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New Hampshire  
Department of Agriculture,  
Markets & Food

Shawn N. Jasper, Commissioner

5D

March 28, 2023

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 with the Audubon Society of New Hampshire, Concord, NH (Vendor Code 177508-B003) for the *Urban Habitat Restoration: A Community-based Approach for Wildlife and People* project, extending the grant completion date from April 30, 2023 to April 30, 2024, with no change to the price limitation, effective upon Governor and Council approval. The original grant agreement was approved by Governor and Council on May 5, 2021 item #45.  
**100% Other Funds** – State Conservation Committee.

**EXPLANATION**

The Audubon Society of New Hampshire received a grant for the purposes of engaging community organizations and landowners to restore habitat in select urban locations for the benefit of insects, birds, and mammals using native herbaceous and woody vegetation. The project was planned to be completed by April 30, 2023, however due to unforeseen delays due to COVID, the project will be completed by April 30, 2024. The Audubon Society of New Hampshire 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 Audubon Society of New Hampshire hereby mutually agree to amend the contract for *Urban Habitat Restoration: A Community-based Approach for Wildlife and People* originally approved by the Governor and Executive Council on May 5, 2021, Item #45, as follows:

1. Amend General Provision 1.7, Completion Date, from "4/30/2023" to "4/30/2024"; 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 subject to approval by the Governor and Executive Council.

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

**Audubon Society of New Hampshire**

*Taylor A Bellisle*  
NAME

3/24/23  
Date

President  
Title

**Department of Agriculture, Markets and Foods**

*Shawn Jasper*  
Shawn Jasper, Commissioner

3/28/23  
Date

**Approved as to form, substance, and execution**

Christopher G. Aslin  
Attorney General  
Senior Assistant Attorney General

3/29/2023  
Date



**CERTIFICATE OF RESOLUTION**

I hereby certify that the following is a resolution adopted by the Board of Trustees of the Audubon Society of New Hampshire and that it has not been amended or terminated:

VOTED By Board of Trustees:

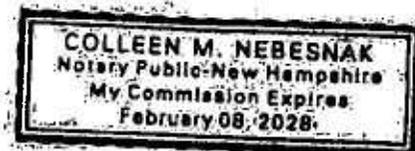
Douglas A. Bechtel, President of the Audubon Society of New Hampshire, Marc Nutter, Director of Conservation Programs, and Hope Jordan, Director of Membership and Development, are hereby authorized to sign on behalf of Audubon Society of New Hampshire (dba New Hampshire Audubon) any and all instruments, transfer certificates for shares of stock, checks, contracts and other documents necessary or desirable to carry out the ordinary course of business of Audubon Society of New Hampshire, provided that such authority shall not be deemed to include documents for the purchase or sale of land or other major assets of Audubon Society of New Hampshire that have a value in excess of \$25,000.

Executed this 10 day of MARCH, 2023.

Susan Martin, Secretary

State of New Hampshire  
County of Merrimack

Subscribed and sworn to this 10 day of MARCH, 2023.

  
Notary Public

**MINUTES**  
**OF A MEETING OF THE BOARD OF TRUSTEES OF**  
**THE AUDUBON SOCIETY OF NEW HAMPSHIRE**

**February 28, 2023**

A meeting of the Board of Trustees of the Audubon Society of New Hampshire (NHA) was held at 4:15 pm on February 28, 2023. This was a ZOOM meeting. Present were: Tom Lee, Charlie Nims, Paul Nickerson, Alexandra Breed, Bill Dumont, Jason Morse, Nisa Marks, David Silk, Beverly Shadley, Sue Martin, Dan Davis, Sylvia Bates, Paul Doscher, Betsy Janeway, and Susan Goodwin. Mavis Brittelli joined for the Budget Section. Also present were Doug Bechtel, President; Colleen Nebesnak, and Hope Jordan.

The meeting was called to order at 4:20 pm by Nisa Marks, Chair.

Nisa welcomed everyone and went over the 2023 Board Meeting schedule that was included in the Board Packet. She has been holding conversations with individual Board members:

- **Nature Moment:** Jason Morse's presentation was derailed by computer problems. He will present it next time.
- **Staff Introduction:** Doug announced that Anita Fernandez had been hired as Community Outreach Coordinator and began work on February 27<sup>th</sup>. Her first six months will be concentrated on Earth Day, Annual Meeting, and Enchanted Forest.
- **Certificate of Resolution** Upon a motion made by Tom Lee and seconded by Alexandra Breed, it was unanimously voted to have the 2023 Certificate of Resolution include Doug Bechtel, President; Hope Jordan, Director of Membership and Development; and Marc Nutter, Director of Conservation Programs be authorized to sign legal, financial, contract and other necessary documents for the Audubon Society of New Hampshire excluding land purchases or sales or other major assets that have a value in excess of \$25,000. The Certificate will be signed on behalf of the Society by Susan Martin, Secretary to the Board of Trustees.

1. **Minutes:** Upon a motion duly made by Alexandra Breed and seconded by Charlie Nims, it was

**VOTED:** To approve the minutes as amended of the meeting held on, December 13, 2022, by unanimous vote.

**2. Consent Agenda**

- Environmental Policy Committee Report
- Finance Committee Report
- Governance Committee Report

- Charlie Nims noted that the committee will discuss at the next meeting, the addition of the immediate past chair as an ex-officio member of the committee.
- Stewardship and Land Management Committee Report
- President's Report
  - Doug discussed the issue of the Audubon namesake that is being discussed nationally. The National Audubon Society Board is undecided on a new name. It will incorporate the change into its 5-year strategic plan.

**MOTION** was made by Charlie Nims and seconded by Paul Nickerson to approve the items on the consent agenda. Approved unanimously by the Trustees.

**3.Lands: Discussion of the Yeatts Property:** The Stewardship and Land Management Committee recommends that the NHA Board of Trustees vote to approve the donation of approximately 545 acres of land in Warren, NH from Fred and Innes Yeatts to NH Audubon. The purpose will be to establish a new wildlife sanctuary, subject to approval of title examination, environmental review by legal counsel, and NHA obtaining the services of a land protection specialist to manage the project transaction on behalf of NHA.

- Doug and Paul Doscher described the parcel as off of Rte. 25C that had been managed as a farm by the Yeatts.
- Land has open fields that were used for cattle grazing, 100 acres of native grassland, young forest, and two streams flowing through it. Prime habitat for many species. (Details of property and proposed budget were included in the Board Packet.)
- There is a legal right of way and a rail trail through the property.
- David Silk told the Board that the current evaluation of the property is 1.7 million dollars.
- The Yeatts will also make an initial donation to help defray costs of NHA securing the property.
- Paul Doscher described the ongoing costs of stewarding the property: Taxes year to year; keeping fields open; logging; and managing.
- This will be an exception to the NHA policy of not acquiring any new properties.

**MOTION** was made by Paul Doscher and seconded by Paul Nickerson to approve the recommendation of the SLMC committee to accept the donation from Fred and Innes Yeatts as described above. Approved unanimously by the Trustees.

**4.Future of the Development and Campaign Committee:** Bev Shadley praised the hard work of the Development Committee over the past year. However, with the addition of the planning for a Comprehensive Campaign their work has increased. By combining the two committees and focusing on the Campaign, planning will proceed at a more rapid pace. Next steps are:

- Back office assessment
- Hiring a professional consultant
- Evaluating the Board commitment
- Evaluating major donors
- Developing a strategic focus
  - Leadership Team and subgroup of the Board
  - Starting a Comprehensive Campaign

Discussion followed with members asking questions and sharing their thoughts.

**5. Update on Financials:** David Silk, Treasurer presented the Quarter 3 and YTD numbers. (Spread sheets included in Board Packet)

- On track to meet 2023 budget
- There were a few deficiencies in the Audit; Laura Smith has planned a meeting with the Audit Team to discuss and correct.
- David stated that it was a clean audit; NHA is in a good financial place, and once the finance committee has approved it, it will be distributed.

**MOTION** was made by Charlie Nims and seconded by Paul Nickerson to approve the Financial Statement as presented. Approved unanimously by the Trustees.

**6. Update on Development:** Hope Jordan went over the Fundraising Benchmarks included in the Board Packet.

- All categories are over 100% for the y-t-d with the March appeal still to happen.

**7. Discussion on Budget:** Doug and Laura Smith lead the discussion on the draft budget.

- Long discussion on whether how "cash on hand" due to exceeding the FY23 budget goals should be used.
- 75% of the proposed budget is staffing. Doug gave the Trustees an in-depth analysis of the staffing needs, projected salary increases, new hires, and potential retirements. (Due to confidentiality of this, details will not be in these minutes.)
- An intense discussion followed, much of it on the 64K overage from FY23 that could be used to balance the budget.
- No agreements were reached and the finance committee will continue to work on the budget to be presented at the March 28 meeting.

**Meeting was adjourned without a vote at 6 pm.**

Respectfully Submitted,

Sue Martin, Secretary

**Next Board Meeting:** Tuesday, March 28, 2023 4:15 – 5:45 Zoom only

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NH AUDUBON is a New Hampshire Trade Name registered to transact business in New Hampshire on September 11, 2017. 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: 778685

Certificate Number: 0006172319



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 27th day of March A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

Client#: 527266

AUDUBSOC

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/12/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Insurance Services LLC, 3 Executive Park Drive, Suite 300, Bedford, NH 03110, 855 874-0123. CONTACT NAME: Brenda Buck CPCU, CIC, CPIW, PHONE: 855 874-0123, FAX: (A/C, No), E-MAIL ADDRESS: brenda.buck@usi.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Philadelphia Indemnity Insurance Co. NAIC #: 18058, INSURER B: Acadia Insurance Company, NAIC #: 31325.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

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

CERTIFICATE HOLDER

CANCELLATION

New Hampshire State Conservation Committee, PO Box 2042, Concord, NH 03302

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

Signature of authorized representative

606 5-5-2021  
#45

FY 22  
Line 2

KQ 210899  
11744663  
PO 1880653

Shawn N. Jasper, Commissioner

**New Hampshire**  
Department of Agriculture,  
Markets & Food

April 13, 2021

AG# 219620 WU# 1307 6237  
Line 2

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 Audubon Society of New Hampshire, Concord, NH, Vendor Code 177508-B003, in the amount of \$23,534.00 for *Urban Habitat Restoration: A Community-Based Approach for Wildlife* project in the City of Manchester, Hillsborough County, effective upon Governor and Council approval through 4/30/2023. 100% Other Funds.

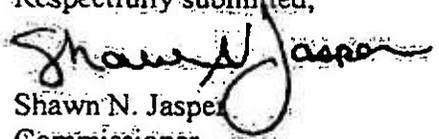
Funding is available in account, Soil Conservation, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified, pending FY 22 & 23 budget approval.

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

<u>OBJECT CLASS</u>	<u>ACCOUNT</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>TOTAL</u>
073-500581	Grants - State	\$11,767.00	\$11,767.00	\$23,534.00

Line 1  
Line 2  
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 Audubon Society of New Hampshire to perform certain tasks as enumerated in Exhibit B for the purposes of engaging community organizations and landowners to restore habitat in select urban locations for the benefit of insects, birds, and mammals using native herbaceous and woody vegetation. 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

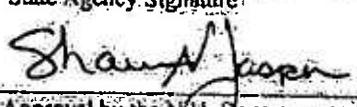
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**- 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 Audubon Society of New Hampshire Vendor Code: 177508-B003		1.4 Contractor Address 84 Silk Farm Road Concord, NH 03301	
1.5 Contractor Phone Number 603-224-9909	1.6 Account Number 2860-500581	1.7 Completion Date 4/30/2023	1.8 Price Limitation \$23,534.00
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: 3/4/21		1.12 Name and Title of Contractor Signatory Douglas A. Bechtel President	
1.13 State Agency Signature  Date: 4/9/21		1.14 Name and Title of State Agency Signatory Shawn N. Jasper Commissioner	
1.15 Approval by the NH 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: April 12, 2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: <b>MAY 05 2021</b>			



**DEPUTY SECRETARY OF STATE**

Contractor Initials DAB  
Date 3/4/21

**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 80:7-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, formulas, 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

DAB  
3/14/21

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.

**Exhibit A  
Special Provisions**

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

**Exhibit B  
Scope of Services**

The Audubon Society of New Hampshire shall perform the following tasks as described below and detailed in the proposal titled *Urban Habitat Restoration: A Community-based Approach for Wildlife and People* in the City of Manchester, Hillsborough County, NH, dated September 10, 2020:

Task 1. Complete community planning outreach and site planning. Identify and engage project partners; Evaluate and select up to four sites for urban wildlife habitat improvement for insect, birds and mammals, and public access; and Complete landscape design for each selected site.

Task 2. Complete the execution of landscaping plans for up to four sites. Provide materials and perennial pollinator plants, trees, shrubs per site; Coordinate training and supervision of volunteers; and Complete site enhancement.

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

- a. Provide documentation of relevant publications of project outreach and public awareness. 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.
- b. Provide at least one project photograph (JPG) for NH State Conservation Committee use.
- c. Install 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.
- d. 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	\$ 2,087.00
Upon Completion and SCC approval of Task 2	\$21,147.00
Upon Completion and SCC approval of Task 3	\$ 300.00
Total	\$23,534.00

**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 NH AUDUBON is a New Hampshire Trade Name registered to transact business in New Hampshire on September 11, 2017. 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: 778685

Certificate Number: 0005344354



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 9th day of April A.D., 2021.

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

William M. Gardner  
Secretary of State

CERTIFICATE of AUTHORITY

I, David M. Howe (Certifying Officer Name), Secretary  
(Certifying Officer Title) of the New Hampshire Audubon Society (Grantee Name)  
do hereby certify that:

1. I am the duly elected Secretary (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 New Hampshire Audubon Society (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 New Hampshire Audubon Society (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 Bechtel  
Print (Officer Name)

President  
Print (Officer Title)

6. I have hereunto set my hand as the

David M. Howe  
Sign (Certifying Officer Name)

3/17/21  
Date Signed

David M. Howe  
Print (Certifying Officer Name)

Secretary  
Print (Certifying Officer Title)

**MINUTES**  
**OF A MEETING OF THE BOARD OF TRUSTEES OF**  
**THE AUDUBON SOCIETY OF NEW HAMPSHIRE**  
**ON JANUARY 30, 2020**

A meeting of the Board of Trustees of the Audubon Society of New Hampshire ("NHA") was held at 9:30 am on January 30, 2020 at the McLane Center in Concord. Present at the meeting were Paul Nickerson, Tom Lee, David Donsker, Michael Amaral, Brian Reilly, Mavis Brittelli, Charlie Nims, Melissa Smart, Sue Martin, Chris Picotte and David Howe. Also present were Doug Bechtel, President, Joe Consentino, Judy Spigarelli, Jane Kolas. Visiting the meeting was Catherine Eames.

**1. Minutes:**

Upon a motion made by Paul Nickerson, seconded by Sue Martin, it was unanimously

**VOTED:** To approve the minutes of the meeting held on November 7, 2019 in the form presented to the Trustees for their review, subject to certain amendments.

**2. Sanctuaries Committee.**

The Smith Sisters Sanctuary in Newmarket is the subject of a dispute concerning the right of way.

Discussion continued concerning the Bodwell property. The owner wants to convey the property subject to a life estate of Ms. Bodwell and a Dr. Jeff Middleton. A stewardship donation would be part of the package.

**3. Al Cantor.**

Al Cantor joined the meeting. He stated that there is a need for urgency in fundraising. We need to state with greater clarity what NHA does: connecting people with nature. We need to focus on the impact on people.

The central role of the Board is connecting NHA to the community.

There are lots of introverts in conservation. We should look for extroverts to join the Board.

There are four parts to fundraising:

- Identifying donors
- Cultivating them
- Soliciting them
- Stewardship

Doug needs to make it a priority to meet with donors.

Each trustee should have a development plan.

Alan will do a training session for the trustees at a date to be determined

#### 4. Finance

Joe Cosentino presented the Finance report. Revenue is below budget.

Dave Howe explained that Joe and Doug had requested a resolution to authorize them to sign contracts in the ordinary course of business. Upon a motion made by Michael Amaral, seconded by Paul Nickerson, it was unanimously

**VOTED:** The Board of Trustees of Audubon Society of New Hampshire (dba New Hampshire Audubon) hereby authorizes the following staff to sign documents and contracts on behalf of the organization to enable it to carry out its day to day operations, including but not limited to documents acknowledging receipt of trust funds, asset transfers and financial documents. This document does not authorize the individuals listed for check signatory privileges. This authorization shall remain in force and effect for the current fiscal year commencing January 30, 2020 and ending March 31, 2021.

The following individuals listed are duly authorized:  
Douglas Bechtel, President  
Joseph Cosentino, Director of Finance

#### 5. Development Report

Judy Spigarelli presented the development report. NHA finished the third quarter \$50,287 behind goal.

Doug stated that Judy, Marc Nutter and Jane Koliass were doing a great job in the absence of a development director.

#### 6. President's Report

##### A. Staff Changes

The development director position is being posted nationally.

##### B. Strategic Priorities

Doug is focusing on the following priorities:

- Investment
- Innovation
- Collaboration

- Transparency

**C. Miscellaneous Matters**

NHA raised \$43,000 for the pollinator program.

The State of the Birds report will be coming out soon.

NHA will testify on six bills before the legislature with 28 sign-in statements on bills.

Twenty sanctuaries will be the subject of walks.

The Peregrine Falcons in Manchester will be the focus of education for Manchester children and elsewhere in the state.

NHA is not going forward with the preschool this year. New rest room facilities would be needed. We do not have the staff space, and we need a better budget.

Ash Cottage foundation and siding has been completed.

This year NHA will have two newsletters instead of four. There will be a president's letter to make up the difference.

The website design is going great.

The Finance Committee will review the budget in February, and the Board will do so in March. The proposed budget would restore the 403(b) contribution.

Doug is talking to three potential trustees.

**7. Adjournment**

There being no further business, the meeting was adjourned.

Respectfully submitted,

David Howe, Secretary

Client#: 527266

AUDUBSOC

**ACORD**

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
3/30/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123		<b>CONTACT NAME:</b> PHONE (A.C. No. Ext): 855 874-0123 FAX (A.C. No.): E-MAIL: ADDRESS:	
<b>INSURED</b> Audubon Society of N. H. dba NH Audubon 84 Silk Farm Road Concord, NH 03301-8200		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Philadelphia Indemnity Insurance Co. NAIC #: 18058 INSURER B: Acadia Insurance Company. 31325 INSURER C: INSURER D: INSURER E: INSURER F:	

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.

INER LTR	TYPE OF INSURANCE	ADD. INSURER (MM/DD/YYYY)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER		PHPK2254666	04/01/2021	04/01/2022	EACH OCCURRENCE: \$1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE): \$100,000 MED EXP. (Any one person): \$5,000 PERSONAL & ADV INJURY: \$1,000,000 GENERAL AGGREGATE: \$2,000,000 PRODUCTS - COMP/OP AGG: \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		PHPK2254670	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (EA ACCIDENT): \$1,000,000 BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE (Per accident): \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10K		PHUB761616	04/01/2021	04/01/2022	EACH OCCURRENCE: \$3,000,000 AGGREGATE: \$3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WCA000535940 3A.States: NH	04/01/2021	04/01/2022	<input checked="" type="checkbox"/> PER-STATUTE <input type="checkbox"/> OTH-FA E.L. EACH ACCIDENT: \$500,000 E.L. DISEASE - EA EMPLOYEE: \$500,000 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)

<b>CERTIFICATE HOLDER</b> New Hampshire State Conservation Committee PO Box 2042 Concord, NH 03302	<b>CANCELLATION</b> 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 <i>See Next</i>
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