



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



**Thomas S. Burack, Commissioner**

April 11, 2013

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

**REQUESTED ACTION**

Authorize the New Hampshire Department of Environmental Services (DES) to award an Aquatic Resource Mitigation (ARM) Fund grant to the Society for the Protection of New Hampshire Forests (Vendor Code #177170-B002) in the amount of \$737,170 to purchase a conservation easement on approximately 211 acres on Pennichuck Brook in Merrimack, effective upon G & C approval through September 30, 2014. 100% Aquatic Resource Mitigation Funds.

Funding is available in the account as follows:

|                                     |              |
|-------------------------------------|--------------|
|                                     | <u>FY'13</u> |
| 03-44-44-442010-38710000-073-500580 | \$737,170    |

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

**EXPLANATION**

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

The DES wetlands program adopted a set of mitigation rules that establish what is necessary for an applicant to provide for wetland compensation. The current department rules spell out ratios for wetland compensation that include creating a new wetland, restoring a former wetland site, or protecting a high-quality aquatic resource by preserving adjacent upland habitat. The newest improvement to the mitigation options is commonly referred to as an *in-lieu fee program*. This mitigation option is ideal for projects that have difficulty in locating an appropriate mitigation site. The Aquatic Resource Mitigation Fund (ARM) authorizes the collection of mitigation funds in lieu of other forms of wetland mitigation as part of a Wetlands Permit Application. The ARM program was authorized in legislation that became effective in August, 2006.

The Department issued the request for proposals for ARM Funds available in the Merrimack River watershed in April, 2012. Ten proposals were received and on November 27, 2012 DES announced the decision to fund seven projects. The project proposed by the Forest Society in Merrimack along Pennichuck Brook was recommended for funding by the ARM Fund Site Selection Committee. Attachment A notes the proposals received and Committee members involved in the decision. The review of the awards by the Army Corps of Engineers and the New Hampshire Wetland Council resulted in full support of the recommendations.

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

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

Telephone: (603) 271-3503 • Fax: (603) 271-6588 • TDD Access: Relay NH 1-800-735-2964

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council

Page 2

The Forest Society will utilize its ARM funds to protect approximately 211 acres of land that includes over one mile of shoreline on Pennichuck Brook. The Pennichuck Brook and its impoundment lead to the Pennichuck water supply intake that serves a population of 85,000 residents of the City of Nashua. The property will help protect a state endangered plant population, wildlife habitat classified as the best habitat in the state, and a 14-nest heron rookery.

In the event that other funds no longer become available, general funds will not be requested to support this program. Exhibit A describes the scope of services. Exhibit B provides the budget and payment terms. Exhibit C addresses special provisions.

This agreement has been approved as to form, content, and execution by the Attorney General's Office.

We respectfully request your approval.

  
Thomas S. Burack, Commissioner

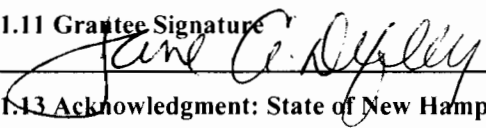
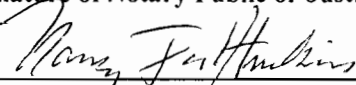
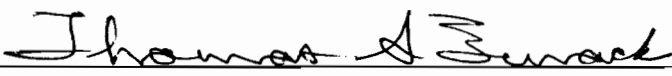
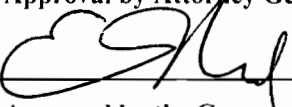
**Subject:** Grant agreement for a NHDES Aquatic Resource Mitigation Fund Award

**GRANT AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATIONS**

|   |  |  |  |
|---|--|--|--|
| <b>1.1 State Agency Name</b><br>NH Department of Environmental Services   |  | <b>1.2 State Agency Address</b><br>29 Hazen Drive, Concord, NH 03302-0095          |  |
| <b>1.3 Grantee Name:</b><br>Society for the Protection of New Hampshire Forests   |  | <b>1.4 Grantee Address</b><br>54 Portsmouth Street, Concord, NH 03301              |  |
| <b>1.5 Effective Date</b><br>Upon G&C approval  | <b>1.6 Completion Date</b><br>September 30, 2014 | <b>1.7 Audit Date</b><br>N/A   | <b>1.8 Grant Limitation</b><br>\$737,170 |
| <b>1.9 Grant Officer for State Agency</b><br>Lori L. Sommer, Wetland Mitigation Coordinator   |  | <b>1.10 State Agency Telephone Number</b><br>(603) 271-4059                        |  |
| <b>1.11 Grantee Signature</b><br>  |  | <b>1.12 Name &amp; Title of Grantee Signor</b><br>Jane Difley, President/Forester  |  |
| <b>1.13 Acknowledgment: State of New Hampshire, County of Merrimack</b><br><br>On <u>April / 3 / 2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12. |  |  |  |
| <b>1.13.1 Signature of Notary Public or Justice of the Peace</b><br>(Seal)   |  |  |  |
| <b>1.13.2 Name &amp; Title of Notary Public or Justice of the Peace</b><br><u>Nancy Ford Huckins Notary Public</u>  |  |  |  |
| <b>1.14 State Agency Signature(s)</b><br>  |  | <b>1.15 Name/Title of State Agency Signor(s)</b><br>Thomas S. Burack, Commissioner |  |
| <b>1.16 Approval by Attorney General's Office (Form, Substance and Execution)</b><br>By:  Attorney, On: <u>4/16/13</u>   |  |  |  |
| <b>1.17 Approval by the Governor and Council</b><br>By: _____ On: / /   |  |  |  |

Contractor Initials JAW  
Date 4/3/13

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"), pursuant to RSA 21-O, 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 A (the scope of work being 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 in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the Effective Date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (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 B, attached hereto.

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

5.3 In accordance with the provisions set forth in EXHIBIT B, 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, compensation 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.

7. **RECORDS AND ACCOUNTS.**

7.1 Between the Effective Date and the date seven (7) years after the Completion Date 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, 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 or 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 general 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 such 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 or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 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 OF 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 or employee of the Grantee and no representative, officer of 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 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 interests 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, worker'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 A 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 of 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 AND BOND.**

17.1 The Grantee shall, at its sole 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 worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 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. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice has been received by the State.

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 or 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.

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.

4/3/13

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

1. The State of New Hampshire, its successors and assigns, represented by the Department of Environmental Services (DES), agree to grant the Society for the Protection of New Hampshire Forests (Forest Society) the amount of \$737,170.00 for the purpose of acquiring a conservation easement on land owned by The Southwood Corporation, Inc., Pennichuck Water Works, Inc., and Pennichuck Corporation, Inc. a 211+/- acre parcel of land located on Continental Boulevard, Naticook Road, and Tinker Road in the Town of Merrimack, County of Hillsborough, State of New Hampshire, identified on the Merrimack tax records as:

| Map | Block | Lot # | Acreage | Location         | Owner   |
|-----|-------|-------|---------|------------------|---|
| 2C  | 49*   |       | 23.64   | Tinker Road      | The Southwood Corp.                             |
| 2C  | 66*   |       | 98.59   | Thornton Rd West | Pennichuck Corp.                                |
| 2C  | 12    |       | 41.301  | 45 Tinker Road   | Pennichuck Corp.                                |
| 2B  | 324*  |       | 87.10   | Continental Blvd | Pennichuck Corp. & Pennichuck Water Works, Inc. |
| 2B  | 324   | 1     | 5.34    | Naticook Road    | Pennichuck Corp.                                |
| 2C  | 13    |       | 5.06    | Tinker Road      | The Southwood Corp.                             |

\*Indicates only a portion of the Tax Map parcel shall be included as part of the Property. See the grant proposal.

This agreement shall be performed in accordance with New Hampshire RSA 482-A; all applicable sections of the Administrative Rules, Env-Wt 100-800, and all other pertinent New Hampshire laws.

2. The Forest Society shall use their grant funds to acquire a conservation easement for the Property with additional funding from the City of Nashua.

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

a. To utilize the funds herein provided by the State of New Hampshire, acting through DES, 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 within 12 months of the notification of the award.

b. To utilize the funds herein provided by the State on New Hampshire, acting through DES, 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 Property acquired 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 Forest Society agrees to submit a copy of the annual monitoring report to DES to document the actions taken.

e. The Forest Society agrees to place a sign, subject to its acceptability to the Pennichuck Corporation, to be provided by DES, at a prominent location on or near the Property. The sign should contain as a minimum the DES logo and the following statement: "This Pennichuck Brook property has been

*JAN*  
3/27/13

protected with assistance from the New Hampshire Aquatic Resource Mitigation Fund.” Should the DES sign be damaged or destroyed, the Forest Society agrees to work with the Department 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 Forest Society 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 DES 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 DES ARM Fund Program any funds if the Forest Society fails to complete the Property acquisition.

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.

4. This Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Agreement (“Effective date”) and shall end on September 30, 2014. If the provision of services by the Forest Society precedes the Effective date, all services performed by the Forest Society shall be performed at the sole risk of the Forest Society and in the event this Agreement does not become effective, DES shall be under no obligation to pay the Forest Society for costs incurred or services performed; however, if this Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Agreement.

5. Wetland restoration activities to be completed by Pennichuck Corporation by September 30, 2014.

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

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

|  |              |
|--|--------------|
| Purchase a Conservation Easement on the Property | \$737,170.00 |
|--|--------------|

|                            |                      |
|----------------------------|----------------------|
| <b>TOTAL DES ARM FUNDS</b> | <b>\$ 737,170.00</b> |
|----------------------------|----------------------|

|   |                             |
|---|-----------------------------|
| <b><u>Total amount to be authorized following approval by the Governor and Executive Council:</u></b> | <b><u>\$ 737,170.00</u></b> |
|---|-----------------------------|

Payments shall be made by DES to the Forest Society’s Escrow Agent upon approval of stated outputs and verification of the value of completed work through submittal of invoices for services rendered. DES will pay the Forest Society 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.

*AW*  
3/27/13

The billing address shall be as follows:

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

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

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

This section is intentionally left blank.

*JLS*  
3/27/13



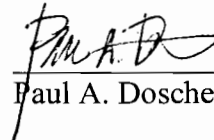
54 Portsmouth Street  
Concord, NH 03301  
Tel. 603.224.9945  
Fax 603.228.0423  
info@forestsociety.org  
www.forestsociety.org

## EXCERPT

Be it noted that the Board of Trustees of the Society for the Protection of New Hampshire Forests, in telephone vote taken on February 16, 2007


**VOTED** to authorize Jane A. Difley, President/Forester, and Susanne Kibler-Hacker, Assistant Treasurer, to sign all contracts; checks, drafts and orders drawn on SPNHF General Funds or Restricted funds; and that they are hereby authorized to deposit checks and drafts payable to this Corporation; and further are authorized to sell, assign, and endorse for transfer, certificates representing stocks, bonds, annuities, or other securities now registered or hereafter registered in the name of this Corporation.

As the duly authorized Assistant Secretary of the Society for the Protection of New Hampshire Forests, having been appointed at the meeting of February 4, 1999, I hereby confirm that the above Vote was taken by said Executive Committee on February 16, 2007.



Paul A. Doscher, Assistant Secretary

Attested:

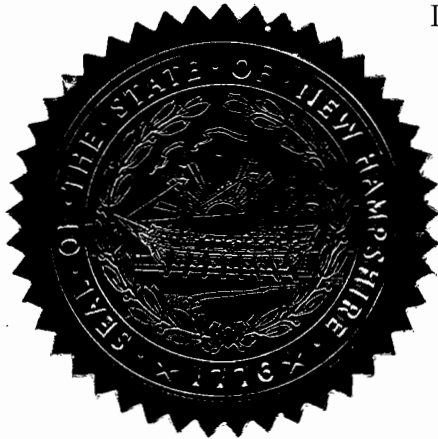


Karen M. Rose, Notary Public  
Commission expires: 11-17-2015

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS is a New Hampshire nonprofit corporation formed March 3, 1910. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 18<sup>th</sup> day of December A.D. 2012

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/27/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

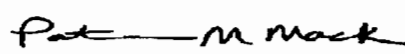
|   |   |                                      |
|---|---|--------------------------------------|
| <b>PRODUCER</b><br>E & S Insurance Services LLC<br>21 Meadowbrook Lane<br>P O Box 7425<br>Gilford NH 03247-7425 | <b>CONTACT NAME:</b> Pat Mack<br><b>PHONE (A/C No. Ext):</b> (603) 293-2791<br><b>E-MAIL ADDRESS:</b> Pat@esinsurance.com | <b>FAX (A/C No.):</b> (603) 293-7188 |
|   | <b>INSURER(S) AFFORDING COVERAGE</b>  |                                      |
| <b>INSURED</b><br>Society for the Protection of NH Forests<br>54 Portsmouth Street<br>Concord NH 03301          | <b>INSURER A:</b> Markel  |                                      |
|   | <b>INSURER B:</b> First Comp  |                                      |
|   | <b>INSURER C:</b>   |                                      |
|   | <b>INSURER D:</b>   |                                      |
|   | <b>INSURER E:</b>   |                                      |
|   | <b>INSURER F:</b>   |                                      |

**COVERAGES**                      **CERTIFICATE NUMBER:** 2013 w/ 2013 WC                      **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 INSR   | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|---|----------|----------------|-------------------------|-------------------------|--|
| A        | <b>GENERAL LIABILITY</b>   |   |          | 8502SS333595   | 1/1/2013                | 1/1/2014                | EACH OCCURRENCE \$ 1,000,000                         |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY   |   |          |                |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                           |   |          |                |                         |                         | MED EXP (Any one person) \$ 10,000                   |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:   |   |          |                |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000                   |
|          | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC |   |          |                |                         |                         | GENERAL AGGREGATE \$ 2,000,000                       |
|          |  |   |          |                |                         |                         | PRODUCTS - COMP/OP AGG \$ 2,000,000                  |
|          |  |   |          |                |                         |                         | \$   |
| A        | <b>AUTOMOBILE LIABILITY</b>  |   |          | 8502SS333595   | 1/1/2013                | 1/1/2014                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000     |
|          | <input checked="" type="checkbox"/> ANY AUTO   |   |          |                |                         |                         | BODILY INJURY (Per person) \$                        |
|          | <input type="checkbox"/> ALL OWNED AUTOS   | <input type="checkbox"/> SCHEDULED AUTOS              |          |                |                         |                         | BODILY INJURY (Per accident) \$                      |
|          | <input type="checkbox"/> HIRED AUTOS   | <input type="checkbox"/> NON-OWNED AUTOS              |          |                |                         |                         | PROPERTY DAMAGE (Per accident) \$                    |
|          |  |   |          |                |                         |                         | Medical payments \$ 5,000                            |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>   |   |          | 4602SS333596-3 | 1/1/2013                | 1/1/2014                | EACH OCCURRENCE \$ 3,000,000                         |
|          | <input type="checkbox"/> <b>EXCESS LIAB</b>  | <input checked="" type="checkbox"/> OCCUR             |          |                |                         |                         | AGGREGATE \$ 3,000,000                               |
|          | <input type="checkbox"/> DED   | <input type="checkbox"/> CLAIMS-MADE                  |          |                |                         |                         | \$   |
|          |  |   |          |                |                         |                         | RETENTION \$   |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>   |   |          | WC0132704-02   | 2/14/2013               | 2/14/2014               | WC STATUTORY LIMITS                                  |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                              | <input type="checkbox"/> Y <input type="checkbox"/> N | N/A      |                |                         |                         | 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br><br>NH Dept of Environmental Services<br>Attn: Lori Sommer<br>Wetland Bureau<br>29 Hazen Drive<br>Concord, NH 03301 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|  | AUTHORIZED REPRESENTATIVE<br><br>Pat Mack/PAT    |

**Attachment A**  
**2012 Aquatic Resource Mitigation Fund Grants**

**Applications and Funding Amounts**

| <b>Grant Applicant</b>                                  | <b>Location/Town</b>                                  | <b>Funding Amount</b> |
|---|---|-----------------------|
| The Society for the Protection of New Hampshire Forests | Pennichuck Brook Project, Merrimack                   | \$737,170             |
| Francestown Land Trust                                  | Avery Brook Watershed Project, Francestown            | \$237,000             |
| Bear-Paw Regional Greenways                             | Crooked Run Project, Barnstead/Pittsfield/Strafford   | \$361,600             |
| Bear-Paw Regional Greenways                             | Hinman Pond Project, Hooksett                         | \$507,800             |
| Southeast Land Trust of New Hampshire                   | Plaistow Town Forest Project, Plaistow                | \$100,000             |
| Five Rivers Conservation Trust                          | Soucook River Headwaters Ames Road Forest, Canterbury | \$106,430             |
| Town of Hooksett, Conservation Commission               | Merrimack Riverfront Project, Hooksett                | \$150,000             |
| Town of Salem   | Haigh Avenue Project, Salem                           | \$0                   |
| Friends of Moeckel Pond                                 | Moeckel Pond Restoration Project, Windham             | \$0                   |
| Society for the Protection of New Hampshire Forests     | Olsen Pond Project, Boscawen                          | \$0                   |

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

**Site Selection Committee List**

| <b>Name</b>      | <b>Agency/Organization</b>                            | <b>Title</b>                               | <b>Years of Experience</b> |
|------------------|---|--|----------------------------|
| Tim Drew         | NHDES, Public Information & Permitting Office         | Administrator                              | 31                         |
| Melissa Coppola  | NH Dept. of Resources & Economic Development          | Environmental Information Specialist       | 13                         |
| Nancy Rendall    | NH Association of Natural Resource Scientists         | Charter Member                             | 29                         |
| Michael Marchand | NH Fish and Game Department                           | Senior Biologist                           | 13                         |
| Tracey Boisvert  | Office of Energy and Planning                         | CLSP Director                              | 23                         |
| Peter Steckler   | The Nature Conservancy                                | Director Freshwater Science & Conservation | 13                         |
| Rick Vande Poll  | New Hampshire Association of Conservation Commissions | Town of Sandwich                           | 33                         |