



The State of New Hampshire DEC 03 '19 PM 1:50 DAS  
**Department of Environmental Services**



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**Robert R. Scott, Commissioner**

November 26, 2019

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

**REQUESTED ACTION**

Authorize the New Hampshire Department of Environmental Services (DES) to amend an Aquatic Resource Mitigation grant (PO #1067106) to the Upper Valley Land Trust, Inc. (hereinafter "UVLT"), Hanover, NH (Vendor Code #155927) by replacing Exhibit A, Scope of Services, to effectuate the purpose of the grant to conserve 377 acres of land in Hanover, effective upon Governor and Council approval. No additional funding is involved in this request. The original agreement was approved by G&C on May 1, 2019, item #53. 100% Aquatic Resource Mitigation (ARM) Funds.

**EXPLANATION**

We are requesting approval of this amendment due to problems encountered with finalizing the conservation deed. The UVLT has been working closely with the landowners on draft deed documents. The revised Scope of Services will provide the necessary restrictions UVLT needs to include for the conservation deed to fully meet the program goals. The total of \$299,644 of the original award has not been spent on the land conservation effort and will be utilized to complete the land transactions.

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 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 and then issues the funds to wetland restoration and preservation projects across the nine watershed areas.

The Department issued the request for proposals for ARM Funds available in the Merrimack River watershed in April, 2018. The project proposed by the UVLT was recommended for funding by the ARM Fund Site Selection Committee to purchase a 337-acre forested property with critical linkage between the Appalachian Trail, Hanover Town Forest lands, and other conserved properties in Hanover.

We respectfully request your approval of this item.

  
Robert R. Scott, Commissioner

**Agreement for Services with the  
Upper Valley Land Trust, Inc.  
Amendment No. 1**

This Agreement (hereinafter called the "Amendment") dated this 25<sup>th</sup> day of November, 2019, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the "State") and the Upper Valley Land Trust, Inc. acting by and through its President, M. Jean McIntyre (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Executive Council on May 1, 2019, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, The Grantee and the State have agreed to amend the Agreement in certain respects to clarify the scope of services;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement, and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
  - (A) Exhibit A, Scope of Services, is stricken and replaced with the attached new Exhibit A, Scope of Services, to effectuate the purpose of the grant to protect the aquatic resources on the property.
2. Effective Date of Amendment: This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.
3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Grantee Initials MDM  
Date: 11/25/19

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

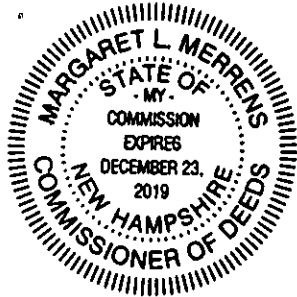
Upper Valley Land Trust, Inc.


By   
M. Jean McIntyre, President

STATE OF NEW HAMPSHIRE  
COUNTY OF Grafton

On this the 25<sup>th</sup> of November, 2019, before the undersigned officer, personally appeared M. Jean McIntyre, who acknowledged herself to be the person who executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



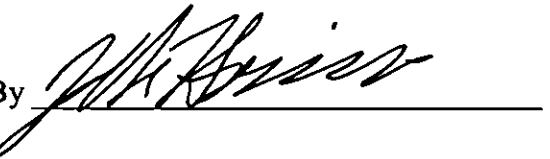
  
Notary Public/Commissioner of Deeds  
My Commission Expires: 12/23/2019

THE STATE OF NEW HAMPSHIRE  
Department of Environmental Services

By   
Robert R. Scott, Commissioner

Approved by Attorney General this 2<sup>nd</sup> day of December, 2019

OFFICE OF ATTORNEY GENERAL

By 

Grantee Initials UUL  
Date: 11/25/19

**AMENDED 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 Upper Valley Land Trust, Inc. ("UVLT") the amount of \$299,644 for the purpose of acquiring land owned by Tunis Timber LLC located on Wolfeboro and Tunis Roads in the Town of Hanover, County of Grafton, State of New Hampshire, identified in the Hanover tax records as Map 14 Lot 23 (2 parcels), Map 14 Lot 42, and Map 11, Lot 12. (hereinafter the "Property.") 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 UVLT shall use their grant funds to acquire the Property subject to the below conservation restrictions, which may be enforced by DES pursuant to the terms of this Grant Agreement.

3. As a condition of acceptance of the grant funds, the UVLT agrees to the following obligations and accepts the following conditions or restrictions on the use of the Property:

a. To utilize the funds herein provided by the State of New Hampshire, acting through DES, for the acquisition of the Property and recordation of a deed with express reference to this Grant Agreement as soon as possible, time being of the essence. The project shall be completed by June 30, 2020.

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

c. To limit the use of the Property as set out in the following conservation restrictions in perpetuity:

A. The Property shall be maintained in perpetuity as open space without there being conducted thereon any agricultural, industrial or commercial activities, except forestry, in accordance with a Stewardship Plan as described below and provided that the productive capacity of the Property to support diverse wildlife populations shall not be degraded by on-site activities.

i. For the purposes hereof, "Wildlife Habitat Management" shall include, but not be limited to, alteration of vegetation and soil and the placement of structures to effect ecological restoration, provide habitat for a wide range of wildlife species and control invasive species; the construction or modification of roads or other access ways for the purpose of performing such activities; and the use of forest equipment, all as not to be detrimental to the conservation values of the Property.

ii. For the purposes hereof, "Forest Management" or "Forestry" shall include the growing, cutting, and sale of forest trees of any size capable of producing timber or other forest products; those forest practices employed primarily to enhance the forest, including the protection of wildlife habitat; and the construction of access ways for the purposes of removing forest products from the Property.

iii. For the purposes hereof, "Recreational Use" shall include low-impact, non-commercial recreational activities including, but not be limited to, hunting, fishing,

Contractor Initials ADL  
Date 11/25/19

hiking, cross country skiing and nature observation in accordance with current laws and regulations.

- iv. Wildlife Habitat Management, Forest Management, and Recreational Use activities shall be conducted by the Property owner in accordance with a Stewardship Plan, prepared by a licensed professional forester, a certified wildlife biologist, or by another qualified person, which may include professionals employed by the Landowner.
- v. For the purposes hereof, "Riparian Buffers" shall be the areas within 100 feet of streams and Significant Wetland Areas as defined below. The Riparian Buffer edge shall be measured from the stream edge, measured from the edge of the normal high water mark. In cases where the top of the embankment is less than 50 feet from the stream edge, the riparian edge shall be measured from the top of embankment. In cases where wetlands surround the stream edge, the riparian edge shall be measured from the boundary of the upland edge of the wetland area.
- vi. For the purposes hereof, "Significant Wetlands" are those areas that by virtue of their unspoiled condition, unique physical or biological features, rarity, and/or exemplary nature have special value in a particular locale. This value is reflected in a high degree of functioning relative to its ecological integrity, wildlife and aquatic life habitat, flood storage, groundwater interactions, and/or sediment and toxicant attenuation, and special social values such as education, scenic quality, and recreation. Significant wetlands are typically identified and evaluated by wetland scientists, wildlife biologists, or Natural Heritage Bureau ecologists through fieldwork and/or high resolution aerial photograph interpretation. Significant wetlands include, but are not necessarily limited to:
  - Wetland communities or systems that are classified as exemplary due to their high quality as determined by their size, condition, and landscape context (that is, the condition of the surrounding landscape);
  - Wetland communities or systems that are classified as exemplary (S1 and S2) due to their rarity in the State of New Hampshire by the NH Natural Heritage Bureau (NHB). Rare wetland types need not be of high quality to qualify as exemplary, but they must be considered viable in light of their size, condition, and landscape context. See <http://www.nhdfi.org/about-forests-and-lands/bureaus/natural-heritage-bureau/about-us/rarity-and-ranking.aspx> for further explanation of S rankings;
  - New Hampshire Wildlife Action Plan Tier 1 and Tier 2 wetlands;
  - Wetlands providing habitat for Endangered, Threatened and Special Concern wildlife.

Examples of significant wetland types in New Hampshire include, but are not limited to cedar swamps, black gum swamps, exemplary natural communities tracked in the Natural Heritage Bureau (NHB) database, any wetland community type ranked by the NHB as critically imperiled/or imperiled, bogs, fens (peat lands), and floodplain forests.

Contractor Initials

Date

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11/25/19

vii. For the purposes hereof, forestry within a Riparian Buffer or a Significant Wetland shall adhere to the following additional restrictions:

- a. No soil disturbance, tree cutting or removal shall occur and no herbicides or pesticides shall be used;
- b. No skid trails, log landings, or road construction, except in circumstances where complying with this provision may result in a greater overall environmental impact or would preclude reasonable access to areas suitable for forestry. Existing roads as identified in the baseline documentation may be retained and used but must be maintained to minimize degradation of water quality and aquatic habitat;
- c. Wildlife management activities, recreational use improvements, and maintenance of the existing dams included in the Stewardship Plan described in section B below shall be exempt from paragraphs A. vii. a & b above.

B. A Stewardship Plan shall be prepared by the Property owner, and provided to the NHDES at its request, prior to any Wildlife Habitat Management or Forest Management activities or Recreational Use improvements. The Property owner and the NHDES acknowledge that the Stewardship Plan's purpose is to guide management activities and that the actual activities will determine compliance therewith. The Stewardship Plan shall have been prepared not more than ten (10) years prior to the date of any activity should activity and should consider the following:

i. Forestry Management Planning:

- a. Timber harvesting with respect to such forestry shall be conducted in accordance with said plan and be supervised by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantee;
- b. Riparian Buffers and Significant Wetland Areas shall be marked in the field by a qualified professional approved in advance and in writing by the Grantee prior to timber harvesting;
- c. Such forestry shall be carried out in accordance with all applicable local, state, federal, and other governmental laws and regulations, and, to the extent reasonably practicable, in accordance with then-current, generally accepted best management practices for the sites, soils, and terrain of the Property. For references, see "Best Management Practices for Erosion Control on Timber Harvesting Operations in New Hampshire 2004" , and "Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices for New Hampshire" (Good Forestry in the Granite State Steering Committee, 2010), or similar successor publications.

C. The Property shall not be subdivided or otherwise divided into parcels of separate distinct ownership and none of the individual tracts, which together comprise the Property, shall be conveyed separately from one another, unless approved by the NHDES in writing.

Contractor Initials

Date

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*11/25/19*

D. No structure or improvement, including, but not limited to, a dwelling, any portion of a septic system, tennis court, swimming pool, dock, athletic field, water wells and associated structures, shooting range, aircraft landing strip, tower, including cell towers, mobile home, or wind powered generator or similar development, shall be constructed, placed, or introduced onto the Property. However:

- i. ancillary structures and improvements including, but not limited to, an unpaved road, dam, gate, fence, bridge, culvert, or wildlife nest structure may be constructed, placed, or introduced onto the Property only to the extent necessary to accomplish the Wildlife Habitat and Forest Management activities on the Property; and
- ii. unpaved pedestrian trails and temporary wildlife blinds and tree stands and other recreational use improvements may be constructed, placed, or introduced onto the Property provided that they are included in the Stewardship Plan.

E. No removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed unless such activities:

- i. are commonly necessary in the accomplishment of Wildlife Habitat Management, or low-impact noncommercial outdoor recreational uses of the Property;
- ii. do not harm state or federally recognized rare, threatened, or endangered species or exemplary natural communities, such determination of harm to be made at the sole discretion of the Property owner and to be based upon information from the New Hampshire Fish and Game Department, Natural Heritage Bureau or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species; and
- iii. are permitted and approved by all federal, state, local, and other governmental entities, as necessary before said activities take place.

F. No outdoor advertising structures such as signs and billboards shall be displayed on the Property except as desirable or necessary in the accomplishment of conservation, education, or low-impact noncommercial outdoor recreational uses of the Property.

G. There shall be no mining, quarrying, or excavation of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Property, except in connection with any improvements made pursuant to the provisions above. No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.

H. There shall be no dumping, spreading, injection, burning, or burial of biosolids, man-made materials or materials then known to be environmentally hazardous.

I. Use of pesticides or herbicides in connection with any permitted activities must be approved in advance in writing by the NHDES.

Contractor Initials JKL  
Date 11/25/19

The foregoing restrictions above shall be enforceable by the NHDES in perpetuity by actions at law or by proceedings in equity.

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 restrictions are being adhered to, and to ensure that no actions are occurring which could be detrimental to the conservation attributes of the Property. The UVLT agrees to submit a copy of the annual monitoring report to DES to document the actions taken.

e. The UVLT agrees to place a sign, subject to its acceptability, at a prominent location on or near the Property. The sign supplied by DES shall contain as a minimum the DES logo and the following statement: "This Property has been protected with assistance from the New Hampshire Aquatic Resource Mitigation Fund." Should the DES sign be damaged or destroyed, the UVLT agrees to notify DES and repair or replace it with a similar sign provided by DES. The UVLT 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 UVLT fails to complete the Property acquisition.

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

i. That in the event UVLT should ever transfer title of the Property to another entity, UVLT shall ensure that the conservation values of the property are protected in perpetuity and shall only transfer title subject to the conservation restrictions contained herein.

Contractor Initials

Date

*ADL*  
*6/25/19*



**CERTIFICATE of AUTHORITY**

I, Stanton N. Williams, Vice Chairman of the Board of Trustees of the Upper Valley Land Trust, Inc. do hereby certify that:

1. I am the duly elected Vice Chairman of the Board of Trustees;
2. The Upper Valley Land Trust, Inc. has agreed to accept funds and to enter into contracts with the New Hampshire Department of Environmental Services for the *Tunis District – Headwater & Wetland Protection Project*;
3. That **M. Jean McIntyre, President of the Upper Valley Land Trust, Inc.** is authorized to execute any documents which may be necessary for this and other State and Federal contracts as provided for in the **Resolution to Assign Signature Authority** adopted at a meeting of the Executive Committee of the Board of Trustees of the Upper Valley Land Trust, Inc. in accordance with its bylaws and state laws on February 22, 2017, and signed by June Hemberger, Secretary of the Upper Valley Land Trust, Inc. Board of Trustees; and
4. This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as the Vice Chairman of the Upper Valley Land Trust, Inc. on this date 22<sup>nd</sup> day of November, 2019.

Signature of Certifying Officer

Title: Vice Chairman

**STATE OF NEW HAMPSHIRE**

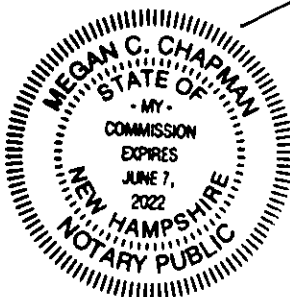
**County of Grafton**

On this the 22<sup>nd</sup> day of November, 2019, before me

  
(Notary Public)  
*Megan C. Chapman*

the undersigned officer, personally appeared Stanton N. Williams who acknowledged himself to be the Vice Chairman of the Upper Valley Land Trust, Inc. and being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

  
(Notary Public Signature)

Commission Expiration Date: 6/7/2022  
(Seal)

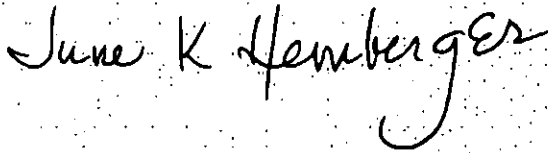
## **Resolution to Assign Signature Authority**

RESOLVED, that the Upper Valley Land Trust, Inc. will accept and receive funds and enter into related contracts and legal agreements pursuant to the conservation of land parcels reviewed and approved by the Board of Trustees.

M. Jean McIntyre, President, shall be authorized to act on behalf of the Upper Valley Land Trust, Inc. to execute all necessary documents pertaining to receipt of said funds.

The undersigned hereby certifies that she is the duly elected and qualified Secretary and the custodian of the books and records and seal of Upper Valley Land Trust, Inc., a corporation duly formed pursuant to the laws of the state of New Hampshire, and that the foregoing is a true record of a resolution duly adopted at a meeting of the Executive Committee of the Board of Trustees and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on February 22, 2017 and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation, February 23, 2017.



June Hemberger, Secretary

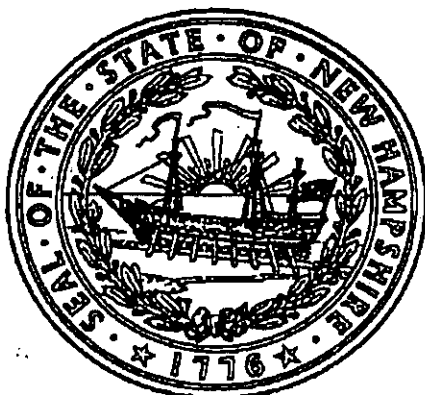
**State of New Hampshire**  
**Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that UPPER VALLEY LAND TRUST, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 08, 1985. 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: 84939

Certificate Number: 0004621406



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 22nd day of November A.D. 2019.

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) 11/25/2019

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.

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.

PRODUCER License # 0C36861 Chantilly-Affiant Ins Svc Inc. 4530 Walney Rd Ste 200 Chantilly, VA 20161-2285 CONTACT NAME: Anna Hill PHONE (A/C, No, Ext): (703) 397-0977 FAX (A/C, No): (703) 397-0995 E-MAIL Address: INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company NAIC #: 20281

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WYD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

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

CERTIFICATE HOLDER: New Hampshire DES ARM Fund Attn: Lori Sommer P.O. Box 95 29 Hazen Drive 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: [Signature]



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

Robert R. Scott, Commissioner



April 10, 2019

**APPROVED G & C**

DATE 5/1/19

ITEM # 53

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

**REQUESTED ACTION**

Authorize the New Hampshire Department of Environmental Services (DES) to award an Aquatic Resource Mitigation (ARM) Fund grant to the Upper Valley Land Trust, Inc. (hereinafter "UVLT"), Hanover, NH (Vendor Code #155927) in the amount of \$299,644.00 for the purpose of conserving 337 acres of land in Hanover, effective upon Governor and Council approval through June 30, 2020. 100% ARM Funds.

Funding is available in the account as follows:

	<u>FY'19</u>
03-44-44-442010-38710000-073-500581	\$299,644

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, begun in 2006, 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 Department issued the request for proposals for ARM Funds available in the Lower Connecticut River watershed in April, 2018. The UVLT application was received and on November 28, 2018, DES announced the decision to fund the UVLT project in the Lower Connecticut River watershed. The project proposed by the UVLT was recommended for funding by the ARM Fund Site Selection Committee. Attachment A lists 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.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council

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The UVLT will use the ARM Funds to conserve the approximately 337 acre property that contains many high-quality aquatic resources including 30 acres of Black Ash-Northern Hardwood-Conifer Swamp, several acres of wet meadow shrub and forested swamp, 3,000 linear feet of intermittent streams, 1,700 linear feet along Tunis Brook, and numerous amphibian breeding pools. The project protects approximately 178 acres of New Hampshire Fish & Game Wildlife Action Plan (WAP) Tier 1 habitat, 100 acres WAP Tier 2, 50 acres of WAP Tier 3, and protection of a coldwater stream that hosts wild Eastern Brook Trout. Attachment B includes a map of the project location.

In the event that other funds no longer become available, general funds will not be requested to support this program. This agreement has been approved as to form, content, and execution by the Attorney General's Office.

We respectfully request your approval.

  
Robert R. Scott, Commissioner

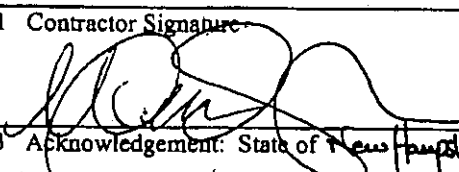
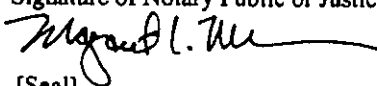
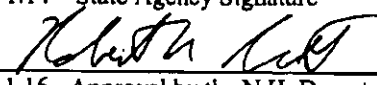
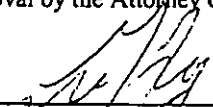
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

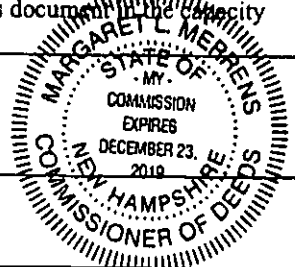
**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, PO Box 95 Concord, NH 03302-0095	
1.3 Contractor Name Upper Valley Land Trust, Inc.		1.4 Contractor Address 19 Buck Road, Hanover NH 03755	
1.5 Contractor Phone Number 603-643-6626	1.6 Account Number 03-44-44-442010-38710000-073-500581	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$299,644
1.9 Contracting Officer for State Agency Lori L. Sommer, DES Wetlands Bureau		1.10 State Agency Telephone Number 603-271-4059	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory M. Jean McIntyre, President	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Crafton</u> On <u>April 3rd, 2019</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.			
1.13.1 Signature of Notary Public or Justice of the Peace <u>Commissioner of Deeds</u>  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Margaret L. Merrens, Commissioner of Deeds</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Robert R. Scott, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>4/15/19</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



**2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

9.2 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.

9.3 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.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor 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 or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**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. 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. 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 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.

**17. 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.

**18.-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.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be 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.

**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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

**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 Upper Valley Land Trust, Inc. ("UVLT") the amount of \$299,644 for the purpose of acquiring land owned by Tunis Timber LLC located on Wolfeboro and Tunis Roads in the Town of Hanover, County of Grafton, State of New Hampshire, identified in the Hanover tax records as Map 14 Lot 23 (2 parcels), Map 14 Lot 42, and Map 11, Lot 12. (hereinafter the "Property.") 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 UVLT shall use their grant funds to acquire the Property with conservation restrictions, which may be achieved using a Deed of Grant Restrictions or Third Party Right of Enforcement to DES.
3. As Grantee of the conservation restrictions on the Property, the UVLT 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 of the Property and recordation of conservation restrictions on the Property as soon as possible, time being of the essence. The project shall be completed by June 30, 2020.
  - 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 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 restrictions are being adhered to, and to ensure that no actions are occurring which could be detrimental to the conservation attributes of the Property. The UVLT agrees to submit a copy of the annual monitoring report to DES to document the actions taken.
  - e. The UVLT agrees to place a sign, subject to its acceptability, at a prominent location on or near the Property. The sign supplied by DES shall contain as a minimum the DES logo and the following statement: "This Property has been protected with assistance from the New Hampshire Aquatic Resource Mitigation Fund." Should the DES sign be damaged or destroyed, the UVLT agrees to notify DES and repair or replace it with a similar sign provided by DES. The UVLT 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 UVLT fails to complete the Property acquisition.

Contractor Initials DU  
Date 4/3/19

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

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

	Budget	Payment Method
Purchase of Property	\$ 252,750.00	* pre-closing with invoice & appraisal
Property Survey	\$ 11,200.00	* pre-closing with invoice
USPAP Fee Appraisal	\$ 1,000.00	* pre-closing with invoice
Title/Legal/Closing & Recording Fees	\$ 4,494.00	* post-closing with invoice
BDR, EA, Stewardship Management Plan	\$ 5,700.00	* post-closing with invoice & signed BDR
Negotiations & Project Management	\$ 5,500.00	* post-closing with copy of recorded deed
Stewardship Fund	<u>\$ 19,000.00</u>	* post-closing with invoice
<b>TOTAL DES ARM FUNDS</b>	<b>\$ 299,644.00</b>	

Total amount to be authorized following approval by the Governor and Executive Council: \$ 299,644.00

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

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

The billing address shall be as follows:

NH Department of Environmental Services  
29 Hazen Drive, PO Box 95  
Concord, NH 03302-0095  
ATTN: 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.

Contractor Initials RL  
Date 4/3/19

**CERTIFICATE of AUTHORITY**

I, Christopher Nesbitt, Vice Chair of the Board of Trustees of the Upper Valley Land Trust, do hereby certify that:

1. I am the duly elected Vice Chairman of the Board of Trustees;
2. The Upper Valley Land Trust has agreed to accept funds and to enter into contracts with the New Hampshire Department of Environmental Services for the *Tunis District – Headwater & Wetland Protection Project*;
3. That Jeanie McIntyre, President of the Upper Valley Land Trust, is authorized to execute any documents which may be necessary for this and other State and Federal contracts as provided for in the **Resolution to Assign Signature Authority** adopted at a meeting of the Executive Committee of the Board of Trustees of the Upper Valley Land Trust in accordance with its bylaws and state laws on February 22, 2017, and signed by June Hemberger, Secretary of the Upper Valley Land Trust Board of Trustees; and
4. This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as the Vice Chair of the Upper Valley Land Trust on this date 3 day of April, 2019.

Christopher S. Nesbitt  
Signature of Certifying Officer

Vice Chair  
Title

**STATE OF NEW HAMPSHIRE**

County of Grafton

On this the 2 day of April, 2019, before me Marilyn J. Morse  
(Notary Public)

the undersigned officer, personally appeared Christopher Nesbitt who acknowledged himself to be the Vice Chair of the Upper Valley Land Trust of the Organization being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

Marilyn J. Morse  
(Notary Public Signature)

Commission Expiration Date:  
(Seal)

MARILYN J. MORSE, Notary Public  
State of New Hampshire  
My Commission Expires September 16, 2020

## Resolution to Assign Signature Authority

RESOLVED, that the Upper Valley Land Trust, Inc. will accept and receive funds and enter into related contracts and legal agreements pursuant to the conservation of land parcels reviewed and approved by the Board of Trustees.

M. Jean McIntyre, President, shall be authorized to act on behalf of the Upper Valley Land Trust, Inc. to execute all necessary documents pertaining to receipt of said funds.

The undersigned hereby certifies that she is the duly elected and qualified Secretary and the custodian of the books and records and seal of Upper Valley Land Trust, Inc., a corporation duly formed pursuant to the laws of the state of New Hampshire, and that the foregoing is a true record of a resolution duly adopted at a meeting of the Executive Committee of the Board of Trustees and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on February 22, 2017 and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation, February 23, 2017.

*June K Hemberger*

June Hemberger, Secretary



# State of New Hampshire

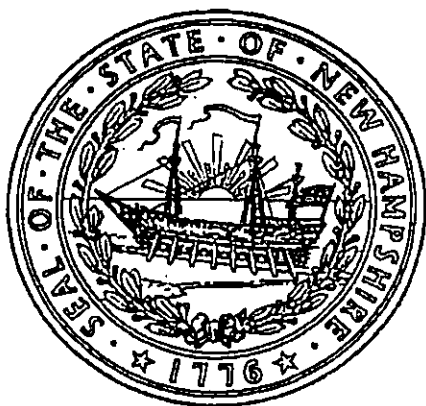
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that UPPER VALLEY LAND TRUST, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 08, 1985. 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: 84939

Certificate Number : 0004208440



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of November A.D. 2018.

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

William M. Gardner  
Secretary of State



UPPEVAL-03

BAVERHART

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/31/2018

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).

<b>PRODUCER</b> License # 0C36861 Chantilly-Alliant Ins Svc Inc. 4530 Watney Rd Ste 200 Chantilly, VA 20151-2285	<b>CONTACT NAME:</b> Anna Hill	
	<b>PHONE (A/C, No, Ext):</b> (703) 397-0977	<b>FAX (A/C, No):</b> (703) 397-0995
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Federal Insurance Company		20281
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**

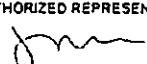
Upper Valley Land Trust  
 19 Buck Rd  
 Hanover, NH 03755

**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 WYD	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"/> PROJE <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			3592-54-96 EUC	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ Included
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			3592-54-96 EUC	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			7987-65-98	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ Aggregate \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	(19)7174-21-11	10/01/2018	10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 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)

<b>CERTIFICATE HOLDER</b>  New Hampshire DES ARM Fund Attn: Lori Sommer P.O. Box 95 29 Hazen Drive Concord, NH 03302	<b>CANCELLATION</b>  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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**Attachment A  
2018 Aquatic Resource Mitigation Fund Grants**

**Applications and Funding Amounts**

<b>Grant Applicant</b>	<b>Location/Town</b>	<b>Requested Funding Amount</b>	<b>Score</b>	<b>Approved for Funding</b>
New Hampshire Fish & Game Department	Croydon, Grantham and Newport	\$475,000	57	Yes – full funding
Upper Valley Land Trust	Hanover	\$299,644	51	Yes – full funding
Harris Center for Conservation Education	Stoddard	\$200,000	46	Yes – full funding
Town of Winchester	Winchester	\$215,488	45	Yes – full funding
Monadnock Conservancy	Jaffrey and Rindge	\$142,000	40	Yes – full funding
Cheshire County Conservation District	Surry	\$74,195	33	Yes – full funding
NH Department of Transportation	Fitzwilliam	\$250,000	31	No
Town of Winchester	Winchester	\$263,270	38	No

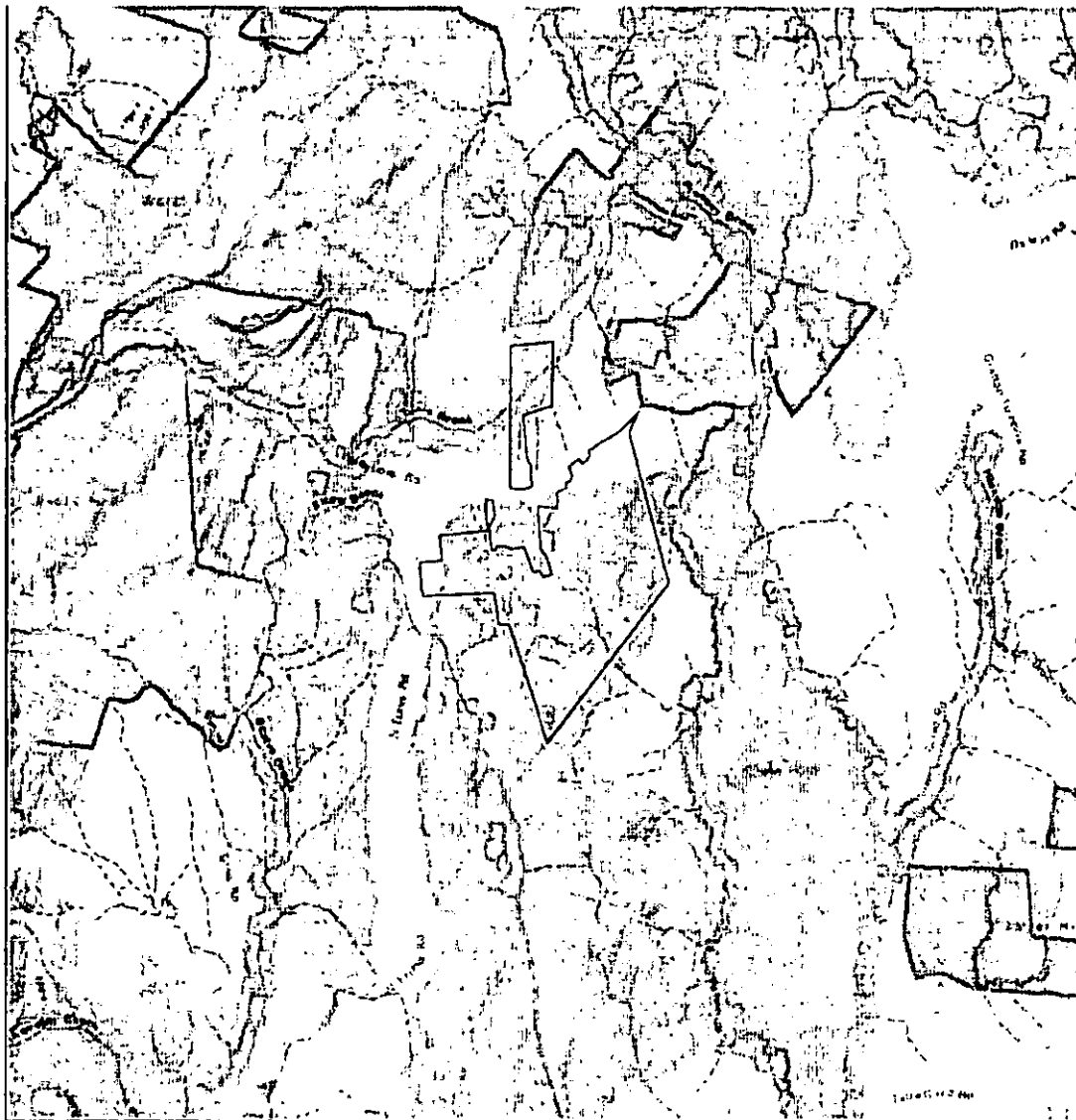
(Note: Each Committee member scores the projects and their scores are combined to create the total score.)

**Site Selection Committee List**

<b>Name</b>	<b>Agency/Organization</b>	<b>Title</b>	<b>Years of Experience</b>
Craig Rennie	NHDES, Land Resource Management Program	Land Resource Specialist	22
Pete Bowman	NH Dept. of Resources & Economic Development	Ecological Information Specialist	20
Michael Marchand	NH Fish and Game Department	Nongame and Endangered Species Coordinator	16
Stephen Walker	Office of Strategic Initiatives	CLSP Director	25
Nancy Rendall	NH Association of Natural Scientists	Wetland Scientist	36
Rick Van de Poll	NH Association of Conservation Commissions	Town of Sandwich	40
Brian Hotz	Society for the Protection of NH Forests	Vice President for Land Conservation	23

ATTACHMENT B

**Tunis District – Headwater & Wetland Protection Project**

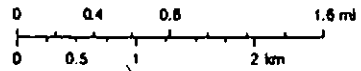


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- Tunis\_ARM-focus-parcels\_outline
- WAP 2015: Highest Ranked Wildlife Habitat
- Not Top Ranked
- Highest Ranked Habitat in NH
- Highest Ranked Habitat in Region
- Supporting Landscape

- Conservation and Public Lands**
- Permanent conservation land
  - Unofficial conservation land
  - Unprotected water supply land
  - Developed public land
  - Unknown



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Esri, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, © OpenStreetMap contributors, and the GIS User Community.