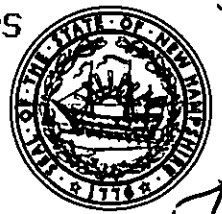




The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



50

September 27, 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 award an Aquatic Resource Mitigation (ARM) Fund grant to The Nature Conservancy, Concord, NH (Vendor Code #177785-B001) in the amount of \$50,000 to acquire a 30-acre parcel located in the heart of the Crommet Creek Conservation Area in Durham, effective upon Governor and Council approval through June 30, 2020. 100% ARM Funds.

Funding is available in the following account.

	<u>FY'20</u>
03-44-44-442010-38710000-073-500581	\$50,000
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 Salmon Falls-Piscataqua River watershed in April, 2018. The Nature Conservancy application was received and on November 28, 2018, DES announced the decision to fund The Nature Conservancy project in the Salmon Falls – Piscataqua River watershed. The project proposed by The Nature Conservancy 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

Page 2

The project will protect significant aquatic resources including 12.36 acres of Appalachian rich swamp wetlands, one vernal pool, and a forested upland buffer. The parcel is an important wildlife habitat area, with the entire property ranked as Tier 1 by the Wildlife Action Plan and is recognized as an important Blanding's turtle area by the New Hampshire Fish and Game Department. The tract provides critical connections between conserved lands and abuts the 282-acre Lubberland Creek Preserve and is surrounded by over 2,100 acres of other conservation land — the largest block of natural lands in the Great Bay watershed and NH's North Atlantic Ecoregion. The 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.



Robert R. Scott, Commissioner

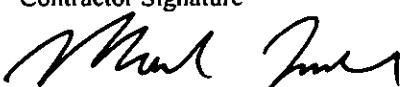
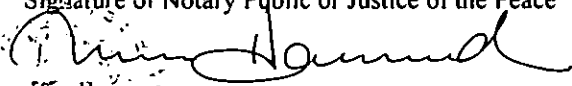
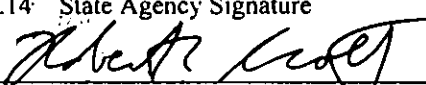
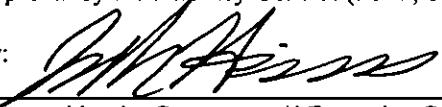
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

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 The Nature Conservancy		1.4 Contractor Address 22 Bridge St., 4th Floor, Concord, NH 03301	
1.5 Contractor Phone Number 603-224-5853	1.6 Account Number 03-44-44-442010-38710000-073-500581	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$50,000.00
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 Mark Zankel, State Director	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Hillsborough</u> On <u>JULY 31, 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  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace THERESE HAMMOND DIR OF OPERATIONS			
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>10/8/2019</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 Nature Conservancy ("TNC") the amount of \$50,000.00 for the purpose of acquiring land owned by George Walker and the Walker Family Trust. The property is a 24.5-acre parcel of land located on Dame Road in the Town of Durham, County of Strafford, State of New Hampshire, identified on the Durham tax records as Map 19 Block 6 Lot 3 (hereinafter the "Property"). The property was acquired by The Nature Conservancy on April 4, 2019. The conveyance of a conservation easement is underway. 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. TNC shall use their grant funds to acquire the fee interest in the property.

3. As owner of the Property and Grantor of the Conservation Easement on the Property, TNC 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 conveyance of a conservation easement 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 costs incurred in securing the Property for conservation purposes.

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. TNC agrees to submit a copy of the annual monitoring report to DES to document the actions taken.

e. TNC agrees to place a sign, subject to its acceptability to TNC, at a prominent location on or near the Property. The sign should 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, TNC 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. TNC 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 TNC fails to complete the Property acquisition.

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

Contractor Initials *mt*
Date 7/31/19

EXHIBIT B
BUDGET & PAYMENT METHOD

	Budget	Payment Method
Purchase of the Property	\$50,000.00	Upon completion
TOTAL DES ARM FUNDS	\$50,000.00	
<u>Total amount to be authorized following approval by the Governor and Executive Council:</u>	<u>\$50,000.00.</u>	

Payments shall be made by DES to TNC upon approval of stated outputs and verification of the value of completed work through submittal of invoices for services rendered. DES will pay TNC 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 MS
Date 7/31/19

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 Nature Conservancy ("TNC") the amount of \$50,000.00 for the purpose of acquiring land owned by George Walker and the Walker Family Trust. The property is a 24.5-acre parcel of land located on Dame Road in the Town of Durham, County of Strafford, State of New Hampshire, identified on the Durham tax records as Map 19 Block 6 Lot 3 (hereinafter the "Property"). The property was acquired by The Nature Conservancy on April 4, 2019. The conveyance of a conservation easement by TNC to the State of New Hampshire through their Department of Fish and Game (the "Conservation Easement") is underway. 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. TNC shall apply the grant funds toward the purchase of the fee interest in the Property.

3. As owner of the Property and Grantor of the Conservation Easement to NH Fish and Game, TNC 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 conveyance of the Conservation Easement 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 costs incurred in securing the Property for conservation purposes.

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 by TNC 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. TNC agrees to submit a copy of the annual monitoring report to DES to document the actions taken.

e. TNC agrees to place a sign, subject to its acceptability to TNC, at a prominent location on or near the Property. The sign should 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, TNC 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. TNC 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 the Property and/or the Conservation Easement;

Contractor Initials M-2
Date 7/31/19

g. To return to DES ARM Fund Program any funds if TNC fails to complete the conveyance of the Conservation Easement;

h. That all public access provided in the terms of the Conservation Easement 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 the Property	\$50,000.00	Upon completion
TOTAL DES ARM FUNDS	\$50,000.00	
<u>Total amount to be authorized following approval by the Governor and Executive Council:</u>	<u>\$50,000.00.</u>	

Payments shall be made by DES to TNC upon approval of stated outputs and verification of the value of completed work through submittal of invoices for services rendered. DES will pay TNC 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 *LS*
Date 7/31/19

CERTIFICATE of AUTHORITY


I, Katherine Turner, Assistant Secretary of The Nature Conservancy, do hereby certify that:

1. I am a duly appointed, Assistant Secretary of The Nature Conservancy;
2. The Nature Conservancy has agreed to accept \$50,000 in funds and to enter into a contract with the State of New Hampshire Department of Environmental Services;
3. The Nature Conservancy has further authorized the Executive Director of The Nature Conservancy's New Hampshire Chapter to execute any documents which may be necessary for this contract;
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; and
5. The following person has been appointed to and now occupies the office indicated in (3) above:

Mark Zankel
Authorized to Sign

Executive Director- NH Chapter
Title

IN WITNESS WHEREOF, I have hereunto set my hand as an Assistant Secretary of The Nature Conservancy on this 10th day of July, 2019.



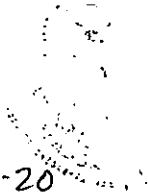
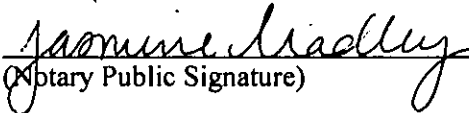
Katherine Turner

Assistant Secretary

Title

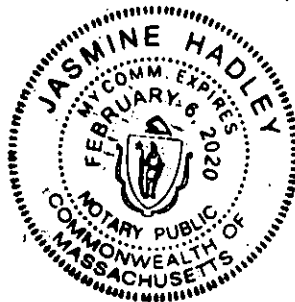
**STATE OF MASSACHUSETTS
COUNTY OF SUFFOLK**

On this the 10th day of July, 2019, before me, the undersigned Notary Public, personally appeared, Katherine Turner, as Assistant Secretary for The Nature Conservancy, a nonprofit corporation, and personally known to me, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose.

(Notary Public Signature)

Commission Expiration Date: 2-6-20
(Seal)



State of New Hampshire

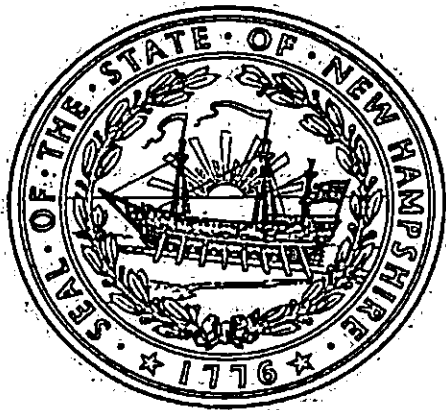
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE NATURE CONSERVANCY is a District Of Columbia Nonprofit Corporation registered to transact business in New Hampshire on January 09, 1984. 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: 75056

Certificate Number : 0004559332

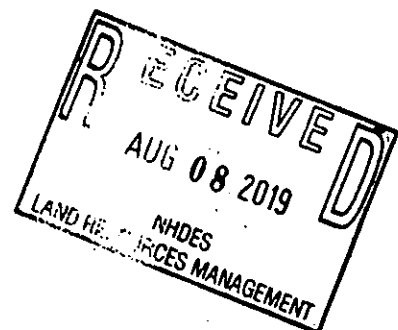


IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of August A.D. 2019.

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

William M. Gardner
Secretary of State





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/21/2019

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. 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: Kelly Mitchum PHONE (A/C, No, Ext): E-MAIL ADDRESS: KMitchum@alliant.com FAX (A/C, No):	
INSURED The Nature Conservancy Attn: John Dwellley 4245 North Fairfax Dr - #100 Arlington, VA 22203-1606		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Great Northern Insurance Company	
		INSURER B: Federal Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	

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 INSP	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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			35353977	07/01/2019	07/01/2020	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 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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			73246135	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			79729278	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Richards Grant Land Acquisition/Restoration. DES Wetlands Bureau is included as Additional Insured under the General Liability as their interests may appear with regards to the above referenced.

CERTIFICATE HOLDER DES Wetlands Bureau Attn Lori Sommer 29 Hazen Drive Concord, NH 03301	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 
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ATTACHMENT A
2018 Aquatic Resource Mitigation Fund Grants
Applications and Funding Amounts

Grant Applicant	Location/ Town	Funds Requested	Score	Approved for Funding
Southeast Land Trust of NH	New Durham	\$350,000	65	Yes -\$190,370 from Salmon Falls – Piscataqua and \$17,500 from Pemi-Winni Service Areas
Southeast Land Trust of NH	Epping	\$200,000	50	Yes – full funding
The Nature Conservancy	Durham	\$100,000	44	Yes – full funding
Town of Durham	Durham	\$295,350	44	Yes - \$250,000
The Nature Conservancy	Durham	\$100,000	62	Yes - \$50,000
Town of Newmarket	Newmarket	\$200,000	57	Yes – full funding
Southeast Land Trust of NH	Epping	\$158,000	59	Yes – full funding
Southeast Land Trust of NH	Fremont	\$122,130	50	Yes – full funding
Town of Rye	Rye	\$75,000	38	No
University of New Hampshire	Dover	\$276,968	30	No
University of New Hampshire	Portsmouth	\$274,757	28	No
Town of Hampton	Hampton	\$88,000	34	No
Rockingham County Conservation District	Rye	\$34,270	40	No

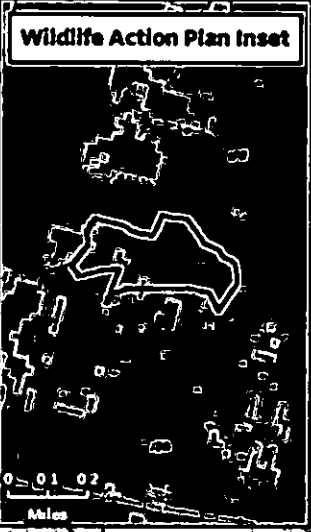
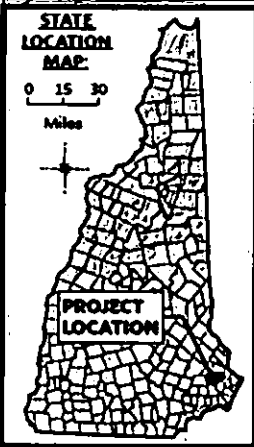
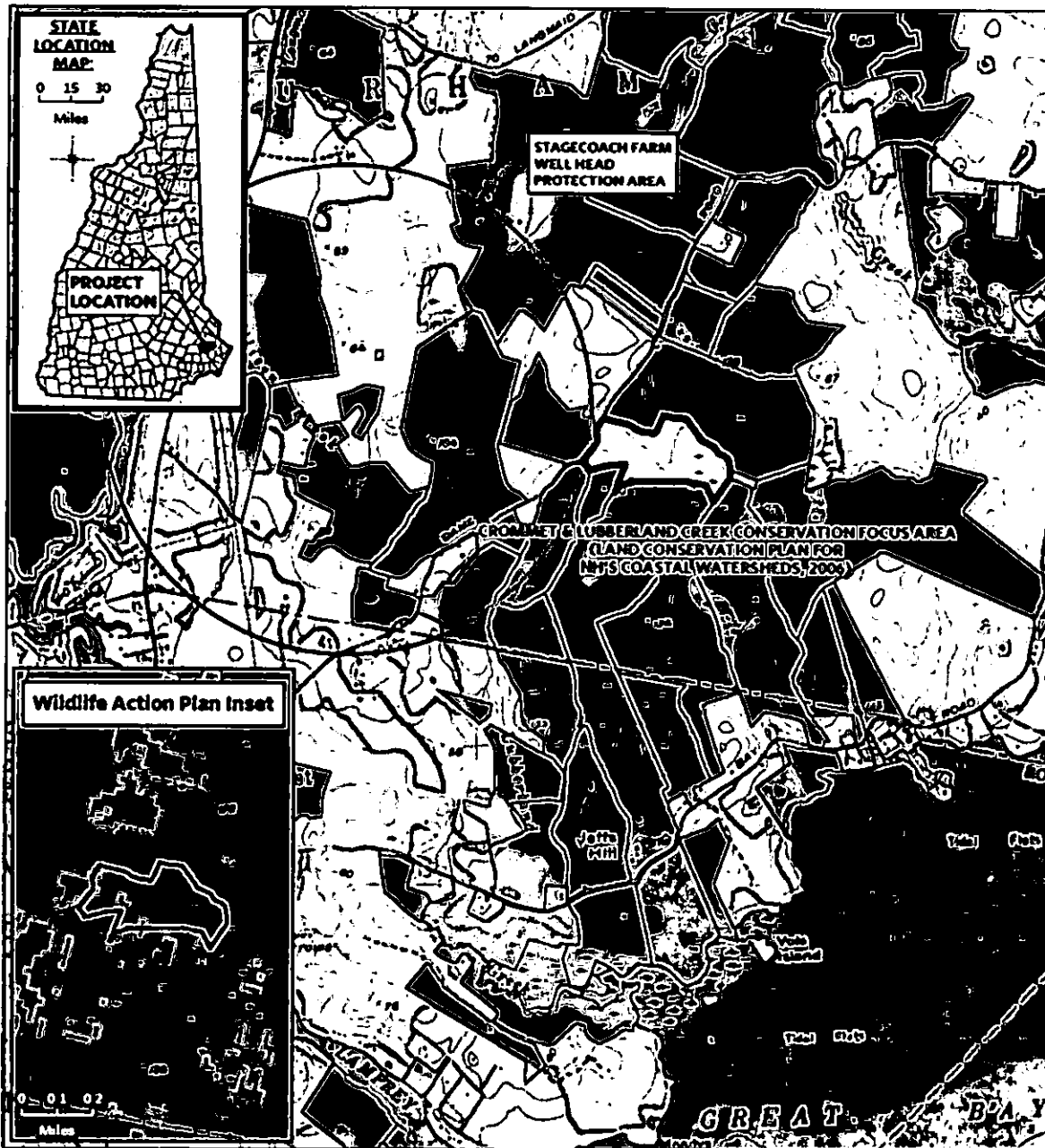
(Note: Each Committee member scores the projects and their scores are combined to create the total score.)

Site Selection Committee List

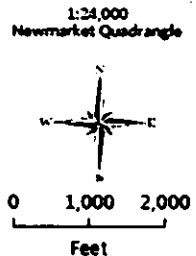
Name	Agency/Organization	Title	Years of Experience
Craig Rennie	NHDES, Land Resource Management Program	Land Resource Specialist	22
Pete Bowman	NH Dept. of Resources & Economic Development	Ecological Information Specialist	20
Michael Marchand	NH Fish and Game Department	Nongame & Endangered Species Coordinator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

ATTACHMENT B

Lubberland Creek Acquisition/Durham



- Legend**
- Lubberland Creek Acquisition
 - Conservation/Public Land
 - Wellhead Protection Area
 - NH Wildlife Action Plan**
 - Tier 1
 - Tier 2
 - Tier 3



Lubberland Creek Acquisition
NH DES 2018 Aquatic Resource Mitigation Fund Proposal

Appendix C: Proximity Map

Durham,
New Hampshire

Created August 28, 2018 by
The Nature Conservancy
New Hampshire
Data Source: FMC & NH GRANIT