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

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Shawn N. Jasper, Commissioner

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March 15, 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 Belknap County Conservation District, Laconia, NH, Vendor Code 154869- B001, in the amount of \$30,000.00 for the *Wood Ash / Lime Spreader Equipment for Belknap County* project in the Belknap 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 and 2025, 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>FY2025</u>	<u>TOTAL</u>
073-500581	Grants – State	\$28,300.00	\$1,200.00	\$500.00	\$30,000.00

**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 Belknap County Conservation District to perform certain tasks as enumerated in Exhibit B for the purposes of purchasing agricultural equipment for landowners and managers to use in Belknap County and providing outreach and technical assistance. 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:**

<b>1.1. State Agency Name</b> State Conservation Committee		<b>1.2. State Agency Address</b> P.O. Box 2042 Concord, NH 03302	
<b>1.3. Grantee Name</b> Belknap County Conservation District		<b>1.4. Grantee Address</b> 64 Court Street, Laconia, NH 03246	
<b>1.5. Grantee Phone #:</b> 414-837-8976	<b>1.6. Account Number</b>	<b>1.7. Completion Date:</b> 4/30/2025	<b>1.8. Grant Limitation:</b> \$ 30,000.00
<b>1.9. Grant Officer for State Agency</b> Deirdre Brickner-Wood		<b>1.10. State Agency Telephone Number</b> (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."			
<b>1.11. Grantee Signature 1</b> 		<b>1.12. Name &amp; Title of Grantee Signor 1</b> Donna Hepp, Chair	
<b>Grantee Signature 2</b>		<b>Name &amp; Title of Grantee Signor 2</b>	
<b>Grantee Signature 3</b>		<b>Name &amp; Title of Grantee Signor 3</b>	
<b>1.13. State Agency Signature(s)</b> 		<b>1.14. Name &amp; Title of State Agency Signor(s)</b> Shawn N. Jasper, Commissioner	
<b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b> By: <i>Christopher G. Aslin</i> Senior Assistant Attorney General, On: 4/11/2023			
<b>1.16. Approval by Governor and Council (if applicable)</b> By: _____ On: 7/7			

**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. **AREA 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 ITS 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 5.5 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-c.

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 of 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 of 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, formulae, 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 of 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 ever, 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 of 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 employees 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 D, 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, in 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 supercedes 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 Belknap County Conservation District shall perform the following tasks as described below and detailed in the proposal titled *Wood Ash / Lime Spreader Equipment* in the Belknap County, NH, dated September 9, 2022:

**Task 1:** Provide equipment sales order documentation for the purchase of a Wood Ash / Lime Spreader and attachments. Provide a rental agreement form, for the purpose of making the equipment available to landowners and managers. Provide agreement with host farm to store equipment.

**Task 2:** Complete equipment inventory agreement, including equipment purchase documentation. Complete up to two equipment demonstration workshops to demonstrate equipment usage and soil health.

**Task 3:** Provide the following for project outreach and completion:

- a. 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.
- b. Provide at least one project photograph for NH State Conservation Committee use.
- c. 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.
- d. Submit final report and associated documents, as provided and 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.

**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:

Grantee Initials: DLH  
Date: 3/13/23

Upon Completion and SCC approval of Task 1:	\$28,300.00
Upon Completion and SCC approval of Task 2:	\$ 1,200.00
Upon Completion and SCC approval of Task 3:	\$ 500.00
Total:	\$30,000.00

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 DLH  
Date 3/13/23

CERTIFICATE of AUTHORITY

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

- 1. I am the duly elected Supervisor on the Board of Supervisor (Certifying Officer Title);
- 2. At the meeting held on this date: \_\_\_\_\_, the \_\_\_\_\_ (Grantee Name)  
voted to accept New Hampshire State Conservation Committee funds and enter into a contract with the New  
Hampshire State Conservation Committee, Department of Agriculture, Markets and Foods;
- or
- 2. The Bellknop County Conservation District (Grantee Name) has agreed to accept New  
Hampshire State Conservation Committee funds and to enter into a contract with the NH State Conservation  
Committee, Department of Agriculture, Markets and Foods;
- 3. The Bellknop County Conservation District (Grantee Name) further authorized the  
Chair, Board of Supervisors (Officer Title) to execute any documents which may be necessary for this  
contract;
- 4. This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force  
and effect as of the date hereof; and

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

Donna L. Hepp  
Print (Officer Name)  
Chair, Board of Supervisors  
Print (Officer Title)

6. I have hereunto set my hand as the

Dean Anson  
Sign (Certifying Officer Name)  
3/13/2023  
Date Signed:

Dean Anson II Supervisor  
Print (Certifying Officer Name)  
Supervisor BCBD Board  
Print (Certifying Officer Title)

DRAFT

Belknap County Conservation District (BCCD)  
BCCD Board of Supervisor (BOS) Monthly Meeting  
Meeting Date: March 2, 2023 - 5:00 to 6:45 PM  
Location: Belknap County Complex, Laconia  
Prepared by: Lisa Morin, BCCD Coordinator

Attending In Person: Donna Hepp, Chair; Dean Anson, Supervisor; Jamie Irving, Supervisor; John Plumer, Supervisor  
Attending Virtually: Ken Kettenring, Associate Supervisor  
Staff: Jessica Rock, District Conservationist; Lisa Morin, BCCD Program Coordinator

Called to order at 5:05 PM by Donna Hepp, Chair

- Introductions - Donna appointed Ken Kettenring, Associate Supervisor, voting privileges for tonight's meeting until Jamie Irving arrives.
- Agenda and Minutes: The Board agreed upon the meeting agenda as presented. The Board reviewed the BCCD meeting minutes of February 2023. Ken moved to accept the minutes as written, and John seconded the motion. The motion passed unanimously.
- Financial Snapshot and County Budget.  
(Jamie Irving arrives at 5:10 PM.)
  - Lisa provided Quickbooks financial reports covering the months of January & February.
  - Lisa reminded the Board that a Belknap County Delegation meeting is being held on March 6<sup>th</sup> to discuss the 2023 Proposed County Budget. Donna will attend the meeting.
    - Dean would like to see BCCD request an increase to their 2023 request of \$50,000 by 8% to reflect the cost-of-living increase to Social Security. After discussion it was agreed that BCCD would not ask for an increase this year, opting to work over the next year to promote our need for an increase in 2024. Dean requested that this topic be on the agenda for the April BCCD board meeting.
- Calendar of Events
  - Lisa provided the Board with an updated Calendar of Events.
  - March 27<sup>th</sup> event
    - The Board requested that BCCD start using QR codes on event flyers starting with the March 27<sup>th</sup> event. Lisa will reach out to a volunteer to help with this task.
    - Dean asked Lisa to invite the recipients of the Climate Resiliency Grant-Belknap County to the event.
    - Donna will invite the group Farm Strong to have a table at the event.
    - John would like to see all Delegates receive a copy of the flyer/postcard promoting the event.
    - Jessica noted that she has invited several NRCS staff members to attend the event to staff the NRCS table.
  - Tree Sale activities start at Picnic Rock Farm in early April running until April 30<sup>th</sup>. Donna asked Lisa to keep the Board updated on what help she needs and when.
  - Belknap Mill Display - Dean reported that he has arranged for several organizations, including BCCD, to have a display at the Belknap Mill for the month of May.
  - John would like to see BCCD have an event at Moulton Farm. Donna agreed and suggested that Beans and Greens would also be a good venue.
  - Donna proposed holding the April BCCD Board Meeting at Prescott Farm Environmental Education Center in Laconia. There will be an optional short tour of the farm and new

construction prior to the meeting. Jessica will invite Kim McCracken of NRCS to attend the meeting in her place as she will be serving on a detail out of State.

- **NRCS Report:**

- o Jessica is leaving on an out of State detail starting March 12<sup>th</sup> and will return sometime in July or August. In her absence, Helen Castles will be the acting District Conservationist. There was a discussion of staffing changes within the Concord Field Office and the State Office. Notably, Becky Ross, State Conservationist, will be serving a detail in Washington DC.
- o Bill Hoey, Soil Conservationist, was recently promoted and will be moving to the NRCS-NH Epping Field Office. He will continue to work with a few of his long-time clients in Belknap County.
- o Jessica reviewed the number of Farm Bill applications approved for Belknap County clients in the first round of the 2023 cycle. A second round of applications will be open March 17<sup>th</sup>. Donna shared that Becky Ross, NRCS, recently stated that the legislative and funding opportunities to address climate change are a "Dust Bowl" moment. There will be a steep increase in Federal funding until year 2027.

- **BCCD Chair Report:**

- o Donna reported she would like to implement a rotating location schedule for BCCD Board meetings. In addition, she hopes to be able to have a special guest speaker or highlight a new location at each meeting.
- o **NHACD/SCC Updates:**
  - The SCC is putting together language for a Congressional earmark through Congresswoman Annie Kuster's office.
  - NHACD is forming a Climate Smart platform focusing on climate monitoring with a special lens on carbon monitoring.
  - Donna reported that Senator Shaheen's office is looking at how to help develop conservation leadership and wants feedback specific to the Farm Bill. Senator Hassen's office is accepting programmatic requests.
  - Donna would like to see NH Conservation Districts identify focus areas.
- o In response to concerns over proposed NH House Bill #2 and House Bill #655, meeting attendees discussed the consequences if these bills pass. It was decided and approved by meeting attendees that BCCD will write a position letter opposing these bills. Jamie will help write the position letter with assistance from Dean and Ken.
- o Donna reported that she has asked Dean to sign authorization documents related to the grant for the Wood Ash/Lime Spreader. The Board had no objection.

- **Supervisor's Report:**

- o Dean requested that a discussion of how BCCD can help Ian Bird, a farmer in Laconia, be put on the BCCD April Board Meeting agenda. In the meantime, Lisa will reach out to Kelly McAdam of UNH Cooperative Extension-Belknap County, to make her aware of our discussion.

- **Coordinator's Report:**

- o In the month of December Lisa primarily focused on getting the Tree Sale information developed and sent out. In January she entered orders received and worked with the Volunteer Coordinator on events planning.
- o Upcoming is preparing for the office move to the cellar of the courthouse.

- **Other Business:**

- o John requested that BCCD Board members be provided nametags. Donna charged Lisa with looking into this.

6:45 PM the meeting adjourned. The next regularly scheduled BCCD Board Meeting will take place on Thursday, April 6th, 2023 (specific time to be determined) at Prescott Farm Environmental Education Center on White Oaks Road, Laconia, NH.

DRAFT



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex) is organized under the New Hampshire Revised Statutes Annotated, Chapter 6-B, Pooled Risk Management Programs, in accordance with those statutes, its Trust Agreement and bylaws. Primex is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

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

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

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

<b>Participating Member:</b> Belknap County Conservation District 64 Court Street Laconia, NH 03246		<b>Member Number:</b> 597	<b>Company Attending Coverage:</b> NH Public Risk Management Exchange - Primex Bow Brook Place 48 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limit, NH Statutory Limit, May Apply, If Not	Statutory Limit, May Apply, If Not
<input checked="" type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2022	7/1/2023	Each Occurrence: \$ 5,000,000	
			General Aggregate: \$ 5,000,000	
			Fire Damage (Any one fire):	
			Med Exp (Any one person):	
<input checked="" type="checkbox"/> Automobile Liability Deductible: Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2022	7/1/2023	Combined Single Limit (Each Accident): \$5,000,000	\$5,000,000
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> Statutory	
			Each Accident: \$2,000,000	
			Disease - Each Employee: \$2,000,000	
			Disease - Policy Limit:	
<input checked="" type="checkbox"/> Property (Special Risk includes Fire and Theft)	7/1/2022	7/1/2023	Blanket Limit/Replacement Cost (unless otherwise stated):	Deductible: \$1,000
<b>Description:</b> Proof of Primex Member coverage only.				

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party:</b>	<b>Loss Payee:</b>	Primex - NH Public Risk Management Exchange
NH State Conservation Committee PO Box 2042 Concord, NH 03302			By: <i>Keya Ebel Pineda</i> Date: 7/13/2023 <a href="mailto:mgaurc@nhprimex.org">mgaurc@nhprimex.org</a> Please direct inquiries to: Primex Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax