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New Hampshire
Department of Agriculture,
Markets & Food

Shawn N. Jasper, Commissioner

67

April 2, 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 enter into a grant with
Franchestown Land Trust, Franchestown, NH, Vendor Code 254289, in the amount of \$30,000.00 for the
Comley Tract project in the Town of Franchestown, Hillsborough County, effective upon Governor and
Council approval for the period of July 1, 2024 through April 30, 2026. 100% Other Funds.

Funding is available in Fiscal Year 2025 in account, Soil Conservation, as follows:

02-18-18-184510-28600000 SOIL CONSERVATION

<u>OBJECT CLASS</u>	<u>ACCOUNT</u>	<u>FY2025</u>	<u>TOTAL</u>
073-500581	Grants – State	\$30,000.00	\$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 Franchestown Land
Trust to perform certain tasks as enumerated in Exhibit B for the purposes of permanently protecting
55-acres, more or less, of Comley property in the Town of Franchestown, Hillsborough County, NH.

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

Respectfully submitted,

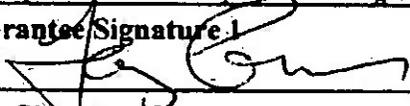
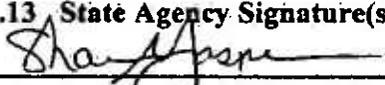


Shawn N. Jasper
Commissioner

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name State Conservation Committee		1.2. State Agency Address P.O. Box 2042 Concord, NH 03302	
1.3. Grantee Name Francestown Land Trust		1.4. Grantee Address P.O. Box 132, Francestown, NH 03043	
1.5. Grantee Phone # 603-344-0517	1.6. Account Number 28600000-500581	1.7. Completion Date 4/30/2026	1.8. Grant Limitation \$ 30,000.00
1.9. Grant Officer for State Agency Deirdre Brickner-Wood		1.10. State Agency Telephone Number (603) 271-3551	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Larry Ames, Chairperson	
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: <i>Sheri Phillips</i> Assistant Attorney General, On: 3/26/2024			
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 5.5 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-h.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions.
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA; RETENTION OF DATA; ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, 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 OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if 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 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 or 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

Initials
Date

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3/14/24

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE.**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, 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 supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Initials
Date

JSC
3/19/24

**Exhibit A
Special Provisions**

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

**Exhibit B
Scope of Services**

The Fracestown Land Trust shall perform the following tasks as described below and detailed in the proposal titled *Comley Tract* in the Town of Fracestown, Hillsborough County, NH, dated September 15, 2023:

Task 1: Complete preparation for the acquisition of a conservation easement on a parcel totaling 55-acres, more or less, property known as the Comley property (Property), located on Bennington Road in the Town of Fracestown, NH.

- a. Verification that all necessary project funds have been secured.
- b. Documentation of conservation easement purchase price, through provision of the property Purchase and Sale Agreement and/or Letter of Intent for Sale.
- c. Executive summary of the property appraisal.
- d. Provision of the conservation easement deed to be executed.
- e. Complete due diligence tasks, provide documentation and verification of costs.

Task 2:

- a. Provide the following information for the Property:
 - 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 and signatory acknowledgement of the Baseline Documentation Report.
 - v. 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, with photo authorization form.
 - 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.

Grantee Initials _____
Date _____

[Handwritten Signature]
3/14/24

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:

Upon Completion and SCC approval of Task 1	\$ 15,500.00
Upon Completion and SCC approval of Task 2	\$ 14,500.00
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

Date

J. J.
3/14/24

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 FRANCESTOWN LAND TRUST, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 01, 1986. 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: 106283

Certificate Number: 0006613183



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of March A.D. 2024.

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

David M. Scanlan
Secretary of State

Certificate of Authority #2 – Resolution for Bylaws

I, Betsy Hardwick hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name #1)
Fredericton Land 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.

chair, vice chair
(list officer titles or position)

I further certify that the following individuals currently hold the office or positions

authorized: Larry Ames, chair
(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: 3/14/24

ATTEST: Betsy Hardwick, Vice Chair
(Name #1 & Title)

FRANCESTOWN LAND TRUST, INC. BYLAWS

(REVISED 8-9-2020 per jdr review)

Article 1. Name and Authority.

1.1 Name. The name of the corporation shall be Francestown Land Trust, Inc., a non-profit corporation, herein after referred to as FLT, and formerly known as Francestown Land Conservation, Inc. prior to January 1, 2005.

1.2 Authority. FLT is incorporated under, operated in accordance with, and recorded in the records of voluntary corporations of the State of New Hampshire, and is located in the Town of Francestown.

Article 2. Purpose.

FLT is organized exclusively for charitable and conservation purposes - including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c) 3 of the Internal Revenue Code of 1986, as amended. The purpose of the corporation shall be to help preserve natural land areas significant to Francestown and provide conservation opportunities and education for area residents.

Article 3. Members.

3.1 Membership Eligibility. Membership in FLT shall be available to any individual(s) who support the organization's stated purpose and who maintain current dues status.

3.2 Dues. Annual dues, in an amount set from time to time by the board of directors shall entitle membership in FLT from July 1 or a later date of payment through the following June 30 unless specified by the member to cover a later membership period. All memberships are household memberships.

3.3 Voting Rights. Up to two eligible members in a household, if 18 years of age or older, shall be entitled to vote on matters submitted to a vote of the general membership.

3.4 Termination of Membership. The board of directors, by affirmative vote of two-thirds (2/3) of all of the members of the board, may suspend or expel a member for cause after an appropriate hearing, provided that such member shall be given not less than ten (10) days' written notice of such hearing.

3.5 Transfer of Membership. Membership in this corporation is not transferable or assignable.

Article 4. Board of Directors.

4.1 General Powers. The affairs of the corporation shall be managed by its board of directors, referred to as "board" in these bylaws.

4.2 Number. The Board of Directors shall be composed of a minimum of 9 and a maximum of 12 seats.

4.3 Eligibility. Board members must maintain current membership status in FLT during their terms of office. At least 2/3 of board members shall be residents of Frankestown. No board member shall be an employee of FLT. No board member shall be a first degree relative of any other FLT board member. Board members must attend a majority of board meetings within each 12-month period of their term to continue their term in office, unless granted an exemption by a majority vote of the remaining board.

4.4 Elections and Term of Office. All board members shall be elected for a term of three years. The terms of board members shall be staggered so that no more than 3 elections occur annually (or 4 if there are more than 9 board members). Outgoing board members shall hold office until a) the adjournment of the annual meeting of members at which their successors have been duly elected and have qualified or b) until removed as hereinafter provided. In anticipation of the annual membership meeting, the chair (or a Nominations Committee if such is directed by the chair) will recommend a slate of candidates to the board to replace those whose term is expiring. The board will act on this recommendation and these candidates will be presented to the membership as part of the meeting notice. Nominations from the floor will also be accepted.

4.5 Removal of Board Member. Any board member may be removed with cause by the vote of a majority of the members of the corporation. Such action may be taken at any regular meeting or any special meeting at which due notice of the proposed removal shall have been duly given to the members together with or as a part of the notice of the meeting. The board member involved shall be given an opportunity to be present and to be heard at the meeting at which their removal is considered. The removal of a director may be initiated at a regular meeting of the members by a motion made at the meeting, and at a special meeting by petition signed and submitted to the Secretary by not less than fifteen of the voting members who are not members of the board. More than one director may be considered for removal under a single motion or by a single petition for removal but vote on the motion or petition for removal shall be separate as to each director.

4.6 Vacancies. The board of directors shall fill any vacancy occurring in the board of directors by majority vote at a regularly scheduled meeting. A director appointed to fill a vacancy shall serve out the unexpired term of their predecessor in office.

4.7 Standards. The actions of the board shall be guided by and in conformance with formally adopted Standards covering both operations and land transactions. Together these Standards shall comprise the FLT Policy Manual. Changes to these Standards may be made by a majority

of board members present at a regular board meeting with proposed changes distributed at least two weeks in advance of the meeting.

Article 5. Officers.

5.1 Officers. The officers of the corporation shall be a chairperson, a vice-chairperson, a secretary and a treasurer.

5.2 Elections and Term of Office. The officers of FLT shall be elected annually by the board of directors at the first board of directors meeting following the June general membership meeting. New officers may be created and filled at any meeting of the board of directors. Each officer shall hold office until their successor has been duly elected and qualified.

5.3 Removal. The board may remove any officer elected or appointed by the board of directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed. The officer involved shall be given an opportunity to be present and to be heard at the meeting at which their removal is considered.

5.4 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled by the board of directors for the unexpired portion of the term.

5.5 Duties of Officers. The duties and powers of the corporation shall be as follows, as may be set forth elsewhere in the bylaws and as shall hereafter be set by resolution of the board:

Chairperson - The chairperson shall be the chief executive and operating officer of FLT and, subject to the direction of the board, shall have general supervision over its other officers and agents. In general, the chairperson shall perform all duties incident to the office of chief executive and shall see that all orders and resolutions of the board are carried into effect. Unless otherwise prescribed by the board, the chairperson shall have general authority to execute all deeds, contracts and other documents on behalf of and for the benefit of FLT, in the ordinary course of FLT business. The board may from time to time confer like powers upon any other person or persons. The chairperson, when present, shall preside at meetings of the board and shall report to the directors all matters within their knowledge that should be brought to the attention of the board in the best interests of the corporation. The chairperson shall also preside at all meetings of the members, including the annual meeting at which time they shall submit a report of FLT's operations.

Vice-Chairperson - The vice-chairperson shall exercise the powers and perform the functions that are from time to time assigned to them by the chairperson or the board of directors. The vice-chairperson shall have the powers and shall exercise the duties of the chairperson whenever the chairperson, by reason of illness or other disability or absence, is unable to act, and at other times when specifically so directed by the board of directors.

Secretary - The secretary shall be responsible for maintaining the corporate books and records and shall be the recorder of FLT's formal actions and transactions. The secretary shall give, or cause to be given, appropriate notice of all meetings of members and of the board, shall have custody of FLT's general records, and shall perform such other duties as may from time to time be prescribed by the board or the chairperson.

Treasurer - The treasurer of FLT shall be its chief financial officer and the custodian of its funds, securities and property. The treasurer shall keep the list of current members of FLT. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to FLT and shall deposit all moneys and other valuable effects in the name and to the credit of FLT in such depositories as the board may designate. The treasurer shall disburse the funds of FLT as may be ordered by the board, taking proper vouchers for such disbursements and shall render to the board and to the chairperson, under whose supervision the treasurer shall act, at regular meetings of the board, or whenever they may require it, an account of all financial transactions and of the financial condition of FLT. The treasurer shall provide full disclosure to the board, the audit committee (should one be established), to a professional certified public accountant engaged by the board, or to any other person at the request of the board.

5.6 Bonding. Any officer of the corporation may be required by the board of directors to post bond for the faithful performance of their duties.

Article 6. Indemnification. Each director and officer of the corporation now or here after serving as such shall be indemnified by the corporation against any and all claims and liabilities to which they have or shall become subject by reason of serving or having served as such director or officer, or by reason of any action alleged to have been taken, omitted, or neglected by them as such director or officer; and the corporation shall reimburse each such person for all legal expenses reasonably incurred by them in connection with any such claim or liability, provided, however, that no such person shall be indemnified against, or be reimbursed for, any expense incurred in connection with any claim or liability arising out of their own willful misconduct or gross negligence.

Article 7. Committees.

The board of directors, at its discretion, may constitute and appoint committees to assist in the supervision, management, and control of the affairs of the corporation, with responsibilities and powers appropriate to the nature of the several committees and as provided by the board of directors in the resolution of appointment or in subsequent resolutions and directives. Each committee so constituted and appointed by the board shall serve at the pleasure of the board and the members thereof shall include a member of the board of directors, and such further persons as the board may designate.

In addition to such obligations and functions as may be expressly provided for by the board of directors, each committee so constituted and appointed by the board shall from time to time

report to and advise the board on corporate affairs within its particular area of responsibility and interest. The board of directors may provide by a general resolution applicable to all such committees for the organization and conduct of the business of the committees.

The designation thereto of authority shall not operate to relieve the board of directors, or an individual director, of any responsibility imposed on it or them by law.

Article 8. Elections and Voting.

8.1 Eligibility to Vote. Any member, eligible to vote as per Article 3.3 and present at a meeting of members at which items are put to a vote, is entitled to one vote. A member eligible to vote may vote by proxy executed in writing by the member or by their duly authorized attorney in fact. No proxy shall be valid after one (1) month from the date of its execution, unless otherwise provided in the proxy.

8.2 Quorum. At all meetings of the members, a quorum shall be seven eligible voters who are not directors of FLT. At all meetings of the board, a quorum shall be at least 50% of the number of board members. If a quorum is not present at any meeting of members, a majority of members or directors present may adjourn the meeting from time to time without further notice.

8.3 Majority Vote. All votes shall be decided by a simple majority of those voting, unless the act of a greater number is required by law or by these bylaws.

Article 9. Meetings.

Meetings shall be defined as in-person, virtual, or by any means necessary.

9.1 Annual Meeting. The FLT annual meeting for the election of the board of directors, reports of significant FLT transactions and acting on other business before the corporation shall be held upon the call of the chairperson within the first 15 days of June in each year. Written notice of the date, time, and place of the meeting shall be given to all paid-up members of FLT not less than 15 days before the date of such meeting. Notice shall be to the member's address of record as per the treasurer's records. Formal notice may be given in the FLT newsletter, in which case the date of the bulk mailing shall be the date of notice given. The meeting notice shall, at a minimum, include the slate of candidates for the board of directors as recommended by the board.

9.2 Special Members Meetings. Special meetings of the members may be called for any reason by the chairperson, the board of directors or by written request of seven members to the chairperson. Notice shall be given according to the provisions of section 9.1.

9.3 Board of Directors Meetings. The board shall meet monthly at a date and time agreed to by the board. A regular meeting of the board of directors shall be held without any other notice

than this bylaw immediately after and at the same place as the annual meeting of the members, provided however that the board may vote to continue the June directors' meeting to a subsequent date, time and place. The board of directors may provide, by resolution, the date, time and place for holding additional regular meetings without other notice than such resolution. The chairperson may call additional meetings by giving five days' notice to all directors in person, by e-mail, or by mail, as requested by the director. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted at the meeting need not be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these bylaws. A director may vote by proxy executed in writing by the director or by their duly authorized attorney in fact. No proxy shall be valid after one (1) month from the date of its execution, unless otherwise provided in the proxy.

9.4 Committee Meetings. Committee meetings shall be as called by their chairperson.

9.5 Parliamentary Procedures. The meeting chairperson shall establish such rules of parliamentary procedure as are necessary, subject to the provision that the chairperson may be over-ruled by a majority vote of the constituency of the meeting.

9.6 Minutes. Minutes of members' meetings shall be kept by the secretary and approved by the members at their next general membership meeting. Minutes of the board shall be kept by the secretary and approved at their next board meeting. The keeping of minutes of committee meetings is at the discretion of that committee.

Article 10: Finance.

10.1 Non-Profit. No part of the net earnings of FLT shall inure to the benefit of, its members, directors, or other private persons, except as FLT shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth in Article 2. hereof. No substantial part of the activities of FLT shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and FLT shall not participate in, or intervene in, including the publishing or distribution of statements, any political campaign on behalf of any candidate for public office.

Notwithstanding any other provision of these articles, FLT shall not carry on any other activities not permitted to be carried on by (1) a corporation exempt from federal income tax of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States internal revenue law (IRC); or (2) by a corporation, contributions to which are deductible under Section 170(c)(2) of the IRC.

10.2 Revenues. Revenues shall be received and recorded by the treasurer. Funds shall be kept in financial institutions licensed to do business within New Hampshire and/or shall be invested as directed by the board.

10.3 Gifts. The board of directors may accept or reject on behalf of FLT any contribution, gift, bequest or devise for any purpose of the corporation.

10.4 Disbursements. Disbursements shall be made and recorded by the treasurer for duly incurred expenses of the corporation. Unless otherwise determined by the board of directors, checks shall require the signatures of one officer, either the treasurer or the chairperson.

10.5 Fiscal Year. The fiscal year of FLT shall be the first day of January in each year and end at the midnight on the 31st day of December of the same year.

10.6 Books and Records. FLT shall keep correct and complete books and records of account. Any member or their agent or attorney may inspect all books and records of the corporation for any reasonable purpose at any reasonable time.

10.7 Compensation of Members. Members shall not receive any stated salary for their services. The board of directors shall have the power in its discretion to contract for and to pay to members rendering unusual or special services to the corporation special compensation appropriate to the value of such services.

10.8 Compensation of the Board. Board members shall not receive any stated salary for their services. The board of directors shall have the power in its discretion to contract for and pay to Board members rendering unusual or special services to the corporation special compensation appropriate to the value of such services, provided the compensation is less than five hundred dollars. Amounts equal to or greater than five hundred dollars (\$500) shall be disclosed as required under the Laws of the State of New Hampshire.

Article 11. Prohibited Transactions and Activities.

11.1 Prohibited Transactions and Activities. At all times, FLT, its members, officers, committees and employees shall conduct their respective activities in a manner which will not result in the denial of, or revocation of, recognition as a tax exempt organization under Section 501(c)(3) of the IRC. Without limiting the generality of the preceding, the following specific restrictions shall apply: (a) No activities of FLT, or by any member, officer or committee of FLT, shall be such as to result in the imposition of a tax pursuant to Section 4941 of the IRC and the regulations there under pertaining to acts of "self-dealing", as defined in Section 4941(d) of the IRC; (b) No activities or lack of activities by FLT shall be such as to result in the imposition of a tax pursuant to Section 4942 of the IRC and the regulations there under pertaining to failure to distribute income; (c) FLT shall not own, possess or control any amount of stock or other interest in any enterprise such as to result in the imposition of a tax pursuant to Section 4943 of the IRC and the regulations there under pertaining to excess business holdings; (d) FLT shall make no investments of any nature, or purchases or sales of any right, option or warrant such as to result in the imposition of a tax pursuant to section 4944 of the IRC and the regulations there

under pertaining to investments which jeopardize charitable purposes; and (e) FLT shall make no expenditure such as to result in the imposition of a tax pursuant to Section 4945 of the IRC and the regulation there under pertaining to taxable expenditures.

11.2 Conflict of Interest. No director or committee member shall vote on any issue before the board or a committee in which the director or committee member may have a conflict of interest, or in which a majority of the board or committee present and voting declares the member has a real or perceived conflict of interest.

11.3 Duty to Disclose and Voting Requirement. Any possible conflict of interest on the part of any member of the Board, officer or trustee of the corporation, shall be disclosed in writing to the Board and made a matter of record through an annual procedure and also when the interest involves a specific issue or transaction before the board. Where the transaction involving a board member, director or officer exceeds five hundred dollars (\$500) but is less than five thousand dollars (\$5,000) in a fiscal year, then a two-thirds vote approving the transaction is required. When the transaction involved exceeds five thousand dollars (\$5,000) in a fiscal year, then a two-thirds vote approving the transaction and publication of a legal notice in the required newspaper is required, together with written notice to the Director of Charitable Trust, New Hampshire Attorney General's Office. The minutes of the meeting shall reflect that a disclosure was made, that the interested director and all other directors with a pecuniary transaction with the corporation during the fiscal year were absent during both the discussion and the voting on the transaction, and the actual vote itself. Every new member of the board will be advised of this policy upon entering the duties of their office, and shall sign a statement acknowledging, understanding of and agreement with this policy.

11.4 Other Statutory Requirements. The board will comply with all requirements of New Hampshire laws dealing with pecuniary benefit transaction (RSA 7:11, 7:19-a and 292:6-a) and all other such laws incorporated in full into and made part of this policy statement. These requirements include, but are not limited to: (a) absolute prohibition on any loans to any director or officer of FLT and (b) prohibition of any sale or lease (for a term greater than five years) or conveyance of real estate to or from any officer or director without the prior approval of the probate court. These requirements extend to both direct and indirect financial interests, as defined under the laws of the State of New Hampshire.

11.5 Certificates for Shares. The corporation or the board of directors shall not issue certificates representing shares of this corporation.

Article 12. Dissolution.

Upon the dissolution of FLT, the directors shall, after paying or making provision for the payment of all FLT's liabilities, dispose of all of the assets of FLT exclusively for the purposes of FLT in such a manner, or to such organization or organizations organized and operated exclusively for charitable or conservation purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the IRC as the board shall determine. If

required by law, FLT's assets shall be disposed of by the state court with jurisdiction over such matters to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

Article 13. Amendments.

These bylaws may be altered, amended, or repealed, and new bylaws may be adopted by: (1) two-thirds vote of the board of directors at any regular or special directors meeting; or (2) a two-thirds vote of eligible members at a general membership meeting. In all cases at least seven days' written notice shall be given of the intention to alter, amend, repeal or adopt new bylaws. Notice shall include the current and the proposed versions of the bylaws.

Article 14. Notice.

Unless prohibited by applicable law, any notice required by these Bylaws may be provided via electronic mail.



FRANLAN-01

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CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 3/19/2024

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	
INSURER A: Great Northern Insurance Company	NAIC # 20303
INSURER B: Federal Insurance Company	20281
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED Francestown Land Trust PO Box 132 Francestown, NH 03043	
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR 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"/> PROJ <input type="checkbox"/> LOC OTHER:			3575-03-76 EUC	6/21/2023	6/21/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ Included \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			7976-91-94	6/21/2023	6/21/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ Aggregate \$ 1,000,000 PER STATUTE OTHER
	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				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER New Hampshire State Conservation Committee Attn: Dean 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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