

The State of New Hampshire
Department of Environmental Services

Thomas S. Burack, Commissioner

*Celebrating 25 Years of Protecting
 New Hampshire's Environment*

October 16, 2012

His Excellency, Governor John H. Lynch
 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 Town of New Hampton, NH (VC #159916-B001), in the amount of \$100,000 to establish a conservation easement on approximately 8.1 acres on the Snake River in New Hampton, effective upon G & C approval through June 30, 2014. 100% Aquatic Resource Mitigation Funds.

Funding is available in the account as follows:

	<u>FY'13</u>
03-44-44-442010-38710000-073-500580	\$100,000

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 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 ARM program was authorized in legislation that became effective in August, 2006.

The Department issued the request for proposals for ARM Funds available in the Winnepesaukee River watershed in April, 2011. One proposal was received and on November 14, 2011 DES announced the decision to fund this project. The project proposed by the Town of New Hampton was recommended for funding by the ARM Fund Site Selection Committee. Attachment A notes the 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

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

His Excellency, Governor John H. Lynch
and the Honorable Council

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The Town of New Hampton will utilize its ARM funds to protect 8.1 acres of land located on the Snake River and which is situated between Lake Winona and Lake Waukeewan. The property provides protection to the water quality of the river which feeds into Lake Waukeewan, the drinking water supply for the Town of Meredith.

In the event that other funds no longer become available, general funds will not be requested to support this program. Exhibit A describes the scope of services. Exhibit B provides the budget and payment terms. Exhibit C addresses special provisions.

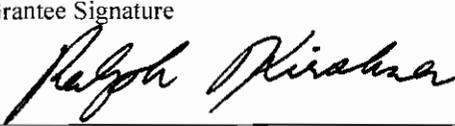
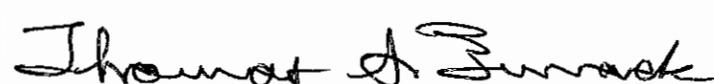
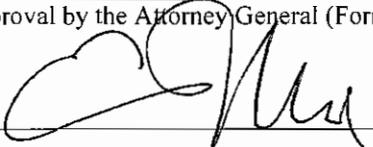
This agreement has been approved as to form, content, and execution by the Attorney General's Office.

We respectfully request your approval.


Thomas S. Burack, Commissioner

**GRANT AGREEMENT
GENERAL PROVISIONS**

1. IDENTIFICATION.

1.1 1.1 State Agency Name New Hampshire Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord NH 03301	
1.3 Grantee Name Town of New Hampton, Conservation Commission		1.4 Grantee Address 6 Pinnacle Hill Road, New Hampton, NH 03256	
1.5 Grantee Phone Number (603) 279-7334	1.6 Account Number 03-44-44-442010-38710000-073	1.7 Completion Date June 30, 2014	1.8 Grant Limitation \$100,000
1.9 Grant Officer for State Agency Lori L. Sommer, Wetland Mitigation Coordinator NH Department of Environmental Services		1.10 State Agency Telephone Number 603-271-4059	
1.11 Grantee Signature 		1.12 Name and Title of Grantee Signatory Ralph Kirshner, Chairman	
By executing this Agreement, Grantee certifies that all applicable public notice, meeting and other requirements for acceptance of this grant, including, but not limited to, the requirements under N.H. RSA 31:95, if applicable, have been fully satisfied.			
1.13 Acknowledgement: State of New Hampshire, County of Merrimack Belknap			
On Sept. 19, 2012, 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 <u>Notary Public</u> or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Pamela Vose, Notary Public <small>Notary Public State of NH 444 North Main Street, Concord, NH 03301 My Commission Expires on May 30, 2013</small>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Thomas S. Burack, Commissioner NH Department of Environmental Services	
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) By:  On: 11-19-12			

2. PROJECT. In exchange for grant funds provided by the State of New Hampshire, acting through the agency identified in block 1.1 (“State”) engages the grantee identified in block 1.3 (“Grantee”) to perform, and the Grantee shall perform, the work identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference (“Project”). Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

3. EFFECTIVE DATE/COMPLETION OF PROJECT.

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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement (“Effective Date”).

3.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed prior to the date 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 Grantee 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. GRANTAMOUNT/LIMITATION ON AMOUNT / PAYMENT.

5.1 The grant amount, 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 grant amount shall be the only and the complete payment 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 liability to the Grantee other than the grant amount.

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 herein, the State shall pay the Grantee the grant amount.

5.4 The State reserves the right to offset from any amounts otherwise payable to the Grantee under this Agreement those sums required or permitted by N.H. RSA 80:7 through RSA 80:7-c and any other provision of law.

5.5 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 Grant 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 Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Grantee, including, but not limited to, civil rights and equal opportunity laws. In addition, the Grantee shall comply with all applicable copyright and other intellectual property laws that impose any obligation or duty upon the Grantee.

6.2 During the term of this Agreement, the Grantee 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 Grantee shall comply with all federal laws and regulations to the extent they apply to the subject matter of this Agreement and are required by the amount of federal funds involved in this Agreement, which include, but are not limited to: 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; Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d et seq.), which prohibits discrimination on the basis of race, color, and national origin; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination against qualified individuals with disabilities; and the Age Discrimination Act of 1975 (42 U.S.C. 6010-6107), as amended, which prohibits discrimination the basis of age. The Grantee shall maintain all records necessary to enable the State or the United States to account for all payments made to Grantee for costs permitted under this Agreement for a minimum period of seven (7) years from the final completion of this Agreement, or until all audits initiated under this Agreement have been completed, whichever is later ("Audit Review Period"). Grantee further agrees to permit the State or United States access to any of the Grantee's books, records and accounts during the Audit Review period 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 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 the Project, 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 Grantee 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 Project 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 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 herein, the State shall pay the Grantee the Grant amount. The Grant 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 Grant 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 Grantee shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Project 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 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;

8.2.2 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;

8.2.3 set off against any other obligations the State may owe to the Grantee 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 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 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. No data shall be subject to copyright in the United States or any other country by anyone other than the State. 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.

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. RECORDS AND ACCOUNTS.

10.1 Between the Effective Date and 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.

10.2 Between the Effective Date and 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 of 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.

11. CONFLICT OF INTEREST. No officer, member or employee of the Grantee, and no representative, officer or 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 interest 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.

11. TERMINATION.

11.111.1 In the event of an 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 ("Termination Report") describing in detail all Project work performed, and the grant amount 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.

11.211.2 In the event of Termination under paragraphs 4 or 11.4, 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.

11.311.3 In the event of Termination under paragraphs 4 or 11.4 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.

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

12. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Grantee is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Grantee 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.

13. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Project work shall be subcontracted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

14. 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 or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions 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 in paragraph 14 shall survive the termination of this Agreement.

15. INSURANCE.

15.1 The Grantee 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:

15.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

15.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

15.2 The policies described in subparagraph 15.1 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.

15.3 The Grantee shall furnish to the Grant Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Grantee shall also furnish to the Grant 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 fifteen (15) 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 endeavor to provide the Grant Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

16. WORKERS' COMPENSATION.

16.1 By signing this agreement, the Grantee agrees, certifies and warrants that the Grantee is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Grantee is subject to the requirements of N.H. RSA chapter 281-A, Grantee 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. Grantee shall furnish the Grant Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation and any applicable renewal(s) thereof in the manner described in N.H. RSA chapter 281-A 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 Grantee, or any subcontractor or employee of Grantee, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Project under this Agreement.

17. 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 Grantee.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

24. 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.

25. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A
SCOPE OF SERVICES

1. The State of New Hampshire, its successors and assigns, represented by the Department of Environmental Services (DES), agree to grant the Town of New Hampton the amount of \$100,000 for the purpose of acquiring land and conserving the following property (hereinafter referred to as the "Property") identified on the New Hampton tax map as R7 Lot 34.

This agreement shall be performed in accordance with New Hampshire RSA 482-A; all applicable sections of the Administrative Rules, Env-Wt 100-800, and all other pertinent New Hampshire laws.

2. The Town of New Hampton shall acquire the fee ownership of the Property and shall convey a Conservation Easement on the property to the Town of Meredith. The Town of New Hampton shall also convey an Executory Interest in the Conservation Easement to the State of New Hampshire, Department of Environmental Services

3. The Town of New Hampton shall convey and record the Conservation Easement as soon as possible, time being of the essence. All due diligence materials shall be submitted to DES within 12 months of the notification of the award.

4. The Conservation Easement on the Property, shall contain the following conditions or restrictions:

a. That the use of the Property shall be limited to conservation purposes in perpetuity.

b. That the Property acquired through this project will be monitored on an annual basis in accordance with the *Standards and Practices* for stewardship of the Land Trust Alliance, to ensure that the terms of the Conservation Easement are being adhered to, and to ensure that no actions are occurring which could be detrimental to the conservation attributes of the Property. The Town of New Hampton shall submit a copy of the annual monitoring report to DES to document the actions taken.

5. The Town of New Hampton shall place a sign at a prominent location on or near the Property. The sign shall contain as a minimum the DES logo and the following statement: "This property has been protected with assistance from the New Hampshire Aquatic Resource Mitigation Fund." Should the DES sign be damaged or destroyed, the Town of New Hampton agrees to work with the Department to repair or replace it with identical signage and to share any costs associated with that repair or replacement to the extent reasonably practicable. The Town of New Hampton also agrees that where significant signage is placed at major access points, the ARM Fund program will be identified as a contributing partner to the acquisition of easement interests and the long-term protection of the Property.

6. Any materials produced after the time of closing to promote or publicize the Property shall include the following statement: "This property (name of property may be used) has been protected with assistance from the Department of Environmental Services, ARM Fund Program." The Town of New Hampton shall include the DES logo or appropriate mention of DES participation on significant signage placed at major access points and on major written material in which the logos of other contributing organizations are used.

7. The Town of New Hampton shall 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.

8. The Town of New Hampton shall return to DES ARM Fund Program any funds herein provided to the extent of any loss due to material misrepresentations during the application process or in completion of this project by the Town of New Hampton regarding the properties protected by this contract.

EXHIBIT B
BUDGET & PAYMENT METHOD

1.	Purchase Price	\$80,000	Awarded at Closing
2.	Tax reimbursement to seller	\$5,000	Awarded at Closing
3.	Reimbursement for survey	\$1,950	Awarded at Closing
4.	Legal & Title Expenses:		
	Title Search/Insurance	\$1,500	
	Legal costs	\$4,000	Awarded upon Recording at Registry
5.	Phase 1 Environmental Site Assessment	\$1,000	Upon Recording
6.	Trails, Parking, Signage, Public Awareness	\$1,050	Project Completion
7.	Miscellaneous transaction fees	\$5,500	Project Completion
	TOTALS	\$100,000	
	 TOTAL DES ARM FUNDS		 \$100,000

Total amount to be authorized following approval by the Governor and Executive Council: \$100,000.

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

Not Applicable.

Certificate of Authority

I, Ralph Kirshner, Chairman of the New Hampton Conservation Commission, do hereby certify that:

- (1) I am the duly elected Chairman of the New Hampton Conservation Commission, appointed to the commission by the selectmen;
- (2) The Town of New Hampton and the New Hampton Conservation Commission have agreed to accept funds and to enter into a contract with the New Hampshire Department of Environmental Services to acquire the **Elizabeth Clingan Baird Property**;
- (3) The New Hampton Selectmen and Conservation Commission have authorized me 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

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman of the New Hampton Conservation Commission this 13 day of November, 2012

Ralph Kirshner
Signature of Certifying Officer

Chairman
Title

STATE OF NEW HAMPSHIRE

County of Belknap

On this 13th day of November 2012, before me Pamela Vose Pamela Vose
(Notary Public)

the undersigned officer, personally appeared Ralph Kirshner who acknowledged himself to be the Chairman of the New Hampton Conservation Commission being authorized to do so, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.

Pamela Vose
(Notary Public Signature)

Commission Expiration Date:
(Seal)

PAMELA VOISE, Notary Public
My Commission Expires January 30, 2013



**Certificate of Participation and Assignment of Retroactive Dates
FY 2013**

Local Government Center Property-Liability Trust, LLC (PLT)

Town of New Hampton

Member Number: 065-122786-13

In consideration of payment of the required contribution and continued compliance with other terms and requirements of PLT membership, the Town of New Hampton is certified as a Member of PLT. The Term of membership is from July 01, 2012 through June 30, 2013.

Where the term "Applicable Agreement" appears below, it means the Member Agreement or Educators' Member Agreement to which the above Member or School Member subscribes.

Where the term "Applicable Member" appears below, it means the Member or School Member subscribing to the "Applicable Agreement."

Unless otherwise defined in this Certificate of Participation and Assignment of Retroactive Dates, all terms used herein that are defined in the Applicable Agreement have the same definition as set forth in the Applicable Agreement.

Retroactive dates assigned by PLT (See PRIOR ACTS paragraphs in the GENERAL PROVISIONS section of the Applicable Agreement):

PLT Membership Inception Date.....December 27, 1986
(no earlier than 7/1/86)

Hazmat Date.....July 01, 1993
(no earlier than 7/1/93)

Claims Made Date.....September 02, 1988
(no earlier than 7/1/86)

**MEMBERS WITH MEMBERSHIP EFFECTIVE DATES BEFORE
JULY 1, 2005**

Retroactive dates assigned by PLT (See PRIOR ACTS paragraphs in the **GENERAL PROVISIONS** section of the current Applicable Agreement):

For Claims arising out of an event or events for which protection is afforded under Section III.B of the current Applicable Agreement, the retroactive date is the Claims Made Date, formerly referred to in prior Certificates of Participation as the Public Official Protection Retroactive Date.

For Claims, other than Hazmat Claims, arising out of an event or events that took place before July 1, 2005, and which are not protected under the current Applicable Agreement solely by reason of a change from claims made to occurrence basis protection, the retroactive date is the PLT Membership Inception Date.

For Hazmat Claims arising out of an event or events that took place before July 1, 2005, and which are not protected under the current Applicable Agreement solely by reason of a change from claims made to occurrence basis protection, the retroactive date is the Hazmat Date, formerly referred to in prior Certificates of Participation as the Hazmat Crew Liability Retroactive Date.

**MEMBERS WITH MEMBERSHIP EFFECTIVE DATES ON OR AFTER
JULY 1, 2005**

Retroactive dates assigned by PLT (See PRIOR ACTS paragraphs in the **GENERAL PROVISIONS** section of the Applicable Agreement):

For Claims arising out of an event or events for which coverage under the Applicable Member's prior policy or similar agreement would have been on a claims made basis, the retroactive date is the Claims Made Date. [The claims made retro date from the prior expiring policy, or 7/1/86, whichever is later.]

For Claims arising out of an event or events for which coverage under the Applicable Member's prior policy or similar agreement would have been on an occurrence or comparable basis, the retroactive date is the PLT Membership Inception Date.

For Claims arising out of an event or events for which Hazmat coverage would have been provided under the Applicable Member's prior policy or similar agreement, the retroactive date is the Hazmat Date. [The Hazmat Date will be the same as the PLT Membership Inception Date unless prior Hazmat coverage was on a claims made basis. Then, the assigned Hazmat Date will be the same as the Claims Made Date, prior expiring policy hazmat retroactive date, or 7/1/93, whichever is later.]

Wendy Lee Parker

Wendy Lee Parker
Deputy Director for Risk Pool Operations

Date: July 01, 2012



Local Government Center

Local Government Center Property-Liability Trust, LLC (PLT)

Summary of Amounts of Protection

FY 2013

Town of New Hampton

Where the term "Applicable Agreement" appears below, it means the Member Agreement (MA) or Educators' Member Agreement (EMA) to which the above Member or School Member subscribes.

Where the term "Applicable Member" appears below, it means the Member or School Member subscribing to the "Applicable Agreement."

Unless otherwise defined in this Summary of Amounts of Protection, all terms used herein that are defined in the Applicable Agreement have the same definition as set forth in the Applicable Agreement.

SECTION - PROTECTION

The "Schedule(s)" as used in this Summary of Amounts of Protection means the schedule(s) of values of property on file with PLT and which may be attached to this Summary of Amounts of Protection. This Summary of Amounts of Protection only addresses limits of protection and is not intended to address terms of protection. Please refer to the Applicable Agreement to determine the extent of available protection.

SCHEDULED AUTOMOBILE/SCHOOL BUSES (MA and EMA at paragraph A.1)	Per Applicable Agreements; see specific terms of paragraph A.1
SCHEDULED FIRE AND OTHER EMERGENCY VEHICLES (MA at paragraph A.2)	Per Applicable Agreement; see specific terms of paragraph A.2
SCHEDULED MOBILE EQUIPMENT (MA at paragraph A.3) (EMA at paragraph A.2)	Per Applicable Agreements; see specific terms of MA paragraph A.3 and EMA paragraph A.2
SCHEDULED FINE ARTS AND RARE PROPERTY (MA at paragraph A.4) (EMA at paragraph A.3)	Per Applicable Agreements; see specific terms of MA paragraph A.4 and EMA paragraph A.3
OTHER SCHEDULED PROTECTED PROPERTY (MA at paragraph A.5) (EMA at paragraph A.4)	Per Applicable Agreements; see specific terms of MA paragraph A.5 and EMA paragraph A.4
CERTAIN UNSCHEDULED PROTECTED PROPERTY (MA and EMA at paragraph B)	Per Applicable Agreements; see specific terms of paragraph B
VALUABLE PAPERS (MA and EMA at paragraph E.10)	\$250,000 per Occurrence; see specific terms of paragraph E.10 of Applicable Agreements
REMOVAL OF CERTAIN PROTECTED PROPERTY (MA and EMA at paragraph F.1)	Per Applicable Agreements; see specific terms of paragraph F.1
DEBRIS REMOVAL (MA and EMA at paragraph F.2)	Per Applicable Agreements; see specific terms of paragraph F.2
ARCHITECT/ENGINEER FEES (MA and EMA at paragraph F.3)	Per Applicable Agreements; see specific terms of paragraphs F.3
NECESSARY EXPENSE FOR REDUCTION OR PREVENTION OF FURTHER PROTECTED LOSS (MA and EMA at paragraph F.4)	Per Applicable Agreements; see specific terms of paragraph F.4

EXTRA EXPENSE TO REPAIR, REBUILD, OR REPLACE REAL PROPERTY OR THE CONTENTS OF REAL PROPERTY THAT IS PROTECTED PROPERTY (MA and EMA at paragraph F.5)	Per Applicable Agreements; see specific terms of paragraph F.5
CODE ENFORCEMENT ADDITIONAL EXPENSE (MA and EMA at paragraph F.6)	Per Applicable Agreements; see specific terms of paragraphs F.6
BUSINESS INTERRUPTION (MA and EMA at paragraph F.7)	\$100,000 per Occurrence; see specific terms of paragraph F.7 of Applicable Agreements
LOSS OF PROPERTY OF OTHERS (MA and EMA at paragraph F.8)	\$50,000 Annual Aggregate Limits per Applicable Agreements; see specific terms of paragraph F.8 of Applicable Agreements
LOSS OF PERSONAL MOTOR VEHICLES USED BY AN EMPLOYEE OR VOLUNTEER OF APPLICABLE MEMBER IN THE COURSE OF ACTIVITY FOR THE APPLICABLE MEMBER (MA and EMA at paragraph F.9)	\$500 per Occurrence; see specific provisions of paragraph F.9 of Applicable Agreements
AUTOMOBILE, MOBILE EQUIPMENT, SCHOOL BUS RENTAL (MA and EMA at paragraph F.10)	Per Applicable Agreements; see specific terms of paragraph F.10
ACCOUNTS RECEIVABLE (MA and EMA at paragraph F.11)	\$250,000 per Occurrence; see specific terms of paragraph F.11 of Applicable Agreements
DEDUCTIBLE APPLICABLE TO ALL SECTION I PROPERTY LOSSES	\$1000 per Occurrence per Applicable Member or School Member
AGGREGATE PER TERM LIMITS FOR ALL MEMBERS COMBINED FOR FLOOD, EARTHQUAKE, VOLCANIC ERUPTION	
TOTAL ANNUAL LIMITS FOR ALL PROPERTY LOSSES IN THE AGGREGATE FOR ALL MEMBERS AND SCHOOL MEMBERS COMBINED REGARDLESS OF THE NUMBER OF OCCURRENCES	
-FLOOD LIMITS	\$100,000,000 (including Flood Zones A & V)
-FLOOD LIMITS IN ZONES A & V	\$25,000,000 (within Flood Limits)
-EARTHQUAKE AND VOLCANIC ERUPTION COMBINED	\$100,000,000
SUBJECT TO THE ANNUAL LIMITS FOR FLOOD, EARTHQUAKE, AND VOLCANIC ERUPTION SET FORTH ABOVE, THE LIMIT UNDER SECTION I FOR ALL PROPERTY LOSSES IN THE AGGREGATE FOR ALL MEMBERS AND SCHOOL MEMBERS COMBINED CAUSED BY AN OCCURRENCE	\$250,000,000

SECTION II - CRIME

PROTECTION UNDER PARAGRAPHS (A) THROUGH (E) INCLUSIVE ARE SUBJECT TO (i) A COMBINED SINGLE LIMIT OF \$500,000 PER LOSS (A LOSS IS DETERMINED AS DESCRIBED IN EACH PARAGRAPH OF SECTION II), (ii) THE APPLICABLE SUBLIMITS BELOW, AND (iii) THE OFFSET FOR PAYMENTS MADE UNDER THE PUBLIC OFFICIALS SCHEDULE BOND (AS SET FORTH IN THE APPLICABLE AGREEMENTS):

MONEY AND SECURITIES (reference paragraph A)	----- \$50,000 per loss.
BLANKET BOND PROTECTION (reference paragraph B)	----- \$500,000 per loss.
PROTECTION FOR FAITHFUL PERFORMANCE (reference paragraph C)	----- \$500,000 per loss.
DEPOSITOR'S FORGERY (reference paragraph D)	----- \$100,000 per loss.
COUNTERFEIT PAPERS (reference paragraph E)	----- \$100,000 per loss.
DEDUCTIBLE	----- \$1,000 per loss.
PUBLIC OFFICIALS SCHEDULED BOND	----- Per Bond Schedule.

SECTION III THIRD PARTY LIABILITY CLAIMS

PROTECTION UNDER SECTIONS III.A, III.B, III.C, III.D, IV AND V IS SUBJECT TO A COMBINED SINGLE LIMIT OF \$5,000,000* IF PROTECTION IS AVAILABLE UNDER MORE THAN ONE OF THESE SECTIONS FOR AN OCCURRENCE OR WRONGFUL ACT ARISING OUT OF THE SAME ALLEGED CONDUCT.

SECTION III LIMITS ARE AS INDICATED IN THE SUMMARY OF AMOUNTS OF PROTECTION UNLESS OTHERWISE SET FORTH IN THE APPLICABLE AGREEMENTS.

SECTION III.A (BODILY INJURY AND PROPERTY DAMAGE) (with no-fault sewer and water main protection included at \$3,500 per claim and an annual aggregate of \$52,500)	\$5,000,000 per Occurrence*
SECTION III.B (WRONGFUL ACTS)	\$5,000,000 per Wrongful Act*
SECTION III.C (EMPLOYEE BENEFITS)	\$5,000,000 per Occurrence
SECTION III.D (LEGAL FEES)	Per Applicable Agreements; see specific provisions of Section III.D

***Limits are subject to reduction per applicable statutory limits under RSA 507-B.**

NO DEDUCTIBLE AND NO ANNUAL AGGREGATE UNLESS OTHERWISE INDICATED IN APPLICABLE AGREEMENT [Sections III, IV & V]

SECTION IV UNINSURED/UNDERINSURED MOTORIST BENEFITS

PROTECTION UNDER SECTIONS III.A, III.B, III.C, III.D, IV AND V IS SUBJECT TO A COMBINED SINGLE LIMIT OF \$5,000,000 IF PROTECTION IS AVAILABLE UNDER MORE THAN ONE OF THESE SECTIONS FOR AN OCCURRENCE OR WRONGFUL ACT ARISING OUT OF THE SAME ALLEGED CONDUCT.

UNINSURED/UNDERINSURED MOTORIST BENEFITS	\$150,000 per person and \$500,000 per Occurrence
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NO DEDUCTIBLE AND NO ANNUAL AGGREGATE UNLESS OTHERWISE INDICATED IN APPLICABLE AGREEMENT [Sections III, IV & V]

SECTION V - MEDICAL EXPENSES

(MEDICAL EXPENSES)

Per Applicable Agreements,
see specific provisions of
Section V.*

***Limits are subject to reduction per applicable statutory limits under RSA 507-B.**

NO DEDUCTIBLE AND NO ANNUAL AGGREGATE UNLESS OTHERWISE INDICATED IN APPLICABLE AGREEMENT
[Sections III, IV & V]

EXCESS LIMITS

IF EXCESS LIMITS ARE PURCHASED, THE COMBINED SINGLE LIMIT OF PROTECTION UNDER SECTIONS
III.A, III.B, III.C, III.D, IV AND V IS INCREASED BY THE AMOUNT OF THESE STATED EXCESS LIMITS.

EXCESS (ADDITIONAL) LIMITS

\$0 Million per Occurrence or Wrongful Act

Attachment A
2011 Aquatic Resource Mitigation Fund Grants

Applications and Rankings

#	Grant Applicant	Location/Town	Total Score
1	The Town of New Hampton	Baird Conservation Land, Meredith	50

(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
Tim Drew	NHDES, Public Information & Permitting Office	Administrator	30
Melissa Coppola	NH Dept. of Resources & Economic Development	Administrator	12
Nancy Rendall	NH Association of Natural Resource Scientists	Vice President	28
Michael Marchand	NH Fish and Game Department	Senior Biologist	13
Tracey Boisvert	Office of Energy and Planning	CLSP Director	22
Doug Bechtel	The Nature Conservancy	Director Freshwater Science & Conservation	13