New Hampshire
Department of Agriculture,
Markets & Food

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Shawn N. Jasper, Commissioner

April 21, 2021

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

REQUESTED ACTION

Authorize the New Hampshire State Conservation Committee (SCC) to enter into a grant with Belknap County Conservation District, Laconia, NH, Vendor Code 154869-B001, in the amount of $15,552.00 for *Restoration of Hurd Brook and Alton Culvert Assessment,* project in the Town of Alton, Belknap County, effective upon Governor and Council approval through April 30, 2023. 100% Other Funds.

Funding is available in account, Soil Conservation, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified, pending FY 22 & 23 budget approval.

Funding is available in the Conservation Number Plate account as follows:
02-18-18-184500-28600000 SOIL CONSERVATION

OBJECT CLASS	ACCOUNT	FY 2022	FY 2023	TOTAL
073-500581	Grants – State	$7,776.00	$7,776.00	$15,552.00

EXPLANATION

The State Conservation Committee (SCC) in fulfillment of its responsibilities under the Conservation Number Plate grant program, RSA 261:97-c III(a), wishes to provide grant funds to Belknap County Conservation District to perform certain tasks as enumerated in Exhibit B for the purpose of creating a stream restoration area in Hurd Brook demonstrating best management practices to improve water quality and habitat for Eastern brook trout and related species. The SCC is confident that the grantee possesses the necessary staff and resources to effectively carry out the duties imposed by this grant.

Respectfully submitted,

Shawn N. Jasper
Commissioner

Office of Commissioner 25 Capitol Street PO Box 2042 Concord, NH 03302-2042
www.agriculture.nh.gov/divisions (603) 271-3551 Fax: (603) 271-1109
TDD Access: Relay NH 1-800-735-2964

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 State Conservation Committee		1.2 State Agency Address P.O. Box 2042 Concord, NH 03302	
1.3 Contractor Name Belknap County Conservation District Vender Code: 154869- B001		1.4 Contractor Address 64 Court Street Laconia NH 03246	
1.5 Contractor Phone Number 414-258-3287	1.6 Account Number 2860 - 500581	1.7 Completion Date 4/30/2023	1.8 Price Limitation $15,552.00
1.9 Contracting Officer for State Agency Deirdre Brickner-Wood, SCC Grant Administrator		1.10 State Agency Telephone Number 603-271-3551	
1.11 Contractor Signature Donna Hepp Date: 3/14/21		1.12 Name and Title of Contractor Signatory Donna Hepp Chair, Board of Supervisors	
1.13 State Agency Signature Shawn N. Jasper Date: 3/18/21		1.14 Name and Title of State Agency Signatory Shawn N. Jasper Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: */s/ Stacie M. Moeser* On: March 20, 2021			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials DH
Date 3/14/21

2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 80:7c 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of

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Date 3/18/21

any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91A or other existing law. /Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property

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damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

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Date 3/14/21

Exhibit A
Special Provisions

There are no modifications, deletions or additions to the General Provision of this form.

Exhibit B
Scope of Services

The Belknap County Conservation District shall perform the following tasks as described below and detailed in the proposal titled *Restoration of Hurd Brook and Alton Culvert Assessment* in the Town of Alton, Belknap County, NH, dated September 10, 2020:

Task 1. Complete stream restoration on Hurd Brook, Town of Alton, to improve Eastern brook trout and aquatic species habitat, reduce sediment load and improve stream resiliency to storm events, and serve as conservation demonstration sites. Complete restoration of approximately 0.8 miles, plus or minus, of Hurd Brook Restoration through large wood additions instream. Provide documentation of on-site improvements. SCC grant funds will support contracting services to complete installation of improvements, and associated staff costs for outcomes.

Task 2. Complete assessment of up to ten culverts for storm water capacity or barriers to aquatic organism passage. Provide culvert assessments to the Town of Alton. Provide assessment report and documentation. SCC grant funds will support contracting services to complete installation of improvements, and associated staff costs for outcomes.

Task 3. Provide the following for project outreach and close-out:

a. Complete additional stream restoration Hurd Brook conservation demonstration area. Matching Funds will support this task.

b. Complete Hurd Brook Restoration outreach and demonstration to stakeholders, and development of a site monitoring program. Matching Funds will support this task.

c. Implement outreach and public awareness program, provide documentation of relevant publications. All outreach materials produced for public distribution shall include the NH State Conservation Committee Moose Plate logo and acknowledgment the project was funded by the NH State Conservation Committee Conservation Moose Plate Grant Program.

d. Provide at least one project photograph (JPG) for NH State Conservation Committee use.

e. Install and/or display, as appropriate to the project, the NH State Conservation Committee Moose Plate sign, provided by the NH State Conservation Committee. Provide a dated photograph of displayed sign.

f. Submit final report in the NH State Conservation Committee format provided. Submit the final report and all attachments as instructed by the State Conservation Committee.

Subcontract Provision
The Grantee may subcontract the services described in the Tasks to entities that are qualified and appropriately licensed to conduct such activities.

Exhibit C
Contract Price and Method of Payment

All services shall be performed to the satisfaction of the NH State Conservation Committee (SCC) before payment is made. All payments shall be made upon receipt and approval of stated outputs and completion of the project.

Payment shall be made in accordance with the following schedule based upon completion of specific tasks described in Exhibit B:

Upon Completion and SCC approval of Task 1	$12,392.00
Upon Completion and SCC approval of Task 2	$ 2,660.00
Upon Completion and SCC approval of Task 3	$ 500.00
Total	$15,552.00

Contractor Initials DLH
Date 3/8/21

CERTIFICATE of AUTHORITY

I, Dean Anson (Certifying Officer Name), BCCD Board of Supervisors (Certifying Officer Title) of the Belknap County Conservation District (Grantee Name) do hereby certify that:

1. I am the duly elected Supervisor on the Board of Supervisor (Certifying Officer Title);

2. At the meeting held on this date_____, the _____(Grantee Name) voted to accept New Hampshire State Conservation Committee funds and enter into a contract with the New Hampshire State Conservation Committee, Department of Agriculture, Markets and Foods;

or

2. The Belknap County Conservation District (Grantee Name) has agreed to accept New Hampshire State Conservation Committee funds and to enter into a contract with the NH State Conservation Committee, Department of Agriculture, Markets and Foods;

3. The Belknap County Conservation District (Grantee Name) further authorized the Chair, Board of Supervisors (Officer Title) 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:

Donna Hepp
Print (Officer Name)

Chair, Board of Supervisors
Print (Officer Title)

6. I have hereunto set my hand as the

[signature]
Sign (Certifying Officer Name)

3/14/21
Date Signed:

Dean Anson II, Supervisor
Print (Certifying Officer Name)

Supervisor, BCCD Board
Print (Certifying Officer Title)

Belknap County Conservation District (BCCD)
BCCD Board of Supervisor (BOS) Monthly Meeting
Meeting Date: March 4, 2021 – 5:00 to 6:30 PM
Special Meeting Vote on March 14th through poll of Board
Location: Zoom Meeting
Prepared by: Lisa Morin, BCCD Coordinator

DRAFT
Non-approved meeting minutes

Present: Donna Hepp, Chair; Dean Anson, Supervisor; Jessica Bailey, Supervisor; Ken Kettenring, Associate Supervisor
Staff: Nels Liljedahl, District Conservationist; Lisa Morin, BCCD Program Coordinator; Amelia Kaufhold, Volunteer Coordinator

Meeting called to order by Chair, Donna Hepp.

Monthly Business

Agenda – The Board was in consensus on content of the meeting agenda.
Minutes – Ken moved to accept the minutes of February 2021 BCCD Board of Supervisors' meeting. Jess seconded the motion and it passed unanimously.
Financial Update –

- Lisa gave a quick overview of account balances. She reported she transferred money from the checking account to the payroll account to cover the remaining pay periods in March and submitted an invoice to the County for reimbursement of the first quarter of 2021. Lisa will reimburse the checking account when she deposits the County check. Donna reported that there will be enough grant funding from administration fees in 2021 to cover Lisa's salary but that the timing of grant funds reimbursement does not always align with payroll spending.
- Donna reported that BCCD's grant funding strategy includes applying for some short term grants and a 3 year grant.
- Donna is planning to have BCCD put out a fund drive letter but would like to wait until BCCD's website upgrade is completed at the end of March. The new website should have a 'donate' button, making it possible to contribute to BCCD on-line.
- Donna will be buying hats with the BCCD logo for everybody.
- Dean and Donna will meet with a Notary Public to sign paperwork needed to accept the Mooseplate grant awarded to BCCD.

Chairman Updates –

- Prior to the meeting via email Donna shared a summary on current projects and programs.
- On March 8th BCCD will host an Open House via Zoom starting at 6 PM. She encourages everyone to attend. The purpose of the Open House is to promote BCCD, celebrate our 75th year, and help to make contacts with interested individuals who may wish to assist BCCD, and/or serve on the Board, in the future. Donna reminded the Board that Erin Mastine has resigned as a full Supervisor and now serves as an Associate Supervisor. She said it would be nice if BCCD could bring a nomination for her vacated position to State Conservation Committee by its next meeting. The Board entered a discussion of local examples where high school students serve on Boards and/or Commissions. Dean suggested a business major student could shadow and assist Lisa during the Tree Sale. The question was asked if there is a minimum age to serve as a Conservation District Associate Supervisor.
- On March 12th in Hillsborough County, NH Governor Sununu will honor NH Conservation Districts 75th Anniversary with a public proclamation. The NRCS State Conservationist will be there along with several classes of elementary children from a Hillsborough area school.

- Donna reported she attended the virtual National Association of Conservation Districts (NACD) 2021 Annual Meeting. The NACD leadership passed five resolutions focused on carbon sequestration and the importance carbon markets may play to farmers in the future. There is a potential for Conservation Districts to be the required neutral third party needed by farmers to access a carbon market account. She encouraged BCCD Board members to sign up for the free NACD e-newsletter with weekly updates.
- Donna reported that, in her position as State Conservation Committee Chair, she is meeting with the President of the NHACD and the President of the Conservation District Employees Association to clarify the functional roles of each of the three organization and how to best support each other and maintain clear communications. NRCS is being kept in the loop as questions arise. Morin mentioned that NHACD has asked that all Board Meeting minutes be sent to them under the Right-to-Know Law as part of efforts to increase communication.
- Donna reminded the Board about the Zoom in Conservation series being presented by the NHACD on the first Wednesday of every month at 7PM via Zoom. The presentation on April 7th will focus on the roles and function of conservation organizations in New Hampshire.
- The NH Envirothon will be a virtual event this year and sign-ups will accepted through the end of April. The wildlife team has need of additional members so if you know of anyone who may be interested please let Donna know. Jess recommended a colleague of hers.

Volunteer Coordinator's Update-

- Amelia is working with Matt Coughlan of the Carroll County Conservation District to develop a new website for BCCD. She gave a visual 'walk through' of the incomplete draft website and encouraged input from the Board. Amelia is reaching out to multiple sources to help provide Belknap County based images and content for the website. Dean suggested several organizations that may share pictures with Amelia and Jess mentioned a photographer she knows who uses a drone for aerial photography. The old website is still active until the end of March and then the new website will go live. This transition will be less expensive that BCCD's current arrangement with the Techra company and give BCCD complete control of how and when content is presented on the website. The three BCCD domain names reserved by Techra will be transferred to BCCD.

(Note: Ken leaves the meeting at 6 PM)

Reports

NRCS –

- Nels reported he is waiting to leave for Palau. He is unable to get a date certain based on travel restrictions and changing airline policies. Kelly Eggleston will be Acting District Conservationist while he is gone.
- A number of staff have been hired to fill vacant positions so workload issues are improving.

The next BCCD Board Meeting is scheduled for April 1, 2021 from 5 to 6:30 PM. This will be a virtual meeting.

SPECIAL MEETING VOTE on March 14th – On March 9th Donna shared a copy of the 2021 SCC Mooseplate Hurd Brook Stream Restoration and Alton Culvert Assessment grant contract with the Board. She requested action by the Board to authorize acceptance of this grant and if approved, for Donna to sign the grant contract on behalf of the Board. Board members were polled and Yes votes were made by Dean Anson, Jamie Irving, Jessica Bailey and Acting Board member Ken Kettenring. Donna voted in favor of accepting the grant, but abstained from approving herself as the signer. The voting was finalized on March 14th. Donna signed the

grant and Dean certified her as signer on March 14, 2021. The signed SCC grant package will be submitted on March 15, 2021 for approval by Governor and Council.

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Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Belknap County Conservation District 64 Court Street Laconia, NH 03246	597	NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits (NH Statutory Limits May Apply If Not)	
X	General Liability (Occurrence Form)	7/1/2020	7/1/2021	Each Occurrence	$ 5,000,000
	Professional Liability (describe)			General Aggregate	$ 5,000,000
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
X	Automobile Liability Deductible Comp and Coll: $1,000	7/1/2020	7/1/2021	Combined Single Limit (Each Accident)	$5,000,000
	Any auto			Aggregate	$5,000,000
X	Workers' Compensation & Employers' Liability	7/1/2020	7/1/2021	X Statutory	
				Each Accident	$2,000,000
				Disease – Each Employee	$2,000,000
				Disease – Policy Limit	
X	Property (Special Risk Includes Fire and Theft)	7/1/2020	7/1/2021	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: $1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	☐ Additional Covered Party	☐ Loss Payee	Primex³ – NH Public Risk Management Exchange
NH State Conservation Committee 25 Capitol St, 2nd Floor PO Box 2042 Concord, NH 03302-2042			By: Mary Beth Purcell Date: 3/4/2021 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax