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New Hampshire
Department of Agriculture, Markets & Food

Shawn N. Jasper, Commissioner

April 28, 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 Upper Saco Valley Land Trust, Vendor Code 265745, in the amount of $24,000.00 for *Pine Hill Community Forest Expansion Project* in the Town of Conway, Carroll 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	$12,000	$12,000.00	$24,000.00

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 Upper Saco Valley Land Trust to perform certain tasks as enumerated in Exhibit B for the purposes of permanently protecting 134-acres as an addition to the Town of Conway's Pine Hill Community Forest. 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 Upper Saco Valley Land Trust Vender Code #265745		1.4 Contractor Address PO Box 2233 Conway, NH 03818	
1.5 Contractor Phone Number 603-662-0008	1.6 Account Number 28600 - 500581	1.7 Completion Date 4/30/2023	1.8 Price Limitation $24,000.00
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 Date: May 25, 2021		1.12 Name and Title of Contractor Signatory Doug Burnell President	
1.13 State Agency Signature Date: 4/21/21		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: May 7, 2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DCB
Date 5/25/2021

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 80:7-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 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 any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials AB

Date 3/25/2021

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 91-A 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 damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise

Contractor Initials _____

Date 2/25/2021

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.

Contractor Initials KJeb
Date 3/25/2021

Exhibit A
Special Provisions

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

Exhibit B
Scope of Services

The Upper Saco Valley Land Trust shall perform the following tasks as described below and detailed in the proposal titled *Pine Hill Community Forest Expansion Project* in the Town of Conway, Carroll County, NH, dated September 10, 2020:

Task 1: Complete the fee acquisition on a parcel totaling 134-acres, more or less, known as the Pine Hill Expansion property (Kennett Company), located in the Town of Conway, NH.

a. Provide the following for the Pine Hill Expansion property:
   i. Recorded property fee deed to the Upper Saco Valley Land Trust.
   ii. Executive summary of a property appraisal.
   iii. Property Settlement Statement.

b. 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.

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

d. Install and 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.

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

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	$24,000.00
Total	$24,000.00

Contractor Initials DCB
Date 3/25/2021

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 UPPER SACO VALLEY LAND TRUST is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 15, 2000. 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: **359278**

Certificate Number: **0005349669**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of April A.D. 2021.

William M. Gardner
Secretary of State

CERTIFICATE of AUTHORITY

I, Susan C. Nichols (Certifying Officer Name), Secretary

(Certifying Officer Title) of the Upper Saco Valley Land Trust (Grantee Name)

do hereby certify that:

1. I am the duly elected Secretary (Certifying Officer Title);
2. At the meeting held on this date 3/15/2021, the Upper Saco Valley Land Trust (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;
3. The Upper Saco Valley Land Trust (Grantee Name) further authorized the President (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:

Douglas C. Burnell
Print (Officer Name)

President
Print (Officer Title)

6. I have hereunto set my hand as the

Susan C. Nichols
Sign (Certifying Officer Name)

4/15/2021
Date Signed:

Susan C. Nichols
Print (Certifying Officer Name)

Secretary
Print (Certifying Officer Title)

BOARD MEETING MINUTES

UPPER SACO VALLEY LAND TRUST

March 15, 2021

Zoom Virtual Meeting

Board Members present: Meghan Moody, Sue Nichols, Doug Burnell, Ann Bennett, Anne Pillion, Peter Benson, Alex Drummond, Mark Dindorf, Rebecca McReynolds, Lindsay Kafka

Absent: Dan Stepanauskas

Staff present: William Abbott, Jeff Sires

Doug Burnell called the meeting to order at 5:35pm

- **Ann P. made a motion that the Consent Agenda be adopted with the following items to be approved: The Treasurer's Report from 2/28/21 and the Land Projects Update document from staff. Mark seconded the motion; the motion passed unanimously. Revised minutes of the 2/15/2021 meeting with Doug's edits have been distributed. Mark made the motion that the revised minutes be adopted. Rebecca seconded the motion.** William questioned whether the discussion regarding the Jedi Committee was to actually start a new committee and draft a new land acknowledgement statement or rather to welcome additional members to the committee and to revise the land acknowledgement statement. Lindsay stated that the vote taken at the February meeting was to take two additional months to revise and finalize the statement for presentation at the April meeting. Mark stated that the working group would welcome new members. William revised the minutes to reflect these changes. **The motion passed; Peter abstained due to his absence from the 2/15/21 meeting.**

JEDI COMMITTEE

- Lindsay reported that the working group has already met regarding the revised land acknowledgement statement and they will be ready to present the statement at the next board meeting. Lindsay stated that it was extremely beneficial to having staff involved with the committee. They have become aware of the importance of a land acknowledgement statement to show our diversity and inclusion particularly for funders such as the Onion Foundation.

DEVELOPMENT COMMITTEE

- Ann Bennett stated that the work of the development committee is beginning to converge with the capital campaign committee in terms of planning the Annual Meeting and the public phase of the capital campaign. There will be many events focusing on the Dundee and Pine Hill properties throughout the public phase and we will need all board members to help make these events successful.
- The content of the annual report is essentially complete. The report will be in mail boxes by mid-April – at least two weeks prior to the Annual Meeting.

- Meghan asked about the timing of Arts Celebrate Place and the need to confirm dates and details. Ann stated that decisions will be made during April. Venues need to be identified and confirmed – including the Oxford House. Lindsay questioned whether there is enough "manpower" to coordinate ACP. William stated that he felt there is sufficient manpower but welcomes additional volunteers.

SACo COMMITTEE

- Anne Pillion welcomed Jeff Sires to the USVLT team.

- Anne stated that the Committee is in the recruitment phase for potential Board members. The committee intends to have a slate prepared for the April Board meeting. Peter knows Joe McMurdo-Minnich and will follow up with him. The other candidates include Tucker Gordon, Jennifer Richardson, and Megan-Mack DeRaspe. The interview team includes Sue, Anne P, Doug and William. If anyone wants to join the interview team, please let Anne know. Mike Dana and Jeremy Angel are "no" at this time due to other commitments. Staff has also queried the membership list for Maine residents to see if there are other potential members. Anne will send out the list to everyone to see if anyone knows people on the list.

- In the effort to make the strategic action plan more active, SACo has identified succession planning as a topic to review. It's in Section 7 of our Strategic Goal Tracking Spreadsheet and was discussed at the last Board Retreat though not much has been accomplished since. Doug has notes from a workshop he attended that he will share and Rebecca has sent around a template. William stated that a succession planning policy is considered to be "a best practice" but not a requirement for re-accreditation by LTA. There are a number of follow-up items that need to be addressed before April 21st for the re-accreditation; however, the majority of the items relate to conflict of interest. Anne questioned whether succession planning would be a board or staff responsibility. William stated that staff has not addressed it and Rebecca stated that succession planning is typically a board responsibility. Doug will work with Anne to restart this the discussion relating to a succession planning policy.

- Board education is also a responsibility of the SACo committee. William has distributed information on two upcoming opportunities including the *Saving Special Places 2021* through the NH Extension Service and the Annual Maine Land Trust Conference – both are virtual events. In the board meeting agenda, there is a link along with a password for the Maine Land Conference. It is scheduled for a week on, followed by a week off, for several weeks. None of the sessions are repeated; however, they are being recorded. The list of sessions is being revised on a continuing basis. Ben Cosgrove is performing this coming Friday. There is also a session by First Light which focuses on indigenous acknowledgement. The NH conference – SSP is only scheduled for April 9th and 10th and requires a special app. There are no breakout sessions. The first session "Exploring Wabanaki Maine History" is limited to 50 participants and will fill quickly. If anyone is interested in participating, please let William or Aimee know. As far as William knows, these sessions will not be recorded. USVLT is a contributor to the

program. At this point, only one slot is available; however, there are funds in the budget available for board education should a board member like to attend.

EXECUTIVE DIRECTOR'S REPORT

- William has updated the gift agreement template along with the gift acceptance policy. Neither document has gone before the Development Committee. The template is very similar to the document that Peter had drafted. A donor would sign the gift agreement and would be provided a copy of the gift acceptance policy (an internal document). A board approved agreement template eliminates the need for the Board to approve each individual gift. The document also outlines how an agreement between a donor and USVLT may be terminated. Meghan questioned about what is in place for vetting donors ahead of time. Peter stated most agreements are made on a "good faith" basis and that's why its critical to have both documents in place.

  The draft policy is a hybrid of William's suggestions, a policy from the Maine Heritage Trust and another from the Carlisle School Scholarship Fund. The gift acceptance policy includes a donor relations policy that addresses concerns such as a donor wanting to remain anonymous, the reasons for having donor professional advisors and the purpose of USVLT advisors, reasons for not accepting a gift, and the types of gifts accepted without review and those that require board approval. A named fund requires a minimum gift of $100,000. Guidelines are provided for both for the donation of conservation easements and monetary gifts. Specific guidelines on tax deductibility indicate the donor's responsibility. There is an "escape clause" to cancel the agreement should a donor receive bad publicity. Further guidelines specify that USVLT will not serve as a charitable gift annuity trust

  Anne P. questioned whether any of the language in the draft policy would conflict with other USVLT policies. William stated that there are no conflicts. The policy covers gaps in other existing policies. Lindsay pointed out that the policy would address future donations, not past donations. These policies are not related to re-accreditation, so there is no time crunch for review and adoption. Lindsay will review the draft. Rebecca and Ann agreed that the two documents should be adopted by the Board rather than the Development Committee. Sue suggested that the documents be presented to the Development Committee for review; however, actual adoption should be a board responsibility. Lindsay stated that its good to have a policy in place in case a donor requests something from USVLT – its far easier to refer to an existing policy.

- A new farmers' market has started and they have requested USVLT to serve as their fiscal agent in order to apply and receive grants. The market would have their own bank account and would be responsible for reporting back to USVLT on a monthly basis. The market will be on Tuesday evenings and won't be competing with area Saturday markets. Several people involved already have a history with USVLT. The organization is currently applying for two grants at this point. USVLT would review the grant applications. Peter stated that the market fits within the USVLT mission and recommends that USVLT charge 5%. USVLT will request

copies of the signed liability waivers of all vendors. William does not feel that USVLT will compete with the market for any grants this season. **Mark moved for USVLT to serve as the fiscal agent for the market with a 5% fee. Meghan seconded the motion.** Lindsay questioned whether the staff has the capacity to include this project. William stated that the market could provide a great opportunity to promote USVLT this summer. **The motion passed unanimously.**

- The capital campaign is going great. The amount raised to date is $1,880,315 or 65% of the overall goal. The Fidelity application for $300,000 has been submitted. Other details on the campaign are in the Board packet.
- USVLT has an angel buyer who is selling property in Massachusetts. She has looked at three properties in the USVLT area and has settled on the Low property in Eaton. Purchasing this property and donating it to USVLT will prevent the property from being developed and help to preserve the view from Foss Mountain. It is adjacent to the Marquis property. The project may be fast tracked and completed by the end of 2021. There will be no financial obligation for USVLT.

LAND COMMITTEE

- The Land Committee has recommended that the letter of intents for the four Dundee Community Forest match properties (Windy Hill, Lloyd, Marquis Kent Hill and Tilney) be approved. **Mark moved to approve the letters of intent. Sue seconded the motion. The motion passed unanimously.**
- **Mark made a motion to accept the Moose Plate Grant Agreement and to authorize Doug to sign on behalf of USVLT as the contractor. Rebecca seconded the motion. The motion passed unanimously.**
- William explained the cost of the survey for the Windy Hill property is high due to numerous complications with the deeds not matching the parcel boundaries. This will eventually be a cost savings when it comes time to survey the Dundee property as there are common boundaries. The Land Committee recommended the contract. **Mark made the motion to approve the contract for Ammonoosuc Survey to complete the survey of the Windy Hill property. Lindsay seconded the motion. The motion passed with Meghan abstaining.**
- The Land Committee has recommended that the Board vote on the "Bun Lucy Farm" project to enable staff to allocate time and resources on the project. The property is adjacent to the Lucy Farm and Gaudette properties. **Mark made a motion to move ahead on the project and Rebecca seconded the motion.** The family will be working on a subdivision of five acres over the next year. If the family incurs survey costs for the subdivision this year prior to the involvement of USVLT, then there could possibly be a reduction in the sales price of the easement. **The motion passed with Sue abstaining.**
- The land committee is now splitting its meeting to address ongoing land projects followed by updating the strategic conservation plan. Peter Howe will be focusing on the plan. The land committee meets the first Tuesday of the month at 4:30 and everyone is invited.

PRESIDENT'S REPORT

Jeff reported that he attended his first Pine Hill Community Forest Management meeting to discuss the proposed summer work including the Rec Path resurfacing and the Ravine Trail construction. The Ravine Trail construction is being overseen by USVLT and work will be completed by WMTC. Additional funding has been received for the bridge; however, there are still some questions regarding how the Ravine trail will connect with the rec path. The rec path resurfacing project will be funded by the Recreational Trails Program (RTP). For any contract greater than $10,000, using RTP funding, a minimum of three bids are required. USVLT also cannot expended any funds prior the official approval from RTP. Jeff has already notified Matt Coughlin of the new requirements which will delay any forthcoming contract. An RFP is required and the staff will be working on such over the next few weeks.

The meeting adjourned at 7:41 PM.

Next meeting will be April 19th at 5:30 pm.

UPPESAC-01 AHILL

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/21/2021

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).

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Chantilly-Alliant Ins Svc Inc.
4530 Walney Rd Ste 200
Chantilly, VA 20151-2285

CONTACT NAME: Anna Hill
PHONE (A/C, No, Ext): (703) 397-0977 FAX (A/C, No): (703) 397-0995
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Federal Insurance Company	20281
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Upper Saco Valley Land Trust
PO Box 2233
Conway, NH 03818

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			36059919	8/1/2020	8/1/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ Included
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			36059919	8/1/2020	8/1/2021	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			9365-10-61	8/1/2020	8/1/2021	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A		(21) 7177-71-14	8/1/2020	8/1/2021	E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

NH State Conservation Committee
PO Box 2042
Concord, NH 03302-2042

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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