



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



103

**Robert R. Scott, Commissioner**

May 5, 2025

Her Excellency, Governor Kelly A. Ayotte  
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 of New Hampshire ("TNC"), Concord, NH (VC#177785-B001) in the amount of \$200,000 for the purpose of conserving 61-acres of land in Kingston, effective upon Governor and Council approval through December 31, 2026. 100% ARM Funds. The Town of Kingston Board of Selectman and Friends of Kingston Open Space support this project.

Funding is available in the account as follows:

	<u>FY 25</u>
03-44-44-442010-38710000-073-500581	\$200,000
Dept. Environmental Services, In-Lieu Wetland Mitigation, Grants – Non - Federal	

**EXPLANATION**

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

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

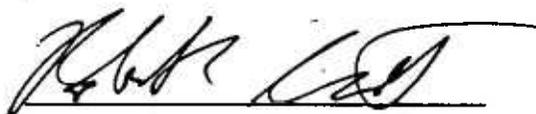
NHDES issued the request for proposals for ARM Funds available in the Merrimack River Service Area in February 2022. The NHDES received one full application within the Salmon Falls-Piscataqua River Service Area and on November 7, 2022, NHDES announced the decision to fund the Powwow-Whitcomb project. The review of the award by the New Hampshire Wetland Council and Army Corps of Engineers resulted

in full support of the recommendation. Attachment A lists the proposals received and ARM Fund Site Selection Committee members involved in the decision.

The Powwow-Whitcomb project will permanently protect the 61-acre Whitcomb property in Kingston through a conservation easement. The property consists of over 1,500 linear feet of frontage along the Powwow River, 6.3 acres of emergent wetland including a vernal pool, 20 acres of forested wetland, 1.4 acres of shrub scrub wetland, and associated upland buffers. Among the nearly 28 acres of wetlands and Powwow River frontage on this parcel are NH Natural Heritage Bureau recognized Atlantic White Cedar-Yellow Birch, Pepperbush Swamp communities and a Medium Level Fen System community. The entire property is designated as high-ranked habitat by ecological condition in the state (NH Fish & Game Wildlife Action Plan). The property also includes 39.36 acres of wellhead protection area for the Rowell Estates community well. Furthermore, the Whitcomb property is entirely within a high transmissivity aquifer and identified by the Town of Kingston as a special aquifer protection zoning district. The parcel will build upon existing landscape connectivity efforts in the region. The conservation easement shall include provisions for public access in perpetuity for passive recreational purposes. Attachment B includes a map of the project location.

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.

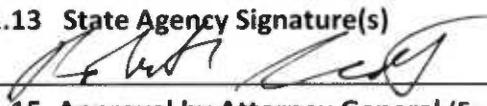


Robert R. Scott, Commissioner

GRANT AGREEMENT

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

I. Identification and Definitions.

<b>1.1. State Agency Name</b> NH Department of Environmental Services		<b>1.2. State Agency Address</b> 29 Hazen Drive, Concord NH 03302-0095	
<b>1.3. Grantee Name</b> The Nature Conservancy		<b>1.4. Grantee Address</b> 11 South Main Street, Unit 203, Concord, NH 03301	
<b>1.5 Grantee Phone #</b> (603) 230-9228	<b>1.6. Account Number</b> 03-44-44-442010-38710000-073-500581	<b>1.7. Completion Date</b> 12/31/2026	<b>1.8. Grant Limitation</b> \$200,000
<b>1.9. Grant Officer for State Agency</b> Emily Nichols (Emily.P.Nichols@des.nh.gov)		<b>1.10. State Agency Telephone Number</b> 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."			
<b>1.11. Grantee Signature 1</b> 		<b>1.12. Name &amp; Title of Grantee Signor 1</b> Jim O'Brien, Deputy State Director	
<b>Grantee Signature 2</b>		<b>Name &amp; Title of Grantee Signor 2</b>	
<b>Grantee Signature 3</b>		<b>Name &amp; Title of Grantee Signor 3</b>	
<b>1.13 State Agency Signature(s)</b> 		<b>1.14. Name &amp; Title of State Agency Signor(s)</b> Robert R. Scott, Commissioner	
<b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>			
By: 		Assistant Attorney General, On: 5/15/2025	
<b>1.16. Approval by Governor and Council (if applicable)</b>			
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 reviewer

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

This page intentionally left blank

**EXHIBIT A**  
**SPECIAL TERMS AND CONDITIONS**

This section is intentionally left blank.

**EXHIBIT B**  
**SCOPE OF SERVICES**

1. The State of New Hampshire, its successors and assigns, represented by the New Hampshire Department of Environmental Services (NHDES), agree to grant The Nature Conservancy ("TNC") the amount of \$200,000 to support the acquisition of an approximate 61-acre parcel of land located off Young Bill Tucker Road, in the Town of Kingston, County of Rockingham, State of New Hampshire, identified on the Kingston tax records as Map R15, Lots 10, 11, 12, 13,14, 16, and 18A (hereinafter: the "Property.") TNC recently acquired the project for the purpose of conveying ownership to the Town of Kingston through donation and granting a conservation easement that fulfills the requirements of Paragraph 3 below, to be held by TNC. This agreement shall be performed in accordance with New Hampshire RSA 482-A; all applicable sections of the Administrative Rules, Env-Wt 100-1000, and all other pertinent New Hampshire laws.

2. TNC shall use their Aquatic Resource Mitigation (ARM) Fund grant to transfer ownership of the parcel to the Town of Kingston and accept the grant of a conservation easement for the Property from the Town of Kingston ("Grantor") to be held by TNC (hereinafter: the "Grantee")

3. As Grantee of the Conservation Easement on the Property, TNC accepts the following conditions or restrictions:

a. To utilize the funds herein provided by the State of New Hampshire, acting through NHDES, for the acquisition and recordation of a conservation easement on the Property as soon as possible, time being of the essence. The project shall be completed by December 31, 2026.

b. To utilize the funds herein provided by the State of New Hampshire, acting through NHDES, to defray in part the acquisition and associated transaction costs incurred in securing a Conservation Easement on the Property.

c. To limit the use of the Property as hereinafter defined to conservation purposes in perpetuity.

d. That the Conservation Easement require that the Property acquired and protected through this project will be monitored on an annual basis in accordance with the *Standards and Practices* for stewardship of the Land Trust Alliance, to ensure that the terms of the Conservation Easement are being adhered to, and to ensure that no actions are occurring which could be detrimental to the conservation attributes of the Property. The TNC agrees to submit a copy of the annual monitoring report to NHDES to document the actions taken.

e. The TNC agrees to place a sign, subject to its acceptability to the property owner, at a prominent location on or near the Property. The sign should contain at a minimum the NHDES logo and the following statement: "This property has been protected with assistance from the New Hampshire Aquatic Resource

Grantee Initials SV  
Date 3/10/25

Mitigation Fund.” Should the sign be damaged or destroyed, the TNC agrees to work with the 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. The TNC also agrees that where significant signage is placed at major access points, the ARM Fund program will be identified as a contributing partner to the acquisition of easement interests and the long-term protection of the Property;

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

g. To return to ARM Fund Program any funds if TNC fails to convey ownership to the Town of Kingston and acquire the Conservation Easement on or before December 31, 2026

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

**EXHIBIT C**  
**METHOD OF PAYMENT**

	<b>Budget Payment Method</b>
Conveyance of ownership to Town of Kingston and Recordation of Conservation Easement Deed	\$200,000 Available upon closing
<b>TOTAL NHDES ARM FUNDS</b>	<b>\$ 200,000</b>
<b><u>Total amount to be authorized following approval by the Governor and Executive Council:</u></b>	<b><u>\$200,000</u></b>

Payments shall be made by NHDES to the TNC upon approval of stated outputs and verification of the value of completed work through submittal of invoices for services rendered. NHDES will pay the TNC 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, Aquatic Resource Mitigation (ARM) Fund

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

Grantee Initials EN  
Date 3/10/25

**THE NATURE CONSERVANCY  
CERTIFICATE OF AUTHORITY**  
Powwow River (Whitcomb) Grant Agreement

As Assistant Secretary of The Nature Conservancy, a non-profit corporation existing under and by virtue of the laws of the District of Columbia, I HEREBY CERTIFY that pursuant to a resolution passed by the Board of Directors, the governing body of The Nature Conservancy (the "Conservancy"), at its meeting held on March 14, 2020, appointed Jennifer L. Morris, to the office of Chief Executive Officer of The Nature Conservancy. The Board of Directors, on October 19, 2022, Amended and Restated the Chief Executive Officer Delegation of Authority and authorized the Chief Executive Officer to enter into real estate and non-real estate contracts or other agreements or transactions provided that the contract does not exceed \$50,000,000. Pursuant to such resolution the Chief Conservation Officer may also delegate her authority to undertake certain real estate and non real-estate transactions, to other staff of The Nature Conservancy.

I FURTHER CERTIFY that due notice of said meeting was given, that a quorum was present, and that said resolutions have not been repealed.

I FURTHER CERTIFY that on November 22, 2021, Jennifer L. Morris, delegated to David Banks, Chief Conservation Officer of the Conservancy, the authority to approve real estate and non-real estate contracts and other agreements and transactions up to \$25,000,000.

I FURTHER CERTIFY that on May 12, 2022, David Banks, in his capacity as Chief Conservation Officer of the Conservancy, delegated to Jan Glendening, North America Regional Managing Director of the Conservancy, the authority to approve real estate and non-real estate contracts and other agreements and transactions up to \$10,000,000.

I FURTHER CERTIFY that on January 8, 2024, Jan Glendening, in her capacity as the North America Regional Managing Director of the Conservancy, delegated to Mark Bryer, Director of the Northeast Division of the Conservancy, the authority to approve real estate and non-real estate contracts and other agreements and transactions up to \$5,000,000.

I FURTHER CERTIFY that on February 8, 2024, Mark Bryer, in his capacity as the Director of the Northeast Division of the Conservancy, delegated to Rachel Rouillard, the New Hampshire Business Unit Director and State Director of The Nature Conservancy, the authority to approve real estate and non-real estate contracts and other agreements and transactions up to \$1,000,000.

I FURHTER CERTIFY that on August 1, 2024, Rachel Rouillard, in her capacity as the New Hampshire Business Unit Director and State Director of The Nature Conservancy, delegated to Jim O'Brien, the Deputy State Director of the New Hampshire Business Unit of The Nature Conservancy, the authority to approve real estate and non-real estate contracts and other agreements and transactions up to \$250,000.

I FURTHER CERTIFY that, pursuant to all appropriate delegations by Jennifer L. Morris and others to whom she has delegated authority, Jim O'Brien, the Deputy State Director of the New Hampshire Business Unit of The Nature Conservancy, is authorized to execute the Powwow River (Whitcomb) Grant Agreement, a grant agreement by and between The State of New Hampshire and The Nature Conservancy.

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 in the State of New Hampshire, having filed, on record, all necessary required documents and reports as of this date.

Dated this 21<sup>th</sup> day of April 2025.



Name: Hans P. Birle  
Title: Assistant Secretary  
The Nature Conservancy

State of Rhode Island

County of Washington

On this the 21<sup>st</sup> day of April 2025, before me Katherine Pelletier the undersigned office, personally appeared Hans P. Birle, who acknowledged himself to be the Assistant Secretary The Nature Conservancy and, being authorized to do so, executed the foregoing instrument for the purpose contained therein.

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

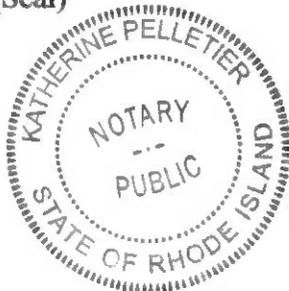


(Notary Public Signature)

ID # 764375

exp: 8/1/27

Commission Expiration Date:  
(Seal)



# 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: 0007063125



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 24th day of February A.D. 2025.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

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.

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.

**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.

**ATTACHMENT A  
2022 Aquatic Resource Mitigation Fund Grants**

**Applications and Funding Amounts in Merrimack Service Area**

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

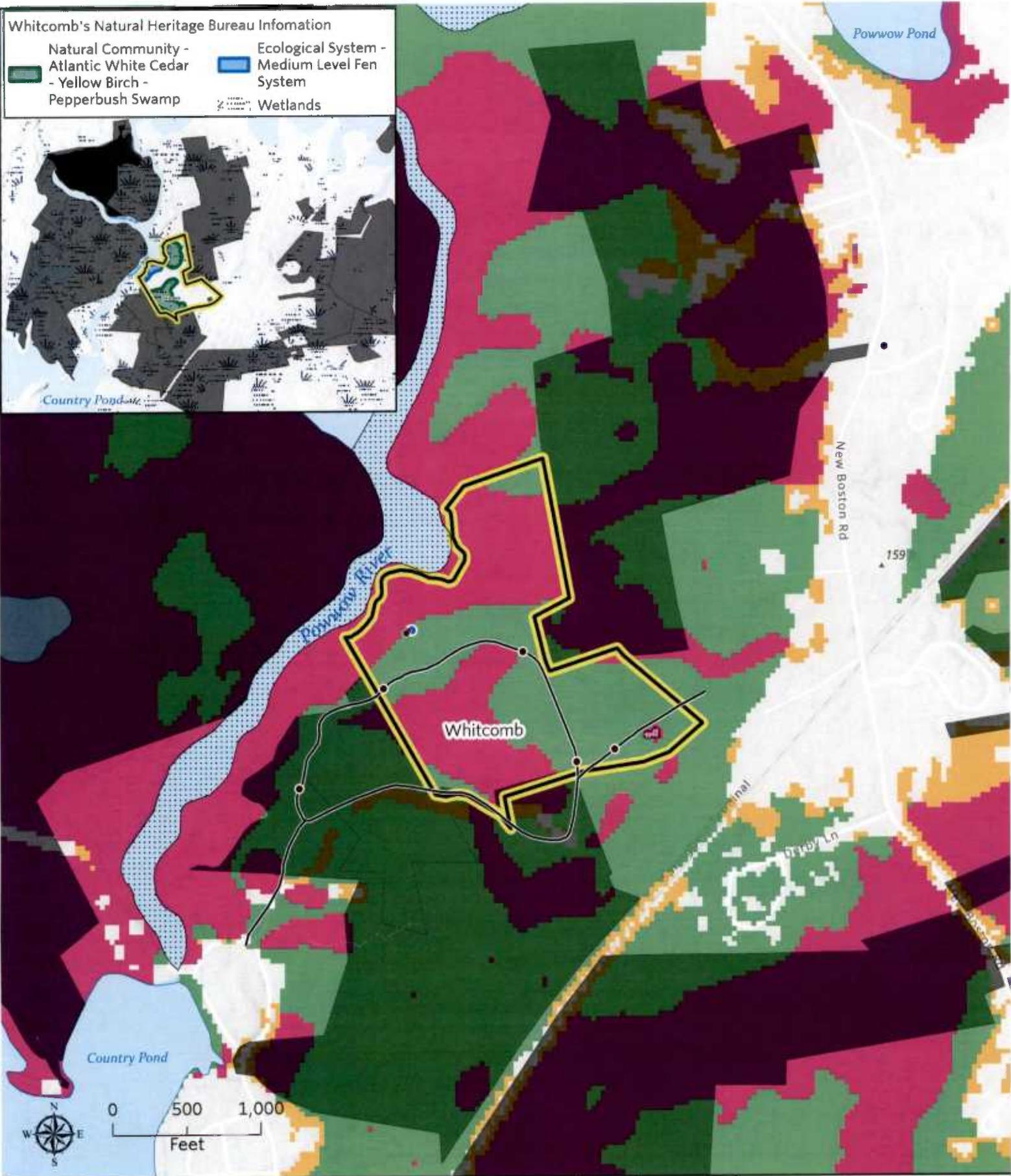
(Note: Each Committee member scores the projects and their scores are combined to create a total score.)

**Site Selection Committee Voting List**

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

Whitcomb's Natural Heritage Bureau Information

- Natural Community - Atlantic White Cedar - Yellow Birch - Pepperbush Swamp
- Ecological System - Medium Level Fen System
- Wetlands



- Whitcomb
- Existing Structures
- Octagon
- Out building
- Gates
- Woods Road
- Vernal Pool
- Surface Water

- Permanently Protected Conservation Land (GAPS 1, 2 & 3)
- NH Wildlife Action Plan WAP Tier
- 1 Highest Ranked Habitat in New Hampshire

- 2 Highest Ranked Habitat in Biological Region
- 3 Supporting Landscapes
- Banded Sunfish Presence



**Aquatic Resource Mitigation Fund: Whitcomb**  
*Wildlife Habitats & Landscape Connectivity Map*  
 Kingston, New Hampshire



APPENDIX A  
SUPPORT LETTERS

Town of Kingston

TOWN OF KINGSTON, N. H.

Office of the Board of Selectmen

PO Box 716, 163 MAIN STREET  
KINGSTON, NEW HAMPSHIRE 03848-0716

August 8, 2022

New Hampshire Department of Environmental Services  
Wetlands Bureau  
29 Hazen Drive, PO Box 95  
Concord, NH 03301  
Attention: Lori Sommer and Cheryl Bondi

RE: Letter of Support for TNC Application for ARM funds to protect the Whitcomb parcels along the Powwow River in Kingston

Dear Ms. Sommer and Ms. Bondi:

The Town of Kingston Board of Selectmen wholeheartedly supports the The Nature Conservancy's application to the Aquatic Resource Mitigation (ARM) program for funding to acquire and protect the Whitcomb parcels along the Powwow River.

The acquisition of these parcels offers numerous benefits to the town and addresses priorities as set forth in our Master Plan, including the protection of Powwow River frontage, priority wildlife habitat, a high yield stratified drift aquifer in a high recharge area (identified as a special aquifer protection district in our zoning ordinance), and an existing wellhead protection area. These parcels are adjacent to other protected lands and are a named priority in our Master Plan with respect to open space.

Thank you for your consideration of this important project.

Sincerely,



Richard Wilson  
Chairman, Town of Kingston Board of Selectmen

Telephone (603) 642-3342

Fax (603) 642-4108

[www.kingstonnh.org](http://www.kingstonnh.org)

APPENDIX A  
SUPPORT LETTERS

Friends of Kingston Open Space



New Hampshire Department of Environmental Services  
Wetlands Bureau  
29 Hazen Dr. PO Box 95  
Concord, NH 03301  
Attn: Lori Summer and Cheryl Bondi

August 10, 2022

Subject: Letter of Support for TNC Application for ARM funds to protect the Whitcomb parcels along the Powwow River in Kingston, NH

Dear Ms. Sommers and Ms. Bondi,

The Friends of Kingston Open Space (FOKOS) was formed about 20 years ago to help the Town start conserving open space for future generations to recreate, to maintain the rural character of the town and to protect water quality.

In 2008, FOKOS participated in an effort by the Town to develop an Open Space Chapter to the Master Plan. Among the priorities in the Open Space chapter are protection of habitat diversity, riparian areas, wetlands and the stratified drift aquifer. The Powwow River area was identified as being a target for protection based on these criteria.

FOKOS enthusiastically endorses the Nature Conservancy's application for funding to protect the Whitcomb parcels and hopes that you will support this effort.

Sincerely,

  
Ernest J. Landry

For, friends of Kingston Open Space (FOKOS)