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New Hampshire
Department of Agriculture,
Markets & Food

Shawn N. Jasper, Commissioner

5D

March 14, 2024

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

REQUESTED ACTION

Authorize the New Hampshire State Conservation Committee (SCC) to amend the grant agreement with Five Rivers Conservation Trust, Concord, NH, Vendor Code 156600-B001, for the *Potter Family Farm* in the City of Concord, Merrimack County, by extending the grant completion date from April 30, 2024 to April 30, 2025, effective upon Governor and Council approval. The original grant agreement was approved by Governor and Council on May 4, 2022 item #52. No additional funds are needed. 100% Other Funds

EXPLANATION

The Five Rivers Conservation Trust received a grant to permanently protect 88-acres of the Potter Farm in Concord, NH. The project was planned to be completed by April 30, 2024, however due to delays in completing due diligence, the project will be completed by April 30, 2025. The Five Rivers Conservation Trust intends to complete the project within the requested grant extension period.

The SCC is confident that the grantee possesses the necessary staff and resources to effectively carry out the duties imposed by this grant.

Respectfully submitted,



Shawn N. Jasper
Commissioner

Amendment of Contract

The NH State Conservation Committee Department of Agriculture, Markets and Foods and Five Rivers Conservation Trust hereby mutually agree to amend the contract for *Potter Family Farm* project originally approved by the Governor and Executive Council on May 4, 2022 Item #54, as follows:

1. Amend General Provision 1.7, Completion Date, from "4/30/2024" to "4/30/2025"; and
2. All other terms and conditions of the original contract shall remain the same in full force and effect as originally set forth; and
3. This amendment is subject to approval by the Governor and Executive Council.

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

Five Rivers Conservation Trust

Elizabeth H. Short
NAME: Elizabeth Short
Executive Director
Title

3/8/2024
Date

Department of Agriculture, Markets and Foods

Shawn Jasper
Shawn Jasper, Commissioner

3/15/24
Date

Approved as to form, substance, and execution.

Sheri Phillips, AAG
Attorney General

3/18/2024
Date

Certificate of Authority #2 – Resolution for Bylaws

I, Kathryn Ward hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name #1)
Five Rivers Conservation Trust. I hereby certify the following is a true copy of the
(Name of Grantee)

current Bylaws or Articles of Incorporation of the Corporation and that the Bylaws or Articles of Incorporation
authorize the following officers or positions to bind the

Board of Directors / Council / Selectboard / Supervisors for contractual obligations.
Executive Director

(list officer titles or position)

I further certify that the following individuals currently hold the office or positions
authorized: Elizabeth Short, Executive Director
(list individuals holding positions authorized)

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence
that the person listed above currently occupies the position indicated and that they have full authority to bind the
corporation. This authority shall remain valid for thirty (30) days from the date of this certificate.

DATE: 3/11/24

Kathryn A Ward, Digitally signed by Kathryn A
Ward, FN!
Date: 2024.03.11 15:23:27 -0500
ATTEST: PE
(Name #1 & Title)



FIVE RIVERS
CONSERVATION TRUST

Local Land Trust for the
Greater Capital Region

Board of Trustees

Jamie Robertson, Contoocook,
Chair

Kelly Buchanan, Concord
Vice-Chair

Bob Dawkins, Bow
Treasurer

Katy Ward, Henniker
Secretary

Sarah Allen, Warner

Brad Cilley, Concord

Tim Fleury, Sunapee

Mike Lynch, Concord

Joanie McIntire, Concord

Beth Moore, Hopkinton

Scott Piper, Webster

Staff

Liz Short

Executive Director

Jeff Evans

Director of Conservation

Jam Mutschler

Development and

Communications Manager

Service Area

Belmont, Boscawen, Bow,

Canterbury, Chichester,

Concord, Dunbarton,

Gilmanton, Henniker,

Hillsborough, Hopkinton,

Loudon, Northfield,

Pembroke, Salisbury,

Warner, Webster

The Five Rivers

Blackwater, Contoocook,

Merrimack, Soucook, Warner

10 Ferry Street, Suite 311-A
Concord, NH 03301
603-225-7225
Srt.org

December 12, 2023

To Whom It May Concern,

This letter verifies that Elizabeth H. Short is the current Executive Director of Five Rivers Conservation Trust, and as such, she is authorized to enter into a contractual agreement on behalf of the organization.

As further support attached please find an excerpt of minutes from Five Rivers Conservation Trust's March 23, 2020, meeting at which the Trustees voted in favor to issue authorization for Five Rivers' Executive Director to sign any grant application, grant contract and any other necessary material to apply for or accept grants related to the operations of or programs of Five Rivers Conservation Trust.

Kathryn A. Ward, Secretary
Five Rivers Conservation Trust



FIVE RIVERS CONSERVATION TRUST
Minutes—Board of Trustees Meeting
Monday, March 23, 2020 5:05 pm-6:40 pm
Via Zoom, Virtual Meeting, Concord, NH 03301

CONFIDENTIAL

Board Members Present: Maura Adams, Chair; Rich Cook, Vice-Chair; Mike Shearin, Treasurer; Bob Cotton, Secretary; Katy Ward; Liz Short; Kathy Barnes; Sarah Thorne; and, Mike Hvizda.

Absent: Steve Blackmer and Jeanne Herrick

Staff: Beth McGuinn and Alison Scheiderer.

Ms. Adams opened the meeting with the consent agenda and asked for corrections or comments on the minutes of the March 2, 2020 meeting. There being no corrections, Ms. Thorne **moved approval of the minutes.** Ms. Short seconded the motion. There being no further discussion, the Board of Trustees **voted unanimously in favor of the motion.**

Ms. McGuinn next provided the ED Report. [REDACTED]

Ms. McGuinn next introduced two requests for signature authority. One is a general request with respect to grants [REDACTED]

[REDACTED] Following brief discussion, Mr. Cotton **moved approval of the following two votes:**

The Board of Five Rivers Conservation Trust hereby issues a blanket authorization for Five Rivers' Executive Director, Chair and/or Vice Chair of the Board to sign any grant application, grant contract and any other necessary material to apply for or accept grants related to the operations of or the programs of Five Rivers Conservation Trust. And,

[REDACTED]

Ms. Adams seconded the motion. There being no further discussion, the Board of Trustees **voted unanimously in favor of the motion.**

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 FIVE RIVERS CONSERVATION TRUST is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 13, 1988. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 136984

Certificate Number: 0006603557



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of March A.D. 2024.

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

David M. Scanlan
Secretary of State



FIVERIV-01

ELEWIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/8/2024

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 Alliant Insurance Services, Inc. 4530 Walney Rd Ste 200 Chantilly, VA 20151-2285	CONTACT NAME: Kyle Murphy	
	PHONE (A/C, No, Ext): (703) 547-6288	FAX (A/C, No):
E-MAIL ADDRESS: Kyle.Murphy@alliant.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Federal Insurance Company		20281
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

Five Rivers Conservation Trust
 10 Ferry Street, Suite 311-A
 Concord, NH 03301

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	ADOL INSD	SUBR YVD	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 OTHER:	X		35852474	8/15/2023	8/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			93651218	8/15/2023	8/15/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	71777186	8/15/2023	8/15/2024	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)
 Grant: NH State Conservation Committee- Conservation Moose Plate Grant Program.
 New Hampshire State Conservation Committee is included as an Additional Insured on the General Liability policy as required by written contract.

CERTIFICATE HOLDER New Hampshire State Conservation Committee Attn: Dea Brickner-Wood 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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New Hampshire
Department of Agriculture,
Markets & Food

APR19'22 PM 1:02 RCVD

Yok
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Shawn N. Jasper, Commissioner

March 18, 2022

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

REQUESTED ACTION

Authorize the New Hampshire State Conservation Committee (SCC) to enter into a grant with Five Rivers Conservation Trust, Concord, NH, Vendor Code 156600-B001, in the amount of \$30,000 for the *Potter Family Farm* in the City of Concord, Merrimack County, effective upon Governor and Council approval through April 30, 2024. **100% Other Funds**

Funding is available in account, Soil Conservation, in Fiscal Year 2022 and 2023 and is anticipated to be available in Fiscal Year 2024, upon the continued appropriation of funds in the future operating budget as follows 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>CLASS-ACCOUNT</u>	<u>DESCRIPTION</u>	<u>FY 2022</u>	<u>FY2023</u>	<u>FY2024</u>	<u>TOTAL</u>
073-500581	Grants - State	\$500	\$29,000	\$500	\$30,000

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 Five Rivers Conservation Trust to perform certain tasks as enumerated in Exhibit B for the purposes of permanently protecting 88-acres of Potter Farm in Concord, 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

FORM NUMBER P-37 (version 12/11/2019)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State Conservation Committee		1.2 State Agency Address P.O. Box 2042 Concord, NH 03302	
1.3 Contractor Name Five Rivers Conservation Trust Vendor Code: 156600-B001		1.4 Contractor Address 10 Ferry St. #311A Concord NH 03301	
1.5 Contractor Phone Number (603) 225-7225	1.6 Account Number 2680-073	1.7 Completion Date 4/30/2024	1.8 Price Limitation \$30,000.00
1.9 Contracting Officer for State Agency Deirdre Brickner-Wood, SCC Grant Administrator		1.10 State Agency Telephone Number 603-271-3551	
1.11 Contractor Signature <i>Elizabeth H. Short</i> Date: 3/10/2022		1.12 Name and Title of Contractor Signatory Elizabeth Short Executive Director	
1.13 State Agency Signature <i>Shawn N. Jasper</i> Date: 3/25/22		1.14 Name and Title of State Agency Signatory Shawn N. Jasper Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>1st Stacie M. Mason</i> On: March 31, 2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials EHS
 Date 3/10/22

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform; the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary; and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder, and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity; or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**Exhibit A
Special Provisions**

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

**Exhibit B
Scope of Services**

The Five Rivers Conservation Trust shall perform the following tasks as described below and detailed in the proposal titled *Potter Family Farm* in the City of Concord, Merrimack County, NH, dated September 10, 2021:

Task 1: Permanently protect 88-acres, more or less, through the conservation easement on the property known as the Potter Family Farm property, located in the City of Concord, NH.

- a. Provide the following for the 88-acre, more or less, property:
 - i. Complete due diligence, 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. Provide a copy of the Stewardship Policy.
- b. Implement outreach and public awareness program, provide documentation of relevant publications. All outreach materials produced for public distribution shall include the NH State Conservation Committee Moose Plate logo and acknowledgment the project was funded by the NH State Conservation Committee Conservation Moose Plate Grant Program.
- c. Provide at least one project photograph (JPG) for NH State Conservation Committee use.
- d. Install and display, as appropriate to the project, the NH State Conservation Committee Moose Plate sign, provided by the NH State Conservation Committee. Provide a dated photograph of displayed sign.
- e. Submit final report in the NH State Conservation Committee format provided. The final report and all attachments as instructed by the SCC.

Subcontract Provision

The Grantee may subcontract the services described in the Tasks to entities that are qualified and appropriately licensed to conduct such activities.

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

All services shall be performed to the satisfaction of the NH State Conservation Committee (SCC) before payment is made. All payments shall be made upon receipt and approval of stated outputs and completion of the project.

Payment shall be made in accordance with the following schedule based upon completion of specific tasks described in Exhibit B:

Upon Completion and SCC approval of Task 1	\$30,000.00
Total	\$30,000.00

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FIVE RIVERS CONSERVATION TRUST is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 13, 1988. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 136984

Certificate Number: 0005676616



IN TESTIMONY WHEREOF,

I have set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of February A.D. 2021.

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

William M. Gardner
Secretary of State

Business Information

Business Details

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

Principal Purpose

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

Principals Information

Name/Title	Business Address
Maura Adams / Chairman of the Board of Directors	40 Thurston Pond Rd, Deerfield, NH, 03037, USA
Michael Hvizda / Other Officer	11 Washington St, Concord, NH, 03301, USA
Catherine Menard / Treasurer	83 Auburn St, Concord, NH, 03301, USA
Robert Cotton / Secretary	13 Pond Place Lane, Concord, NH, 03301, USA
Tracey Boisvert / Director	8A Lyndon St, Concord, NH, 03301, USA

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

Registered Agent Information

Name: Not Available

Registered Office Address: Not Available

Registered Mailing Address: Not Available

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
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No records to view.

[Filing History](#) [Address History](#) [View All Other Addresses](#) [Name History](#) [Shares](#)

[Businesses Linked to Registered Agent](#) [Return to Search](#) [Back](#)

NH Department of [Contact Us](#)
(/online/Home/ContactUS)

CERTIFICATE of AUTHORITY

I, J. Robert Cotton (Certifying Officer Name), Secretary (Certifying Officer Title) of the Five Rivers Conservation Trust (Grantee Name) do hereby certify that:

- 1. I am the duly elected Secretary (Certifying Officer Title);
- 2. The Five Rivers Conservation Trust (Grantee Name) has agreed to accept New Hampshire State Conservation Committee funds and to enter into a contract with the NH State Conservation Committee, Department of Agriculture, Markets and Foods;
- 3. The Five Rivers Conservation Trust (Grantee Name) further authorized the Executive Director (Officer Title) to execute any documents which may be necessary for this contract;
- 4. This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- 5. The following person has been appointed to and now occupies the office indicated in (3) above:

Elizabeth Short
 Print (Officer Name)
Executive Director
 Print (Officer Title)

6. I have hereunto set my hand as the
J. Robert Cotton
 Sign (Certifying Officer Name)
3/11/22
 Date Signed:

J. Robert Cotton
 Print (Certifying Officer Name)
Secretary
 Print (Certifying Officer Title)

FIVE RIVERS CONSERVATION TRUST
Minutes—Board of Trustees Vote by Email
March 3, 2022

CONFIDENTIAL

Board Members: Maura Adams, Chair; Jeanne Herrick, Vice-Chair; Cathy Menard, Treasurer; Bob Cotton, Secretary; Sarah Thorne; Jamie Robertson; Katy Ward; Tracy Boisvert; and Beth Moore.

Via electronic communication on February 25, 2022, Ms. Short communicated two votes are required in order to enter into a grant contract with the New Hampshire State Conservation Committee and accept funding for the Potter Family Farm project from the Moose Plate Conservation Grant Program. The Board's original vote on May 24, 2021 authorized Five Rivers to pursue negotiations on a conservation easement on 80 acres, more or less, of land owned by Potter Family Farm Trust located at 171 Oak Hill Road in Concord NH.

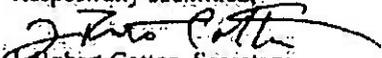
Ms. Thorne made the following two motions:

The Board authorizes the acceptance by Five Rivers Conservation Trust of \$30,000 from the New Hampshire SCC Moose Plate fund to be used toward the Potter Farm easement project.

The Board further authorizes Elizabeth Short, in her capacity as Executive Director of Five Rivers Conservation Trust, to sign a grant contract with the New Hampshire State Conservation Commission accepting funding from the Moose Plate program to be used toward the Potter Farm easement project.

Ms. Herrick seconded the motions, and all Trustees voted unanimously in favor of the motions. Votes were made by email communication between February 25, 2022 and March 3, 2022.

Respectfully submitted,


Robert Cotton, Secretary



FIVERIV-01

CCHALEANT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # DC36861
Charitly-Alliant Ins Svc Inc.
4530 Walney Rd Ste 200
Chantilly, VA 20151-2285

CONTACT Carol Chalfant
PHONE (A/C No. Ext): (703) 397-7841 FAX (A/C No.): (703) 397-0995
E-MAIL Address: carol.chalfant@alliant.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Federal Insurance Company	20281
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Five Rivers Conservation Trust
10 Ferry Street, Suite 311A
Concord, NH 03301

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.

INSTR. TYPE	TYPE OF INSURANCE	APPLICABLE PERIOD	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	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"/> INC. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: <input type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		35852474	8/15/2021	8/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG. \$ Included \$ COMBINED SINGLE LIMIT (Ea. accident) \$ BODILY INJURY (Ea. person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Ea. accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> COED <input type="checkbox"/> RETENTION \$		9365-12-18	8/15/2021	8/15/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.A. EACH ACCIDENT \$ 100,000 E.A. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/RENEGUTIVE OFFICE NUMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	(22) 7177-71-86	8/15/2021	8/15/2022	\$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Potter Family Farm - 2022 Conservation License Plate grant

CERTIFICATE HOLDER

CANCELLATION

New Hampshire State Conservation Commission
Attn: Dea Brickner-Wood
PO Box 2042
Concord, NH 03302

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE