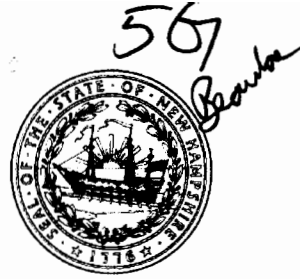




The State of New Hampshire
Department of Environmental Services

Clark B. Freise, Assistant Commissioner



May 31, 2017

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 a grant (PO #1049804) to the Upper Valley Land Trust, Inc. (hereinafter "UFLT"), Hanover, NH (Vendor Code #155927) by extending the completion date to December 31, 2018 from July 1, 2017. No additional funding is involved in this time extension. The original grant agreement was approved by the Governor and Council on March 23, 2016, item #61. 100% Aquatic Resource Mitigation ("ARM") Funds.

EXPLANATION

The grant with the UFLT provides ARM funds to purchase the Smith Pond/Shaker Forest property in Enfield. The grant presently expires on July 1, 2017. This proposed grant extension is requested to extend the grant to December 31, 2018. Due to the complexities of the transaction and need to complete fundraising, the extension is needed to complete the property acquisition.

UFLT will utilize its ARM funds to purchase a 1,030 acre property that includes the 68 acre remote Smith Pond as well as intermittent and perennial streams. Intact forested buffers cover at least 370 acres of the property to provide protection of the wetland functions and stream features. The additional two years will allow the grantee to complete the land transaction.

This amendment 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

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

This Agreement (hereinafter called the "Amendment") dated this 25th day of May, 2017, 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 Director, Jeanie McIntyre (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council on March 23, 2016, 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;

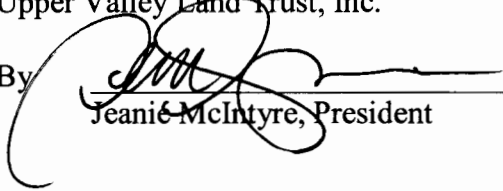
NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement, and set forth herein, the parties hereto do hereby agree as follows:

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 July 1, 2017 to December 31, 2018.
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 JM
Date: 5-31-17

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 
Jeanie McIntyre, President

STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON

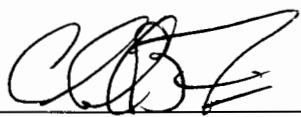
On this the 31st day of May, 2017, before the undersigned officer, personally appeared Jeanie McIntyre who acknowledged him/herself to be the person who executed the foregoing instrument for the purpose therein contained.

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


Margaret Merrens, Notary Public/Commissioner of Deeds

My Commission Expires:
12/23/2019

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

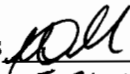
By 
Clark B. Freise, Assistant Commissioner



Approved by Attorney General this 5th day of June, 2017

OFFICE OF ATTORNEY GENERAL

By 

Grantee Initials 
Date: 5-31-17

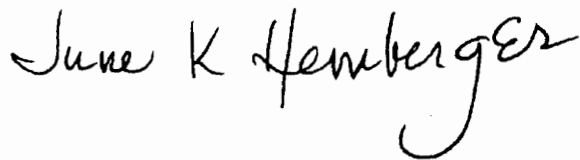
Resolution to Assign Signature Authority

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.

A handwritten signature in cursive script that reads "June K Hemberger". The signature is written in black ink and is positioned above the printed name of the signatory.

June Hemberger, Secretary

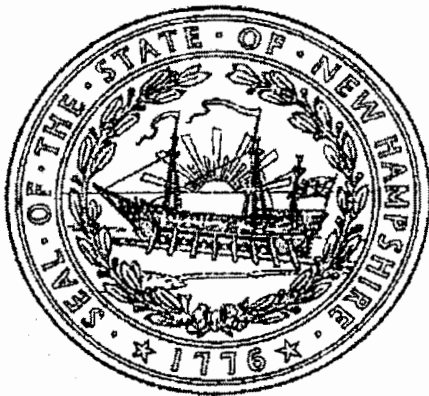
State of New Hampshire

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



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Joni Sommer



Thomas S. Burack, Commissioner

February 26, 2016

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

APPROVED G & C

DATE 3/23/16
ITEM # 61

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 \$362,385.00 to contribute to the acquisition of 995 acres of land known as the Smith Pond/Shaker Forest in Enfield, NH, effective upon G&C approval through July 1, 2017. 100% Aquatic Resource Mitigation Funds.

Funding is available in the account as follows:

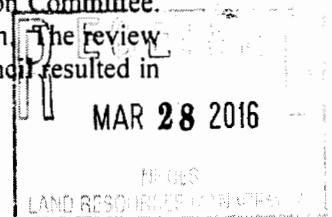
03-44-44-442010-38710000-073-500581 FY'16 \$362,385.00
Dept. Environmental Services, In-Lieu Wetland Mitigation, Grants – Non - Federal

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 mitigation option, referred to as the *in-lieu fee program*, 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, 2015. Two applications were received and on October 29, 2015, DES announced the decision to fund the UVLT project in the Lower Connecticut River Watershed. The project proposed by 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 U.S. Army Corps of Engineers and the New Hampshire Wetland Council resulted in full support of the recommendations.



Her Excellency, Governor Margaret Wood Hassan
And the Honorable Council
Page 2 of 2

The Upper Valley Land Trust will use the funds for the purchase of the Smith Pond/Shaker Forest property in Enfield. The property contains 114.5 acres of wetlands, 16,900 feet of perennial stream and 13,100 feet of intermittent streams representing almost 6 miles of stream habitat. The remote 68 acre Smith Pond is the stunning wetland centerpiece of the property, and it is surrounded by other high quality wetlands and mature forest. Intact forested buffers will cover at least 370 acres of the property and should provide the highest quality context for all of the wetlands and streams, particularly as natural levels of coarse woody debris are added to the various ecosystems. Restoration opportunities exist in areas impacted by previous logging operations. 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.


Thomas S. Burack, Commissioner

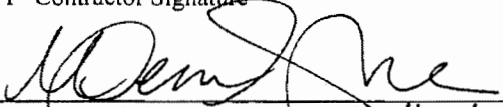
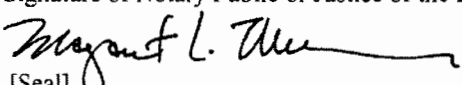
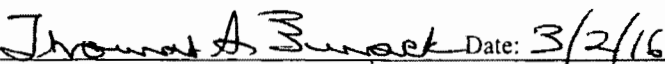
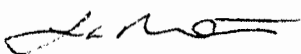
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. 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 July 1, 2017	1.8 Price Limitation \$362,385.00
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 Jeanie McIntyre, President	
1.13 Acknowledgement: State of New Hampshire County of Grafton On <u>Feb. 22, 2016</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 he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Margaret L. Mervens, Commissioner of Deeds			
1.14 State Agency Signature  Date: <u>3/2/16</u>		1.15 Name and Title of State Agency Signatory Thomas S Burack, 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>3-3-2016</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. the amount of \$362,385 for the purpose of acquiring land owned by the Paul and Melody Cavicchi Revocable Trust, a 995 acre parcel of land located on Smith Pond Road and 995 Route 4A in the Town of Enfield, County of Grafton, State of New Hampshire, identified on the Town of Enfield tax records as Map 7 Lots 5, 5A, and 5B and Map 3 Lot 10 (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 Upper Valley Land Trust shall use their grant funds to help the organization purchase the Fee Interest in the Property.

3. As Grantee of the Fee Interest in the Property, the Upper Valley Land Trust accepts the following conditions or restrictions:

a. Prior to disbursement of funds by the State of New Hampshire under this grant, Upper Valley Land Trust, Inc. shall take fee title to the Property by Warranty Deed from Paul J. Cavicchi and Melody M. Cavicchi as Co-Trustees of The Paul & Melody Cavicchi Revocable Trust.

b. To utilize the funds herein provided by the State of New Hampshire, acting through DES, for the first installment payment to purchase the Property, time being of the essence.

c. To protect the conservation interests of the State of New Hampshire, derived through grants from ARM and the Land & Community Investment Program (LCHIP) to support the Property's acquisition, by conveying the appropriate legal interest to the State of New Hampshire, acting through LCHIP, at the time that Upper Valley Land Trust receives the grant funds from LCHIP that will provide additional support for the acquisition of the Property.

d. While the ARM funds of the State of New Hampshire are not being allocated to the wetland restoration work on the Property, the Upper Valley Land Trust committed to that work as part of its grant application and agrees to use its best efforts to complete that work within 12 months of the notification of the award, but in no case later than July 1, 2017, provided the contracted cost is similar to the cost estimate received when the grant was prepared.

e. To limit the use of the Property as hereinafter defined to conservation purposes in perpetuity.

f. That the Property will be stewarded and monitored on an annual basis in accordance with the Land Trust Alliance's Standards and Practices for stewardship. The Upper Valley Land Trust agrees to submit a report of those activities annually to DES to document the actions taken.

g. The Upper Valley Land Trust agrees to place a sign, subject to its approval, to be provided by DES, at a prominent location on or near the Property. At a minimum, the sign shall contain the DES logo and the following statement: "This Smith Pond Shaker Forest Property has been protected with assistance from the New Hampshire Aquatic Resource Mitigation Fund." Should the DES sign be damaged or destroyed, the Upper Valley Land Trust agrees to work with the Department to repair or replace it with identical signage and to share any costs associated with that repair or replacement to the extent reasonably practicable. The Upper Valley Land Trust 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 and long-term protection of the Property.

h. 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.

i. To return to DES ARM Fund Program any funds if the Upper Valley Land Trust fails to complete the Property acquisition.

Contractor Initials

Date

MDM
7/22/16

j. That all public access provided for will be in accordance with all federal and state policies of non-discrimination in public accommodation.

4. The State of New Hampshire, acting through DES, acknowledges that Upper Valley Land Trust did not receive fully funded grant requests through the ARM Fund Program, that the Property provides massive leverage of wetland values beyond the losses represented by the ARM Fund grant, and that Upper Valley Land Trust has taken on significant risk to purchase the Property for conservation purposes without full funding in hand. Therefore, the State of New Hampshire, acting through DES, agrees that the Upper Valley Land Trust may receive additional direct dedicated mitigation funds from projects within the Lower Connecticut River watershed, under the DES Wetland Mitigation Program, to help cover more of the Property's acquisition costs. There will be no additional grant funding provided by the ARM Fund itself.

EXHIBIT B

BUDGET & PAYMENT METHOD

Portion of Property Acquisition value	\$362,385.00
TOTAL DES ARM FUNDS	\$362,385.00
<u>Total amount to be authorized following approval by the Governor and Executive Council:</u>	<u>\$362,385.00.</u>

Payments shall be made by DES to the LRCT upon approval of stated outputs and verification of the value of completed work through submittal of invoices for services rendered. DES will pay the LRCT 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
Date

MS
2/22/16

CERTIFICATE of AUTHORITY

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

- 1. I am the duly elected Chairman of the Board of Trustees;
- 2. The Upper Valley Land Trust has agreed to accept funds and to enter into a contracts with the New Hampshire Department of Environmental Services and/or with the New Hampshire Land & Community Heritage Investment Program for the *Smith Pond Forest Project* and *Mason Pond 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; 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 Chair of the Upper Valley Land Trust on this date 16th day of February 2016.

Chris S Nesbitt
Signature of Certifying Officer

Chair, Board of Trustees
Title

STATE OF NEW HAMPSHIRE

County of Grafton

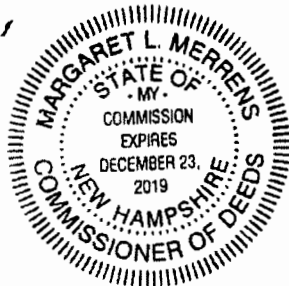
On this the 19th day of February 2016, before me Margaret L. Merrens
(Notary Public) Commissioner of Deeds

the undersigned officer, personally appeared Christopher S. Nesbitt who acknowledged himself to be the 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.

Margaret L. Merrens
(Notary Public Signature)
Commissioner of Deeds

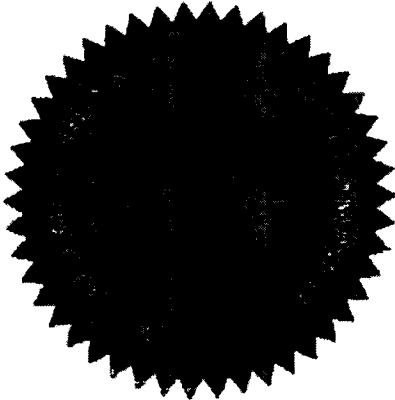
Commission Expiration Date:
(Seal)



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 formed October 8, 1985. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of February A.D. 2016

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

William M. Gardner
Secretary of State



UPPEVAL-03

AHILL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/27/2016

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

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

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:

INSURED

Upper Valley Land Trust
19 Buck Rd
Hanover, NH 03755

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

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	ADDRESS INSD YWVD	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		35925496	10/01/2015	10/01/2016	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		73558489	10/01/2015	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		79876598	10/01/2015	10/01/2016	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	10/01/2015	10/01/2016	<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

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**ATTACHMENT A
2015 Aquatic Resource Mitigation Fund Grants**

Applications and Funding Amounts

Grant Applicant	Location/Town	Funding Amount	Score
Upper Valley Land Trust	Enfield	\$362,385	64
The Nature Conservancy & Monadnock Conservancy	Swanzey	\$147,615	76

(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	19
Peter Bowman	NH Dept. of Resources & Economic Development	Wildlife Biologist	17
Nancy Rendall	NH Association of Natural Resource Scientists	Charter Member	33
Michael Marchand	NH Fish and Game Department	Senior Biologist	12
Tracey Boisvert	The Office of Energy and Planning	Conservation Land Stewardship Program	25
Rick Vande Poll	New Hampshire Association of Conservation Commissions	Town of Sandwich	37
Brian Hotz	Society for the Protection of NH Forests	Vice President for Land Conservation	22

