



The State of New Hampshire
Department of Environmental Services



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Robert R. Scott, Commissioner

December 14, 2018

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

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REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (DES) to **RETROACTIVELY** amend an Aquatic Resource Mitigation grant (PO #1056226) to the Upper Valley Land Trust, Hanover, NH (Vendor Code #155927) by extending the completion date to November 28, 2019, from November 28, 2017. No additional funding is involved in this time extension. The original agreement was approved by Governor and Executive Council on June 7, 2017, item #104. 100% Aquatic Resource Mitigation ("ARM") Funds.

EXPLANATION

We are requesting **RETROACTIVE** approval of this amendment to the agreement due to problems encountered with tracking this project. Upper Valley Land Trust ("UVLT") sent an extension request to staff who had left the program so the request was not addressed in a timely fashion. The expired agreement was recognized once the post construction monitoring report was submitted to the program coordinator. The tracking of future grants has been addressed by an improved database tracking system to make sure this problem will not happen again in the future. The requested time extension will provide the UVLT additional time to finalize site conditions and ensure the site is stable and functioning. A total of \$158,500 of the original award of \$168,500 has been spent on the land conservation effort and the remaining funds will be utilized to complete the site construction work and perform any remedial measures.

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 Lower Connecticut River watershed in April, 2016. The project proposed by the UVLT was recommended for funding by the ARM Fund Site Selection Committee to purchase 110 acres of forested property in Lebanon and place a permanent conservation easement on it. This project also included restoration work in a location near the Mascoma River.

Respectfully submitted,


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 ____ day of _____, 2018, 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 Council on June 7, 2017, 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;

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:

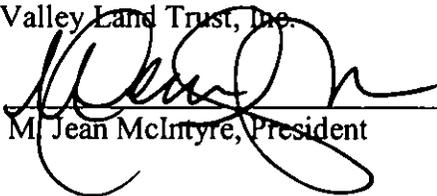
1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
 - (A) The Completion Date as set forth in sub-paragraph 1.7 of the Agreement shall be changed from November 28, 2017 to November 28, 2019.
2. Effective Date of Amendment: This Amendment shall take effect upon the 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 mlm
Date: 11/1/18

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 31st day of October, 2018, 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: Dec. 23, 2019

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By


Robert R. Scott, Commissioner

Approved by Attorney General this 21 day of December, 2018

OFFICE OF ATTORNEY GENERAL

By 
Grantee Initials ucl
Date: 11/1/18

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 *Ticknor Woodlands Addition project*;
3. That M. Jean 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 law on September 4, 2013, 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 7th day of November, 2018.

Christopher S. Nesbitt
Signature of Certifying Officer

Vice Chair
Title

STATE OF NEW HAMPSHIRE

County of Grafton

On this the 7th day of November 2018, before me Megan C Chapman
(Notary Public)

the undersigned officer, personally appeared Christopher Nesbitt who acknowledged himself to be the Vice Chair of the Upper Valley Land Trust 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.

Megan C Chapman
(Notary Public Signature)

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





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).

PRODUCER License # 0C36861 Chantilly-Alliant Ins Svc Inc. 4530 Walney Rd Ste 200 Chantilly, VA 20151-2285	CONTACT NAME: Anna Hill PHONE (A/C, No, Ext): (703) 397-0977 FAX (A/C, No): (703) 397-0995 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Federal Insurance Company	20281	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															
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 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"/> PROJECT <input type="checkbox"/> LOC 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/POP AGG \$ Included
A	<input type="checkbox"/> 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 DED RETENTION \$			7987-65-98	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ Aggregate \$ 3,000,000
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 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)

CERTIFICATE HOLDER

CANCELLATION

New Hampshire DES ARM Fund Attn : Lori Sommer P.O. Box 95 29 Hazen Drive Concord, NH 03302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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State of New Hampshire

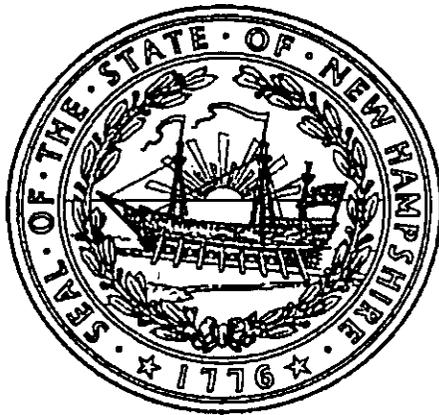
Department of State

CERTIFICATE

I, 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.

William M. Gardner
Secretary of State



The State of New Hampshire
Department of Environmental Services

Joni Sommer



Clark B. Freise, Assistant Commissioner

May 9, 2017

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

APPROVED G & C

DATE 6/7/17

ITEM # 104

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 \$168,500.00 for the purpose of acquiring land owned by Audra D. Smith and Lois Hull, effective upon G&C approval through November 28, 2017. 100% Aquatic Resource Mitigation Funds.

Funding is available in the account as follows:

03-44-44-442010-38710000-073-500581 FY'17
\$168,500

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, 2016. The UVLT application was received and on November 28, 2016, 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.

www.des.nh.gov

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • TDD Access: Relay NH 1-800-735-2964

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

Page 2

The UVLT will purchase 110 acres of forested property in Lebanon and place a permanent conservation easement on it. This project will protect 18.7 acres of wetlands, 1,300 linear feet of perennial stream, 855 feet of Mascoma River frontage, as well as an additional 2,400 linear feet of intermittent stream. The parcel lies north and adjacent to the 76+/- acre, permanently protected "Ticknor Woodland" property, owned by the City of Lebanon. The management plan for the property will incorporate relocating an existing trail and restoration activities to enhance a vernal pool on the property. Attachment B includes a map of the property.

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.


Clark B. Freise, Assistant Commissioner

PROJECT AGREEMENT

Between the
STATE OF NEW HAMPSHIRE, Department of Environmental Services
and the
Upper Valley Land Trust, Inc.

1. This Project Agreement (hereinafter "Agreement") is entered into by the State of New Hampshire, Department of Environmental Services, (hereinafter "DES"), and the Upper Valley Land Trust, Inc. (hereinafter "UVLT"), for the purpose of undertaking a project of mutual interest.
2. DES agrees to grant the UVLT the amount of \$168,500 for the purpose of acquiring land owned by Audra D. Smith and Lois Hull, a 110+/- acre parcel of land located on Dulac Street and Slayton Hill Road in the City of Lebanon, County of Grafton, State of New Hampshire, identified on the Lebanon tax records as Map 120 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, Env-Wt 100-800, and all other pertinent New Hampshire laws.
3. UVLT shall use their grant funding to acquire and place a "Conservation Easement" on the Property. UVLT shall also use a portion of their grant funding to engage in "Restoration Work" on the Property. The Restoration Work to be performed under the terms of this Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as part of this Agreement.
4. As Grantee of the Conservation Easement on the Property, 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 a Conservation Easement on the Property as soon as possible, time being of the essence. The project shall be completed within 12 months of notification of the award.
 - b. To utilize the funds herein provided by the State on New Hampshire, acting through DES, to defray in part the acquisition and associated transaction costs incurred in securing a Conservation Easement on the Property.
 - c. To limit the use of the Property as hereinafter defined to conservation purposes in perpetuity.
 - d. That the Property acquired through this project will be monitored on an annual basis in accordance with the *Standards and Practices* for stewardship of the Land Trust Alliance, to ensure that the terms of the Conservation Easement are being adhered to, and to ensure that no actions are occurring which could be detrimental to the conservation attributes of the Property. The UVLT agrees to submit a copy of the annual monitoring report to DES to document the actions taken.
 - e. UVLT agrees to place a sign, subject to its acceptability, at a prominent location on or near the Property. The sign, as 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 new sign provided by DES. The UVLT also agrees that where significant signage is placed at major access points, the ARM Fund program will be

Contractor Initials

Date

ARM
05-23-17

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 if the UVLT fails to complete the Property acquisition.

g. 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.

5. With respect to the Restoration Work, UVLT accepts and agrees to the following conditions:

a. That an amount of \$10,000 has been allocated from the above referenced \$168,500 for Restoration Work on the Property and is available for payment by the State of New Hampshire, acting through DES, for allowable Restoration Work costs incurred under this Agreement. DES will not reimburse UVLT for costs exceeding the amount specified in this paragraph.

b. That Restoration Work on the Property shall be initiated within the first year of the project, time being of the essence.

c. That UVLT shall monitor the Property on an annual basis for five (5) years post construction to ensure the success of the activities taken and to ensure that no actions are occurring which could be detrimental to the attributes of the Property. The UVLT agrees to submit a copy of the annual monitoring report to DES to document the property conditions and any remedial measures taken.

d. To return to DES ARM Fund Program restoration-related funds if the UVLT fails to complete the Restoration Work and meet monitoring performance standards.

EXHIBIT A
SCOPE OF SERVICES FOR RESTORATION WORK

A. **Project Title:** Ticknor Woodland Restoration Work

B. **Project Period:** From date of the Agreement to the sixth year anniversary of this Agreement [approximately June 2017 – June 2023]

C. **Objectives:** To complete a vernal pool enhancement and relocate a trail out of the vernal pool.

UVLT shall coordinate restoration activities and monitoring on the Property in accordance with an approved Stewardship Management Plan ("UVLT Stewardship Plan & Preliminary Management Plan"), including a locus map and plan view drawing to be provided to DES for prior review and approval by DES and the Corps of Engineers. .

D. **Scope of Work:**

1. **Wetland Permit:** obtain DES minimal impact permit and appropriate Corps of Engineers permit for site work.
2. **Mobilization:** - Transport equipment to site, set up silt fencing and sediment basins.
3. **Clearing and Grubbing:** Remove wood pallets and debris, dispose of in landfill; Clear vegetation in 0.5-acre area with excavator-mounted brush mower; Grub roots and topsoil

Contractor Initials ADU
Date 05-23-17

- in new trail and depression area.
4. **Trail Relocation & Vernal Depression:** construct 250± linear feet of new trail, using on-site sandy material; build up trail 1 foot for low berm; construct water bar/stone ford at low point; excavate existing vernal depression, place silt layer; create swale to direct slope drainage coming from a ditch associated with an upslope woods road to the vernal depression; spread topsoil, seed and mulch all disturbed area.
 5. **Monitoring:** Monitor site for 5 years after construction and submit reports to DES by December 15 of each year; make minor repairs to restoration areas as directed by DES, if necessary.

E. Deliverable Schedule:

1. **Wetland Permit:** June-August 2017
2. **Mobilization:** Fall 2017
3. **Clearing and Grubbing:** Fall 2017
4. **Trail Relocation & Vernal Depression:** Fall 2017
5. **Monitoring:** June 2018 through June 2022.

EXHIBIT B
BUDGET & PAYMENT METHOD

Conservation Easement Component:

UVLT may submit requests for payment for Conservation Easement-related funds following the signing of the Agreement by Governor and Council. Upon receipt and approval by DES of the invoices, DES shall issue payment to UVLT in accordance with the following:

	Budget	Payment Method
• For Purchase of Property	\$ 125,000.00	* to be made available for closing <i>[with appraisal]</i>
• USPAP Appraisal	\$ 1,000.00	* pre-closing with invoice
• Property Survey	\$ 2,500.00	* pre-closing with invoice
• Title/Legal/Closing Fees	\$ 5,500.00	* post-closing with invoices
• Baseline Documentation, Environmental Assessment, & Stewardship Management Plan	\$ 7,500.00	* post-closing with invoice <i>[with copy of signed Baseline Documentation Report]</i>
• Easement Drafting, Negotiation, & Project Management	\$ 7,000.00	* post-closing with invoice <i>[with copy of recorded Conservation Easement]</i>
Stewardship Fund	\$ 10,000.00	* post-closing with invoice

Contractor Initials MDM
Date 05-23-17

Restoration Work Component:

- Restoration Work **\$ 10,000.00** * following a compliance inspection and verification of completion of tasks by DES

TOTAL DES ARM FUNDS \$ 168,500.00

Total amount to be authorized following approval by the Governor and Executive Council: \$ 168,500.00

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 MSM
Date 05.28.17

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

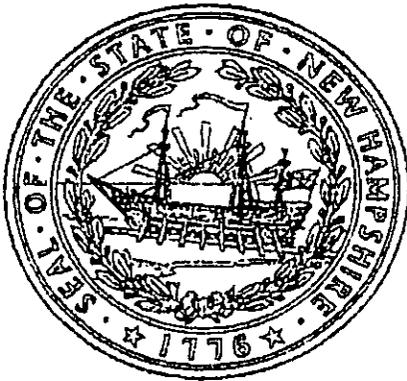


State of New Hampshire
Department of State

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



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of February A.D. 2017.

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

William M. Gardner
Secretary of State



UPPEVAL-03

AHILL

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 2/6/2017

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.

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PRODUCER License # 0C36861 Chantilly-Alliant Ins Svc Inc. 4530 Walney Rd Ste 200 Chantilly, VA 20151-2285	CONTACT NAME: Anna Hill PHONE (A/C, No, Ext): (703) 397-0977 FAX (A/C, No): (703) 397-0995 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td style="width: 80%;">INSURER A: Federal Insurance Company</td> <td colspan="2" style="text-align: center;">20281</td> </tr> <tr> <td>INSURER B:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER C:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER D:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER E:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER F:</td> <td colspan="2"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Federal Insurance Company	20281		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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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 SUBR INSD	WVO	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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			35925496	10/01/2016	10/01/2017	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 - COMP/OP AGG \$ Included
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			(16)7355-84-89	10/01/2016	10/01/2016	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 DED RETENTION \$			7987-65-98	10/01/2016	10/01/2017	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	71742111	10/01/2016	10/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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)

CERTIFICATE HOLDER

CANCELLATION

 New Hampshire DES ARM Fund
 Attn : Lori Sommer
 P.O. Box 95
 29 Hazen Drive
 Concord, NH 03302

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

**Attachment A
2016 Aquatic Resource Mitigation Fund Grants**

Applications and Funding Amounts

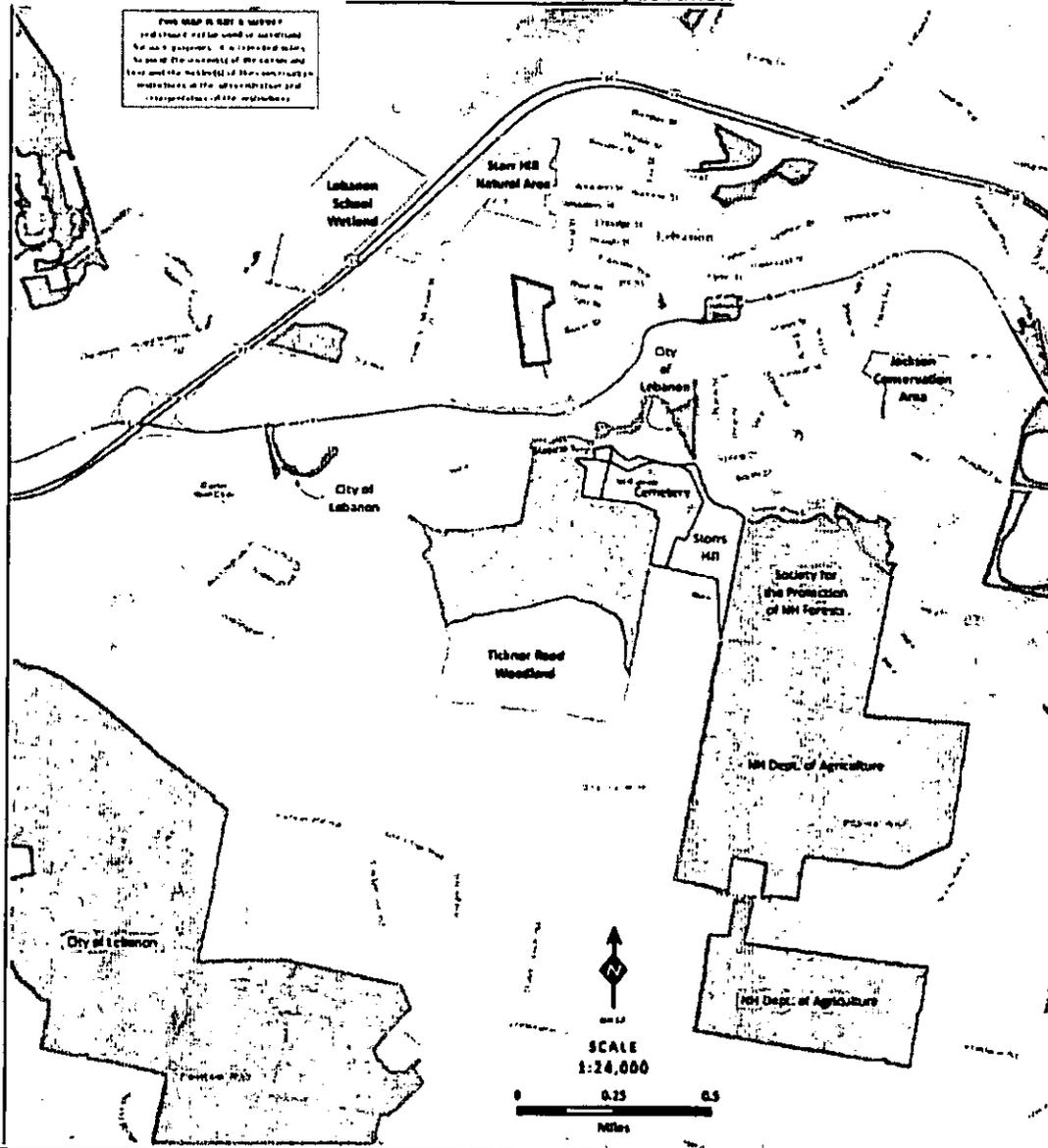
Grant Applicant	Location/Town	Requested Funding Amount	Score	Approved for Funding
Upper Valley Land Trust	Lebanon	\$168,500	53	Yes - \$168,500
Monadnock Conservancy	Fitzwilliam	\$105,000	50	Yes - \$105,000
Monadnock Conservancy	Jaffrey & Rindge	\$191,410	39	No

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

Site Selection Committee List

Name	Agency/Organization	Title	Years of Experience
Craig Rennie	NHDES, Land Resource Management Program	Land Resource Specialist	21
Amy Lamb	NH Dept. of Resources & Economic Development	Ecological Information Specialist	2
Nancy Rendall	NH Association of Natural Resource Scientists	Charter Member	31
Michael Marchand	NH Fish and Game Department	Senior Biologist	15
Tracey Boisvert	Office of Energy and Planning	CLSP Director	25
Peter Steckler	The Nature Conservancy	Director Freshwater Science & Conservation	15
Rick Vande Poll	New Hampshire Association of Conservation Commissions	Town of Sandwich	34
Brian Hotz	Society for the Protection of NH Forests	Vice President for Land Conservation	23

Attachment B
Ticknor Woods Addition, Lebanon



- Ticknor Woodlands Addition Property
 - UVLT Conservation Easement
 - Other Conserved / Public Lands *
 - Other Public Lands (City of Lebanon)
- * Identified by Primary Protecting Agency/Organization

Data Sources: The Subject Property configuration is based on a subdivision plan by Moldan Engineering & Surveying, Inc. from November 2011. Public and Conserved Lands obtained from NH GRANIT and UVLT. Topographic map background from National Geographic Society, ArcGIS map service (2013). Map Coordinate System: NH SPCS, NAD 83, ft; ArcMap File: TicknorWoodsAddition_topo.mxd; Aug2016.mxd; Map date: August 2016

