



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

APR 12 2016

April 12, 2016

Her Excellency, Governor Margaret Wood Hassan
 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 (hereinafter "TNC"), Concord, NH (Vendor Code #177785B002) in the amount of \$190,500.00 to restore five acres of oyster reef in the Great Bay Estuary, effective upon G&C approval through December 31, 2021. 100% Aquatic Resource Mitigation Funds.

Funding is available in the account as follows:

| | |
|--|--------------|
| | <u>FY'16</u> |
| 03-44-44-442010-38710000-073-500581 | \$190,500.00 |
| 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 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, 2015. Six applications were received and on October 29, 2015, DES announced the decision to fund TNC project in the Salmon Falls-Piscataqua River Watershed. The project proposed by TNC 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.

The Nature Conservancy proposes to restore five acres of oyster reef to improve water quality in the Great Bay Estuary. Secondary goals and benefits will restore fish and aquatic habitat, ecological integrity, and wetland dependent wildlife habitat. The restoration will take place at one of two locations under consideration and to be determined by NHDES, with input from the U.S. Army Corps of Engineers, following the outcome of the permitting process. In fall 2016, UNH will conduct a post-construction underwater video assessment to verify surf-clam coverage across the new reef. A fixed-area benthic sampler will also be used to retrieve surf-clam and spat-on-shell to estimate annual natural recruitment and initial density of live oysters for the reef. Each fall for the next five consecutive years (2017-2021), UNH will use the benthic sampler for retrieval of reef material to determine annual recruitment rates and live density estimates. Attachment B includes a map of the two proposed restoration locations.

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.


for Thomas S. Burack, Commissioner

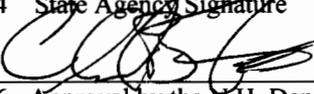
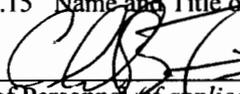
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

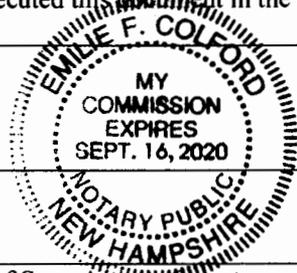
AGREEMENT

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 The Nature Conservancy | | 1.4 Contractor Address 22 Bridge Street, 4 th 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 December 31, 2021 | 1.8 Price Limitation \$190,500.00 |
| 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 Zannel, State Director | |
| 1.13 Acknowledgement: State of <i>N.H.</i> , County of <i>Merrimack</i> On <i>3/29/2016</i> , 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 <i>Emile F. Colford</i> | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory  Clark Freise, Asst. 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: <i>June Sr. Asst. Attorney</i> On: <i>4/19/2016</i> | | | |
| 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.

PROJECT AGREEMENT

Between the
STATE OF NEW HAMPSHIRE, **Department of Environmental Services**
and
The Nature Conservancy

1. This Project Agreement (hereinafter "Agreement") is entered into by the State of New Hampshire, Department of Environmental Services, (hereinafter "DES"), and The Nature Conservancy hereinafter "TNC"), for the purpose of undertaking a project of mutual interest.
2. This Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Agreement ("Effective date") and shall end on December 31, 2021. If the provision of services by TNC precedes the Effective date, all services performed by TNC shall be performed at the sole risk of TNC and in the event this Agreement does not become effective, DES shall be under no obligation to pay TNC for costs incurred or services performed; however, if this Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be included under the terms of this Agreement.
3. The 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. The Property involved in the project will be monitored on an annual basis for five 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. TNC agrees to submit a copy of the annual monitoring report to DES to document the property conditions and any remedial measures taken.
5. Total funds in the amount of \$190,500 have been allocated and are available for payment of allowable costs incurred under this Agreement. DES will not reimburse TNC for costs exceeding the amount specified in this paragraph.

EXHIBIT A **SCOPE OF SERVICES**

- A. Project Title: Oyster Reef Restoration in Great Bay Estuary (hereinafter "GBE")
- B. Project Period: April 2016 – December 31, 2021
- C. Objectives: The primary goal of the oyster reef restoration project is to improve water quality in the GBE by retaining nutrients and trapping sediments. Secondary goals and benefits will restore fish and aquatic habitat, ecological integrity, and wetland dependent wildlife habitat.
- D. Scope of Work: To restore five acres of oyster reef in the Great Bay Estuary at one of two locations under consideration and to be determined by NHDES, with input from the U.S. Army Corps of Engineers, following the outcome of the permitting process. The two locations under consideration are as follows: 1) an area located adjacent to existing restoration areas in the GBE in the Town of Greenland, with restoration to create a contiguous twelve-acre reef block; and 2) an area located in the vicinity of Nannie Island in the Town of Newington, with restoration to constitute the beginning of a larger 30 acre reef restoration. The final selection of the restoration location will be made by NHDES and communicated to The Nature Conservancy prior to the commencement of restoration work. Reefs will be restored by placing a total of 500 cubic yards of clean surf clam into the estuary, and seeding these areas with disease resistant live oysters raised at the Jackson Estuarine Laboratory.

Contractor Initials m.j.
Date 3/30/16

E. Deliverable Schedule: The project will be completed according to the general schedule provided below. These dates are not exact, and may shift slightly forward or back as needed, depending on partner and supply schedules, oyster growth and weather conditions.

| <u>Date Completed</u> | <u>Tasks</u> |
|-----------------------|---|
| June 30, 2016 | Oyster larvae delivery to UNH Jackson Estuarine Laboratory for initial setting and spat growth. |
| June 30, 2016 | Delivery of 500 cubic yards of clam shell to the reef area |
| September 30, 2016 | Delivery of spat on shell to the constructed reef |
| December 31, 2016 | Initial monitoring following reef construction |
| December 31, 2017 | Year 1 Monitoring |
| December 31, 2018 | Year 2 Monitoring |
| December 31, 2019 | Year 3 Monitoring |
| December 31, 2020 | Year 4 Monitoring |
| December 31, 2021 | Year 5 Monitoring |

EXHIBIT B
BUDGET & PAYMENT METHOD

TNC shall submit requests for payment after completing each task. Upon receipt and approval by DES of the invoices, DES shall issue payment to TNC in accordance with the following:

| Receipt of: | ARM funds: |
|---|--------------------------------|
| 1. Reef Construction, Seeding, and Initial Monitoring Report | \$165,500.00 |
| 2. Annual Monitoring Report 2017 | \$5,000.00 |
| 3. Annual Monitoring Report 2018 | \$5,000.00 |
| 4. Annual Monitoring Report 2019 | \$5,000.00 |
| 5. Annual Monitoring Report 2020 | \$5,000.00 |
| 6. Annual Monitoring Report 2021 | \$5,000.00 |
| TOTAL DES ARM FUNDS | \$190,500.00 |
| <u>Total amount to be authorized following approval by the Governor and Executive Council:</u> | <u>\$190,500.00</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.

Contractor Initials *MSJ*
 Date 3/30/16

EXHIBIT C
SPECIAL PROVISIONS

Section 9 is amended to add the following additional subsection 9.4:

9.4 The Contractor shall have a perpetual, non-exclusive, royalty-free license to use any and all data (as defined in Section 9.1 of this Agreement) that is the property of the State pursuant to subsection 9.2 of this Agreement for all legitimate purposes pertaining to the Contractor's standard business practices and subject to the requirements of subsection 9.3 of this Agreement.

Contractor Initials MD
Date 3/30/16

CERTIFICATE

I, Thomas R. Hanna, Chairman of the Board of the The Nature Conservancy (the "Board"), do hereby certify that:

- (1) I am the duly elected Board Chair;
- (2) at the meeting held on March 1, 2016, the Board voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Board 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

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman of the Board of the Nature Conservancy, this 30th day of March, 2016.



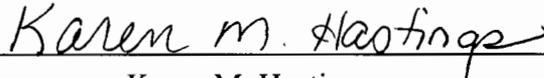
Thomas R. Hanna
Name of certifying officer, office (signature above)

STATE OF NEW HAMPSHIRE

County of Cheshire

On this the 30th day of March, 2016, before me Karen M. Hastings, Notary Public the undersigned officer, personally appeared Thomas R. Hanna, who acknowledged him/~~her~~self to be the Chairman of the Board of ~~the~~ The Nature Conservancy 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.



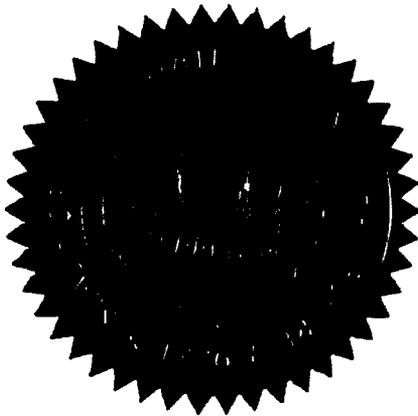
Karen M. Hastings
Name of Notary Public (signature above)

Commission Expiration Date: 4/23/2019
(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, a(n) DELAWARE nonprofit corporation, registered to do business in New Hampshire on January 9, 1984. 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 24th day of March, A.D. 2016

A handwritten signature in black ink, appearing to read "William M. Gardner", is written above the printed name.

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/05/2016

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 MARSH USA, INC. 1050 CONNECTICUT AVENUE, SUITE 700 WASHINGTON, DC 20036-5386 Attn: DC.Certs@marsh.com or Fax to 212-948-0503 040631--WC-15-16 | CONTACT NAME: | | FAX (A/C, No): |
| | PHONE (A/C, No, Ext): | E-MAIL ADDRESS: | |
| INSURER(S) AFFORDING COVERAGE | | | NAIC # |
| INSURER A: Insurance Company Of The State Of PA | | | 19429 |
| INSURER B: | | | |
| INSURER C: | | | |
| INSURER D: | | | |
| INSURER E: | | | |
| INSURER F: | | | |

COVERAGES **CERTIFICATE NUMBER:** CLE-004947663-05 **REVISION NUMBER:** 20

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 WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|--|---|-------------------------|-------------------------|---|--|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ | |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ | |
| 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 <input checked="" type="checkbox"/> N <input type="checkbox"/> Y N/A | WC 067712613 (AOS) ADDITIONAL POLICIES ARE ON PAGE 2 | 07/01/2015 | 07/01/2016 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: NH Oyster Conservation Program. Completion Date: December 31, 2015.

| | |
|---|---|
| CERTIFICATE HOLDER The New Hampshire Department of Environmental Services PO Box 95 Concord, NH 03302-0095 | 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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i> |
|---|---|

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AGENCY CUSTOMER ID: 040631

LOC #: Washington



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

| | | | |
|---------------------------|-----------|---|--|
| AGENCY MARSH USA, INC. | | NAMED INSURED THE NATURE CONSERVANCY 4245 NORTH FAIRFAX DRIVE SUITE 100 ARLINGTON, VA 22203 | |
| POLICY NUMBER | | EFFECTIVE DATE: | |
| CARRIER | NAIC CODE | | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

ADDITIONAL WORKERS COMPENSATION POLICIES
EFFECTIVE DATE (ALL POLICIES): 07/01/2015
EXPIRATION DATE (ALL POLICIES): 07/01/2016
INSURER AFFORDING COVERAGE (ALL POLICIES): INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA - NAIC: 19429

POLICY NUMBER / STATE(S)
WC 067712614 / CA
WC 067712615/ FL
WC 015684664/ MA, ND, OH, WA, WI, WY
WC 069862929 / NJ, PA
WC 069862930 / AK, AZ, GA, VA
WC 069862931 / IL, KY, NC, NH, UT, VT

Attachment A
2015 Aquatic Resource Mitigation Fund Grants

Applications and Funding Amounts

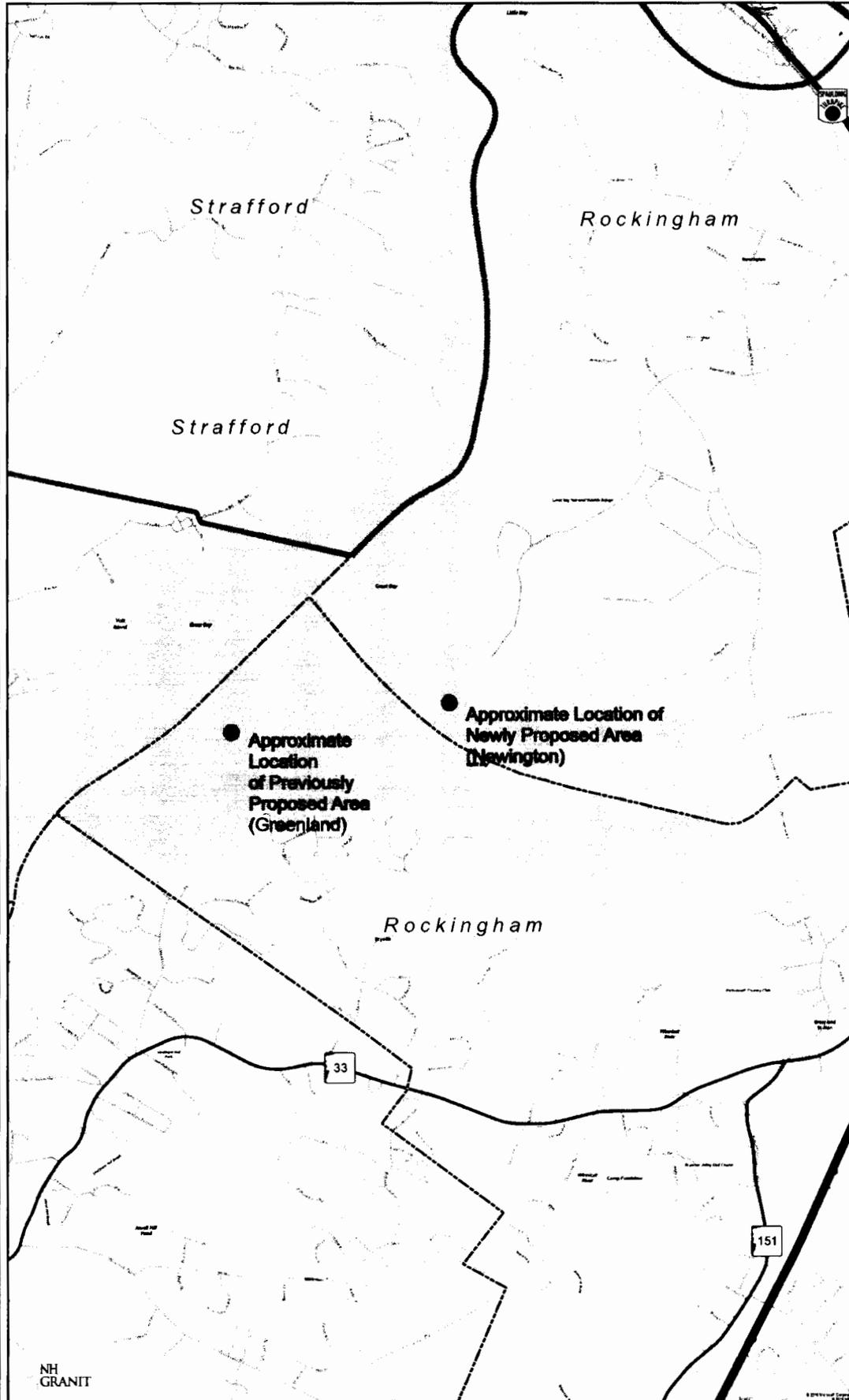
| Grant Applicant | Location/Town | Funding Amount | Score |
|--|----------------------|-----------------------|--------------|
| The Nature Conservancy | Greenland, Newington | \$190,500 | 42 |
| University of New Hampshire, Jackson Laboratory | Portsmouth | \$135,000 | 27 |
| Society for the Protection of New Hampshire Forests | Durham, Madbury, Lee | \$148,000 | 61 |
| University of New Hampshire, Stormwater Center | Dover | \$0 | 33 |
| Town of Rye | Rye | \$0 | 45 |
| Town of Barrington | Barrington | \$0 | 58 |

(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 |
| Rick Vande Poll | New Hampshire Association of Conservation Commissions | Town of Sandwich | 37 |

Attachment B Oyster Reef Restoration/The Nature Conservancy



Legend

- State
- County
- City/Town
- Interstates
- Turnpikes
- US Routes
- State Routes
- Local Roads

Map Scale
1: 50,000



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Map Generated: 4/12/2016

Notes

