



The State of New Hampshire  
**Department of Environmental Services**



CSG

**Robert R. Scott, Commissioner**

October 27, 2023

5G

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 (NHDES) to amend an Aquatic Resource Mitigation (ARM) Fund grant (PO#1059808) to The Nature Conservancy (hereinafter "TNC"), Concord, NH (VC#177785-B001) by extending the completion date to December 31, 2024, from December 31, 2023, upon Governor and Council approval. This is a no cost time extension. The original agreement was approved by Governor and Council on January 10, 2018, item #35. 100% Aquatic Resource Mitigation funds.

**EXPLANATION**

NHDES is requesting approval of an amendment to the Aquatic Resource Mitigation (ARM) grant agreement to extend the completion date to accommodate the five (5) year post construction monitoring period required to document success of the project and fully meet the program goals. The project schedule was delayed due to unforeseeable delays in construction and staff transitions in the TNC New Hampshire Chapter. Restoration of the crossing was completed in 2019, and therefore an extension is needed through 2024 to perform the required monitoring associated with the stream and floodplain restoration. To date, \$61,190.23 of the \$79,800 grant has been spent.

New Hampshire RSA 482-A:3 requires a wetland permit for any proposed project that involves dredging or filling of a wetland. Before a wetland permit is issued, applicants must show that the proposed project will avoid adverse impacts to wetlands and will minimize and provide compensation for those wetland impacts which are unavoidable. The Aquatic Resource Mitigation Fund (ARM) authorizes the collection of mitigation funds in lieu of other forms of wetland mitigation as part of a Wetlands Permit Application and then issues the funds to wetland restoration and preservation projects across the nine watershed areas.

The Department issued the request for proposals for ARM Funds available in the Upper Connecticut River watershed in April 2016. The project proposed by TNC was recommended for funding by the ARM Fund Site Selection Committee. The project included the restoration of riverine wetlands, floodplain forest habitat and the permanent protection of 3.4 contiguous miles of the Connecticut River shoreline on the New Hampshire side. Property ownership transferred to NH Fish & Game contributed to a 970-acre block of projected conservation lands on both sides of the river.

In the event that other funds no longer become available, general funds will not be requested to support this program. This amendment has been approved as to form, content, and execution by the Attorney General's Office.

We respectfully request your approval.

*Susan Paulson, COO*  
for Robert R. Scott, Commissioner

[www.des.nh.gov](http://www.des.nh.gov)

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095

**Agreement for Services with The Nature Conservancy**  
**Amendment No. 1**

This Agreement (hereinafter called the "Amendment") dated this 13 day of October, 2023, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the "State") and The Nature Conservancy (hereinafter referred to as "TNC"), acting by and through its Director of Land Management-New Hampshire Chapter, Jeff Lougee (hereinafter referred to as the "Contractor").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Executive Council on January 10, 2018, agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, The Grantee and the State have agreed to amend the Agreement in certain respects;

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

1. **Amendment and Modification of Agreement:** The Agreement is hereby amended as follows:
  - (A) The Completion Date as set forth in Item 1.6 of the Agreement shall be changed from December 31, 2023, to December 31, 2024.
  - (B) Grant Officer for State Agency as set forth in Item 1.9 of the Agreement shall be changed from Lori Sommer to Emily Nichols.
  - (C) Contractor Signatory for TNC as set forth in Item 1.12 shall be changed from Mark Zankel to Jeff Lougee.
  - (D) The grant period as set forth in sub-paragraph B of Exhibit A shall be changed from December 31, 2023, to December 31, 2024.
  - (E) The Budget & Payment Method as set forth in Exhibit B shall be changed to authorize Contractor to move funds between Tasks based on actual expenses incurred by Task with an award amount not to exceed \$79,800.
2. **Effective Date of Amendment:** This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.
3. **Continuance of Agreement:** Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

The Nature Conservancy Jeffrey Lougee

10/13/2023

By Jeffrey Lougee  
Jeff Lougee, Director of Land Management-NH Chapter

9/27/23  
Date

THE STATE OF NEW HAMPSHIRE  
Department of Environmental Services

By Susan Carlson, COO  
for Robert R. Scott, Commissioner

10-27-23  
Date

Approved by Attorney General this 13<sup>th</sup> day of November 2023  
as to form, substance, and execution

OFFICE OF ATTORNEY GENERAL

By [Signature]

**CERTIFICATE of AUTHORITY**

I, Rachel Rouillard, State Director of the NH Chapter of The Nature Conservancy, do hereby certify that:

- 1. I am the duly appointed State Director of the NH Chapter of The Nature Conservancy,
- 2. The Nature Conservancy has agreed to a no-cost extension for their existing contract for \$79,800 with the New Hampshire Fish and Game Department, extending the completion date of the award from December 31, 2023, to December 31, 2024. This contract is awarding an Aquatic Resource Mitigation Fund grant with the purpose of restoring floodplain forest and acquiring land in Colebrook, New Hampshire.
- 3.
- 4. The Nature Conservancy further authorized the Director of Stewardship of The Nature Conservancy's New Hampshire Chapter to execute any documents which may be necessary for this contract;
- 5. 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
- 6. The following person has been appointed to and now occupies the office indicated in (3) above:

Jeffrey Lougee

Director of Stewardship- NH Chapter

Authorized to Sign

Title

IN WITNESS WHEREOF, I have hereunto set my hand as the State Director of The Nature Conservancy on this date 10.23.23.

[Signature]  
[Signature of Certifying Officer]

State Director  
Title

**STATE OF NEW HAMPSHIRE**

County of Strafford  
On this the 23 day of October, before  
me Rachel M. Deane

(Notary Public)

the undersigned officer, personally appeared Rachel Rouillard [Printed Name of Certifying Officer] who acknowledged him/herself to be the State Director [Office Title] 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.

Rachel M. Deane  
(Notary Public Signature)

Commission Expiration Date: May 19, 2026  
(Seal)

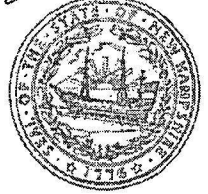
**RACHEL M. DEANE**  
NOTARY PUBLIC  
State of New Hampshire  
My Commission Expires  
May 19, 2026





The State of New Hampshire  
Department of Environmental Services

Joni Somner



Robert R. Scott, Commissioner

November 27, 2017

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

APPROVED G & C

DATE 1/10/18

ITEM # 35

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 \$79,800.00 for the purpose of restoring floodplain forest and acquiring land in Colebrook, NH formerly owned by the Brunault family, effective upon G&C approval through December 31, 2023. 100% Aquatic Resource Mitigation Funds.

Funding is available in the account as follows:

03-44-44-442010-38710000-073-500581 FY'18  
\$79,800  
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 Upper Connecticut River watershed in April, 2016. The Nature Conservancy application was received and on November 28, 2016, DES announced the decision to fund The Nature Conservancy project in the Upper Connecticut 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.

[www.des.nh.gov](http://www.des.nh.gov)

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095  
(603) 271-3503 • Fax: 271-2867 TDD Access: Relay NH 1-800-735-2964

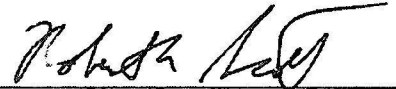
His Excellency, Governor Christopher T. Sununu  
and the Honorable Council

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The project proposes to restore riverine, floodplain forest habitat of high conservation-value along 1.6 miles of the Connecticut River in Colebrook. The Nature Conservancy will acquire the fee interest in the Brunault tract and subsequently transfer ownership to the New Hampshire Fish and Game Department. The project will result in the permanent protection of 3.4 contiguous miles of Connecticut River shoreline on the New Hampshire side. The protection of the Brunault property will contribute to a 970-acre block of protected conservation land on both sides of the river. Restoration of the parcel's floodplains will create a more resilient ecosystem, ensuring dynamic river processes, such as channel migration that creates oxbows and sandbars for pioneer species recruitment. It will also help ensure the protection of four state-listed endangered plants found on the property. Attachment B includes a map of the property.

In the event that other funds no longer become available, general funds will not be requested to support this program. This agreement has been approved as to form, content, and execution by the Attorney General's Office.

We respectfully request your approval.



Robert R. Scott, Commissioner


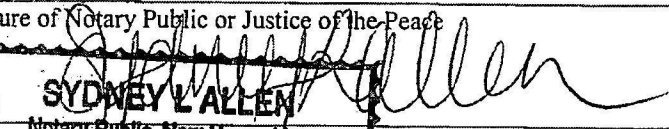
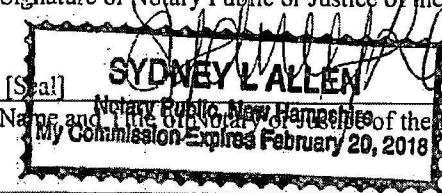
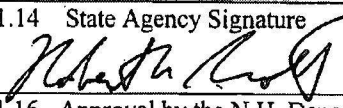
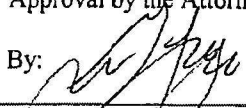
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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., 4 <sup>th</sup> 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, 2023	1.8 Price Limitation \$79,800
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, NH State Director	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Merrimack</u> On <u>Nov. 21, 2017</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 			
1.13.2 Name and Title of Notary Public or Justice of the Peace 			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Robert R. Scott, Commissioner Date: <u>12/11/17</u>	
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>12/5/17</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

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 30, 2019. 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 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. 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 \$79,800 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: Upper Connecticut River Floodplain Protection and Restoration
- B. Project Period: January 2018 – December 2023
- C. Objectives: Floodplain forest habitat will be protected and restored along approximately one and a half miles of the Connecticut River on a 30.7-acre property in Colebrook, NH. Approximately 15-30 acres of floodplain will be reforested. Additionally, invasive species will be removed and managed, and an undersized culvert will be replaced, greatly enhancing aquatic organism passage to and from the river and restoring wetland functions and values to a 3.8-acre wetland upstream of the culvert.
- D. Scope of Work:

Contractor Initials   
Date 11/21/17

**Protection:** The property will be purchased by TNC, transferred to NH Fish and Game and protected by a deed restriction held by TNC that protects the property's wetland values and floodplain forest habitat.

**Restoration:** The floodplain forest restoration work will include the following:

- a. A plant survey will be conducted to determine the presence of any rare species.
- b. A historic resources review may be conducted depending upon the State Historic Preservation Office (SHPO) guidelines.
- c. A monitoring plan and map will be developed and provided to DES for review and approval by DES and the ACOE.
- d. Old field management prior to planting: Approximately 4 acres of grasses and forbs will be mowed, and selectively treated with herbicide where invasive species have become established. Procedures will follow protocols for invasive control near water and rare plant species occurrences. A follow-up application of herbicide will be conducted to control re-sprouts.
- e. Site preparation for the restoration area and the riparian buffer area: A 100-foot wide buffer will be established along the river. A medium-weight disk will be run over the existing agricultural fields being retired on the property. The disking will help to establish seed-to-soil contact, encourage natural succession, or exhaust the seed bank of invasive plants.
- f. Planting native shrubs and trees within the floodplain: Approximately 5000 native trees and shrubs will be planted. An unplanted area immediately adjacent to the river will be maintained for natural regeneration. All plants will be native species and ideally 4-5 feet high container stock. Should bare root planting be required, the number of plants will be increased.
- g. All tree stems will be protected with tree wrap.
- h. The culvert will be removed to restore aquatic connectivity and a new access to the farm field will be constructed.

**Deliverables Schedule (Estimate):**


February 2018: Monitoring Plan submission

June – September 2018: Brush management and invasive control.

August 2018: Culvert removal

December 2018: A summary report documenting restoration activities. This summary report should include restoration activities completed including planting plan and an updated total project budget based on expenditures for the restoration.

December 2019 – 2023: Monitoring Reports

Contractor Initials   
Date 11/24/17

**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:

**ARM Tasks & Budget (estimates)**

Restoration: Brush Mowing, Herbicide, Invasive Shrub Control, Disking, Planting, Tree protection	\$16,715
Plant Survey	\$2,000
Historic Resources Review – <i>If a review is not required, these funds will be shifted/added to the Restoration task</i>	\$25,000
TNC Staff Time Restoration Design Contracting and Project Management	\$8,000
Culvert Removal and Construction of New Field Access	\$10,000
Restoration Monitoring (5 years' staff time and travel)	\$3,000
Indirect – <i>TNC's annually approved federal NICRA for the given fiscal year will be applied</i>	\$15,085
<b>ARM GRANT</b>	<b>\$79,800</b>

**Total amount to be authorized following approval by the Governor and Executive Council:**

**\$79,800.**

Notwithstanding Article 12 Assignments/Delegations/Subgrants of the Agreement, TNC is authorized to enter into contracts with third parties qualified to perform the work contemplated under the award, without first having to obtain the written authorization of DES.

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, expenses, and indirect. 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

Contractor Initials

Date


  
11/21/17

Invoices shall be approved by the Contract Officer before payment is processed.

**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   
Date 11/24/17

**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 \$79,800 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 22<sup>nd</sup> day of November, 2017.




Katherine Turner

Assistant Secretary

Title

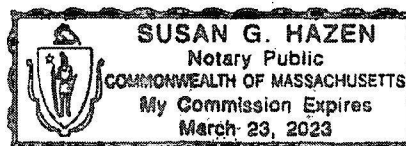
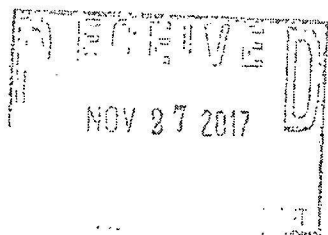
**STATE OF MASSACHUSETTS  
COUNTY OF ESSEX**

On this the 22<sup>nd</sup> day of November, 2017, 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: 3/23/23  
(Seal)

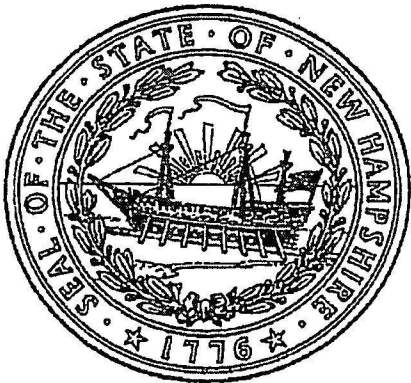


**State of New Hampshire**  
**Department of State**

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



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 16th day of November A.D. 2017.

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)  
11/22/2017

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

**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).

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

**COVERAGES**      **CERTIFICATE NUMBER:** CLE-006230059-01      **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <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 \$ _____ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ _____ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 055816185 (AOS) ADDITIONAL POLICIES ARE ON PAGE 2	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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: Upper Connecticut River Floodplain Protection and Restoration, January 2017 - December 2019

### CERTIFICATE HOLDER

### CANCELLATION

State of New Hampshire, Department of Environmental Services 29 Hazen Dr. Concord, NH 03301	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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**Attachment A  
2016 Aquatic Resource Mitigation Fund Grants**

**Applications and Funding Amounts**

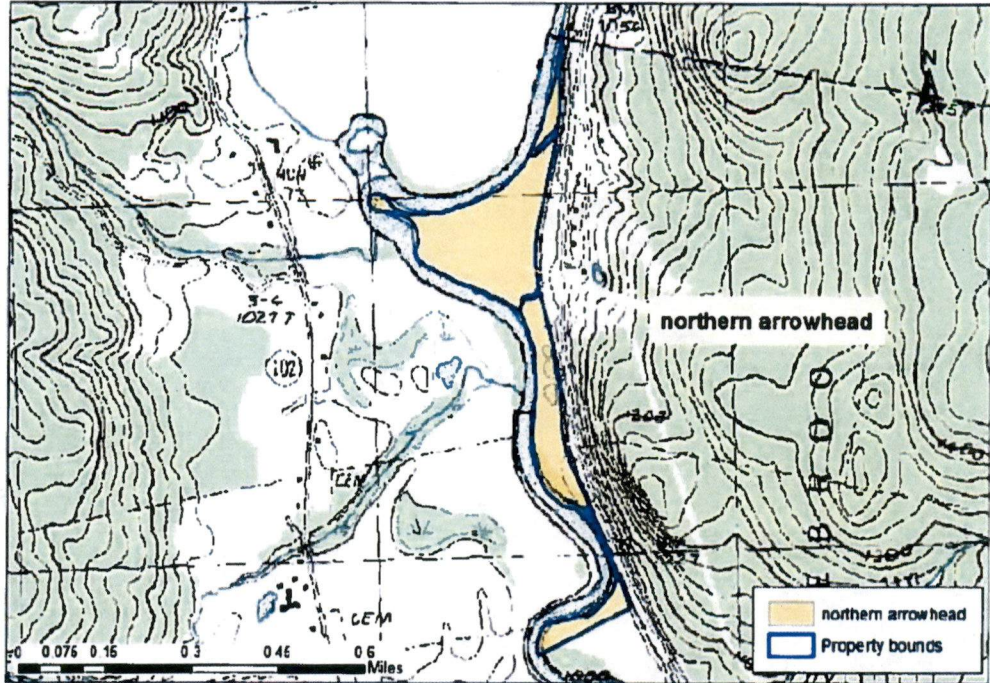
<b>Grant Applicant</b>	<b>Location/Town</b>	<b>Requested Funding Amount</b>	<b>Score</b>	<b>Approved for Funding</b>
Trout Unlimited	Stratford, Odell	\$15,000		Yes - \$15,000
The Nature Conservancy	Colebrook	\$82,982		Yes - \$79,800

(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>
Craig Rennie	NHDES, Land Resource Management Program	Land Resource Specialist	21
Amy Lamb	NH Dept. of Resources & Economic Development	Ecological Information Specialist	2
Nancy Rendall	NH Association of Natural Resource Scientists	Charter Member	31
Tracey Boisvert	Office of Energy and Planning	CLSP Director	25
Rick Vande Poll	New Hampshire Association of Conservation Commissions	Town of Sandwich	34
Brian Hotz	Society for the Protection of NH Forests	Vice President for Land Conservation	23

**APPENDIX B**  
**Upper CT Floodplain Protection and Restoration, Colebrook**



Property: Brunault

1/26/2016