The State of New Hampshire

Department of Environmental Services

Robert R. Scott, Commissioner

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May 15, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services to award a grant to the Southeast Land Trust of New Hampshire (SELT) (VC# 155425-B001), Epping, NH, in the amount of $339,000 to protect +/- 56 acres of land in Barrington, NH, located within the Hydrologic Area of Concern of the Rochester Water Department's drinking water supply, effective upon Governor and Council approval through September 30, 2026. 100% Drinking Water and Groundwater Trust Fund (DWGTF).

Funding is available in the following account:	FY 2025
03-44-44-444010-7428-073-500581	$339,000
Dept. Environmental Services, Drinking Water and Groundwater Trust Fund, Grants Non-Federal	

EXPLANATION

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

On November 18, 2024, the Advisory Commission voted to authorize grants for seven drinking water source protection projects. SELT's request for $339,000 was selected for grant funding from the DWGTF to protect +/- 56 acres (Tax Map 201 Lots 16, 17, 18, 19 and 20) of land with two conservation easements. The properties are all located within the Rochester Water Department's Hydrologic Area of Concern, which serves as the drinking water source for the City of Rochester. The landowners agree that the deeds shall allow passive outdoor recreation, including hunting and fishing.

The total project cost for SELT to purchase the property is $699,000. The DWGTF will provide $339,000 with $360,000 in match provided by SELT from other funding sources. The purchase price of the property is based on a recent appraisal of fair market value. Letters of support were provided by the City of Rochester and the Town of Barrington Conservation Commission.

Attachment A contains a map showing the relationship of the land to the protected water supply source. If funds become unavailable, general funds will not be requested to support this project. This agreement has been approved by the Attorney General's Office as to form, substance, and execution. We respectfully request your approval of this item.

Robert R. Scott, Commissioner

DES Website: www.des.nh.gov
P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095
Telephone: (603) 271-2513 • Fax: (603) 271-5171 • TDD Access: Relay NH 1-800-735-2964

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 Department of Environmental Services		**1.2. State Agency Address** 29 Hazen Drive, Concord NH 03302-0095	
1.3. Grantee Name Southeast Land Trust of New Hampshire (SELT)		**1.4. Grantee Address** 247 North River Road, Epping, NH 03042	
1.5 Grantee Phone # 603-778-6088	**1.6. Account Number** 03-44-44-444010-7428-073	**1.7. Completion Date** September 30, 2026	**1.8. Grant Limitation** $339,000
1.9. Grant Officer for State Agency Laura Weit-Marcum, DWGTF Source Water Protection Grant Program Coordinator		**1.10. State Agency Telephone Number** (603) 271-2862 Laura.M.Weit-Marcum@des.nh.gov	
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** Brian Hart, *Executive Director*	
Grantee Signature 2		**Name & Title of Grantee Signor 2**	
Grantee Signature 3		**Name & Title of Grantee Signor 3**	
1.13 State Agency Signature(s)		**1.14. Name & Title of State Agency Signor(s)** Robert R. Scott, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) **By:** **Assistant Attorney General, On:** 5/5/2025			
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 RSA31-95-b.

7. RECORDS and ACCOUNTS.

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

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

8. with, the entity identified as the Grantee in block 1.3 of these provisions

8.1. PERSONNEL.

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

8.2. to perform such Project under all applicable laws.

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

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

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

9. Officer, and his/her decision on any dispute, shall be final.

9.1. DATA; RETENTION OF DATA; ACCESS.

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

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

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

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

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

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

11. EVENT OF DEFAULT; REMEDIES.

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

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

11.1.2 Failure to submit any report required hereunder; or

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

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

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

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

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

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

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

12. TERMINATION.

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

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

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

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

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

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 itsemployees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE.

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

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

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

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

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

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

EXHIBIT A

SPECIAL TERMS AND CONDITIONS

1. Changes to the Scope of Services, as outlined in Exhibit B, require New Hampshire Department of Environmental Services (NHDES) approval in advance and, if applicable and as determined by NHDES, may require approval by the New Hampshire Drinking Water and Groundwater Advisory Commission (Advisory Commission), and a grant amendment subject to approval by the New Hampshire Governor & Executive Council.

2. A Final Closing Package, as outlined in Exhibit B - Scope of Services, must be submitted to NHDES by the completion date listed on the grant agreement (section 1.7). Disbursement requests and supporting materials, must be submitted no later than 90 days after the completion date.

3. If a completion date extension is required to complete the Scope of Services outlined in Exhibit B, the grantee must make that request at least four months before the completion date, as it requires Advisory Commission approval, and a grant amendment subject to approval by the New Hampshire Governor & Executive Council.

EXHIBIT B

SCOPE OF SERVICES

The Southeast Land Trust of New Hampshire ("Grantee") will use the grant funds to purchase two conservation easements in accordance with applicable requirements and procedures set forth in Env-Dw 1002 et. al. on portions of five parcel(s) of land totaling +/- 56 acres in the hydrologic area of concern of the Rochester Water Department, which primarily serves as the City of Rochester's drinking water source. The land is identified on current Barrington tax records as portions of **Tax Map 201 Lots 16, 17, 18, 19 and 20** ("Property"). The Property will be protected in perpetuity, as specified in the conservation easement deeds with public water supply protection being one of the conservation values. The conservation easement deeds shall require that the easement holder shall be responsible for long-term easement stewardship and monitoring of the Property and ensuring that the land use restrictions outlined in the conservation easement deeds are upheld.

The Grantee agrees to place a sign at a prominent location on or near the Property. The sign will recognize the New Hampshire Drinking Water and Groundwater Trust Fund as a funding source of the project. Should the sign be damaged or destroyed, the Grantee will work with NHDES to repair or replace it.

The conservation easement deeds shall require that the Property will be monitored on an annual basis in accordance with the Land Trust Alliance's *Standards and Practices*, Standard 11 Conservation Easement Stewardship to ensure the terms of the conservation easements are adhered to and no actions detrimental to the conservation values are occurring on the Property. The conservation easement deeds shall require that the easement holder shall submit annual monitoring reports to NHDES that document the current conditions of the Property, identify any conditions that may violate the provisions of the conservation easement deeds, and include a description of actions taken to remediate any violations.

Grantee Initials BH
Date 4/9/25

The Grantee will complete the following tasks and submit the items listed below to NHDES as part of the final closing package per Env-Dw 1303.09:

- Complete a property boundary survey of the Property that complies with Env-Dw 1002.21 and provide an electronic copy of the survey and digitized polygon files.
- An appraisal report for the Property that complies with Env-Dw 1002.22 and shows the negotiated price does not exceed fair market value as determined by a qualified appraiser.
- A title examination and legal opinion for the Property that complies with Env-Dw 1002.23.
- Draft conservation easement deeds incorporating the requirements that complies with Env-Dw 1002.24 and the requirements of this Agreement.
- A Stewardship Plan that identifies how annual site inspections will be conducted and the individual responsible for submitting annual monitoring reports to NHDES that complies with Env-Dw 1002.26(d).
- A signed Baseline Documentation Report that records in writing and with photographs, the conditions of the Property at the time of acquisition, including water quality and quantity data, that complies with Env-Dw 1002.26(c).
- An environmental site assessment that complies with Env-Dw 1002.20 and includes an opinion by an environmental consultant that there are no contamination concerns on the Property.
- A final budget worksheet that lists all secured funding sources and project expenses that complies with Env-Dw 1002.27(a)(7) and shows the match of at least 50% of the total project costs has been provided by the Grantee.

EXHIBIT C

METHOD OF PAYMENT

The New Hampshire Department of Environmental Services (NHDES) shall pay the Grantee up to $339,000, in accordance with the following requirements:

Reimbursement requests for project costs shall be made using the New Hampshire Drinking Water and Groundwater Trust Fund (DWGTF) Source Water Protection Grant Program disbursement form as supplied by NHDES, which shall be completed and signed by the Grantee. The disbursement form shall be accompanied by proper supporting documentation based on direct costs. The Grantee will maintain adequate documentation to substantiate all project related costs.

All work shall be performed to the satisfaction of NHDES before payment is made:

(1) Confirmation that the Property is not contaminated based on any environmental site assessment performed that complies with Env-Dw 1002.20;

(2) Confirmation of the Property boundaries and acreage by the Property survey performed that complies with Env-Dw 1002.21;

Grantee Initials BH
Date 4/9/25

(3) Negotiation of a price not to exceed the fair market value determined by the appraisal performed that complies with Env-Dw 1002.22;

(4) Confirmation of clear and marketable title for the Property as determined by the title examination conducted that complies with Env-Dw 1002.23;

(5) Determination that the deed language requires that the land or interest in land prohibits land uses detrimental to water supply protection, that complies with RSA 486-A:7, II(c)-(d) and Env-Dw 1002.24;

(6) Receipt by NHDES of the Baseline Documentation Report and Stewardship Plan prepared that complies with Env-Dw 1002.26; and

(7) Confirmation that the match requirements have been met in the final budget per Env-Dw 1002.27(a)(7).

Grantee Initials BH
Date 4/4/25

CERTIFICATE OF VOTE
AUTHORITY TO ACCEPT GRANTS

NEW HAMPSHIRE DEPARTMENT OF Environmental Services

Drinking Water and Groundwater Trust Fund (DWGTF)
Source Water Protection Program

A Certificate of Vote of Authorization (COV) is a certificate that states a Grantee is willing to enter into a grant agreement with the State of New Hampshire Department of Environmental Services (NHDES) and designates an Authorized Representative of the Grantee's governing body to execute the grant documents.

FORM GUIDANCE

- Please fill out areas highlighted in yellow DIGITALLY before printing for final wet signature.
- The Witness must have a titled position at the Grantee's address listed below.
- The Authorized Representative listed under item 3 does not sign this form.

Southeast Land Trust of New Hampshire (SELT)
247 North River Rd
Epping, NH 03042

I, Brett Merriam, President of the Southeast Land Trust (SELT) do hereby certify that:

1. I am the duly elected President of SELT;
2. At a board meeting held on 02/20/2025, SELT voted to accept a grant from the Drinking Water and Groundwater Trust Fund and enter into grant agreement with the New Hampshire Department Environmental Services to perform a source water protection project.
3. SELT further authorized Brian Hart, *Executive Director*, to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand, Brent Merriam, President of SELT on 04/08/2025.

Witness Signature: Brent Merriam **Date:** 04/08/2025

SOUTLAN-01 MSARABIA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/21/2025

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: Morgan Vershay
PHONE (A/C, No, Ext): (703) 547-5996 FAX (A/C, No):
E-MAIL ADDRESS: Morgan.Vershay@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Pacific Indemnity Company	20346
INSURER B : Federal Insurance Company	20281
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Southeast Land Trust of New Hampshire
247 N. River Road
Epping, NH 03042

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			35790421	1/1/2025	1/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ Included
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			73606693	1/1/2025	1/1/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / X / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A		(26) 7170-62-57	1/1/2025	1/1/2026	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

NH Department of Environmental Services
29 Hazen Drive, PO Box 95
Concord, NH 03302

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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 SOUTHEAST LAND TRUST OF NEW HAMPSHIRE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 21, 1980. 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: **64227**

Certificate Number: **0007008742**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 21st day of January A.D. 2025.

David M. Scanlan

Secretary of State

Southeast Land Trust of New Hampshire - Barrington
Rochester + Gray Parcels - Rochester Water Department (HAC)

Legend

- CityofRochester_project
- Gray_project
- Town Boundaries
- Permanently Conserved Lands
- Conservation Lands
- Hydrologic Areas of Concern (HACs)
- Wellhead Protection Areas (WHPAs)
- High-Yield Stratified-Drift Aquifer (GA2)

Protected Water Supplies:
Rochester Water Department

Total Project Acres: 55.5

High-Priority Water Supply Lands:
HAC Acres: 55.5 (100%)
WHPA Acres: 0 (0%)
GA2 Acres: 0 (0%)