The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

93

March 8, 2024

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

REQUESTED ACTION

Authorize the Department of Environmental Services to award a grant to The Nature Conservancy (TNC), (VC#177785-B002), Concord, NH, in the amount of $138,439, to protect approximately 61 acres of land for the Rowell Estates local drinking water supply in Kingston, NH, effective upon Governor and Council approval through December 31, 2025. 100% Drinking Water and Groundwater Trust Fund.

Funding is available in the following account:

	FY 2024
03-44-44-444010-7428-073-500581	$138,439

Dept. Environmental Services, Drinking Water and Groundwater Trust Fund, Grants Non-Federal

EXPLANATION

The Drinking Water and Groundwater Trust Fund (DWGTF) was created in 2016, using $276 million of MtBE trial judgment funds, as authorized by RSA 485-F. The purpose of the DWGTF is to provide sustainable, long-term funding for the protection, preservation, and enhancement of the drinking water and groundwater resources of the State. The Drinking Water and Groundwater Advisory Commission (Advisory Commission) was established to administer the DWGTF and to provide guidance to the State on the use of the funds.

On November 14, 2022, the Advisory Commission voted to authorize grants for six drinking water source protection projects. TNC's request for $138,439 was selected for grant funding from the DWGTF to purchase the property in-fee with conservation restrictions on approximately 61 acres, containing 39 acres within the wellhead protection area for the Rowell Estates' community drinking water supply. The Town of Kingston, Friends of Kingston Open Space, and Rowell Estates Condominium Association submitted letters of support to the Advisory Commission supporting this project.

The total project cost for TNC to purchase the property is $441,000. The DWGTF will provide $138,439 with $302,561 in match provided by TNC from other funding sources. The purchase price of the property is based on a recent appraisal of fair market value.

Attachment A contains a map showing the relationship of the land to the protected water supply source. In the event these funds become no longer available, general funds will not be requested to support this project. This agreement has been approved by the Attorney General's Office as to form, substance, and execution.

We respectfully request your approval.

Robert R. Scott
Commissioner

GRANT AGREEMENT

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

1. Identification and Definitions.

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 Nature Conservancy		**1.4. Grantee Address** 22 Bridge Street, 4th Floor, Concord NH 03301	
1.5 Grantee Phone # (603) 230-9230	**1.6. Account Number** 03-44-44-444010-7428-073	**1.7. Completion Date** 12/31/2025	**1.8. Grant Limitation** $138,439
1.9. Grant Officer for State Agency Laura.M.Weit-Marcum@des.nh.gov		**1.10. State Agency Telephone Number** (603) 271-2862	
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** RACHEL ROMILLARD, STATE DIRECTOR	
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:** Melissa Falcone, **Assistant Attorney General, On:** 4/11/2024			
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").

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1.25.24

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

8. 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

8.2. to perform such Project under all applicable laws.

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

8.3. the State, or who is a State officer or employee, elected or appointed.

The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant

9. 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 reviewor

Grantee Initials AR
Date 1.25.24

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 intend of the parties hereto.

22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Grantee Initials AAR
Date 1.25.24

EXHIBIT A

SPECIAL PROVISIONS

The Nature Conservancy

1. Section 17.1.2 is amended such that the required comprehensive general liability insurance per occurrence is $1,000,000 for bodily injury or death in any one incident as no construction or other similar activities will be performed by the grantee. Any subcontractor will remain obligated to carry comprehensive general liability insurance in amounts not less than $250,000 per claim and $2,000,000 per occurrence.

Grantee Initials MR
Date 1.25.24

EXHIBIT B

SCOPE OF SERVICES

Conservation Interest Instrument Requirements as set forth in Env-Dw 1303.09(b)(4) and Env-Dw 1002.24, as follows:

The Nature Conservancy

1. The Grantee shall use the grant funds to acquire a certain property in the Town (City) of Kingston, Rockingham County, State of New Hampshire, consisting of approximately 61 acres and designated on current Tax Map R-15 as Lots 10, 11, 12, 13, 14, 16 and 18A (the "Property") by warranty deed. The Property is made subject to the restrictions set out in Paragraph 2 below.

2. The Grantee shall preserve and maintain the Property for water supply protection consistent with the following restrictions pursuant to N.H. RSA 485-F:

   A. All uses of the Property must be consistent with the purposes of N.H. RSA 485-F;

   B. Intentionally Deleted.

   C. No industrial or commercial activities or improvements shall occur on the Property except in conjunction with any water supply, agricultural, forestry, wildlife habitat management, ecological restoration, or outdoor recreational activities;

   D. No land surface alterations shall occur on the Property such as filling, excavation, mining, and dredging except in conjunction with any water supply, agricultural, forestry, wildlife habitat management, ecological restoration, or outdoor recreational activities;

   E. No wastes generated off the Property shall be disposed of or discharged on the Property;

   F. No hazardous substances shall be stored, applied, or disposed of on the Property, except in conjunction with any water supply, agricultural, forestry, or outdoor recreational activities that do not threaten water supply protection; and

   G. No motorized vehicles shall be allowed on the Property for recreational purposes, except that snowmobiles, as defined in NH RSA 215-A:1, XIII may be allowed if they are operated only on snow and ice outside of the sanitary protective area of public water supply well(s), more than 250 feet from a surface water body being used as a public water supply; more than 100 feet from tributaries contributing to such water bodies, except when crossing such tributaries, and only on designated trails depicted on a plan approved by the N.H. Department of Environmental Services;

   H. No acts or uses shall occur on the Property that would:
      i. Degrade the water quality such that the standards set for public drinking water by the N.H. Department of Environmental Services would be threatened;
      ii. Cause an unsustainable quantity of water to be withdrawn;
      iii. Harm state or federally recognized rare, threatened, or endangered species.

3. Permitted activities on the Property shall include:

   A. Withdrawal of surface water and/or groundwater on a sustainable yield basis and removal of said water from the Property only for the purpose of supplying a public water system, as defined by N.H. RSA 485:1-a, XV, as it may be amended from time to time; and

   B. Agriculture, forestry, wildlife habitat management, ecological restoration, and outdoor

Grantee Initials MR
Date 1.25.24

recreation conducted in accordance with a stewardship plan prepared for the Property and with the State of New Hampshire best management practices then applicable.

4. The State of New Hampshire, through the N.H. Department of Environmental Services, the N.H. Drinking Water and Groundwater Advisory Commission, or the N.H. Office of the Attorney General, shall have a right of reasonable access to the Property and all of its parts for such inspection as is necessary to determine compliance with and enforce and defend the terms of this Agreement, to exercise the rights conveyed hereby and to carry out the duties of the State of New Hampshire as Grantor.

5. Prior to any transfer of the Property, Grantee shall provide the N.H. Department of Environmental Services at least 30-days advance notice of the proposed transfer, including the name, address, and phone number of the proposed transferee and a copy of the proposed Deed.

6. Grantee shall ensure that any transfer of the Property shall be subject to perpetual Conservation Restrictions, pursuant to RSA 477:45-47, which Conservation Restrictions shall include, at a minimum, the rights and restrictions set out in Paragraphs 2–4, above, and a third-party right of enforcement in said Conservation Restrictions granted to the State of New Hampshire, acting through the N.H. Department of Environmental Services, the N.H. Drinking Water and Groundwater Advisory Commission, or the N.H. Office of the Attorney General. No transfer of the Property shall be effective without the N.H. Department of Environmental Services' prior written approval of the required Conservation Restrictions, such approval not to be unreasonably withheld, conditioned, or delayed.

Grantee Initials MR
Date 1.25.24

EXHIBIT C

GRANT AMOUNT & PAYMENT SCHEDULE

The Nature Conservancy

Payment in the amount of $138,439 shall be made to The Nature Conservancy upon receipt of the following:

1. Survey of the parcel of land as specified in Env-Dw 1303.09(b)(1).

2. A copy of the appraisal as specified in Env-Dw 1303.09(b)(2).

3. Title examination as specified in Env-Dw 1303.09(b)(3).

4. Acceptable stewardship plan for the property that ensures the permanent protection of the water supply as specified in Env-Dw 1303.09(b)(6).

5. Completed baseline documentation report, which indicates the current condition of the property as specified in Env-Dw 1303.09(b)(6).

6. Documentation to support the match of $138,439 provided by grantee.

7. A recorded copy of the deed conveying the Property to The Nature Conservancy and a recorded copy of this Grant Agreement.

Grantee Initials MR
Date 1.25.24

CERTIFICATE OF AUTHORITY

Acquisition of approximately 61 acres of land from Ann M. Messenger,
Kingston, Rockingham County, New Hampshire

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of The Nature Conservancy, a non-profit corporation existing under and by the virtue of the laws of the District of Columbia and authorized to do business in the State of New Hampshire (the "Corporation") hereby certifies as follows:

I CERTIFY that any officer of The Nature Conservancy, any person designated in writing by any such officer, and the New Hampshire State Director may, acting singly or jointly, take any and all actions (including the execution, delivery or acceptance of deeds and other legal documents), necessary to implement the project as described above, including:

* Acquire fee title to the 61-acre property known as the Whitcomb Property (the "Property");

* Accept grant award(s), including the execution of any associated grant award agreements or other legal documents, related to or supporting the acquisition, operation or subsequent transfer of the Property;

* Encumber all or portions of the Property with notices of grant agreement(s), deed restrictions, conservation easements, or other appropriate legal instruments to facilitate obtaining public or private funding in favor of TNC or another cooperating agency or entity; and

* Further facilitate the protection of the Property by subsequently transferring the Property to a public entity or municipality, retaining a conservation easement interest in favor of The Nature Conservancy.

I FURTHER CERTIFY that Rachel Rouillard is the New Hampshire State Director of The Nature Conservancy.

I FURTHER CERTIFY that this project has been approved by the Corporation and has successfully completed all internal approvals required by corporate policies and procedures.

I FURTHER CERTIFY that the above approval is in full force and effect and has not been rescinded.

I FURTHER CERTIFY that The Nature Conservancy, a nonprofit corporation incorporated under the laws of the District of Columbia, is currently a corporation in good standing under the laws of the District of Columbia and the State of New Hampshire, having filed, on record, all necessary required documents and reports as of this date.

[Signature and Notary Acknowledgement on Following Page]

Signature Page to
Certificate of Authority, Acquisition of approximately 62 acres of land from Ann M. Messenger, Kingston, Rockingham County, New Hampshire

WITNESS my signature and seal of said corporation this 25th day of JANUARY 2024

Hans Birle
Assistant Secretary

STATE OF RHODE ISLAND

COUNTY OF WASHINGTON

JANUARY 25, 2024

Personally appeared, HANS BIRLE, known to me or satisfactorily proven to be the individual whose name is subscribed to the within CERTIFICATE OF AUTHORITY and acknowledged that he executed the same for the purposes therein contained.

Robin L. Dennis
Notary Public, State of Rhode Island
My Commission Expires March 14, 2026

Notary Public/Justice of the Peace
My Commission Expires: 03/14/2026
Print Name: ROBIN L. DENNIS

[NOTARIAL SEAL]

TNC - Whitcomb - Rowell Estates WHPA
DWGTF LG039

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 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: **0006666225**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of April A.D. 2024.

David M. Scanlan
Secretary of State

TNC Whitcomb, Rowell Estates WHPA
DWGTF LG039

NATUCON-10 LVIDAL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/10/2024

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
Alliant Insurance Services, 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 : ACE American Insurance Company	22667
INSURER B : Great Northern Insurance Company	20303
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						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE / X OCCUR	X		G47314215	7/1/2023	7/1/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO			H10708965	7/1/2023	7/1/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB / X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB / CLAIMS-MADE			79729278	7/1/2023	7/1/2024	AGGREGATE	$ 5,000,000
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N / A		WLRC70314009	7/1/2023	7/1/2024	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)
Drinking water grant approvals for the Tanguay and Whitcomb projects through 12/13/2024.
New Hampshire Department of Environmental Services is included as additional insured with regards to the above referenced.

Issued 01/10/2023

CERTIFICATE HOLDER

New Hampshire Department of Environmental Services
PO Box 95
Concord, NH 03302-0095

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

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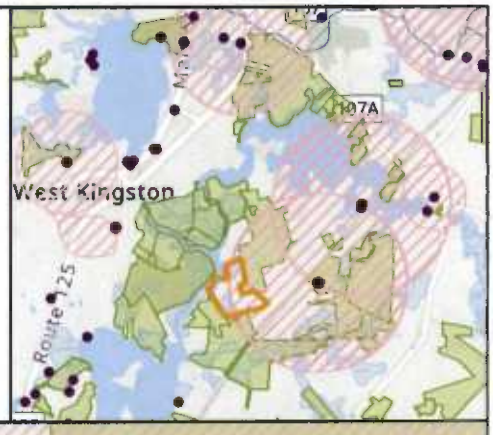
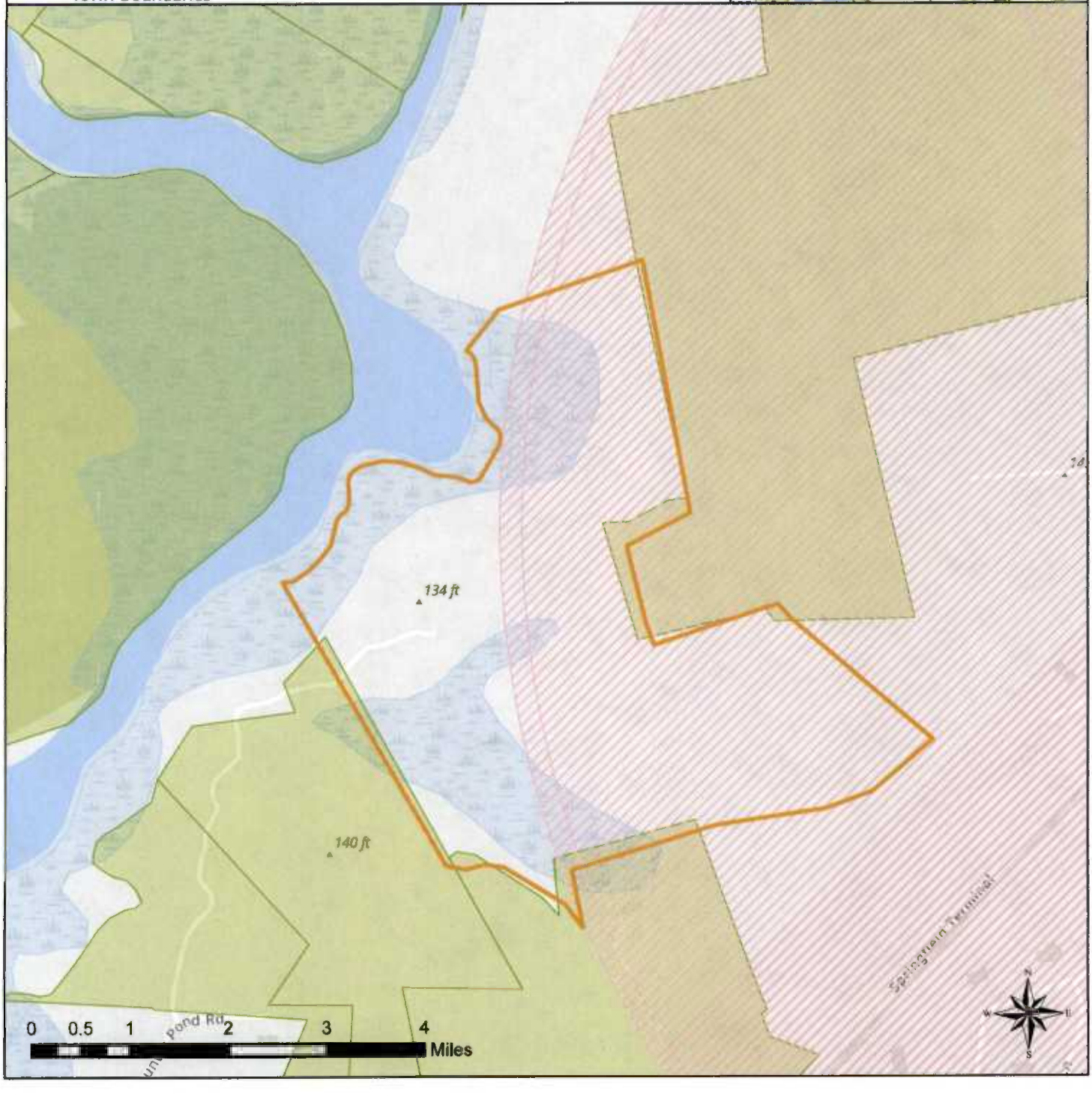
Attachment A- TNC Whitcomb - Rowel Estates WHPA

- TNC Whitcomb
- Public Water Supply Wells
- Hydrologic Areas of Concern
- Water Supply Intake Protection Areas
- NH Hydrography
- Sanitary Protection Areas
- Wellhead Protection Areas
- Conservation Lands
- Designated Rivers Watersheds
- Town Boundaries

Water Supplies
- Rowel Estates WHPA

Total Acres = 61.13
Eligible Acres = 39.36