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New Hampshire
Department of Agriculture,
Markets & Food

Shawn N. Jasper, Commissioner

April 20, 2022

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 amend the grant agreement **retroactively** with the Five Rivers Conservation Trust, Concord NH, Vendor Code 156600-B001 for the *Five Rivers Conservation Trust - Planning for Strategic Land Conservation* modifying the grant completion date from December 1, 2021 to December 1, 2023, effective upon Governor and Council approval. The original grant agreement was approved by Governor and Council on May 20, 2020, item #31. No additional funds are needed. **100% Other Funds** – State Conservation Committee.

EXPLANATION

The Five Rivers Conservation Trust received a grant to complete a strategic land conservation plan for the greater capital seventeen-town region in Merrimack, Belknap and Hillsborough Counties. The project was planned to be completed by December 1, 2021, however due to unforeseen delays due to COVID, the project will be completed by December 1, 2023. The Five Rivers Conservation Trust intends to complete the project within the requested grant extension period. 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 Jasper
Commissioner

Amendment of Contract

The NH State Conservation Committee Department of Agriculture, Markets and Foods and Five Rivers Conservation Trust hereby mutually agree to amend the contract for *Five Rivers Conservation Trust - Planning for Strategic Land Conservation* originally approved by the Governor and Executive Council on May 20, 2020, #31 as follows:

1. Amend General Provision 1.7, Completion Date, from "12/1/2021" to "12/1/2023"; and
2. All other terms and conditions of the original contract shall remain the same in full force and effect as originally set forth; and
3. This amendment is retroactive, and subject to approval by the Governor and Executive Council.

IN WITNESS WHEREOF, the parties hereto have set their hands.

Five Rivers Conservation Trust

Elizabeth Shott Elizabeth H. Shott
NAME

3/18/2022
Date

Executive Director
Title

Department of Agriculture, Markets and Foods

Shawn Jasper
Shawn Jasper, Commissioner

3/25/22
Date

Approved as to form, substance, and execution

/s/ Stacie M. Maeser
Attorney General's Office

April 7, 2022
Date

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 FIVE RIVERS CONSERVATION TRUST is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 13, 1988. 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: **136984**

Certificate Number: **0005676616**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of February A.D. 2022.

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

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name:	FIVE RIVERS CONSERVATION TRUST	Business ID:	136984
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	12/13/1988	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	12/13/1988		
Principal Office Address:	10 Ferry Street, #311-A, Concord, NH, 03301, USA	Mailing Address:	10 Ferry Street, #311-A, Concord, NH, 03301, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2020
		Next Report Year:	2025
Duration:	Perpetual		
Business Email:	liz@5rct.org	Phone #:	NONE
Notification Email:	liz@5rct.org	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / ACQUISITION, CONSERVATION, MANAGEMENT, DISPOSITION OF LAND AROUND CONCORD	

Principals Information

Name/Title

Business Address

Maura Adams / Chairman of the Board of Directors

40 Thurston Pond Rd, Deerfield, NH, 03037, USA

Michael Hvizda / Other Officer

11 Washington St, Concord, NH, 03301, USA

Catherine Menard / Treasurer

83 Auburn St, Concord, NH, 03301, USA

Robert Cotton / Secretary

13 Pond Place Lane, Concord, NH, 03301, USA

Tracey Boisvert / Director

8A Lyndon St, Concord, NH, 03301, USA

< Previous ... 1 2 ... Next > Page 1 of 2, records 1 to 5 of 10 Go to Page

Registered Agent Information

Name: Not Available

Registered Office Not Available

Address:

Registered Mailing Not Available

Address:

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number **Trademark Name**

Business Address

Mailing Address

No records to view.

[Filing History](#)

[Address History](#)

[View All Other Addresses](#)

[Name History](#)

[Shares](#)

[Businesses Linked to Registered Agent](#)

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NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us](#)

[\(/online/Home/ContactUS\)](#)

CERTIFICATE of AUTHORITY

I, Maura Adams (Certifying Officer Name), Board Chair (Certifying Officer Title) of the Five Rivers Conservation Trust (Grantee Name) do hereby certify that:

1. I am the duly elected Board Chair (Certifying Officer Title);
2. The Five Rivers Conservation Trust (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 Five Rivers Conservation Trust (Grantee Name) further authorized the Executive Director (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:

Elizabeth Short
Print (Officer Name)

Executive Director
Print (Officer Title)

6. I have hereunto set my hand as the

Maura Adams
Sign (Certifying Officer Name)

Date Signed: 3/18/2022

Maura Adams
Print (Certifying Officer Name)
Board of Trustees, Chair
Print (Certifying Officer Title)

FIVE RIVERS CONSERVATON TRUST
Minutes—Board of Trustees Meeting
Monday, January 28, 2019 5:00 pm-7:32 pm
Sulloway & Hollis, 29 School Street, Concord, NH 03301

Board Members Present: Richard Head, Chair; Maura Adams, Vice-Chair; Mike Shearin, Treasurer; Bob Cotton, Secretary; Bonnie Christie; Mike Lehman; Kathy Barnes; Steve Blackmer; Michele Roberge; Rich Cook; Sarah Thorne; Carolyn Koegler Miller (arrived 5:20 pm); Wayne Stadelmann (arrived 5:50 pm); and, Jeanne Herrick.

Absent: Kathy Barnes

Staff: Beth McGuinn and Alyson Scheiderer.

Mr. Head opened the meeting by asking each of the Trustees to briefly introduce themselves to Ms. Scheiderer and to describe their roles with 5RCT.

Following the introductions, Mr. Head invited Trustees to share what they had been hearing about 5RCT. He reported that he has spoken with Don Bruggerman at The Works who has been very supportive of 5RCT. Ms. Roberge mentioned that her daughter and friends on her ski team had expressed interest in helping with volunteer activities. Mr. Cook mentioned the favorable press on the Children's Brook easement and that several people in Warner including the donors were very happy about the easement and press coverage. Ms. Thorne reported that the donors of the Wilson-Sapiro easement were very happy that the easement had closed as scheduled. Ms. Adams mentioned that she had been approached by 40 under 40. Mr. Shearin mentioned that there appeared to be strong interest in the Film Fest and Ms. McGuinn reported on a \$500 gift.

Mr. Head next asked for comments or corrections on the **minutes of the November 26, 2018 Board of Trustees Meeting**. There being no comments or corrections, Mr. Blackmer moved acceptance of the minutes and Mr. Shearin seconded the motion. There being no further discussion, the Board of Trustees **voted unanimously in favor of the motion**.

Ms. McGuinn then provided her Executive Director's report. With respect to the Annual Appeal she

Redacted

Ms. McGuinn continued with her report noting that the on-boarding of Ms. Scheiderer is the most important thing that had happened in the last month. She also reported that Ms. Christie had managed to get all of the monitors to turn in their inspection reports and she thanked her for her diligence in that

regard. She noted that the articles in the paper about the new easements had been received favorably and reported that the parents of the children featured in the Children's Brook article had been thrilled to have their children's pictured. Ms. McGuinn reported that development of the Conservation Plan will be one of the first things on Ms. Scheiderer's agenda and noted that on February 11th there will be a meeting about high level mapping for the Pan. She went on to report that Saving Special Places is scheduled to occur on April 6th and that there is money in the budget for Trustees who wish to attend. She reported that a fundraising breakfast is being scheduled for April 13th. Ms. Thorne also reported that the speaker for the Annual gathering will be the Executive Director of the Hubbard Brook Foundation. Finally, Ms. McGuinn reported that \$3150 had been raised for the Wilson-Sapiro project in Gilmanton which exceeded the \$2500 which had been hoped to be raised.

Ms. McGuinn then reported to the Trustees that 5RCT had received a \$20,000 Moose Plate grant. Mr. Shearin **moved that the Board of Trustees of the Five Rivers Conservation Trust agree to accept the \$20,000 of NH State Conservation Committee (Moose Plate) funds and to enter into a contract with the NHSCC. The Board further authorizes the Executive Director to execute any documents which may be necessary for this contract.** Mr. Blackmer seconded the motion where upon the Board of Trustees **voted unanimously in favor of the motion.**

Ms. McGuinn next requested that the Board consider a **resolution granting Land Conservation signature authority.** Discussion ensued concerning the granting of such authority based on preliminary vs. final votes relating to conservation projects and a consensus was reached that the signing of deeds should only occur after final votes of approval. Based on the discussion, Mr. Cotton **moved that the Board of Trustees of the Five Rivers Conservation Trust authorize the organization's then current chair, vice chair or executive director to sign documents related to any approved conservation project, including grants and applications, in order to complete conservation projects consistent with the Board of Trustee's vote of approval for said conservation project.** Mr. Lehman seconded the motion. There being no further discussion, the Board of Trustees **voted unanimously in favor of the motion.**

Mr. Cook then reported to the Trustees on a proposed addition of land to the already existing Backwoods easement which lies between the Walker State Forest and the Winant Park property in Concord. Ms. McGuinn noted that the existing easement documents would be rewritten to add the property and it was noted that the deeds will go to the NH Attorney General's Office for approval. Following the presentation, Mr. Cook **moved to authorize the Land Protection Committee to enter into negotiations with the City of Concord to amend the existing 2003 Backwoods easement in Concord to (1) add 30 acres more or less on two tracts acquired by the City of Concord located off Fisk Road and Little Pond Road that the between the existing Backwoods easement; (2) amend the Backwoods easement language to incorporate the additional acreage on terms consistent with the existing Backwoods easement while incorporating language from 5RCT's most recent easement standard. Funding is to be provided by the City of Concord including \$6000 for stewardship plus legal expenses and operating support for a total of \$14,500. The final acceptance is subject to, survey, hazardous waste report, title report with review and approval by legal counsel, and final review and approval by the Board of Trustees and approval by the Attorney General's Office, Division of Charitable Trusts.** Mr. Cotton seconded the motion. There being no further discussion the Board of Trustees **voted unanimously in favor of the motion.**

New Hampshire
Department of Agriculture,
Markets & Food

RQ 203877
11412181 FY2020
CE 1074298

05/20/2020
#31

Shawn N. Jasper, Commissioner

May 1, 2020

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

FY2021 RQ 205428
11442047
CE # 1074298

REQUESTED ACTION

Authorize the New Hampshire State Conservation Committee (SCC) to enter into a grant with Five Rivers Conservation Trust Vendor Code 156600-B001 in the amount of \$12,500 for the *Five Rivers Conservation Trust - Planning for Strategic Land Conservation* project in the 17-town region. in Merrimack, Belknap, Hillsborough Counties, effective upon Governor and Council approval through 12/01/2021. 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.

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

<u>CLASS /</u>	<u>ACCOUNT</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>TOTAL</u>
073-500581	Grants – State	\$5,000	\$12,000	\$12,500

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 the Five Rivers Conservation Trust to perform certain tasks as enumerated in Exhibit B for the purposes of developing of a strategic land conservation plan for the greater capital seventeen-town region in Merrimack, Belknap, and Hillsborough Counties. 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

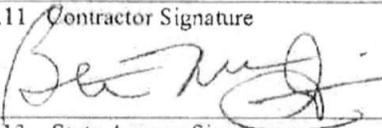
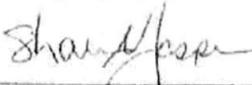
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

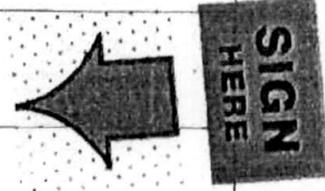
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

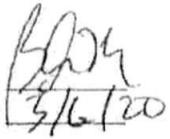
1.1 State Agency Name State Conservation Committee		1.2 State Agency Address P.O. Box 2042 Concord, NH 03302	
1.3 Contractor Name Five Rivers Conservation Trust VC 156600		1.4 Contractor Address 10 Ferry Street, Suite 311-A Concord, NH 03301	
1.5 Contractor Phone Number (603) 225-7225	1.6 Account Number 2860 0000	1.7 Completion Date 12/1/2021	1.8 Price Limitation \$12,500.00
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: 3/6/20		1.12 Name and Title of Contractor Signatory Beth McGuinn Executive Director	
1.13 State Agency Signature  Date: 4/8/2020		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: Erik Bal On: 4/21/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: # 31 G&C Meeting Date: 5/20/2020			





DEPUTY SECRETARY OF STATE

MAY 20 2020

Contractor Initials 
Date 

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.

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 out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials
Date 3/16/20

**Exhibit A
Special Provisions**

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

**Exhibit B
Scope of Services**

The Five Rivers Conservation Trust shall perform the following tasks as described below and detailed in the proposal titled *Five Rivers Conservation Trust - Planning for Strategic Land Conservation* for seventeen communities in the greater Concord region, in the Counties of Merrimack, Belknap, Hillsborough, dated September 15, 2019:

Task 1: Identify local conservation priorities. Complete evaluation of town master plans and Natural Resource Inventories, and outreach to up to seventeen municipal conservation commissions, and local natural resource experts. Provide documentation of research and outreach activities, and associated staff costs.

Task 2: Develop Conservation Plan. Complete co-occurrence maps of conservation focus areas, including climate resiliency data mapping (Match funded) and local priorities. Plan to provide methodology, resources considered, and each resulting focus area's conservation resources. Distribute Conservation Plan to municipalities and other contributors. Provide completed Conservation Plan, and documentation of outreach activities and associated contract services.

Task 3: Project completion, provide the following:

- a. Landowner Outreach. Complete outreach to landowners in up to three focus areas. Provide documentation of outreach activities. Distribute "Conservation Options for Landowners" to focus area landowners (SCC grant funds).
- 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 shall be submitted in paper copy and on a USB flash drive or CD-ROM.

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	\$ 5,000.00
Upon Completion and SCC approval of Task 2	\$ 7,100.00
Upon Completion and SCC approval of Task 3	\$ 400.00
Total	\$12,500.00

Page 5 of 5

Contractor Initials

Date

ADW
3/6/20

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 FIVE RIVERS CONSERVATION TRUST is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 13, 1988. 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: 136984

Certificate Number: 0004790492



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of January A.D. 2020.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE of AUTHORITY

I, Maura Adams (Certifying Officer Name), BOARD CHAIR (Certifying Officer Title) of the FIVE RIVERS CONSERV TR (Grantee Name) do hereby certify that:

- 1. I am the duly elected BOARD CHAIR (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 FIVE RIVERS CONSERV TR (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 FIVE RIVERS CONSERV TR (Grantee Name) further authorized the EXEC DIR (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:

BETH MCGUINN EXECUTIVE DIRECTOR
Print Officer Name Print Officer Title

IN WITNESS WHEREOF, I have hereunto set my hand as the BOARD CHAIR (Certifying Officer Title) of the FIVE RIVERS CONSERV TR (Grantee Name) on this date 3/6/20

Maura Adams MAURA ADAMS
Signature Certifying Officer Print Certifying Officer Name

STATE OF NEW HAMPSHIRE
County of MERRIMACK

On this the 6th day of MARCH, before me
BETH MCGUINN
Notary Public

the undersigned officer, personally appeared MAURA ADAMS (Certifying Officer Name) who acknowledged him / herself to be the BOARD CHAIR (Certifying Officer Title) of the Organization being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

BETH MCGUINN
Notary Public Signature

Commission Expiration Date:
(Seal)

BETH MCGUINN, Notary Public
Notary Public in New Hampshire November 14, 2023

FIVE RIVERS CONSERVATON TRUST
Minutes—Board of Trustees Meeting
Monday, January 28, 2019 5:00 pm-7:32 pm
Sulloway & Hollis, 29 School Street, Concord, NH 03301

Board Members Present: Richard Head, Chair; Maura Adams, Vice-Chair; Mike Shearin, Treasurer; Bob Cotton, Secretary; Bonnie Christie; Mike Lehman; Kathy Barnes; Steve Blackmer; Michele Roberge; Rich Cook; Sarah Thorne; Carolyn Koegler Miller (arrived 5:20 pm); Wayne Stadelmann (arrived 5:50 pm); and, Jeanne Herrick.

Absent: Kathy Barnes

Staff: Beth McGuinn and Alyson Scheiderer.

Mr. Head opened the meeting by asking each of the Trustees to briefly introduce themselves to Ms. Scheiderer and to describe their roles with 5RCT.

Following the introductions, Mr. Head invited Trustees to share what they had been hearing about 5RCT. He reported that he has spoken with Don Bruggerman at The Works who has been very supportive of 5RCT. Ms. Roberge mentioned that her daughter and friends on her ski team had expressed interest in helping with volunteer activities. Mr. Cook mentioned the favorable press on the Children's Brook easement and that several people in Warner including the donors were very happy about the easement and press coverage. Ms. Thorne reported that the donors of the Wilson-Sapiro easement were very happy that the easement had closed as scheduled. Ms. Adams mentioned that she had been approached by 40 under 40. Mr. Shearin mentioned that there appeared to be strong interest in the Film Fest and Ms. McGuinn reported on a \$500 gift.

Mr. Head next asked for comments or corrections on the **minutes of the November 26, 2018 Board of Trustees Meeting**. There being no comments or corrections, Mr. Blackmer moved acceptance of the minutes and Mr. Shearin seconded the motion. There being no further discussion, the Board of Trustees **voted unanimously in favor of the motion**.

Ms. McGuinn then provided her Executive Director's report. With respect to the Annual Appeal she

Redacted

Ms. McGuinn continued with her report noting that the on-boarding of Ms. Scheiderer is the most important thing that had happened in the last month. She also reported that Ms. Christie had managed to get all of the monitors to turn in their inspection reports and she thanked her for her diligence in that

regard. She noted that the articles in the paper about the new easements had been received favorably and reported that the parents of the children featured in the Children's Brook article had been thrilled to have their children's pictured. Ms. McGuinn reported that development of the Conservation Plan will be one of the first things on Ms. Scheiderer's agenda and noted that on February 11th there will be a meeting about high level mapping for the Pan. She went on to report that Saving Special Places is scheduled to occur on April 6th and that there is money in the budget for Trustees who wish to attend. She reported that a fundraising breakfast is being scheduled for April 13th. Ms. Thorne also reported that the speaker for the Annual gathering will be the Executive Director of the Hubbard Brook Foundation. Finally, Ms. McGuinn reported that \$3150 had been raised for the Wilson-Sapiro project in Gilmanton which exceeded the \$2500 which had been hoped to be raised.

Ms. McGuinn then reported to the Trustees that 5RCT had received a \$20,000 Moose Plate grant. Mr. Shearin **moved that the Board of Trustees of the Five Rivers Conservation Trust agree to accept the \$20,000 of NH State Conservation Committee (Moose Plate) funds and to enter into a contract with the NHSCC. The Board further authorizes the Executive Director to execute any documents which may be necessary for this contract.** Mr. Blackmer seconded the motion where upon the Board of Trustees **voted unanimously in favor of the motion.**

Ms. McGuinn next requested that the Board consider a ~~resolution granting Land Conservation signature~~ authority. Discussion ensued concerning the granting of such authority based on preliminary vs. final votes relating to conservation projects and a consensus was reached that the signing of deeds should only occur after final votes of approval. Based on the discussion, Mr. Cotton **moved that the Board of Trustees of the Five Rivers Conservation Trust authorize the organization's then current chair, vice chair or executive director to sign documents related to any approved conservation project, including grants and applications, in order to complete conservation projects consistent with the Board of Trustee's vote of approval for said conservation project.** Mr. Lehman seconded the motion. There being no further discussion, the Board of Trustees **voted unanimously in favor of the motion.**

Mr. Cook then reported to the Trustees on a proposed addition of land to the already existing Backwoods easement which lies between the Walker State Forest and the Winant Park property in Concord. Ms. McGuinn noted that the existing easement documents would be rewritten to add the property and it was noted that the deeds will go to the NH Attorney General's Office for approval. Following the presentation, Mr. Cook **moved to authorize the Land Protection Committee to enter into negotiations with the City of Concord to amend the existing 2003 Backwoods easement in Concord to (1) add 30 acres more of less on two tracts acquired by the City of Concord located off Fisk Road and Little Pond Road that the between the existing Backwoods easement; (2) amend the Backwoods easement language to incorporate the additional acreage on terms consistent with the existing Backwoods easement while incorporating language from 5RCT's most recent easement standard.** Funding is to be provided by the City of Concord including \$6000 for stewardship plus legal expenses and operating support for a total of \$14,500.

The final acceptance is subject to, survey, hazardous waste report, title report with review and approval by legal counsel, and final review and approval by the Board of Trustees and approval by the Attorney General's Office, Division of Charitable Trusts. Mr. Cotton seconded the motion. There being no further discussion the Board of Trustees **voted unanimously in favor of the motion.**