



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

Robert R. Scott, Commissioner

134



July 29, 2024

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 **RETROACTIVELY** amend an Aquatic Resource Mitigation (ARM) Fund grant (PO#1053749) to The Nature Conservancy (hereinafter "TNC"), Concord, NH (VC#177785-B002) by extending the completion date to December 31, 2024, from December 31, 2023, upon Governor and Council approval. This is a no cost time extension. The original agreement was approved by Governor and Council on December 7, 2016, item #56 and amended on November 10, 2021, item #5A. 100% Aquatic Resource Mitigation funds.

**EXPLANATION**

NHDES is requesting approval of a second amendment to the Aquatic Resource Mitigation (ARM) grant agreement to extend the completion date to accommodate the five (5) year post construction monitoring period required to document success of the project and fully meet the program goals. Post approval of Amendment No. 1, the project schedule was further delayed due to unforeseeable delays in construction, plant availability, and staff transitions at the TNC. Restoration work was completed in 2019, and therefore an extension is needed through 2024 to perform the required year 5 monitoring associated with the stream and floodplain restoration. This is **RETROACTIVE** request due to staffing issues at TNC which delayed NHDES's receipt of necessary documentation to complete the extension in a timely manner. To date, \$81,015 of the \$87,615 grant has been spent.

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 Aquatic Resource Mitigation Fund (ARM) authorizes the collection of mitigation funds in lieu of other forms of wetland mitigation as part of a Wetlands Permit Application and then issues the funds to wetland restoration and preservation projects across the nine watershed areas.

The Department issued the request for proposals for ARM Funds available in the Lower Connecticut River watershed in April 2015. The project proposed by TNC was recommended for funding by the ARM Fund Site Selection Committee. The project involves restoring approximately 13 acres of hayfields and oxbows in the lower floodplain area of the property to forest. Additionally, approximately 3 acres of invasive species located along the State Designated Ashuelot River and adjacent to the property's wetlands will be eradicated.

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

We respectfully request your approval.



Robert R. Scott, Commissioner

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

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095

**Agreement for Services with The Nature Conservancy**  
Amendment No. 2

This Agreement (hereinafter called the "Amendment") dated this 5<sup>th</sup> day of August, 2024, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the "State") and The Nature Conservancy (hereinafter referred to as "TNC"), acting by and through its Director of Land Management-New Hampshire Chapter, Jeff Lougee (hereinafter referred to as the "Contractor").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Executive Council on December 7, 2016, agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to an amendment to the Agreement (hereinafter referred to as the "Amendment No. 1") approved by the Governor and Executive Council on November 10, 2021, agreed upon certain agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, The Grantee and the State have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement, and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
  - (A) The Completion Date as set forth in Item 1.6 of the Agreement shall be changed from December 31, 2023, to December 31, 2024.
  - (B) Grant Officer for State Agency as set forth in Item 1.9 of the Agreement shall be changed from Lori Sommer to Emily Nichols.
  - (C) Contractor Signatory for TNC as set forth in Item 1.12 shall be changed from Mark Zankel to Charles DeCurtis.
  - (D) The grant period as set forth in sub-paragraph 2 of the Project Agreement shall be changed from December 31, 2023, to December 31, 2024.
  - (E) The grant period as set forth in sub-paragraph B of Exhibit A shall be changed from December 31, 2023, to December 31, 2024.

2. Effective Date of Amendment: This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.
3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

The Nature Conservancy

By  19 June 24  
Charles DeCurtis, Ph. D, Fresh Water Program Manager, NH Chapter Date

THE STATE OF NEW HAMPSHIRE  
Department of Environmental Services

By  8/5/24  
Robert R. Scott, Commissioner Date

Approved by Attorney General this 6<sup>th</sup> day of August, 2024  
as to form, substance, and execution

OFFICE OF ATTORNEY GENERAL

By 

**CERTIFICATE OF AUTHORITY**  
**Agreement for Services BETWEEN THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF**  
**ENVIRONMENTAL SERVICES AND THE NATURE CONSERVANCY**  
Dated: November 10, 2021, as amended

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 the New Hampshire State Director, and any person designated in writing by such New Hampshire State Director, is authorized to take action (including the execution, delivery or acceptance of contracts and other legal documents) to facilitate the funding of the project described above, further described and limited as follows:

Accept grant award(s) up to \$90,919.53, including the execution of any associated grant award agreements or other legal documents, related to or supporting the acquisition or operation of the Property.

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

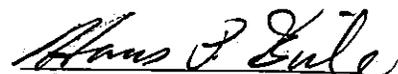
I FURTHER CERTIFY that Rachel Rouillard, in her capacity as the New Hampshire State Director of The Nature Conservancy, has delegated this authority to Charles DeCurtis, the Freshwater Manager and Lead Conservation Scientist in New Hampshire of The Nature Conservancy.

I FURTHER CERTIFY that this authorization 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.

DATE: May 20, 2024



Hans P. Birle

Assistant Secretary

# State of New Hampshire

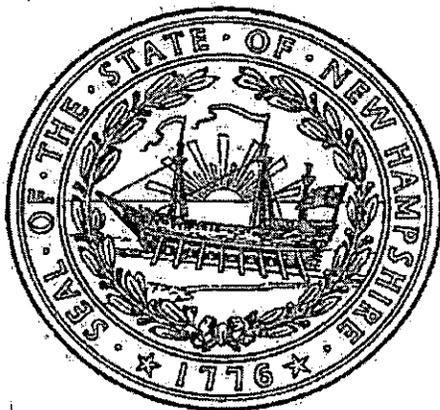
## Department of State

### 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: 0005755130



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 11th day of April A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlan", written over a circular embossed mark.

David M. Scanlan  
Secretary of State



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):** Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

[Empty box for entering Name Of Additional Insured Person(s) Or Organization(s)]

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.



The State of New Hampshire  
Department of Environmental Services



Robert R. Scott, Commissioner

October 6, 2021

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

APPROVED G & C

DATE 10 November 2021

ITEM # 5A

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to amend an Aquatic Resource Mitigation (ARM) grant (PO #1053749) to The Nature Conservancy (TNC), Concord, NH (Vendor Code #177785-B002) by extending the completion date to December 31, 2023, from December 30, 2021. No additional funding is involved in this time extension. The original agreement was approved by Governor and Council on December 7, 2016, item #56. 100% Aquatic Resource Mitigation funds.

Funding is available in the account as follows:

03-44-44-442010-38710000-073-500581 FY2022  
\$6,600

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

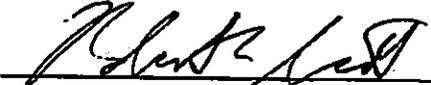
EXPLANATION

The extension request is to complete the floodplain forest restoration at the project site in Swanzey, NH. The time extension is requested to allow additional time needed to complete the monitoring on the site. Due to delays in getting the plants for the project, five years of monitoring was not started so additional time is needed. Extending the completion date through December 2023 will allow TNC to finalize restoration monitoring. To date, \$81,015 of ARM Fund grant funds have been spent.

The project involves restoring approximately 13 acres of hayfields and oxbows in the lower floodplain area of the property to forest. Additionally, approximately 3 acres of invasive species located along the State Designated Ashuelot River and adjacent to the property's wetlands will be eradicated.

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.

  
Robert R. Scott, Commissioner

**Agreement for Services with The Nature Conservancy**  
Amendment No. 1

This Agreement (hereinafter called the "Amendment") dated this 9<sup>th</sup> day of August, 2021, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the "State") and The Nature Conservancy (hereinafter referred to as "TNC"), acting by and through its Executive Director, Mark Zankel (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Executive Council on December 7, 2016, agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, The Grantee and the State have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement, and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
  - (A) The Completion Date as set forth in sub-paragraph 1.7 of the agreement shall be changed from December 30, 2021 to December 31, 2023.
2. Effective Date of Amendment: This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.
3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Grantee Initials MZ  
Date: 8/9/21

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

The Nature Conservancy

By

  
Mark Zankel, Executive Director

STATE OF NEW HAMPSHIRE  
COUNTY OF Merrimack

On this the 9 day of August, 2021, before the undersigned officer, personally

appeared Mark Zankel, Executive Director of The Nature Conservancy, who acknowledged him/herself to be the person who executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*Deborah G. Gallant*  
Name of Notary

DEBORAH G. GALLANT  
★ NOTARY PUBLIC - NEW HAMPSHIRE ★  
My Commission Expires June 6, 2023

My Commission Expires

THE STATE OF NEW HAMPSHIRE  
Department of Environmental Services

By *Robert R. Scott*  
Robert R. Scott, Commissioner

Approved by Attorney General this 25<sup>th</sup> day of October, 2021

OFFICE OF ATTORNEY GENERAL

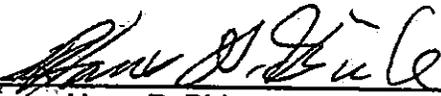
By *[Signature]*  
Grantee Initials \_\_\_\_\_  
Date: \_\_\_\_\_

## 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 New Hampshire Department of Environmental Services funds and to enter into a contract with the New Hampshire 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

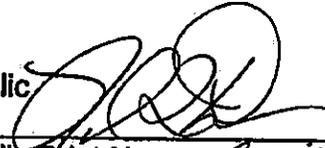
IN WITNESS WHEREOF, I have hereunto set my hand as Assistant Secretary of The Nature Conservancy on the 10<sup>th</sup> day of August 2021.



Name: Hans P, Birle  
Title: Assistant Secretary

**STATE OF Rhode Island  
COUNTY OF**

On this 10<sup>th</sup> day of Aug, 2021, before me, the undersigned notary public, personally appeared Hans P. Birle, Assistant Secretary of The Nature Conservancy (a corporation), to me personally known or otherwise proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding document, and acknowledged to me that he signed such document voluntarily for its stated purpose.

Notary Public  
Signature:   
Notary Public Print Name: ROBIN L. DENNIS

My Commission Expires: 03/05/2022

Robin L. Dennis  
Notary Public ID# 55652  
State of Rhode Island  
My Commission Expires  
03/05/2022

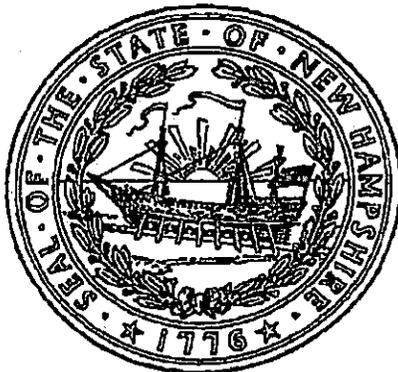
**State of New Hampshire  
Department of State**

**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 : 0005366350



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 May A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State







The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**

*Lois Sommer*



**Thomas S. Burack, Commissioner**

November 10, 2016

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**APPROVED G & C**

DATE 12/7/16

ITEM # 56

**REQUESTED ACTION**

Authorize the New Hampshire Department of Environmental Services (DES) to award an Aquatic Resource Mitigation (ARM) Fund grant to The Nature Conservancy, Concord, NH (Vendor Code #177785-B001) in the amount of \$87,615.00 for the purpose of restoring floodplain forest on property owned by Mary and James Ballou on Matthews Road in Swanzey, effective upon G&C approval through December 30, 2021. 100% Aquatic Resource Mitigation Funds.

Funding is available in the account as follows:

03-44-44-442010-38710000-073-500581

FY'17

\$87,615

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 DES 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. The newest improvement, begun in 2006, to the mitigation options is commonly referred to as an *in-lieu fee program*. This mitigation option is ideal for projects that have difficulty in locating an appropriate mitigation site. The Aquatic Resource Mitigation Fund (ARM) authorizes the collection of mitigation funds in lieu of other forms of wetland mitigation as part of a Wetlands Permit Application.

The Department issued the request for proposals for ARM Funds available in the Lower Connecticut River watershed in April, 2015. The Nature Conservancy application was received and on October 29, 2015, DES announced the decision to fund the project in the Lower Connecticut River watershed. The project proposed by The Nature Conservancy was recommended for funding by the ARM Fund Site Selection Committee. Attachment A lists the proposals received and Committee members involved in the decision. The review of the awards by the Army Corps of Engineers and the New Hampshire Wetland Council resulted in full support of the recommendations.

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

P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095

Telephone: (603) 271-3501 • Fax: (603) 271-6683 • TDD Access: Relay NH 1-800-735-2964

The project involves restoring approximately 13 acres of hayfields and oxbows in the lower floodplain area of the property to forest. Additionally, approximately 3 acres of invasive species located along the State Designated Ashuelot River and adjacent to the property's wetlands will be eradicated. The 29 acre property is located along 1,500 linear feet of the Ashuelot River and is ranked by the NH Fish & Game *Wildlife Action Plan* as Tier 1, top ranked habitat in the State. Attachment B includes a map of the property.

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.

  
Thomas S. Burack, Commissioner

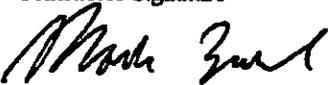
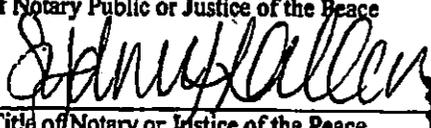
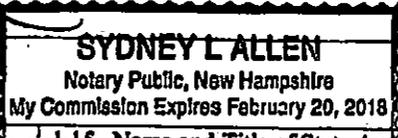
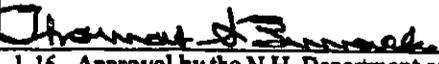
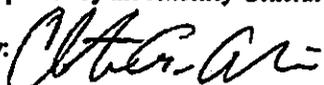
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

|   |   |   |                                  |
|---|---|---|----------------------------------|
| 1.1 State Agency Name<br>NH Department of Environmental Services  |   | 1.2 State Agency Address<br>29 Hazen Drive, PO Box 95<br>Concord, NH 03302-0095       |                                  |
| 1.3 Contractor Name<br>The Nature Conservancy   |   | 1.4 Contractor Address<br>22 Bridge St., 4 <sup>th</sup> Floor, Concord, NH 03301     |                                  |
| 1.5 Contractor Phone Number<br>603 224 5853   | 1.6 Account Number<br>03-44-44-442010-38710000-073-500581 | 1.7 Completion Date<br>December 30, 2021  | 1.8 Price Limitation<br>\$87,615 |
| 1.9 Contracting Officer for State Agency<br>Lori L. Sommer, DES Wetlands Bureau   |   | 1.10 State Agency Telephone Number<br>603-271-4059                                    |                                  |
| 1.11 Contractor Signature<br>   |   | 1.12 Name and Title of Contractor Signatory<br>Mark Zankel, State Director            |                                  |
| 1.13 Acknowledgement: State of <del>New Hampshire</del> County of <del>Wentworth</del> <b>MEMMACK</b><br>On <del>November 9, 2016</del> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. |   |   |                                  |
| 1.13.1 Signature of Notary Public or Justice of the Peace<br>  |   |   |                                  |
| 1.13.2 Name and Title of Notary or Justice of the Peace<br>[Seal] <b>Sydney Allen, Notary</b>   |   |   |                                  |
| 1.14 State Agency Signature<br> Date: 11/17/2016   |   | 1.15 Name and Title of State Agency Signatory<br><b>Thomas S. Swack, Commissioner</b> |                                  |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br>By: _____ Director, On: _____  |   |   |                                  |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)<br>By:  On: 11/17/16   |   |   |                                  |
| 1.18 Approval by the Governor and Executive Council (if applicable)<br>By: _____ On: _____  |   |   |                                  |

**2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 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.

9.3 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.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor 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 or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**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. 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. 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 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.

**17. 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.

**18. 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.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be 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.

**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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

## **PROJECT AGREEMENT**

Between the  
STATE OF NEW HAMPSHIRE, Department of Environmental Services  
and  
The Nature Conservancy

1. This Project Agreement (hereinafter "Agreement") is entered into by the State of New Hampshire, Department of Environmental Services (hereinafter "DES") and The Nature Conservancy (hereinafter "TNC") for the purpose of undertaking a project of mutual interest.
2. This Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Agreement ("Effective date") and shall end on December 30, 2021. If the provision of services by TNC precedes the Effective date, all services performed by TNC shall be performed at the sole risk of TNC and in the event this Agreement does not become effective, DES shall be under no obligation to pay TNC for costs incurred or services performed; however, if this Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Agreement.
3. The work to be performed under the terms of this Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as part of this Agreement.
4. The Property involved in the project will be monitored on an annual basis for five years post construction to ensure the success of the activities taken and to ensure that no actions are occurring which could be detrimental to the attributes of the Property.
5. Total funds in the amount of \$87,615 have been allocated and are available for payment of allowable costs incurred under this Agreement. DES will not reimburse TNC for costs exceeding the amount specified in this paragraph.

### **EXHIBIT A** **SCOPE OF SERVICES**

- A. Project Title: Ashuelot River Floodplain Protection and Restoration
- B. Project Period: January 2017 – December 30, 2021 Objectives: Floodplain forest habitat will be restored along 1,500 feet of the State Designated Ashuelot River on a 29-acre property in Swanzy, NH. Approximately 13 acres of hayfields and oxbows in the lower floodplain area of the property will be restored. Additionally, approximately 3 acres of invasive species located along the river and adjacent to the property's wetlands will be eradicated.
- C. Scope of Work: The restoration work will include:
  - a. Brush management prior to planting: Brush mowing and invasive control will remove invasive plant species from the area in which the planting will occur. Invasive plants will be hand-pulled within 50 feet of surface waters. In areas farther from surface waters, chemical application via backpack sprayer will be performed. For areas of invasive plants that are mature (above head height) and unable to be treated with a backpack sprayer safely, plants will be cut by the stems or treated with basal bark applications. A follow-up application will be conducted to control re-sprouts.

Contractor Initials MSJ  
Date 11/9/16

- b. Site preparation for the restoration area and the riparian buffer area 50-foot (average width): A medium-weight disk will be run over the ground to establish seed-to-soil contact, encourage natural succession, or exhaust the seed bank of invasive plants. Disking for site preparation will cover an area of approximately 9 acres in total.
  - c. Planting native shrubs and trees in 13 acres of the lower floodplain area and establishment of a 50-foot (average width) riparian forest buffer along the oxbows: There will be a minimum of 200 trees and 50 shrubs planted per acre, for a total of at least 250 plants per acre. All plants will be planted using 1-gallon container stock (#1 size pots). Should bare root planting be required, the number of plants will be increased.
  - d. Mulching for tree and shrub plantings: Plants will be mulched with wood chips to a depth of 3 to 4 inches to reduce weed pressure. A minimum of 2,250 plants will be mulched.
  - e. Annual Property monitoring for five years post construction with reports including photographs submitted to DES.
- D. Deliverable Schedule: Brush management and invasive control will occur in 2017 and early 2018. Site preparation, planting, and mulching will occur in 2018. Monitoring will occur annually through 2023.

**EXHIBIT B**  
**BUDGET & PAYMENT METHOD**

TNC shall submit requests for payment after completing each task. Upon receipt and approval by DES of the invoices, DES shall issue payment to TNC in accordance with the following:

| <b>Project Tasks:</b>  | <b>Budget</b>   | <b>Payment Method</b>           |
|--|-----------------|---------------------------------|
| <b>Floodplain Forest Restoration:</b><br>Brush Mowing, Invasive Control, Tree and Shrub Planting, Mulching | \$81,015        | Upon completion of work         |
| <b>Annual Monitoring:</b><br>*Estimated total for first three years  | Up to \$6,600*  | Upon submittal of annual report |
| <b>TOTAL</b>   | <b>\$87,615</b> |                                 |

**Total amount to be authorized following approval by the Governor and Executive Council:** **\$87,615**

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

Contractor Initials   M    
Date   11/9/16

The payments listed above are inclusive of project labor, expenses, and indirect. 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: Lori Sommer, Wetlands Bureau

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

**EXHIBIT C**  
**SPECIAL PROVISIONS**

This section is intentionally left blank.

Contractor Initials MS  
Date 11/19/16

**CERTIFICATE of AUTHORITY**

I, Hans P. Birle, Assistant Secretary of The Nature Conservancy, do hereby certify that:

1. I am a duly appointed, Assistant Secretary of The Nature Conservancy;
2. The Nature Conservancy has agreed to accept Department of Environmental Services funds and to enter into a contract with the Department of Environmental Services;
3. The Nature Conservancy further authorized the Executive Director of The Nature Conservancy's New Hampshire Chapter 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:

Mark Zankel  
(Authorized to Sign)

Executive Director- New Hampshire Chapter  
(Title)

IN WITNESS WHEREOF, I have hereunto set my hand as Assistant Secretary of The Nature Conservancy on this date: November 3, 2016.

Hans P. Birle  
Hans P. Birle

Assistant Secretary  
(Title)

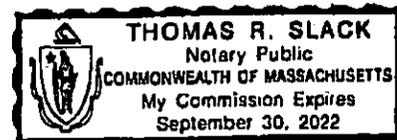
**COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF SUFFOLK**

On this the 3<sup>rd</sup> day of November, 2016, before me, Thomas R. Slack (Notary Public), the undersigned officer, Hans P. Birle, personally appeared and acknowledged himself to be an Assistant Secretary of The Nature Conservancy, and being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

Thomas R. Slack  
(Notary Public Signature)  
Thomas R. Slack

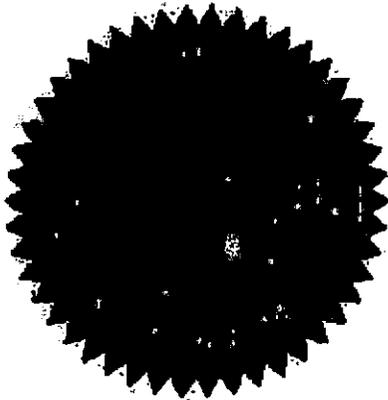
Commission Expiration Date: September 30, 2022  
(Seal)



**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, a(n) DELAWARE nonprofit corporation, registered to do business in New Hampshire on January 9, 1984. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24<sup>th</sup> day of March, A.D. 2016

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



- Search
- By Business Name
- By Business ID
- By Registered Agent
- Annual Report
- File Online
- Guidelines
- Name Availability
- Name Appeal Process

Date: 11/14/2016 **Filed Documents**  
 (Annual Report History, View Images, etc.)

**Business Name History**

| Name                   | Name Type  |
|------------------------|------------|
| THE NATURE CONSERVANCY | Legal      |
| THE NATURE CONSERVANCY | Home State |

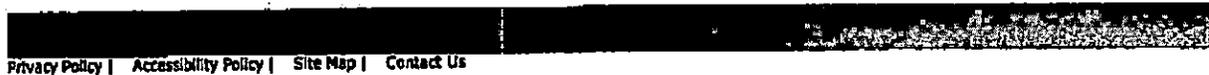
**Non-Profit Corporation - Foreign - Information**

**Business ID:** 75058  
**Status:** Good Standing  
**Entity Creation Date:** 1/9/1984  
**Dissolve Date:** 1/2/1986  
**State of Business.:** DC  
**Principal Office Address:** Legal Dept4245 N Fairfax Drive  
 Arlington VA 22203  
**Principal Mailing Address:** Legal Dept4245 N Fairfax Drive  
 Arlington VA 22203  
**Expiration Date:** Perpetual  
**Last Annual Report Filed Date:** 11/19/2015 11:42:16 AM  
**Last Annual Report Filed:** 2015

**Registered Agent**

**Agent Name:** National Registered Agents, Inc.  
**Office Address:** Sulloway & Hollis  
 9 Capitol Street  
 Concord NH 03301  
**Mailing Address:**

**Important Note:** The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.





NATUCON-10 LVIDAL

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/27/2016

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 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).

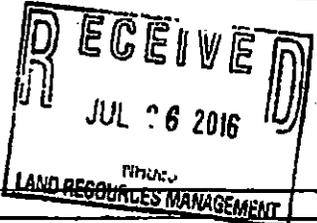
| <b>PRODUCER License # DC36861</b><br>Chantilly Alliant Ins Svc Inc.<br>4530 Wahey Rd Ste 200<br>Chantilly, VA 20151-2285      | <b>CONTACT NAME:</b> Kelly Mitchum<br><b>PHONE (A/C No. Ext.):</b> (703) 397-0977<br><b>FAX (A/C No.):</b> (703) 397-0995<br><b>E-MAIL ADDRESS:</b>  |                               |  |        |            |                                  |       |            |                           |       |            |  |  |            |  |  |            |  |  |            |  |
|---|--|-------------------------------|--|--------|------------|----------------------------------|-------|------------|---------------------------|-------|------------|--|--|------------|--|--|------------|--|--|------------|--|
|   | <table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Great Northern Insurance Company</td> <td>20303</td> </tr> <tr> <td>INSURER B:</td> <td>Federal Insurance Company</td> <td>20261</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE |  | NAIC # | INSURER A: | Great Northern Insurance Company | 20303 | INSURER B: | Federal Insurance Company | 20261 | INSURER C: |  |  | INSURER D: |  |  | INSURER E: |  |  | INSURER F: |  |
| INSURER(S) AFFORDING COVERAGE   |  | NAIC #                        |  |        |            |                                  |       |            |                           |       |            |  |  |            |  |  |            |  |  |            |  |
| INSURER A:  | Great Northern Insurance Company   | 20303                         |  |        |            |                                  |       |            |                           |       |            |  |  |            |  |  |            |  |  |            |  |
| INSURER B:  | Federal Insurance Company  | 20261                         |  |        |            |                                  |       |            |                           |       |            |  |  |            |  |  |            |  |  |            |  |
| INSURER C:  |  |                               |  |        |            |                                  |       |            |                           |       |            |  |  |            |  |  |            |  |  |            |  |
| INSURER D:  |  |                               |  |        |            |                                  |       |            |                           |       |            |  |  |            |  |  |            |  |  |            |  |
| INSURER E:  |  |                               |  |        |            |                                  |       |            |                           |       |            |  |  |            |  |  |            |  |  |            |  |
| INSURER F:  |  |                               |  |        |            |                                  |       |            |                           |       |            |  |  |            |  |  |            |  |  |            |  |
| <b>INSURED:</b><br><br>The Nature Conservancy<br>Attn: John Dwyer<br>4245 North Fairfax Dr - #100<br>Arlington, VA 22203-1805 |  |                               |  |        |            |                                  |       |            |                           |       |            |  |  |            |  |  |            |  |  |            |  |

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.

| INSUR LTR | TYPE OF INSURANCE  | ADDITIONAL INSURER (Y/N/D) | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|-----------|--|----------------------------|---------------|-------------------------|-------------------------|---|
| A         | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: |                            | 35353977      | 07/01/2016              | 07/01/2017              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PROPERTIES (Per occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ Included<br>\$ |
| B         | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS                           |                            | 73248135      | 07/01/2016              | 07/01/2017              | COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
| B         | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTIONS   |                            | 79729276      | 07/01/2016              | 07/01/2017              | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$  |
|           | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N                        | N/A           |                         |                         | PER STATUTE OTHER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Potter Farm Grant Land Acquisition/Restoration



|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br><br>DES Wetlands Bureau<br>29 Hazen Drive<br>Concord, NH 03301 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|--|



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/04/2016

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 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).

|  |  |              |
|--|--|--------------|
| <b>PRODUCER</b><br>MARSH USA, INC.<br>1050 CONNECTICUT AVENUE, SUITE 700<br>WASHINGTON, DC 20036-6388<br>Attn: DC.Certs@marsh.com or Fax to 212-948-0503 | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL:<br>ADDRESS: |              |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>   |              |
| 040631-WC-16-17  | INSURER A : Insurance Company Of The State Of PA                                       | NAIC # 19429 |
| <b>INSURED</b><br>THE NATURE CONSERVANCY<br>4245 NORTH FAIRFAX DRIVE<br>SUITE 100<br>ARLINGTON, VA 22203   | INSURER B :  |              |
|  | INSURER C :  |              |
|  | INSURER D :  |              |
|  | INSURER E :  |              |
|  | INSURER F :  |              |

**COVERAGES**                      **CERTIFICATE NUMBER:** CLE-005206096-01                      **REVISION NUMBER: 1**

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  | ADDITIONAL COVERAGES (RSD) (WVD) | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|----------------------------------|---|-------------------------|-------------------------|--|
|          | <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                                  |   |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$                 |
|          | <input type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS                           |                                  |   |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
|          | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$  |                                  |   |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$   |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br>N    N/A                  | WC 087712813 (AOS)<br>ADDITIONAL POLICIES ARE ON PAGE 2 | 07/01/2016              | 07/01/2017              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>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)  
Ashuelot River Floodplain Restoration Project, Swanzoy Project Aquatic Resource Mitigation Fund Program

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br>NH DEPARTMENT OF ENVIRONMENTAL SERVICES<br>P. O. BOX 95<br>CONCORD, NH 03302 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE of Marsh USA Inc.<br>Manashi Mukherjee <i>Manashi Mukherjee</i> |
|---|--|

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AGENCY CUSTOMER ID: 040631

LOC #: Washington



### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

|                           |           |   |
|---------------------------|-----------|---|
| AGENCY<br>MARSH USA, INC. |           | NAMED INSURED<br>THE NATURE CONSERVANCY<br>4245 NORTH FAIRFAX DRIVE<br>SUITE 100<br>ARLINGTON, VA 22203 |
| POLICY NUMBER             |           |   |
| CARRIER                   | NAIC CODE | EFFECTIVE DATE:   |

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

ADDITIONAL WORKERS COMPENSATION POLICIES  
 EFFECTIVE DATE (ALL POLICIES): 07/01/2016  
 EXPIRATION DATE (ALL POLICIES): 07/01/2017  
 INSURER AFFORDING COVERAGE (ALL POLICIES): INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA - NAIC: 19428

POLICY NUMBER / STATE(S)  
 WC 067712614 / CA  
 WC 087712819 / FL  
 WC 015684664 / MA, ND, OH, WA, WI, WY  
 WC 069862928 / NJ, PA  
 WC 069862930 / AK, AZ, GA, VA  
 WC 069862931 / IL, KY, NC, NH, UT, VT

**ATTACHMENT A**  
**2015 Aquatic Resource Mitigation Fund Grants**

**Applications and Funding Amounts**

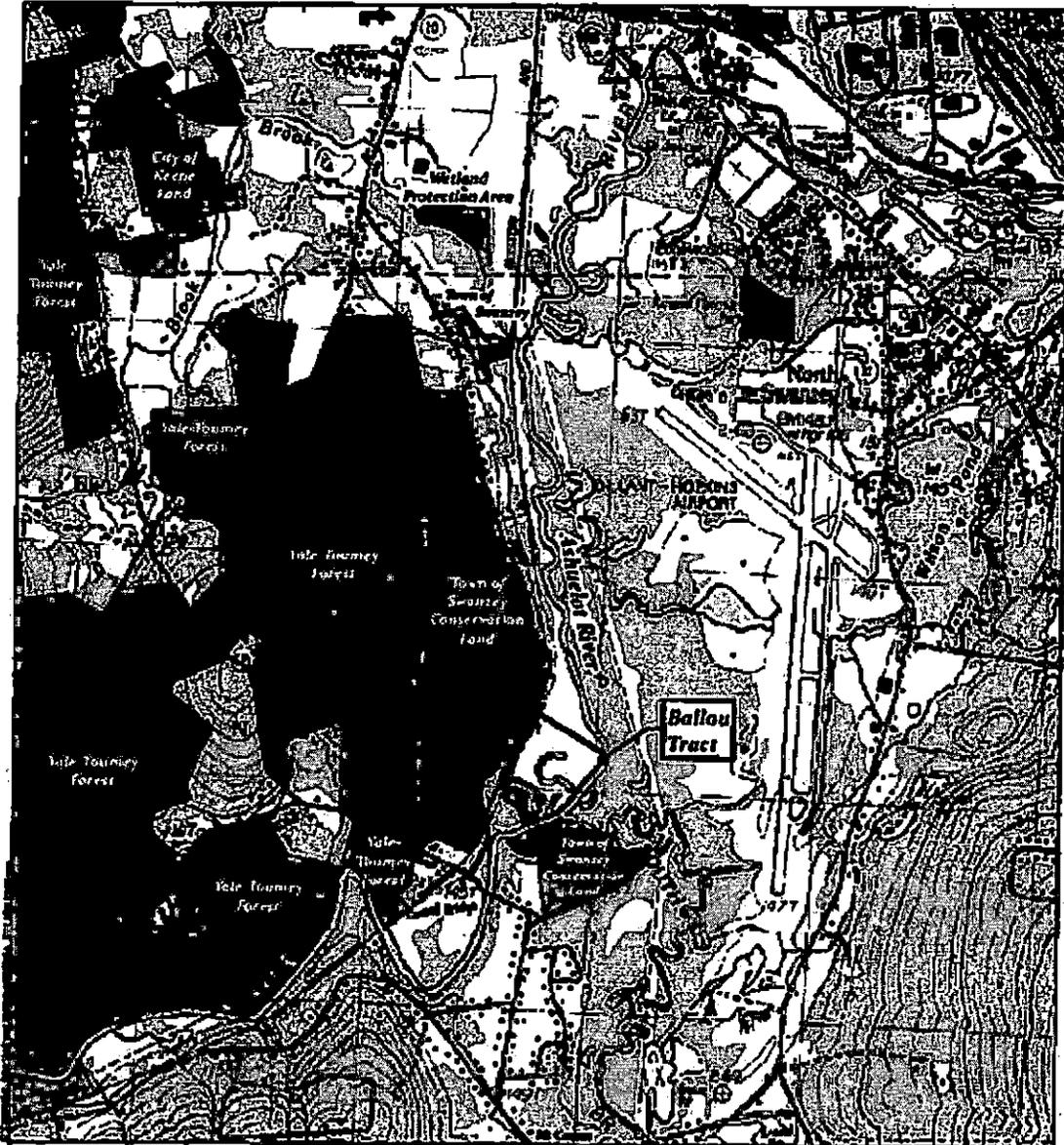
| <b>Grant Applicant</b>                         | <b>Location/Town</b> | <b>Funding Amount</b> | <b>Score</b> |
|--|----------------------|-----------------------|--------------|
| Upper Valley Land Trust                        | Enfield              | \$363,385             | 64           |
| The Nature Conservancy & Monadnock Conservancy | Swanzey              | \$147,615             | 76           |

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

**Site Selection Committee List**

| <b>Name</b>      | <b>Agency/Organization</b>                            | <b>Title</b>                          | <b>Years of Experience</b> |
|------------------|---|---------------------------------------|----------------------------|
| Craig Rennie     | NHDES, Land Resource Management Program               | Land Resource Specialist              | 19                         |
| Peter Bowman     | NH Dept. of Resources & Economic Development          | Wildlife Biologist                    | 17                         |
| Nancy Rendall    | NH Association of Natural Resource Scientists         | Charter Member                        | 33                         |
| Michael Marchand | NH Fish and Game Department                           | Senior Biologist                      | 12                         |
| Tracey Boisvert  | The Office of Energy and Planning                     | Conservation Land Stewardship Program | 25                         |
| Rick Vande Poll  | New Hampshire Association of Conservation Commissions | Town of Sandwich                      | 37                         |
| Brian Hotz       | Society for the Protection of NH Forests              | Vice President for Land Conservation  | 22                         |

**ATTACHMENT B**  
**Ashuelot River Floodplain Protection and Restoration, Swanzey**



|   |  |
|---|--|
| <p><b>Legend</b></p> <p> Ballou Tract</p> <p> Conservation Public Land</p> <div align="center"> <br/> <b>1:24,000</b><br/> <br/>             0 1000 2000<br/>             Feet         </div> | <p><b>ASHUELOT RIVER FLOODPLAIN PROTECTION AND RESTORATION: BALLOU TRACT</b><br/>             NIIDES 2015 Aquatic Resource Mitigation Fund Proposal</p> <p><b>USGS TOPOGRAPHIC MAP</b><br/>             Keene Quadrangle</p> <p><b>SWANZEY,<br/>             NEW HAMPSHIRE</b></p> <div align="right"> <p><small>Created August 24, 2015 by</small><br/> <br/> <small>Protecting nature. Preserving life.<br/>             2000 Route 1, Suite 100, Swanzey, NH 03755</small></p> </div> |
|---|--|