The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

125

August 22, 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 award an Aquatic Resource Mitigation (ARM) Fund grant to The Nature Conservancy (VC#177785-B002) in the amount of $475,000 for the purpose of removing the Fiske Mill Dam and restoring riparian and wetland functions on a portion of Ashuelot River in Hinsdale, NH, effective upon G&C approval through December 1, 2031. 100% ARM Funds.

Funding is available in the account as follows:

	FY 25
03-44-44-442010-38710000-073-500581	$475,000

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

EXPLANATION

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

The NHDES wetlands program adopted a set of mitigation rules that establish what is necessary for an applicant to provide for wetland compensation. The current department rules spell out ratios for wetland compensation that include creating a new wetland, restoring a former wetland site, or protecting a high-quality aquatic resource by preserving adjacent upland habitat. One mitigation option, commonly referred to as an *in-lieu fee program*, is ideal for projects that have difficulty in locating an appropriate mitigation site. The ARM Fund authorizes the collection of mitigation funds in lieu of other forms of wetland mitigation as part of a Wetlands Permit Application.

The Department issued the request for proposals for ARM Funds available in the Lower Connecticut River watershed in February 2022. The Fiske Mill Dam Removal application was one of two applications received and on November 7, 2022, NHDES announced the decision to fund the project. The review of the award by the Army Corps of Engineers and the New Hampshire Wetland Council resulted in full

support of the recommendation. Attachment A notes the ARM Site Selection Committee members involved in the decision.

The Ashuelot River Connectivity Project: Fiske Mill Dam Removal Project objective is to remove the dam structure (concrete walls and stone filled timber crib gravity dam) to restore aquatic organism passage and reconnect 7.44 miles of upstream river and streams in the Ashuelot River System to the Connecticut River and Atlantic Ocean. The Fiske Mill Dam is a complete barrier to aquatic organism passage. Removal of the dam will trigger action on upstream dams to restore approximately 154 river and stream miles for anadromous fish, mitigate flood risks for Hinsdale and surrounding community areas, create a permanent Ashuelot River access point, and provide conservation areas with improved water quality for ecosystem health. Attachment B includes a map of the project area.

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.

Adam Lupson

FOR 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) 224-5853	**1.6. Account Number** 03-44-44-442010-38710000-073-500581	**1.7. Completion Date** 12/1/2031	**1.8. Grant Limitation** $475,000
1.9. Grant Officer for State Agency Emily Nichols		**1.10. State Agency Telephone Number** (603) 271-4059	
If Grantee is a municipality or village district: "**By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b.**"			
1.11. Grantee Signature 1		**1.12. Name & Title of Grantee Signor 1** Charles DeCurtis, Ph.D., Freshwater Program Manager	
Grantee Signature 2		**Name & Title of Grantee Signor 2**	
Grantee Signature 3		**Name & Title of Grantee Signor 3**	
1.13 State Agency Signature(s) Adam Crepeau FOR		**1.14. Name & Title of State Agency Signor(s)** Robert R. Scott, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) **By:** **Assistant Attorney General, On:** 8/26/2024			
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").

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

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

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

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

5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.

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

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

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

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

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

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

7. RECORDS and ACCOUNTS.

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

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

8. PERSONNEL.

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

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

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

9. DATA: RETENTION OF DATA: ACCESS.

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

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

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

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

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

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

11. EVENT OF DEFAULT: REMEDIES.

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

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

11.1.2 Failure to submit any report required hereunder; or

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

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

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

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

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

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

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

12. TERMINATION.

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

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

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials CD
Date 19 June 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

14. pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority

15. 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.

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

16. subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

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

17. foregoing, nothing herein contained shall be deemed to constitute a waiver of the

17.1 sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

INSURANCE.

17.1.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to

17.1.2 obtain and maintain in force, both for the benefit of the State, the following insurance:

Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

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

18. date of each insurance policy.

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

19. 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.

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

20. prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

AMENDMENT. This Agreement may be amended, waived or discharged only by

21. 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.

CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is

22. 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 asa matter of convenience, and are not to be considered a part of this Agreement orto

23. be used in determining the intend of the parties hereto.

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.

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.

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

Grantee Initials CD

Date 17 June 21

EXHIBIT A
SPECIAL TERMS AND CONDITIONS

This section is intentionally left blank.

EXHIBIT B
SCOPE OF SERVICES

A. Project Title:
Ashuelot River Connectivity Project: Fiske Mill Dam Removal

B. Project Period:
Upon Governor & Council Approval through December 1, 2031

C. Grant Amount:
Total funds available for payment of allowable costs incurred under this Grant Agreement shall not exceed $475,000. The New Hampshire Department of Environmental Services (NHDES) will not reimburse The Nature Conservancy ("TNC") (GRANTEE) for costs exceeding the amount specified in this paragraph.

D. Effective Date and Commencement of Work:
This Grant Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Agreement ("Effective Date") and shall end on December 1, 2031. Any work performed by the GRANTEE prior to the Effective Date shall be at the **sole risk** of the GRANTEE. In the event this Grant Agreement does not become effective, NHDES shall be under no obligation to pay the GRANTEE for any costs incurred or work performed; however, if this Agreement becomes effective, costs incurred prior to the Effective Date that would otherwise be allowable are eligible for payment under the terms of this Agreement.

E. Objectives:
The Ashuelot River Connectivity Project: Fiske Mill Dam Removal Project objective is to remove the dam structure (concrete walls and stone filled timber crib gravity dam) to restore aquatic organism passage and reconnect 7.44 miles of upstream river and streams in the Ashuelot River System to the Connecticut River and Atlantic Ocean. The Fiske Mill Dam is a complete barrier to aquatic organism passage. Removal of the dam will ensure critical restoration of approximately 154 river and stream miles for anadromous fish, mitigate flood risks for Hinsdale and surrounding community areas, create a permanent Ashuelot River access point, and provide conservation with improved water quality for ecosystem health.

F. Scope of Work:
The GRANTEE agrees to complete the following under this grant agreement with the New Hampshire Department of Environmental Services (NHDES) Aquatic Resource Mitigation (ARM) Fund Program:

Task 1: Contractual- Dam Acquisition
The State of New Hampshire, its successors and assigns, represented by NHDES, agree to grant the GRANTEE the amount of up to $475,000 to support the acquisition of the Fiske Mill Dam

infrastructure for the purpose of dam removal and stream restoration. The Fiske Mill Dam, a 185-foot long, 19-foot-high, concrete capped, concrete, and stone filled timber crib gravity dam, is a complete barrier to aquatic organism passage. The GRANTEE shall use up to $475,000 to support the acquisition of the for concrete cap dam and associated infrastructure purchase for future demolition. ARM funds will not be used for land acquisition.

Task 2: Dam Removal Restoration Design, Approvals and Technical Assistance

The GRANTEE is responsible obtaining all required federal, state, and local permits and approvals prior to any restoration work. The GRANTEE will coordinate with the NHDES Wetlands Bureau to schedule a pre-application meeting with permitting staff and obtain NHDES approval for the final design and construction timeline. The GRANTEE will work with NHDES to develop a Federal Mitigation Plan for approval by the United States Army Corps of Engineers (USACOE). The Federal Mitigation Plan shall meet the criteria outlined in 33 CFR 332.4(c) and establish the mitigation work plan, performance standards, monitoring requirements, long-term management plan, adaptive management plan, and financial assurance measures.

Task 3: Dam Removal and Restoration Implementation, Engineering Oversight, and As-Built Survey and Report

The GRANTEE will participate in a pre-construction meeting before any site work begins that will include the ARM Fund Program, NHDES Dam Bureau, and project partners to review permit conditions and verify the construction timeline. During the pre-construction meeting the GRANTEE will designate a QUALIFIED PROFESSIONAL(S) (as defined in Env-Wt 802.06) with expertise in dam restoration to supervise and be on-site during construction to ensure that all work is constructed in accordance with the approved design plans and applicable permit conditions. Following construction, the GRANTEE will conduct one as-built survey of the site to establish baseline conditions of the topography, stream channel restoration, bank stabilization, and plantings. The as-built survey will include photos of the former dam areas, stabilization measures, and all restoration areas. One As-Built report will be submitted to the ARM Fund Program within 60 days of construction completion.

Task 4: Performance Monitoring and Long-Term Management

The GRANTEE will provide geomorphic and biological monitoring and prepare of summary reports for five years post-construction to determine whether the performance standards included in the Federal Mitigation Plan approved by USACOE have been successfully achieved. The GRANTEE, NHDES, and project partners will collaboratively review the monitoring results on an annual basis to evaluate whether the site is maintaining target wetland functions and meeting the performance standards. The GRANTEE will be responsible for the long-term maintenance of the restoration areas and development of adaptive management actions at the site if needed.

Task 5: Sign for Public Information

The GRANTEE agrees to place a sign at a prominent location on or near the PROPERTY. The sign should contain at a minimum the NHDES logo and the following statement: "This project has been completed with assistance from the New Hampshire Aquatic Resource Mitigation Fund." Should the sign be damaged or destroyed, the GRANTEE agrees to work with NHDES to repair or replace it with identical signage and to share any costs associated with that repair or replacement to the extent reasonably practicable.

Grantee Initials CD
Date 19 June 24

G. Deliverable Schedule:

Task	Deliverable	Due Date
1	Dam Acquisition	December 31, 2023
2	Dam Removal and Restoration Design, Permits, and Federal Mitigation Plan Approval	December 1, 2025
3	Dam Removal & Restoration Implementation, and As-Built Survey and Report	December 1, 2026
4	Annual Monitoring Report and Long-Term Management	December of 2027 through 2031
5	Photos of Sign Posted at the Site	December 1, 2026

H. Project Monitoring:

The GRANTEE shall allow NHDES unrestricted access to the PROPERTY involved in the project. ARM Fund Program will monitor the PROPERTY on an annual basis for five consecutive years following construction completion to ensure the success of the activities taken and to ensure that no actions are occurring which could be detrimental to the attributes of the project. NHDES will refer any deficiencies observed to the GRANTEE to address.

Grantee Initials

Date

EXHIBIT C
BUDGET & PAYMENT METHOD

The GRANTEE shall submit requests for payment after completing each task and submitting evidence of the associated deliverable. Upon receipt and approval by NHDES of the invoices, NHDES shall issue payment to the GRANTEE in accordance with the following:

Budgeted amounts by Task are estimated. The Grantee is authorized to move funds between Tasks based on actual expenses incurred by Task with an award amount not to exceed $475,000.

Task	Budget	Payment Method
Task 1: Dam Acquisition	$225,000	Upon Completion
Task 2: Dam Removal & Restoration Design and Permitting	$ 53,072	Upon Completion
Task 3: Dam Removal and Restoration Implementation	$100,000	Upon Completion
Task 4: Performance monitoring and contingency costs	$ 10,000	Upon Completion
Task 5: Sign for public information	$0	(cash match) Upon Completion
Indirect (tasks 1-5) – TNC's annual approved federal NICRA for the given fiscal year will be applied	$ 86,928	
TOTAL NHDES ARM FUNDS	**$475,000**	

Total amount to be authorized following approval by the Governor and Executive Council: $475,000

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

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

The billing address shall be as follows:

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

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

Grantee Initials CD
Date 19 June 24

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 $475,000, 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

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.

David M. Scanlan

Secretary of State

NATUCON-10

LVIDAL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/15/2024

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 :	
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: 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	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		G47312115	7/1/2024	7/1/2025	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			H10705782	7/1/2024	7/1/2025	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)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	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		WLRC70304533	7/1/2024	7/1/2025	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)
RE: ARM Grant Award 2015 Ballou Amendment (Swanzey, NH) and RM Grant Award 2022 Fiske Mill Dam Removal (Fitzwilliam, NH)
New Hampshire Department of Environmental Services are included as Additional Insured with respect to General Liability as agreed under a written contract, provided such contract was executed prior to the date of loss.

CERTIFICATE HOLDER

New Hampshire Department of Environmental Services
29 Hazen Drive
Concord, NH 03301

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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POLICY NUMBER: **HDO G47312115**

Endorsement Number: 1

COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19

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.
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.

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ATTACHMENT A
2022 Aquatic Resource Mitigation Fund Grants

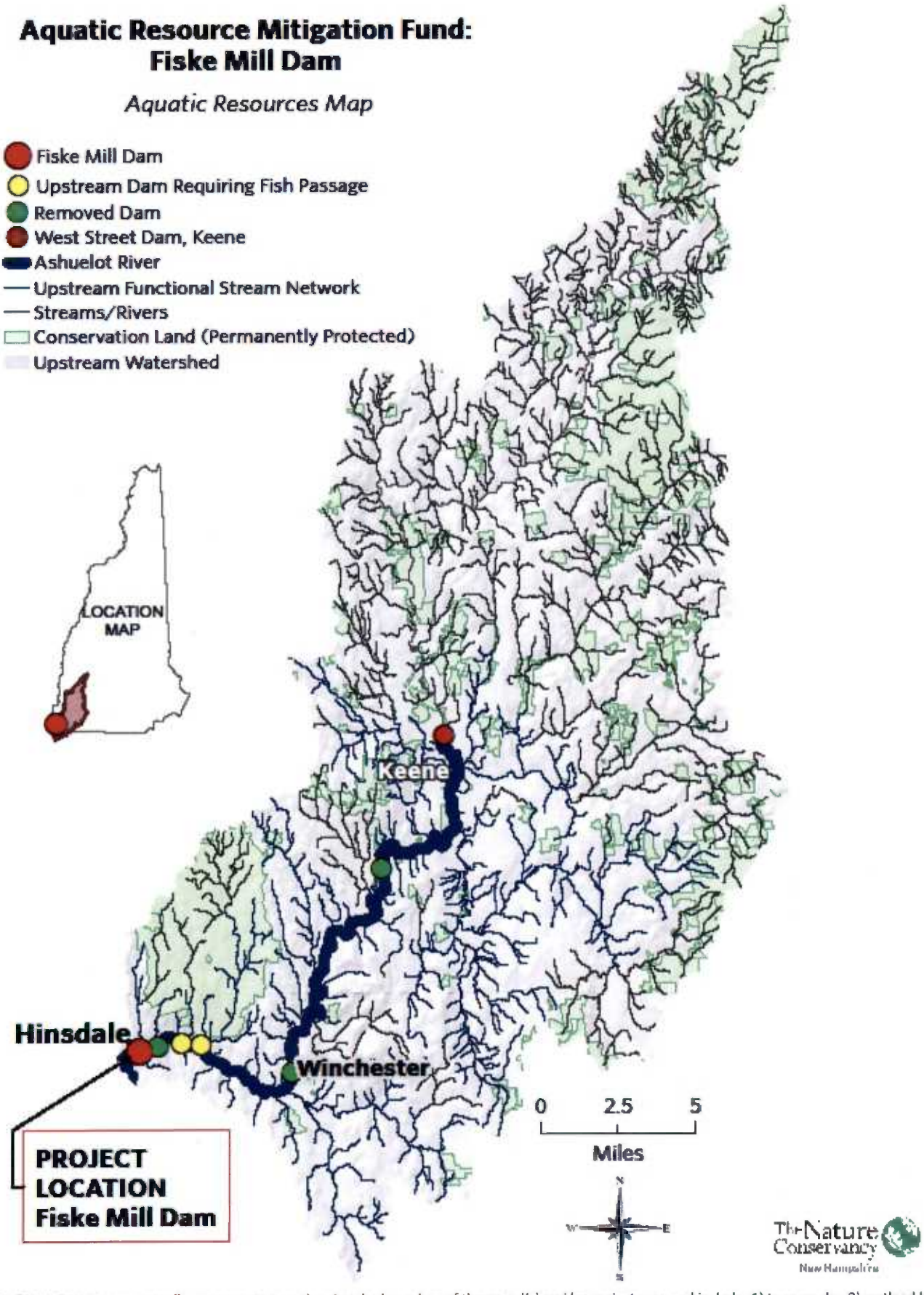
Applications and Funding Amounts

Grant Applicant/Project	Town	Requested Funding Amount	Approved for Funding
The Nature Conservancy/ Fiske Mill Dam Removal	Hinsdale	$475,000	Yes – full funding
Connecticut River Conservancy/ Stone Pond Dam Removal and Scott Brook Restoration	Fitzwilliam	$519,000	Yes- Partial funding of $285,405

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

Site Selection Committee List

Name	Agency/Organization	Title	Years of Experience
Peter Bowman	NH Dept. of Resources & Economic Development	Ecological Information Specialist	24
Michael Marchand	NH Fish and Game Department	Nongame and Endangered Species Coordinator	20
Michael Burke	NH Rivers Council/ American Rivers	Water Resources Engineer	18
Tracy Tarr	NH Association of Natural Scientists	Wetland Scientist	22
Brian Hotz	Society for the Protection of NH Forests	Vice President for Land Conservation	27



MAP 1- "Aquatic Resources Map"— A property map showing the boundary of the parcel(s) and/or project area and include: 1) topography, 2) wetland boundaries symbolized by Cowardin classification, 3) streams, 4) vernal pools, 5) features important to water quality and supply, and 6) relevant existing infrastructure and land alteration.