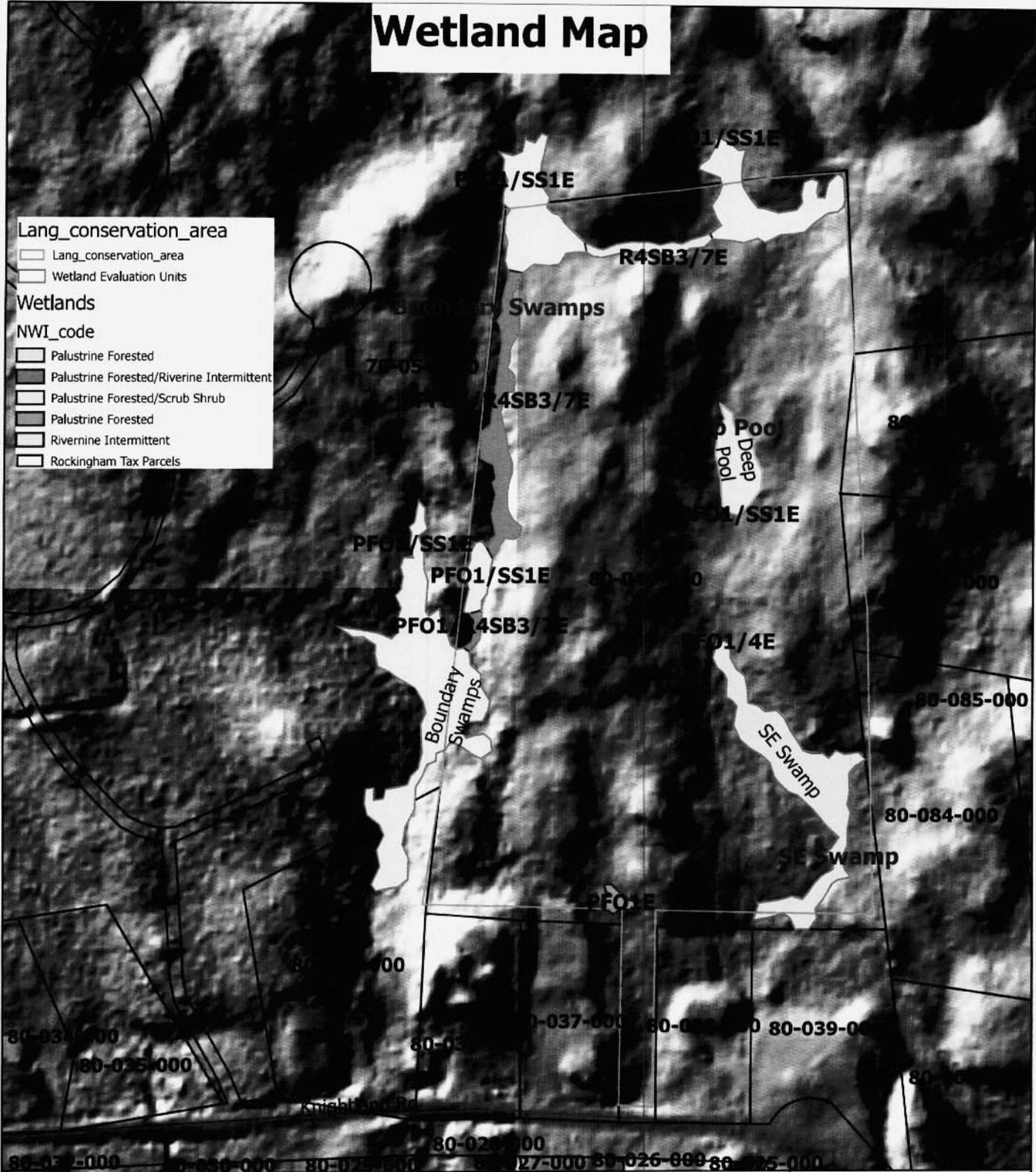
(Note: Each Committee member scores the projects and their scores are combined to create a total score.)

Site Selection Committee Voting List

Name	Agency/Organization	Title	Years of Experience
Peter Bowman	NH Dept. of Resources & Economic Development	Ecological Information Specialist	24
Michael Marchand	NH Fish and Game Department	Nongame and Endangered Species Coordinator	20
Michael Burke	NH Rivers Council/ American Rivers	Water Resources Engineer	18
Tracy Tarr	NH Association of Natural Scientists	Wetland Scientist	22
Bill Thomas	NH Department of Environmental Services Dam Bureau	River Restoration Coordinator	23

Wetland Map

- Lang_conservation_area**
- Lang_conservation_area
 - Wetland Evaluation Units
- Wetlands**
- NWI_code**
- Palustrine Forested
 - Palustrine Forested/Riverine Intermittent
 - Palustrine Forested/Scrub Shrub
 - Palustrine Forested
 - Riverine Intermittent
 - Rockingham Tax Parcels

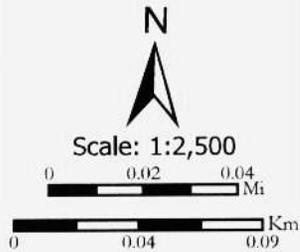


Lang Property - Atkinson, NH

Esri Community Maps Contributors, MassGIS, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Esri, NASA, NGA, USGS, NH GRANIT, Esri, HERE, Garmin, SafeGraph, FAO, METI/NASA, USGS, EPA, NPS

2022

Coordinate System: NAD 1983 UTM Zone 19N



TOWN OF ATKINSON CONSERVATION COMMISSION
19 Academy Avenue
Atkinson, New Hampshire 03811

August 30, 2022

Lori Sommer
Wetland Mitigation Coordinator
NH Department of Environmental Services
29 Hazen Drive
Concord, NH 03302-0095

Re: Letter of support for the ARM grant application from Atkinson

Dear Lori --

For several years now, the Atkinson Conservation Commission has been "cultivating" the possibility of protecting the 15.4-acre parcel of land at the end of Knightland Road, owned by Deborah Lang of Sutton, NH. Debbie is a member of the Sutton Conservation Commission, and shares our vision for protecting this environmentally significant land.

Many people in the conservation business might think that a 15-acre parcel is rather small, but, to the Town of Atkinson, this is a really large and valuable piece of land. The Town is more than 90% built out, and there are only a dozen or so open parcels in town larger than 10 acres. As you will see from the maps and other information submitted with this application, this parcel is a "missing jigsaw piece" in the middle of other protected lands, and losing it to development would degrade the conservation values of the surrounding lands.

Another point to remember is the long battle about granting the AoT permit to the Page Farm developer to allow the construction of 7 additional luxury condominium units on land known to be habitat for Blanding's and Spotted turtle. You will recall the developer paid into the ARM fund as part of that permitting process. Since the Lang parcel abuts Page Farm, and since the environmental value of Debbie's land is similar to the values of the land lost to the Page Farm project, we feel that it is most appropriate to apply to the ARM fund for assistance in protecting Debbie Lang's land. We feel protecting Debbie Lang's land is partial mitigation for the loss of the Page Farm land.

The Conservation Commission has voted on numerous occasions in support of acquiring this land – the most recent vote occurring last week on August 24, and last evening I gave a brief update to my Select Board, who voiced their continued support for this important work as well.

And, as an additional side note, I met with our Town Attorney last week to give him an update about this land acquisition. He is familiar with the parcel, knows the title history of the land, and does not anticipate any legal issues with obtaining good, clear, and insurable title when the land is conveyed to the Town.

I look forward to working with you on this important project! We will not disappoint you.

Sincerely,

A handwritten signature in cursive script that reads "Paul Wainwright". The signature is written in black ink and is positioned above the typed name.

Paul Wainwright, Chair
Atkinson Conservation Commission

Copy to: Bob Worden, Chair of the Atkinson Select Board