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

Shawn N. Jasper, Commissioner

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March 21, 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 enter into a grant with Ausbon Sargent Land Preservation Trust, New London, NH, Vendor Code 166648-B001, in the amount of \$24,000.00 for the *Bradford Bog Headwaters* in the Town of Bradford, Merrimack County, NH., effective upon Governor and Council approval through April 30, 2025. 100% Other Funds.

Funding is available in account, Soil Conservation, in Fiscal Year 2023 and is anticipated to be available in Fiscal Year 2024, upon the continued appropriation of funds in the future operating budget with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office, if needed and justified.

**02-18-18-184500-28600000 SOIL CONSERVATION**

<u>OBJECT CLASS</u>	<u>ACCOUNT</u>	<u>FY2023</u>	<u>FY2024</u>	<u>TOTAL</u>
073-500581	Grants – State	\$23,500.00	\$500.00	\$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 GRANTEE to perform certain tasks as enumerated in Exhibit B for the purposes of permanently protecting 71-acres, more or less, of *Bradford Bog Headwaters* property in the Town of Bradford, NH. 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

## GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby  
Mutually agree as follows:  
GENERAL PROVISIONS

## 1. Identification and Definitions.

1.1. State Agency Name State Conservation Committee		1.2. State Agency Address P.O. Box 2042 Concord, NH 03302	
1.3. Grantee Name Ausbon Sargent Land Preservation Trust		1.4. Grantee Address P.O. Box 2040, New London, NH 03257	
1.5. Grantee Phone # 603-526-6555	1.6. Account Number	1.7. Completion Date 4/30/2025	1.8. Grant Limitation \$ 24,000.00
1.9. Grant Officer for State Agency Deirdre Brickner-Wood		1.10. State Agency Telephone Number (603) 271-3551	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Deborah Stanley, Executive Director	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Shawn N. Jasper, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: Christopher G. Aslin Senior Assistant Attorney General, On: 4/17/2023			
1.16. Approval by Governor and Council (if applicable) By: _____ On: / /			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3. **ARBA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. **EFFECTIVE DATE, COMPLETION OF PROJECT.**

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in 178 entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. **GRANT AMOUNT, LIMITATION ON AMOUNT, VOUCHERS, PAYMENT.**

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.3 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-g.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31:95-b.

7. **RECORDS AND ACCOUNTS.**

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions.

8. **PERSONNEL.**

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA, RETENTION OF DATA, ACCESS.**

9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, manuals, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date 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, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if over, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. **EVENT OF DEFAULT, REMEDIES.**

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1. Failure to perform the Project satisfactorily or on schedule; or  
11.1.2. Failure to submit any report required hereunder; or  
11.1.3. Failure to maintain, or permit access to, the records required hereunder; or  
11.1.4. Failure to perform any of the other covenants and conditions of this Agreement.

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

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

11.2.2. Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and  
11.2.3. Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4. Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. **TERMINATION.**

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

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

12.4. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE.**
- 17.1. The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1. Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project; and
- 17.1.2. General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates 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.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.
19. **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, to a United States Post Office addressed to the parties at the addresses first above given.
20. **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 Council of the State of New Hampshire, if required or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **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.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

**Exhibit A  
Special Provisions**

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

**Exhibit B  
Scope of Services**

The Ausbon Sargent Land Preservation Trust shall perform the following tasks as described below and detailed in the proposal titled *Bradford Bog Headwaters* in the Town of Bradford, Merrimack County, NH, dated September 9, 2022:

**Task 1:** Complete preparation for the fee interest acquisition of a property totaling 71.7 acres, more or less, known as the Bradford Bog Headwaters (Property), located East Washington Road in the Town of Bradford, NH. Provide the following:

- a. Verification that all necessary project funds have been secured.
- b. Documentation of fee interest purchase price, through provision of the property Purchase and Sale Agreement and/or Letter of Intent for Sale.
- c. Executive summary of the property appraisal.
- d. Provision of the warranty deed to be executed.

**Task 2:**

- a. Provide the following information for the Property:
  - i. Recorded Warranty deed.
  - ii. Property Settlement Statement.
  - iii. Verification of the Stewardship Endowment financial commitment for the property.
- b. Provide the following for project outreach and completion:
  - i. 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.
  - ii. Provide at least one project photograph for NH State Conservation Committee use.
  - iii. 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.
  - iv. Submit final report and associated documents, as instructed by the NH 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.

Grantee Initials AS  
Date 9-15-23

**Exhibit C**  
**Contract Price and Method of Payment**

The NH State Conservation Committee shall pay to the Grantee the total reimbursable program costs not to exceed the grant limitation (section 1.8) in accordance with the following requirements:

The invoice form shall be accompanied by proper supporting documentation based upon project costs. The Grantee will maintain adequate documentation to substantiate all project related costs. All work shall be performed to the satisfaction of the NH State Conservation Committee before payment is made.

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	\$23,500.00
Upon Completion and SCC approval of Task 1	\$ 500.00
Total	\$24,000.00

Changes to the Scope of Services require NH State Conservation Committee approval in advance. All work must be completed prior to the completion date (section 1.7) in this Grant Agreement to be eligible for reimbursement.

Grantee Initials:   *AS*    
Date:   8-15-23

**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 THE AUSBON SARGENT LAND PRESERVATION TRUST is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 25, 1987. 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: 118727

Certificate Number: 0006094663



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 25th day of January A.D. 2023.

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

David M. Scanlan  
Secretary of State

CERTIFICATE OF AUTHORITY

Lee A. Andrews

(Certifying Officer Name)

(Certifying Officer Title) of the

Arthur Sweetland Products, Inc.

do hereby certify that:

I am the duly elected

Board of Directors

(Office Title)

At the meeting held on the

3/15/73

(Date)

at the meeting held on the 3/15/73 at 3:00 PM (Time) I voted to accept New Hampshire State Conservation Committee funds and technical control with the New Hampshire State Conservation Committee Department of Agriculture, Fisheries and Food.

The Arthur Sweetland Products, Inc. (Company Name) has agreed to accept New Hampshire State Conservation Committee funds and technical control with the NH State Conservation Committee Department of Agriculture, Fisheries and Food.

The Arthur Sweetland Products, Inc. (Company Name) further authorized the

Lee A. Andrews (Officer Name) to execute any document which may be necessary for this purpose.

This authorization has not been revoked, annulled or amended in any manner whatsoever and remains in full force and effect as of the date herein and

The following person has been appointed to and now occupies the office indicated in (3) above:

Lee A. Andrews

(Officer Name)

Secretary

(Office Title)

I have hereunto set my hand as the

Lee A. Andrews

(Certifying Officer Name)

3-18-73

Date Signed

Lee A. Andrews

(Certifying Officer Name)

Board of Directors Chairman

(Certifying Officer Title)

Ausbön Sargent Land Preservation Trust (ASLPT)

Board Meeting Minutes

March 15, 2023 - 7:30 A.M. Zoom due to Nor'easter

**Present:** Lisa Andrews (Chair), Bob Zeller (Vice chair), Susan Ellison (Secretary), Mike Quinn (Treasurer), Chuck Bolduc, Laurie DiClerico, Ginny Gwynn, Jeff Hollinger, Russ Moore, Diane Robbins, Steve Root, Debbie Stanley (Ex Officio), Jen Deasy (Recorder), Kristy Heath  
**Excused:** Aimee Ayers, Debbie Lang

Lisa Andrews called the meeting to order at 7:31.

Lisa mentioned the Savin Special Places conference. If anyone would like to attend.

She noted that Debbie's retirement party is in the works. Planning has been happening for an invitation party June 23, plus a smaller drop-in option in the office during that same week.

**VOTE:** It was moved and seconded to approve the minutes of 1/18/2023 meeting with no changes. The board voted and approved unanimously as amended.

**Treasurer's Report:**

Mike Quinn presented his written report. There were no questions.

Related to office ownership: Mike noted the \$400,000 bequest from Doug Lyon has been discuss by the executive committee. They want to put the gift toward the building. If it is applied to reduce the dept. it will reduce our annual costs.

**VOTE:** Jeff Hollinger made a motion that ASLPT apply the Lyon bequest of \$400,000 to our mortgage debt. The Board voted and approved unanimously.

**VOTE:** ASLPT will move forward with the application for property tax exemption, 71 Pleasant St, with the Town of New London. The Board voted and approved unanimously.

**Executive Committee Report:**

Lisa noted the Advocacy Policy that is in the BOT packet. There is nothing to amend. It is there to review and discuss if anyone has questions. Steve Root noted the policy is "thin" versus other policies he looked u online. Perhaps we need to broaden it. The problem with advocacy is that you must take a position which means you support some member views and you also do not support some member views.

**Succession Report:**

Ben Wallace has signed his contract and starts May 1<sup>st</sup>. There will be a 7-8 week overlap with Debble. Been will need to go back to move his family to NH during that overlap (perhaps June). He will have a busy schedule.

**Executive Director Report:**

Debbie Stanley noted Glennie LeBaron is returning to ASLPT to work for a year between her graduation from Brown and the next step in her education. She will be a temporary, 32-hour a week employee. She will be doing stewardship & outreach work.

Debbie, Andy, and Anne went to a workshop together that focused on land trusts and affordable housing. The key take away was if a landowner wants to protect their land but it's of no conservation value for a trust then the land trust can guide the owner to the housing authority as another option. The workshop also shared a lot of information about Solar Power options in NH.

#### **Leadership Committee:**

Bob Zeller said the minutes were coming soon from the January meeting. Russ Moore has agreed to take on Chair of the Land Protection Committee for Debbie Lang who was chairing 2 committees. Ginny Gwynn is going off the board soon and is looking at who will be the next Development Committee Chair.

#### **Investment Committee:**

Steve Root reported equities are down a little, bonds are up a little. Schwab stock has been falling but under our regulatory system we are not at risk.

The investment committee is reaching out to add a committee member. Mike Quinn is in conversations with a good candidate who seems interested.

#### **Development Committee:**

Ginny Gwynn noted that the personal touch really helps with development/stewardship. Thank you to all BOT members for coming to events and writing personal notes on the thank you letters and on the Annual Fund letters. This Monday there is a Butterfly program at the LSPA who is co-sponsoring the event with ASLPT. All are invited to attend.

Diane Robbins has a development background and spoke a little about how important stewardship is. Writing notes are personal and having assigned members starts a consistency of thanking the same person. They hear from the same trustee over and over and it's meaningful. When it comes to notes on the Annual Fund Appeal Letter, Diane notes that this is a request for a 2<sup>nd</sup> gift. She also circles her name on the letterhead to point out her role at ASLPT.

It's also important to think about 5-10 new member suggestions each year for the Trustee Appeal Letter.

We would like Trustees to invite friends/members to their home for a Ben Wallace meet & greet (est. ten people). Diane encouraged all to consider this and the personal meet and greets could start in summer and go into October so they are not all on top of each other.

Andy & Anne both joined the meeting about 8:20 am.

#### **Membership:**

Jen Deasy began noting that the Trustee Prospect Letters were effective. We had an 18% success rate from those that were asked and became members.

Just under 700 Annual Fund letters are going out and we look forward to seeing the results as gifts come in over the next month.

Our membership is up by \$42,000 and 16 members compared to last year.

*Power issues began. The ASLPT office and many NL BOT residents on zoom clicked out of the meeting unexpectedly. For the rest of the meeting people were coming and out of the zoom meeting based on their connectivity. Lisa counted BOT members present before each vote to assure we had a quorum.*

#### **Building Committee**

Jeff Hollinger presented that he and Jen did a building walk through with Gavin and collected good information. Jen has a list going for facility contacts and timeline notes.

#### **DEI Discussion**

Susan Ellison noted the DEI statement in the BOT packet. Debbie wanted staff to discuss ways we are inclusive with different groups.

Anne noted her work with the local Abnaki on the Bradford Bog property and now on the Bradford Bog Headwaters property. They want to use the land for traditional harvesting of plants for medicinal and herbal uses. Not commercial use. Andy noted that regarding the Abnaki requests on the Bradford Bog property, we can create a memorandum of understanding to help them utilize the land in the ways they want to. He has our lawyer looking at the language.

Anne also discussed ideas such as 'all person' trails that have a universal design and are easier to walk on for people with mobility issues. We can also bring nature to the nursing homes. Glennie can help with that outreach while she is here this year. Kristy is also working with Colby-Sawyer College marketing students to evaluate our social media, website and other marketing efforts.

Lisa asked if we should vote to approve the DEI statement and place it on our website or should we address it more. Ginny did not think it was ready for a vote. Ginny, Lisa and Susan will review the statement and we will not vote at this meeting.

#### **Stewardship Committee:**

Anne explained that the Stewardship Committee discussed that the current landowner of the Bradford Bog Headwaters property wants to reserve a right for the Abenaki people to have the ability to make an agreement with the landowner so they can harvest plants on the property and conduct other traditional activities on the land. The language going into the warranty deed is not a memorandum of understanding (MOU), but reserve the right to create an MOU later between the parties.

For the BOT to know, New London trails are not permitting in residential areas. The town vote reschedule for March 28 will have an article addressing this. Yes, there are already trails in residential areas, but they officially should not be there. So we can not add new trails or upkeep old trails based on the NL article.

#### **Land Protection Committee:**

Andy let the board know that the Moose Plate administration wants us to have a specific authorization naming Moose Plate in a board vote regarding fundraising for the Bradford Bog Headwaters. This is a new specific wording request. Andy presented the resolution to a prior board vote as follows:

The Aulston Sargent Land Preservation Trust will accept the NH State Conservation Committee funds and authorize Executive Director Deborah Stanley to enter into a contract with the NH State Conservation

**Committee, Department of Agriculture, Markets and Foods. The Board voted and approved unanimously.  
(15/2023)**

A Messer farm conservation easement is in the works that is aimed at the fields. The CE will prohibit solar and any view blocking or subdivision of the property. This will be completed before Debbie retires.

Related to the conservation plan – the Lands Committee decided to have more outreach to the towns of Sunapee, Bradford and Sutton. Working with tax maps they are going to look at abutters of quality (future) land easements and reach out to those abutters to discuss easements which continues our goal to hit 30% conservation by 2025.

Russ gave high praise to the staff about the new Conservation map.

There was no new business.

The next meeting will be May 17.

Zoom meeting adjourned at 9:21

Respectfully submitted,  
Susan C. Ellison, Secretary





AUSB-10

QP ID: T.J

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/10/2023

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).

<b>PRODUCER</b> <b>MALONEY ASSOC INS - NEW LONDON</b> PO Box 858 New London, NH 03257	603-277-9508	<b>CONTACT NAME:</b> Terri Jillson White <b>PHONE (A/C, No., Ext):</b> 603-277-9508 <b>FAX (A/C, No.):</b> 603-526-2315 <b>E-MAIL ADDRESS:</b> terrijw@maloneyassoc.com
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>Ausbon Sargent Land Pres. Trst</b> P.O. Box 2040 New London, NH 03257	<b>INSURER A:</b> Travelers Ins. Co.	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV IN JURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6JUB0642C413	08/15/2022	08/15/2023	PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 100,000 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)  
land trust

<b>CERTIFICATE HOLDER</b>  NH State Conservation Committee Dea Brickner-Wood 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 