

New Hampshire
 Department of Agriculture,
 Markets & Food

Shawn N. Jasper, Commissioner

58

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 Moose Mountains Regional Greenways, Union, NH, Vendor Code 158965, in the amount of \$21,000.00 for the *MMRG Keating Conservation Easement* project in the Town of Milton, Strafford County, NH, effective upon Governor and Council approval for the period of July 1, 2023 through April 30, 2025. 100% Other Funds.

Funding is anticipated to be available in Fiscal Years 2024 and 2025 in account, Soil Conservation, 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>FY2024</u>	<u>FY2025</u>	<u>TOTAL</u>
073-500581	Grants – State	\$20,500.00	\$500.00	\$21,000.00

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 Moose Mountains Regional Greenways to perform certain tasks as enumerated in Exhibit B for the purposes of permanently protecting the 58-acres, more or less, Keating property in the Town of Milton, 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

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 Moose Mountains Regional Greenways		1.4. Grantee Address P.O. Box 191, Union, NH 03887	
1.5. Grantee Phone # 603-473-2020	1.6. Account Number	1.7. Completion Date 4/30/2025	1.8. Grant Limitation \$ 21,000.00
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  2/2/2023		1.12. Name & Title of Grantee Signor 1 Jillian Eldredge, 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: 4/11/2023			
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. **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 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 5.3 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-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 interpreted 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**

6.1. 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 organization 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, formulas, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, or 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, transmission, 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.

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 entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. 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.

12.4. 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.

13. **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 \$300,000 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 issues 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 Moose Mountains Regional Greenways shall perform the following tasks as described below and detailed in the proposal titled *MMRG Keating Conservation Easement* in the Town of Milton, Strafford County, NH, dated September 9, 2022:

Task 1: Preparation for the protection of the 58-acres, more or less, Keating property in the Town of Milton, NH. Complete due diligence tasks, provide documents and verification of SCC Grant funded transaction costs.

Task 2: Complete due diligence and permanently protect through the purchase of a conservation easement the 58-acres, more or less, Keating property.

- a. Complete the following:
 - i. Complete due diligence tasks, provide documents and verification of SCC Grant funded transaction costs.
 - ii. Recorded Conservation Easement deed.
 - iii. Property Settlement Statement.
 - iv. Executive summary of property appraisal.
 - v. Executive summary and signatory acknowledgement of the Baseline Documentation Report.
 - vi. Verification of the Stewardship Endowment financial commitment for the conservation easement 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

Date

le
9/2/23

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	\$14,500.00
Upon Completion and SCC approval of Task 2	\$ 6,500.00
Total	\$21,000.00

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 X
Date 2/2/23

State of New Hampshire

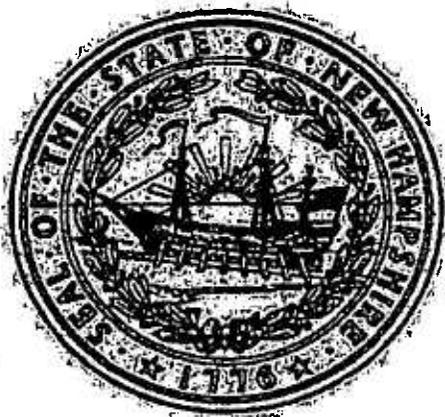
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MOOSE MOUNTAINS REGIONAL GREENWAYS is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 04, 2000. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 337198

Certificate Number: 0006101642



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed

the Seal of the State of New Hampshire,

this 31st day of January A.D., 2023.

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

David M. Scanlan

Secretary of State

CERTIFICATE of AUTHORITY

I, Nicole Csizser (Certifying Officer Name), Chair

(Certifying Officer Title) of the Moose Mountains Regional Greenways (MMRG) (Grantee Name) do hereby certify that:

1. I am the duly elected Chair (Certifying Officer Title);
2. At the meeting held on this date 01/23/2023, the MMRG (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 Moose Mountains Regional Greenways (MMRG) (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 Moose Mountains Regional Greenways (MMRG) (Grantee Name) further authorized the Executive Director (Officer Title) to execute any documents which may be necessary for this contract;
4. This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
5. The following person has been appointed to and now occupies the office indicated in (3) above:

Jillian Eldredge

Print (Officer Name)

Executive Director

Print (Officer Title)

6. I have hereunto set my hand as the

Nicole Csizser
Signature (Certifying Officer Name)
2/2/23
Date Signed

Nicole Csizser

Print (Certifying Officer Name)

Chair

Print (Certifying Officer Title)

MOOSE MOUNTAINS REGIONAL GREENWAYS
Board Meeting @ 6:30 PM
Via a Google Virtual Coronavirus Teleconference
January 23, 2023

Members Present: Nicole Csizser, Ron Gehl, Peter Goodwin, Jared Kane, Jon Nute, Steve Panish, Steve Scapicchio, Wendy Scribner, Ian Whitmore

Staff Present: Jillian Eldredge

Meeting to Order: 6:32 PM

CONSENT AGENDA - Supporting Information in GSuite

- Educational Outreach Committee – Minutes
- Stewardship & Lands Committee – Minutes
- Executive Director's Report
- Supporting information in GSuite.

Steve Scapicchio moved to accept the Consent Agenda

Jared Kane seconded

Approved unanimously

ACTION AGENDA

Approve Meeting Minutes from January 2, 2023

Steve Scapicchio moved to approve.

Ron Gehl seconded.

Approved unanimously

Treasurer's Report

Ian Whitmore presented the following financial overview.

Total assets at December 31, 2022 were \$4,079k compared to \$3,852k a year prior.

Total income for 2022 was \$226k compared to the budget forecast of \$183k.

Total 2022 expenses were \$209k versus a budget forecast of \$311k, due mainly to lower salary payouts.

The year 2022 ended with an unexpected surplus.

For the month of December 2022 the investment account at NHTrust fell 3% from \$838k to \$813k, compared to a 5.9% drop in the S&P500 for the same period.

For the year 2022 the Investment Account, managed by Schwab and then NHTrust at the end of the year, fell 18.3% from \$995k to \$813k. This compares to a 19.44% drop in the S&P500.

Steve Scapicchio moved to approve the Treasurer's Report

Ron Gehl seconded

Approved unanimously

OLD BUSINESS

Volunteer Appreciation Breakfast February 11, 2023

Board members were asked to inform Jillian if they will be helping.

Garland Pond

NH Fish and Game confirmed their funding process requires the lands to be held in conservation in perpetuity. In addition, NHF&G rarely sell property and requires a rigorous review process to do so.

In other words, these lots will be permanently conserved if sold to NHF&G.

Ron Gehl moved to sell lots to NHF&G

Peter Goodwin seconded.

Approved unanimously

Woodard Hire

Jillian Eldredge reviewed the eight month term contract with Jenn Woodard signed today at a rate of \$18 for the volunteer public relations position.

Update/Expansion of the Conservation Action Plan

Jillian updated the contractor with the current timeline as work is being done to secure funding sources.

NEW BUSINESS

Elizabeth Gillette Resignation

Jillian Eldredge informed the Board that Elizabeth Gillette has had to tender her resignation from the Board in order to manage family issues. This was not motivated by any ill will towards MMRG. Jillian informed Elizabeth that when these issues resolve MMRG would be happy to have her on the Board again.

Victor Piekarski

Jillian Eldredge informed the Board that Victor Piekarski suffered a severe spinal cord injury with paralysis from the waist down. A card and a plant were sent out from MMRG. MMRG has also offered assistance on stewardship activities on the Piekarski's land.

Jon Nute asked Jillian to send out Victor and Elizabeth's address so board members could send personal cards.

Astrid Wielands 6 Month Review

Jill Eldredge asked Board members for performance feedback. Jill is very pleased with her performance.

Branch Hill Farm

Jared Kane, Executive Director of Branch Hill Farm of the Carl Siemon Family Charitable Trust reviewed services provided by Branch Hill Farm to MMRG. In 2022 Branch Hill Farm provided in kind donations of \$8.7k of labour. In addition, there were seven educational events hosted by Branch Hill Farm on behalf of MMRG. Each of the events was reviewed by Jared.

CSFCT is happy to sponsor these events and looks forward to continue working with Jill and MMRG to hold future events.

Peter Goodwin underscored how wonderful this relationship and the events are. Peter also said how involved and active Jared has been.

Jill underscored Peter's comments citing a number of examples of coordinated work and activities.

Nicole Csiszer also added her own very big thank you for the partnership noting the importance of the Branch Hill Farm/MMRG Memo of Understanding for facilitating this partnership.

Fundraising

Jillian Eldredge reviewed annual appeal highlights.

Regular donations throughout the year was about \$10k higher than the previous year.

Annual appeal was also up about \$10k over the previous year.

An excellent fundraising year and Jill can't explain why.

The annual appeal average gift amount increased.

Jillian did note there was no large land campaign at the same time as the annual appeal this year (Teneriffe Mountain in 2021). This had the effect of increasing annual appeal income, although the Ossipee campaign earlier in 2022 may have impinged on the annual appeal.

There were more online donations this year, although it is a small portion of total donations. Much of the online giving was in the last few days of December – clearly, tax timing driven.

The \$7,000 matching opportunity in the 2022 annual appeal must have helped but there are no hard statistics to prove this, other than some donors gave a second gift perhaps to help reach the matching total.

The number of first-time donors decreased which is a disappointment.

Our donor base is very loyal. If they stay for 2 years, then they tend to stay permanently. This is why new donors are so important.

Peter Goodwin noted the Wentworth Watershed Association gets strong support from lake front property owners. Tuftonboro and Ossipee offer the same opportunity for accessing new donors.

Jill agreed but remains disappointed that our total donor base is still shy of 200.

MMRG did significantly increase to 57%, the percentage of donors who reside within our service area, versus seasonal donors.

Certificate of Authorities for Pending Land Projects

The Tuftonboro Great Meadow land project requires a notarized agreement.

Peter Goodwin moved that MMRG enter into a grant agreement with the Aquatic Resource Mitigation (ARM) Fund with Jillian Eldredge as a signatory on behalf of MMRG.

Wendy Scribner seconded
Approved unanimously

Steve Scapicchio moved that MMRG enter into a grant agreement with the State Conservation Committee with Jillian Eldredge as a signatory on behalf of MMRG for the Keating and Steer Conservation Easement Projects.

Peter Goodwin seconded
Approved unanimously

New Land Projects

Ron Gehl reviewed the Shillaber property along Sheepboro Road in Farmington, comprised of about 200 acres, saying it fits MMRG's conservation profile. The property is contiguous with an adjacent parcel in Stafford and is complete with natural resources.

It has an actively managed forest with a forest management plan by Forester Charlie Morenao. It has a variety of forest types.

The Berry River flows through the property. This river feeds the City of Rochester water supply. Thus the city may help in the conservation of this property. Wetlands surround the river. The river is part of the Salmon Falls watershed.

Both the State wildlife action plan and the MMRG conservation action plan rate the property as of high conservation value. Wildlife connectivity is high.

A large number of undeveloped properties surround this property. These properties are also designated in the Rochester and Farmington conservation action plans as high priority.

It is close to the Leary property on which MMRG holds an easement. There are a nice set of trails on the property.

Conserving this property could lead to other neighboring properties being conserved.

The owners of the property have had an assessment done for the value of a conservation easement on the property.

Peter Goodwin asked about the logging on the land. Ron replied it was high quality logging. It is a well-managed property according to Ron. There was a discussion on the severity of the logging. Wendy Scribner said holding an easement would allow MMRG access to the forest management plan. The property owner has forwarded its conservation objectives to MMRG.

The Stewardship and Lands Committee recommends the Board approve pursuing this property as a land project.

Steve Panish inquired about other conserved properties in the area.

The project budget is about \$335k with possible grant sources of \$340k.

Veronica Bodge won this project for MMRG since the family shopped it around to several land trusts. Peter Goodwin noted that when working with Veronica on properties she has been very meticulous.

Peter Goodwin proposed a \$10k expense contingency be added to the budget since final expense numbers for line items (e.g., surveying) were not known at the moment.

Steve Scapicchio moved the \$335k project budget be approved with an additional \$10k for contingency for expenses.

Peter Goodwin seconded.

Approved unanimously with Ron Gehl and Jon Nute abstaining due to having personal relationships with the owner.

LTA Annual Meeting

Jillian Eldredge would like to send Veronica Bodge to this conference. A request for the Board to approve her attendance will be coming at a future meeting.

MMRG Conservation Action Plan Upgrade

Jillian Eldredge has been pursuing funding for the upgrade with Tufonboro sources that did not materialize. In the alternative, Jill has several other possible grant funding sources.

Peter Goodwin moved to execute the contract with Steve Whitman to undertake the work.

Steve Panish seconded

Approved unanimously.

EXECUTIVE SESSION

There were no items for an executive session.

ADJOURNMENT

Motion to adjourn: Peter Goodwin

Motion seconded: Jared Kane

Approved unanimously at 8:05 PM

Respectfully submitted by;

Ian Whitmore

Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/17/2023

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).

PRODUCER The Frank Massin Agency Inc 32 NH Rte. 110 P.O. Box 430 Fitzwilliam NH 03447	CONTACT NAME: Fitzwilliam Account PHONE (A/C, No., Ext): (803) 585-3411 FAX (A/C, No.): (803) 585-3418 E-MAIL ADDRESS:																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Philadelphia Indemnity Ins. Co</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td>Ohio Security Insurance</td> <td>24082</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Philadelphia Indemnity Ins. Co		INSURER B:	Ohio Security Insurance	24082	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURED Moose Mountains Regional Greenways Inc. PO Box 101 Union NH 03887																					

COVERAGES	CERTIFICATE NUMBER: 2022-2023	REVISION NUMBER:
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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.

INSTR LTR	TYPE OF INSURANCE	ADDCSUBR INSD WVD	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		PHPK2477400	12/01/2022	12/01/2023	EACH OCCURRENCE: \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence): \$ 100,000 MED EXP (Any one person): \$ 15,000 PERSONAL & ADV INJURY: \$ 1,000,000 GENERAL AGGREGATE: \$ 2,000,000 PRODUCTS - COMP/OP AGG: \$ 2,000,000
	AUTOMOBILE LIABILITY <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): \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED. <input type="checkbox"/> RETENTION \$:					EACH OCCURRENCE: \$ AGGREGATE: \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH): If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	XWS50353041	01/05/2023	01/05/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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 107. Additional Remarks Schedule, may be attached if more space is required)

Nonprofit land conservation organization. NH State Statutory.

CERTIFICATE HOLDER New Hampshire State Conservation Committee PO Box 2042 Concord NH 03302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS: AUTHORIZED REPRESENTATIVE 
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