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New Hampshire

Department of Agriculture,
Markets & Food

Shawn N. Jasper, Commissioner

72

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 Moose Mountain Regional Greenways, Union, NH, Vendor Code 158965, in the amount of \$25,000 for the *MMRG Simpson Conservation Easement Project* in the Towns of Ossipee and Tuftonboro, Carroll 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	\$25,000.00	\$25,000.00

EXPLANATION

The State Conservation Committee (SCC) in fulfillment of its responsibilities under the Conservation Number Plate grant program, RSA 261:97-c III(a), wishes to provide grant funds to Moose Mountain Regional Greenways to perform certain tasks as enumerated in Exhibit B for the purposes of permanently protecting 34-acres, more or less, Simpson property in the Towns of Ossipee and Tuftonboro, Carroll 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,

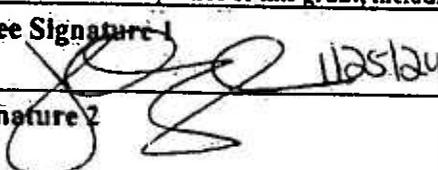
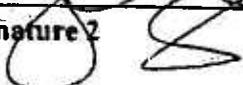


Shawn N. Jasper
Commissioner

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 Moose Mountains Regional Greenways		1.4. Grantee Address P.O. Box 191, Union NH 03887	
1.5. Grantee Phone # 603-473-2020	1.6. Account Number 28600000-500581	1.7. Completion Date 4/30/2026	1.8. Grant Limitation \$ 25,000.00
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 Jillian Eldredge, Executive Director	
Grantee Signature 2 		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Shawn N. Jasper, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: <i>Sheri Phillips</i> Assistant Attorney General, On: 3/22/2024			
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-b.
7. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. **PERSONNEL.**
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. **DATA; RETENTION OF DATA; ACCESS.**
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, 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 of default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Initials *XC*
 Date *1/25/24*

- 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 *je*
Date *10/27/04*

**Exhibit A
Special Provisions**

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

**Exhibit B
Scope of Services**

The Moose Mountains Regional Greenways shall perform the following tasks as described below and detailed in the proposal titled *MMRG Simpson Conservation Easement* in the Towns of Ossipee and Tuftonboro, Carroll County, NH, dated September 15, 2023:

Task 1: Permanently protect 34-acres, more or less, known as the Simpson property (Property), located on Sawyer Road in the Towns of Ossipee and Tuftonboro, NH.

- a. Complete the following:
 - i. Recorded Conservation Easement deed.
 - ii. Property Settlement Statement.
 - iii. Executive summary and signatory acknowledgement of the Baseline Documentation Report.
 - iv. Verification of the Stewardship Endowment financial commitment for the property.

- b. Provide the following for project outreach and completion:
 - i. Implement outreach and public awareness program, provide documentation of relevant publications. All outreach materials produced for public distribution shall include the NH State Conservation Committee Moose Plate logo and acknowledgment the project was funded by the NH State Conservation Committee Conservation Moose Plate Grant Program.
 - ii. Provide at least one project photograph for NH State Conservation Committee use, 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.

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.

Grantee Initials 
Date 11/25/24

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	\$25,000.00
Total	\$25,000.00

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 JE
Date 11/25/24

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

Business ID: 337198

Certificate Number: 0006561066



IN TESTIMONY WHEREOF.

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of February A.D. 2024.

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

David M. Scanlan
Secretary of State

Certificate of Authority #1 – Resolution for Vote

I, Nicole Csiszer, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name #1)
Moose Mountains Regional Greenway. I hereby certify the following is a true copy of a vote taken at
(Name of Grantee)

a meeting of the Board of Directors / Council / Selectboard / Supervisors, duly called and held on
January 22, 2024,

at which a quorum of the Directors/Councilors/Selectmen/Supervisors, were present and voting.

VOTED: That Jillian Eldredge, Executive Director is
(Name #2 and Title. May list more than one person)

duly authorized to enter into contracts or agreements on behalf of

Moose Mountains Regional Greenways with the State of New Hampshire and any of
(Name of Grantee)

its agencies or departments and further is authorized to execute any documents which may in his/her
judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of
the date of the contract to which this certificate is attached. This authority remains valid for thirty (30)
days from the date of this Resolution. I further certify that it is understood that the State of New
Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the
position(s) indicated and that they have full authority to bind the corporation. To the extent that there are
any limits on the authority of any listed individual to bind the corporation in contracts with the State of
New Hampshire, all such limitations are expressly stated herein.

DATE: 02/01/2024

ATTEST: *Nicole Csiszer*
Typed Name (Job 1, Nicole Csiszer)
(Name #1 & Title)

MOOSE MOUNTAINS REGIONAL GREENWAYS
Board Meeting @ 6:30 PM
Via a Google Virtual Teleconference
January 22, 2024

Members Present: Nicole Csiszer, Greg DeMarco, Lorrie Drake, Ron Gehl, Peter Goodwin, Jon Nute, Steve Panish, Wendy Scribner, Ian Whitmore
Staff Present: Jillian Eldredge
Guest: Jacob Evans
Meeting to Order: 6:32 PM

CONSENT AGENDA - Supporting Information in GSuite

- Educational Outreach Committee – No new minutes. No meetings in November or December
- Special Events Committee – Minutes
- Executive Director’s Report
- Supporting information in GSuite.

Peter Goodwin moved to accept the Consent Agenda
 Greg DeMarco seconded
 Approved unanimously

ACTION AGENDA

Approve Meeting Minutes from November, 2023

Peter Goodwin moved to approve
 Lorrie Drake seconded
 Approved unanimously

Treasurer’s Report

Ian Whitmore overviewed the year-end financials.

Steve Panish moved to approve
 Approved unanimously seconded
 Approved unanimously same as for minutes

Financial Position – December 31, 2023 (K\$)
 (rounding errors may impact totals)

ASSETS	Dec 31, 2023	Dec 31, 2022
Current Assets		
Checking/Savings Accts	313	508
CD’s	0	252
Investment Account	1,451	816
Accounts Receivable	483	321
Other Current Assets	5	47
Fixed Assets		

Land & Easements	2,019	1,766
Other Assets	20	370
TOTAL ASSETS	<u>4,291</u>	<u>4,077</u>

LIABILITIES & EQUITY

Current Liabilities	12	18
Long Term Liabilities	0	175

Equity – Net Assets

Donor Unrestricted – Board Restricted

General Unrestricted	362	130
Strategic Reserve Fund	336	336
Legal Defense Fund	123	117
Stewardship Fund	337	318
Land Conservation Fund	192	192

Donor Restricted

Alden Young - Wakefield	323	323
Land Agent Position Funding	0	19
Land projects – Ossipee & Tuftonboro	93	66
Milton Projects	1	0

Special Projects Funds

Teneriffe Mtn Forest	97	603
Dan Hole Pond Merger Fund	12	12
Carr (Ossipee)	(14)	(13)
Simpson (Tuftonboro)	58	(11)
Steer (Milton)	(18)	11
Tuftonboro Great Meadow Expansion	57	(3)
Kimball (Milton)	28	0
Shillaber (Farmington)	271	0
Jennison (Wakefield)	4	0
Bicksler (Tuftonboro)	3	0
Other projects – 22 in 23, 10 in 22	(5)	18

Land Holdings & Easements

Easements (\$1 each; 12 in 23, 10 in 22)	0	0
Branch River Cons. Area 22ac	23	23
Prentice Woods Preserve 15ac	82	82
Munroe Preserve 171ac	200	200
Garland Pond	0	137
DHP Merrow Lots 203ac	357	357
Thurley Mtn Preserve 632ac	967	967
Teneriffe Mtn Forest 242ac	390	0
Total Equity and Net Assets	4,279	3,884
TOTAL LIABILITIES & EQUITY	<u>4,291</u>	<u>4,077</u>

Combined Operating and Project Income/Expense – January to December 2023

Operating Actuals vs. Budget	Actual	Budget
Income	\$193K	\$201K
Expenses	\$269K	\$285K
Operating Deficit	(\$76K)	(\$84K)

Investments and Projects

Income	\$1,080K
Expenses	\$609K
Net Investment and Project Income	\$472K

Combined Net Income \$396K

Steve Panish moved to approve the Treasurer's Report
Peter Goodwin seconded
Approved unanimously

OLD BUSINESS

Check Signing

Accounts have not yet been updated.

Volunteer appreciation event

Reminder that February 3 is the Volunteer Appreciation Breakfast.

Peter Goodwin said it was a good opportunity for Board members to meet each other in person since most of our meetings are virtual. Also it's a good opportunity to meet with volunteers. Peter encouraged all to plug this great event.

NEW BUSINESS

Jacob Evans Introduction

Nicole Csiszer introduced the organization and its growth over the last 5 years. Nicole has been with MMRG for a decade.

Members introduced themselves.

Jacob introduced himself – a computer security specialist. Grew up in Tuftonboro and has a passion for conserving land around the headwaters of Melvin Pond. He has been involved with MMRG in his youth through his mother who was executive director at one point. Jillian Eldredge pointed out he was critical for bringing the Bicksler project to MMRG and that Jacob has a solid knowledge of Tuftonboro lands and landowners.

Passwords and Account Access

Jill asked that Board members review their account access.

Certificates of Authority

Grant organizations providing project funding require the Shilliber, Kimball, and Simpson projects to have certificates of authorities to be signed by authorized personnel. These certificates delegate authority by the Board to a staff member to enter into agreements with the granting organization for grant administration purposes. In the case of these projects, authority is delegated to Jillian Eldredge, Executive Director, certified by Nicole Csiszer, Board Chair.

Shilliber Project

Ron Gehl made a motion to enter into a grant agreement with the New Hampshire Department of Environmental Services for the Shilliber Conservation Easement Project in Farmington/Strafford, NH and to authorize Jillian Eldredge, Executive Director, to execute any documents which may be necessary for this contract.

Greg DeMarco seconded
Approved unanimously

Kimball Project

Peter Goodwin made a motion to enter into a contract with the New Hampshire State Conservation Committee and accept New Hampshire State Conservation Committee funds for the Kimball Conservation Easement Project and to authorize Jillian Eldredge, Executive Director, to execute any documents which may be necessary for this contract.

Wendy Scribner seconded
Approved unanimously

Simpson Project

Greg DeMarco made a motion to enter into a contract with the New Hampshire State Conservation Committee and accept New Hampshire State Conservation Committee funds for the Simpson Conservation Easement Project and to authorize Jillian Eldredge, Executive Director, to execute any documents which may be necessary for this contract.

Wendy Scribner seconded
Approved unanimously

Jennison Project on Lovell Lake

Ron Gehl reviewed the revised project budget based on the appraisal results. The Board previously approved the project. The proposed budget now has a greater degree of accuracy.

This project took a turn when the owner decided to subdivide out a building lot, which the S&L Committee felt left the project with diminished value. The owner agreed to do an appraisal first. After the appraisal came in the owner agreed to a sale value that met his financial requirements for the disposition of the property.

- Appraised Value: \$510k
- Owner's agree sale price to MMRG: \$400k

A number of local groups have stepped up with commitments of financial support:

- \$95K Acton Wakefield Watershed Alliance
- Lovell Lake Association: still to be determined, but significant
- MMRG's Alden Young Fund
- LCHIP and Mooseplate

It is expected that lake residents will also be strongly supportive of the project financially.

The S&L Committee is pleased that the project will be able to go ahead as originally envisioned.

Greg DeMarco asked if the project includes more than the land purchase. Ron indicated that project budget also includes monies for a parking area, kiosk and trail building to enhance the trails already on the property. The property would be open to the public for recreational use.

Jillian noted the budget includes \$10k as contingency for cost overruns.

Steve Panish moved to accept the budget be adopted as presented

Wendy Scribner seconded

Approved unanimously

Proposed Panish Donation

Jill Eldredge introduced the prospect of Steve Panish and Virginia Long gifting their 100 acre property on Tenerife Mountain in Milton and their house on the property to MMRG for its future uses, including office, educational and/or other uses.

Jill recognized the enormous generosity of this proposal. Jill expressed her appreciation and acknowledged what an honor it was for MMRG to be considered for this gift. Jill also acknowledged the wonderful professional challenge it was for her to be managing this proposed gift. Jill has consulted with a number of people about how best to manage the proposal. These include Jack Savage who is on the Stewardship and Lands Committee and Executive Director of the Society for the Protection of New Hampshire forests, Ron Gehl, chair of the Stewardship and Lands Committee, the Stewardship and Lands Committee and the Executive Committee.

The Executive Committee decided the process for this proposed donation would be the same as for a standard land project. It would start with the Stewardship and Lands Committee which would analyze the proposal and make a recommendation to the Board regarding intent.

A team will meet on the property in early February to gather facts and assess opportunities for this property

Jillian noted that Nicole indicated that the Board cannot make a legally binding agreement to accept this proposal. The current Board can express intent. Only the Board at the time the gift is realized can legally accept the gift. Likewise, Steve and Virginia are free at any time prior to the terms of the gift being realized to change the intent or terms of the gift.

Steve Panish shared his thoughts about the gift with the Board.

Steve thanked Jill for the excellent introduction for what hopefully will not be his or Virginia's imminent passing. In doing estate planning Steve and Virginia felt MMRG's growth and professionalism will require

office space. The property, which has been a blueberry farm since the 1800's, would serve as an impressive setting for an office with its views of Mt. Washington. Steve and Virginia thought the lands highest and best use would be with a conservation organization. Steve and Virginia see 10 to 15 years as the expected timeframe for handover to MMRG assuming they would move out of the house at that point. The house is off grid and sustainable. It is Steve's hope that sustainability could become another focus for MMRG.

Individual Board members expressed thanks to Steve and Virginia for their thoughtfulness and the faith this gesture expresses towards MMRG.

MOVE TO EXECUTIVE SESSION

Motion to move to an Executive Session: Ron Gehl

Motion seconded: Greg DeMarco

Approved unanimously at 7:44 PM

MOVE OUT OF EXECUTIVE SESSION

Motion to move out of an Executive Session: Ron Gehl

Motion seconded: Greg DeMarco

Approved unanimously at 7:53 PM

BOARD MEMBERSHIP

Greg DeMarco moved to accept Jacob Evans as a Board Member

Seconded by Wendy Scribner

Approved unanimously

ADJOURNMENT

Motion to adjourn: Wendy Scribner

Motion seconded: Lorrie Drake

Approved unanimously at 7:54 PM

Respectfully submitted by,
Ian Whitmore
Secretary

