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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

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

Bureau of Environment
August 5, 2020

REQUESTED ACTION

Authorize the Department of Transportation (DOT) to enter into a **Sole Source** Agreement with Bear-Paw Regional Greenways (hereinafter "Bear-Paw"), Deerfield, NH (vendor #162206) for \$108,370.00 for the purchase and stewardship of a conservation easement deed for the protection of 100+/- acres in Barnstead, NH as mitigation for wetland impacts associated with the Barnstead, 14121 project (reconstruction of the NH Route 28/North Road/North Barnstead Road intersection to improve safety and traffic flow, as well as improve sight distance), effective upon Governor and Council approval, through June 30, 2021. 100% Federal Funds.

Funds to support this request are available in the following account in State FY 2021.

Funding is available as follows:	<u>FY 2021</u>
04-96-96-963515-3054	
Consolidated Federal Aid	
400-500870 Highway Contract Payments	\$108,370.00

EXPLANATION

This Agreement is **sole source** because the Barnstead Conservation Commission and Bear-Paw have been jointly interested in protecting this piece of property for some time, and are currently only able to do so with the financial assistance of DOT through this project.

Pursuant to RSA 482-A, to compensate for the loss of jurisdictional areas, the Department of Environmental Services (DES) adopted rules that require mitigation for major impact projects, certain minor impact projects with jurisdictional impacts of 10,000 square feet or more, and projects involving linear impacts to stream channels (Env-Wt 303.02, and Env-Wt PART 900).

The DES issued Wetlands and Non-Site Specific Permit #2019-01424 to DOT for the Barnstead, 14121 project on August 21, 2019 authorizing impacts to 37,843 square feet (16,293 square feet temporary) of bank, palustrine and riverine wetlands. Compensatory mitigation for these impacts will be mitigated through the purchase of a conservation easement on a 100 +/- acre property known as the Sellin property (Map 9, Lot 3). If the Department is unable to procure the conservation easement, a one-time payment

will be made to the Aquatic Resource Mitigation (ARM) fund in the amount of \$188,681.68 for the 19,397 square feet of permanent wetland impact and 410 linear feet of stream impacts.

By acquiring the Sellin property, access to an undeveloped 60-acre wooded lot (Map 9, Lot 2; "Warburton/Downs") adjacent to the northern shoreline of the Upper Suncook Lake will be limited, and will augment 180 acres of existing conservation land owned by the Town of Barnstead located on Map 9, Lot 7; "Harrison Lot." The Sellin property will be placed into a conservation easement that will be held by Bear-Paw, with the Town of Barnstead as the secondary holder. Bear-Paw will execute the purchase and sales agreement.

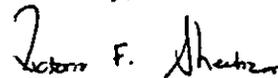
The purchase price of this conservation easement deed is based on a recent appraisal of fair market value. Exhibit A describes the scope of the agreement with Bear-Paw. Exhibit B provides the fees for purchase and stewardship of the property, as well as payment terms. Exhibit C contains special provisions. The Attorney General's office has approved the attached draft conservation easement deed as to form and substance, and will approve the actual deed as to execution. Attachment B contains a map of the land.

Authority to make the contingent ARM fund payment in the amount of \$188,681.68 was approved by the Governor and Executive Council on June 19, 2019 (Item #107A).

The agreement has been approved by the Attorney General as to form and execution. Copies of the fully executed contract are on file at the Secretary of State's office and the Department of Administrative Services office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,



Victoria F. Sheehan
Commissioner

VFS/ktn
Attachments

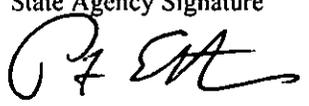
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Transportation		1.2 State Agency Address 7 Hazen Drive, PO Box 483 Concord, NH 03302-0483	
1.3 Contractor Name Bear Paw Regional Greenways		1.4 Contractor Address Post Office Box 19 Deerfield, NH 03037	
1.5 Contractor Phone Number 603-463-9400	1.5 Account Number 04-96-96-963515-3054	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$108,370
1.9 Contracting Officer for State Agency Kevin Nyhan, Administrator, NHDOT Bureau of Environment		1.10 State Agency Telephone Number 603-271-1553	
1.11 Contractor Signature  Date: 6/15/2020		1.12 Name and Title of Contractor Signatory Katrina Amaral, Executive Director	
1.13 State Agency Signature  Date: 8/17/20		1.14 Name and Title of State Agency Signatory Peter Stamnas, Director of Project Development	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Emily C. Gary</u> On: <u>Sept. 14, 2020</u>			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A
SPECIAL PROVISIONS

14.1.1 requires comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

EXHIBIT B
SCOPE OF SERVICES

1. The State of New Hampshire, its successors and assigns, represented by the Department of Transportation (DOT), agree to grant Bear Paw Regional Greenways the amount of \$108,370.00 for the purpose of acquiring a 100 +/- acre parcel of land owned by Anne Sellin located on 305 Gilmanton Road in the Town of Barnstead, County of Belknap, State of New Hampshire, identified on the Barnstead tax records as Map 9 Lot 3 (hereinafter: the "Property.") This agreement shall be performed in accordance with New Hampshire RSA 482-A; all applicable sections of the Administrative Rules, PART Env-WL 100-800, and all other pertinent New Hampshire laws.

2. The Grantee, Bear Paw Regional Greenways, shall use the grant funds for the purchase and stewardship of a conservation easement deed as wetland mitigation for impacts associated with the DOT Barnstead, 14121 project (reconstruction of the NH Route 28 / North Road/North Barnstead Road intersection to improve safety and traffic flow, as well as improve sight distance).

Pursuant to RSA 482-A, to compensate for the loss of jurisdictional areas, the Department of Environmental Services (DES) adopted rules that require mitigation for major impact projects, certain minor impact projects with jurisdictional impacts of 10,000 square feet or greater, and projects involving linear impacts to stream channels (Env-Wt 303.02, and Env-Wt Part 900).

The DES issued Wetlands and Non-Site Specific Permit #2019-01424 to DOT for the Barnstead, 14121 project on August 21, 2019 authorizing impacts to 37,842 square feet of bank, palustrine and riverine wetlands. Compensatory mitigation for these impacts will be mitigated through the purchase and stewardship of this conservation easement by Bear Paw Regional Greenways as agreed to by DES. If DOT is unable to procure the conservation easement thru Bear Paw Regional Greenways, a one-time payment will be made to the aquatic Restoration Mitigation (ARM) fund in the amount of \$188,681.68.

3. As Grantee of the Conservation Easement on the Property, Bear Paw Regional Greenways will:

a. Utilize the funds herein provided by the State of New Hampshire, acting through DOT, 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 4 months of the notification of the award.

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

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

d. Monitor the Property acquired through this project 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. Bear Paw Regional Greenways agrees to submit a copy of the annual monitoring report to DES to document the actions taken.

e. Place a sign, subject to its acceptability by DES at a prominent location on or near the Property. The sign shall contain at a minimum the DES logo and the following statement: "This conservation easement has been protected with assistance from the New Hampshire Department Environmental Services and New Hampshire Department of Transportation through Permittee-Responsible Wetlands Mitigation" Should the DES sign be damaged or destroyed, Bear Paw Regional Greenways agrees to work with DES to repair or replace it with identical signage and to share any costs associated with that repair or replacement to the extent reasonably practicable. Bear Paw Regional Greenways also agrees that where significant signage is placed at major access points, DES will be identified as a contributing partner to the acquisition of easement interests and the long-term protection of the Property;

f. Return to DOT 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. Return DOT any funds if Bear Paw Regional Greenways fails to complete the Property acquisition.

h. Ensure 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
BUDGET & PAYMENT METHOD

<u>Description</u>	<u>Budget Payment Method</u>
Land Purchase Price	\$94,000.00
Transaction & Management Costs	
Easement Drafting Fee	\$2,000.00
Attorney Fees (Ransmeier & Spellman)	\$1,600.00
Project Management	\$2,500.00
Title Search (Ransmeier & Spellman)	\$420.00
Recording (County Registrar)	\$150.00
Other (Copies, Postage, Etc.)	\$200.00
Transaction & Management Costs	\$6,870.00
Stewardship Fee	\$7,500.00
Total Project Costs	\$108,370.00

**Total amount to be authorized following approval by the
Governor and Executive Council:**

Payments shall be made by DOT to Bear Paw Regional Greenways upon approval of stated outputs and verification of the value of completed work through submittal of invoices for services rendered. DOT will pay Bear Paw Regional Greenways 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 Transportation
7 Hazen Drive, PO Box 483
Concord, NH 03302-0483
ATTN: Kevin Nyhan, Administrator, Bureau of Environment

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

State of New Hampshire

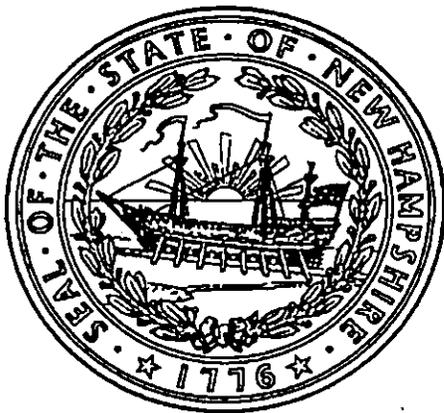
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BEAR-PAW REGIONAL GREENWAYS is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 13, 1997. 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: 263562³

Certificate Number: 0004931108



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 16th day of June A.D. 2020.

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

William M. Gardner
Secretary of State

BEAR-PAW REGIONAL GREENWAYS
Certificate of Vote & Authority

I, Mary-Lynn Jost, Secretary of the Board of Bear-Paw Regional Greenways do hereby certify that:

1. I am the duly elected Secretary of the Board of Directors.
2. The Board of Directors of Bear-Paw Regional Greenways voted to proceed with the Sellin conservation project at the meeting held on December 19, 2017,
3. During a Board vote on February 4, 2020 Bear-Paw Regional Greenways authorized Katrina Amaral, Executive Director, to execute any documents which may be necessary to complete the aforementioned easement project,
4. This authorization has not been amended or revoked and remains in full force through December 2021,
5. Duly appointed Board Members of the Organization:

Bruce Adami
Bonnie Beaubien
Al Jaeger
Mary-Lynn Jost
Hal Kreider
Dennis Garnham

Harmony Anderson
Sam Demeritt
Jeff Kantorowski
Grace Mattern
Susan Wilderman
Susan Romano

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of Bear-Paw Regional Greenways, 6-15, ____ 2020.


Mary-Lynn Jost, Secretary
Bear-Paw Regional Greenways

Witnessed by:



State of New Hampshire, County of ^{Stafford} Rockingham

CHRISTINE BANE
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
January 27, 2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/31/2020

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 The Frank Massin Agency Inc 32 NH Rte 119 P.O. Box 430 Fitzwilliam NH 03447	CONTACT NAME: Fitzwilliam Account PHONE (A/C, No, Ext): (603) 585-3411 E-MAIL ADDRESS:	FAX (A/C, No): (603) 585-3413
	INSURER(S) AFFORDING COVERAGE	
INSURED Bear Paw Regional Greenways PO Box 19 Deerfield NH 03037	INSURER A: Ohio Security Insurance NAIC # 24082	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2020-2021 **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.

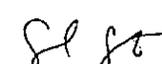
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BKS58280766	08/28/2020	08/28/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Non-profit organization

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Department of Transportation ATTN: Kevin Nyhan 7 Hazen Drive, PO Box 483 Concord NH 03302-0483	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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