



DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

January 14, 2015

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 Ammonoosuc Conservation Trust (hereinafter "ACT") (Vendor Code #246606) in the amount of \$66,000 to conduct river restoration work on a parcel of land in Lisbon, effective upon G&C approval through December 31, 2017. 100% Aquatic Resource Mitigation Funds.

Funding is available in the account as follows:

	<u>FY'15</u>
03-44-44-442010-38710000-073-500580	\$66,000
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 Middle Connecticut River watershed in April, 2013. Three applications were received and on November 12, 2013, DES announced the decision to fund two projects in the Middle Connecticut River Watershed. The project proposed by ACT 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.

Her Excellency, Governor Margaret Wood Hassan  
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The ACT will utilize its ARM funds to conduct floodplain restoration through stream bank plantings along 1,000 linear feet of the river. The project is a continuation of a previous ARM Fund award that was provided funding for the land to be protected in perpetuity. The property is located in Tier 2 habitat which is significant in the region as mapped by the NH Fish & Game *Wildlife Action Plan*. The funds will provide for the planting of four acres of existing hayfield to create a riparian hardwood forest buffer along the river. A plugged culvert in the agricultural field that drains into Hanno Pond will also be removed to reduce erosion and flooding issues on the neighboring farm land. 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

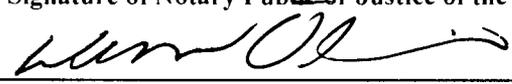
**Subject:** Grant agreement for a NHDES Aquatic Resource Mitigation Fund Award

**GRANT AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATIONS**

<b>1.1 State Agency Name</b> NH Department of Environmental Services		<b>1.2 State Agency Address</b> 29 Hazen Drive, Concord, NH 03302-0095	
<b>1.3 Grantee Name:</b> Ammonoosuc Conservation Trust		<b>1.4 Grantee Address</b> The Rocks/Norlh Country Development Center 107 Glessner Road, Bethlehem, N.H. 03574	
<b>1.5 Effective Date</b> Upon G&C approval	<b>1.6 Completion Date</b> December 31, 2017	<b>1.7 Audit Date</b> N/A	<b>1.8 Grant Limitation</b> \$66,000.00
<b>1.9 Grant Officer for State Agency</b> Lori L. Sommer		<b>1.10 State Agency Telephone Number</b> (603) 271- 4059	
<b>1.11 Grantee Signature</b> 		<b>1.12 Name &amp; Title of Grantee Signor</b> Rebecca Brown, Executive Director	
<b>1.13 Acknowledgment:</b> State of <u>New Hampshire</u> , County of <u>Grafton</u> On <u>12/10/2014</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.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> (Seal) 			
<b>1.13.2 Name &amp; Title of Notary Public or Justice of the Peace</b> <u>William W. Oliver, notary public</u>			
<b>1.14 State Agency Signature(s)</b> 		<b>1.15 Name/Title of State Agency Signor(s)</b> Thomas S. Burack, Commissioner	
<b>1.16 Approval by Attorney General's Office (Form, Substance and Execution)</b> By:  Attorney, On: <u>1/26/2015</u>			
<b>1.17 Approval by the Governor and Council</b> By: _____ On: <u> / /</u>			

**2. SCOPE OF WORK.** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-O, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being referred to as "the Project").

**3. AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the state of New Hampshire.

**4. EFFECTIVE DATE; COMPLETION OF PROJECT.**

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the Effective Date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

**5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**

5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete, compensation to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.

**6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

**7. RECORDS AND ACCOUNTS.**

7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with,

the entity identified as the Grantee in block 1.3 of these general provisions.

**8. PERSONNEL.**

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform such Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3 The Grant officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

**9. DATA; RETENTION OF DATA; ACCESS.**

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 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 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4 On and after the Effective Date 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, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

**10. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those 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 Grantee notice of such termination.

**11. EVENT OF DEFAULT; REMEDIES.**

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 failure to perform the Project satisfactorily or on schedule; or

11.1.2 failure to submit any report required hereunder; or

11.1.3 failure to maintain, or permit access to, the records required hereunder; or

11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

11.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 give the Grantee 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 Grantee notice of termination; and

11.2.2 give the Grantee 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 Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

## 12. TERMINATION.

12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4 Notwithstanding anything in this Agreement to the contrary, either the State or except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member or employee of the Grantee and no representative, officer of employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement, the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee 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 on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee of Subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.

## 17. INSURANCE AND BOND.

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation of modification of the policy earlier than ten (10) days after written notice has been received by the State.

18. 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver 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 default on the part of the Grantee.

19. 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 first above given.

20. 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 Council of the State of New Hampshire.

## 21. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. 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.

23. 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  
Ammonoosuc Conservation Trust

1. This Project Agreement (hereinafter "Agreement") is entered into by the State of New Hampshire, Department of Environmental Services, (hereinafter "DES"), and the Ammonoosuc Conservation Trust (hereinafter "ACT"), 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, 2017. If the provision of services by ACT precedes the Effective date, all services performed by ACT shall be performed at the sole risk of ACT and in the event this Agreement does not become effective, DES shall be under no obligation to pay ACT 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 paid 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. That the Property involved in the project will be monitored on an annual basis for three years post construction to ensure the success of the activities taken and to ensure that no actions are occurring which could be detrimental to the attributes of the Property. The ACT 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 \$66,000.00 have been allocated and are available for payment of allowable costs incurred under this Agreement. DES will not reimburse ACT for costs exceeding the amount specified in this paragraph.
6. The ACT agrees to utilize funds for the purpose of floodplain restoration and bank plantings along 1,000 linear feet of the river, and for wetland restoration through the removal of a plugged culvert on a parcel of land located on a nine (9) acre parcel of land located on Route 302 in the Town of Lisbon, County of Grafton, State of New Hampshire, identified on the Lisbon tax records as Map R19 Lot 15; and a fourteen (14) acre parcel of land located on Route 302 in the Town of Lisbon, County of Grafton, State of New Hampshire, identified on the Lisbon tax records as Map R19 Lot 11 (hereinafter: the "Properties"). 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.
7. ACT accepts the following conditions or restrictions:
  - a. To utilize the funds herein provided by the State of New Hampshire, acting through DES, for the floodplain restoration and bank plantings on the Property as soon as possible, time being of the essence.
  - b. To limit the use of the Property as hereinafter defined to conservation purposes in perpetuity.
  - c. The ACT agrees to place a sign, subject to its acceptability to the DES, at a prominent location on or near the Property. The sign should contain as a minimum the DES logo and the following statement: "This floodplain restoration has been protected with assistance from the New Hampshire Aquatic Resource Mitigation Fund."

Contractor Initials

Date

*DAK*  
11/26/15

- d. 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.
- e. To return to DES ARM Fund Program any funds if the ACT fails to complete the Property acquisition.

**EXHIBIT A**  
**SCOPE OF SERVICES**

- A. Project Title: Ammonoosuc Shoreline and Floodplain Restoration
- B. Project Period: April 1, 2015 – December 31, 2017.
- C. Objectives:
  - a. Develop a long-range management and restoration plan for the Ammonoosuc Wildlife Management Area.
  - b. Restoration of a perennial stream.
  - c. Bio-engineering/habitat improvement of stream bank, shoreline, and floodway.
  - d. Provide protection against scour erosion within the floodplain.
  - e. Increase flood storage.
  - f. Creation of wildlife habitat and establishment of wildlife corridors.
  - g. Develop an ongoing educational/research component with nearby schools.
  - h. Increase public knowledge about the dynamics of the river and the importance of conserving floodplains and riparian buffers.
- D. Scope of Work:
  - a. Map and inventory wetlands and existing plant communities; create a natural resources inventory.
  - b. Develop a long-range management and restoration plan for the Ammonoosuc Wildlife Management Area
  - c. Plant along the riverbank for bank stabilization and riparian restoration
  - d. Plant in the floodplain to restore vegetation and eventual floodplain forest
  - e. Obtain permit for the removal of the culvert and restore stream channel to free flowing condition.
- E. Deliverable Schedule:
  - a. Planning and Permitting for historic resource issues and culvert removal – April 2015
  - b. Streambank planting – May 2015
  - c. Remove culvert – May 2015
  - d. Stream channel restoration and stepping stones – September 2015
  - e. Natural Resources Inventory and mapping – October 2015
  - f. Complete long-term management and restoration plan – November 2015
  - g. Riparian buffer and floodplain planting – May 2016

Contractor Initials RAH  
Date 1/24/15

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

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

- a. Planning and Permitting for culvert removal – \$11,000
- b. Streambank planting – \$9,500
- c. Remove culvert and do stream channel restoration and stepping stones – \$7,500
- d. Natural Resources Inventory and mapping – \$5,000
- e. Complete long-term management and restoration plan – \$3,000
- f. Riparian buffer and floodplain planting – \$30,000

**TOTAL DES ARM FUNDS** **\$ 66,000**

**Total amount to be authorized following approval by the Governor and Executive Council:** **\$ 66,000**

Payments shall be made by DES to the Ammonoosuc Conservation Trust upon approval of stated outputs and verification of the value of completed work through submittal of invoices for services rendered. DES will pay the Ammonoosuc Conservation Trust 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 LR  
Date 6/26/15



Conserving farms and forests in the North Country



**CERTIFICATE of AUTHORITY**

I, Rosalind Page, President of the Ammonoosuc Conservation Trust, do hereby certify that:

- 1. I am the duly elected President;
- 2. At the meeting held on December 5, 2013 the Ammonoosuc Conservation Trust voted to accept ARM funds and to enter into a contract with the NH Department of Environmental Services;
- 3. The Ammonoosuc Conservation Trust further authorized the Executive Director 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:

Rebecca Brown, Executive Director

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the Ammonoosuc Conservation Trust, on this date 12-15-14.

Rosalind Page  
Rosalind Page

President  
Title

**STATE OF NEW HAMPSHIRE**

**County of Grafton**

On this the 15<sup>th</sup> day of December, before me Jennifer Deem  
(Notary Public)

the undersigned officer, personally appeared Rosalind Page who acknowledged herself to be the President 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.

Commission Expiration Date:  
(Seal)



Jennifer Deem  
(Notary Public Signature)

# 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 AMMONOOSUC CONSERVATION TRUST ("ACT") is a New Hampshire nonprofit corporation formed February 18, 2000. 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 29<sup>th</sup> day of December A.D. 2014

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

William M. Gardner  
Secretary of State



**Attachment A**  
**2013 Aquatic Resource Mitigation Fund Grants**

**Applications and Funding Amounts**

<b>Grant Applicant</b>	<b>Location/Town</b>	<b>Funding Amount</b>	<b>Score</b>
Ammonoosuc Conservation Trust	Ammonoosuc River Restoration Project/Lisbon	\$60,000	48
Upper Valley Land Trust	Bailey/Clay Brook Wetlands/Lyme	\$60,000	31
Hanover Conservancy	Mink Brook Nature Preserve In-Holding Acquisition & Restoration/Hanover	\$0 (This was not funded due to pending litigation)	36

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

**Site Selection Committee List**

<b>Name</b>	<b>Agency/Organization</b>	<b>Title</b>	<b>Years of Experience</b>
Collis Adams	NHDES, Land Resource Management Program	Bureau Administrator	
Melissa Coppola	NH Dept. of Resources & Economic Development	Environmental Information Specialist	14
Nancy Rendall	NH Association of Natural Resource Scientists	Charter Member	30
Michael Marchand	NH Fish and Game Department	Senior Biologist	13
Tracey Boisvert	Office of Energy and Planning	CLSP Director	23
Peter Steckler	The Nature Conservancy	Director Freshwater Science & Conservation	13
Rick Vande Poll	New Hampshire Association of Conservation Commissions	Town of Sandwich	33
Chris Wells	Society for the Protection of NH Forests	Senior Director for Strategic Projects- Policy	15

ATTACHMENT B

AMMONOOSUC RIVER RESTORATION PROJECT, LISBON

