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New Hampshire
Department of Agriculture,
Markets & Food

Shawn N. Jasper, Commissioner

April 15, 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 Audubon Society of New Hampshire, Concord, NH, Vendor Code 177508-B003, in the amount of \$30,000.00 for the *Bowman Divide Wildlife Crossing Project* in the Town of Randolph, Coos 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

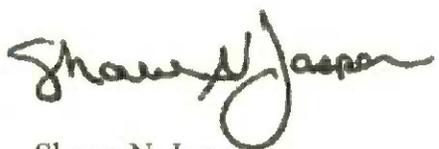
<u>OBJECT CLASS</u>	<u>ACCOUNT</u>	<u>FY2025</u>	<u>TOTAL</u>
073-500581	Grants – State	\$30,000.00	\$30,000.00

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 Audubon Society of New Hampshire to perform certain tasks as enumerated in Exhibit B for the purposes of developing a conservation plan for a wildlife crossing on U.S. Route 2 in Randolph, 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,

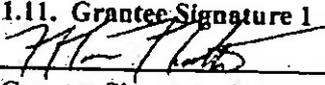


Shawn N. Jasper
Commissioner

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 Audubon Society of New Hampshire		1.4. Grantee Address 84 Silk Farm Road, Concord, NH 03301.	
1.5. Grantee Phone # 603-224-9909	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 Marc Nutter, Conservation Program 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>Shari 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 on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
 - 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. **GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.**
 - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
 - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
 - 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.3 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
 - 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
 - 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding 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 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 *MAN*
Date *3/17/24*

- 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 MAN
Date 3/12/24

**Exhibit A
Special Provisions**

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

**Exhibit B
Scope of Services**

The Audubon Society of New Hampshire shall perform the following tasks as described below and detailed in the proposal titled *Bowman Divide Wildlife Crossing Project* in the Town of Randolph, Coos County, NH, dated September 15, 2023:

Task 1. Complete assessment of wildlife crossing alternatives along Route 2 in the Town of Randolph, NH. The SCC grant funds support the contract services for final engineering and design planning and permitting, as required for the selected wildlife crossing strategy to be implemented. Provide documentation of costs and demonstration of design completion and final permit submittal.

Task 2. Provide the following for project outreach and close-out:

- a. Implement outreach and public awareness program, provide documentation of relevant publications. All outreach materials produced for public distribution shall include the NH State Conservation Committee Moose Plate logo and acknowledgment the project was funded by the NH State Conservation Committee Conservation Moose Plate Grant Program.
- b. Provide at least one project photograph for NH State Conservation Committee use, with photo authorization form.
- c. Install and display, as appropriate to the project, the NH State Conservation Committee Moose Plate sign, provided by the NH State Conservation Committee. Provide a dated photograph of displayed sign.
- d. Submit final report and associated documents, as provided and instructed by the NH State Conservation Committee.

Subcontract Provision

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

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

The NH State Conservation Committee shall pay to the Grantee the total reimbursable program costs not to exceed the grant limitation (section 1.8) in accordance with the following requirements:

The invoice form shall be accompanied by proper supporting documentation based upon project costs. The Grantee will maintain adequate documentation to substantiate all project related costs. All work shall be performed to the satisfaction of the NH State Conservation Committee before payment is made. Payment shall be made in accordance with the following schedule based upon completion of specific tasks described in Exhibit B:

Grantee Initials MAN
Date 3/2/24

Upon Completion and SCC approval of Task 1	\$30,000.00
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 MAN
Date 3/12/24

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 THE AUDUBON SOCIETY OF NEW HAMPSHIRE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 29, 1920. 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: 61257

Certificate Number: 0006612222



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 #1 – Resolution for Vote

I, Sue Martin, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name #1)

Audubon Society of New Hampshire. 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
February 28, 2023

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

VOTED: That Marc Nutter, Director of Conservation Programs is
(Name #2 and Title. May list more than one person)

duly authorized to enter into contracts or agreements on behalf of

Audubon Society of New Hampshire 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: 03/12/2024

ATTEST:

Susan C. Martin
(Name #1 & Title)

Secretary

MINUTES
OF A MEETING OF THE BOARD OF TRUSTEES OF
THE AUDUBON SOCIETY OF NEW HAMPSHIRE

February 28, 2023

A meeting of the Board of Trustees of the Audubon Society of New Hampshire (NHA) was held at 4:15 pm on February 28, 2023. This was a ZOOM meeting. Present were: Tom Lee, Charlie Nims, Paul Nickerson, Alexandra Breed, Bill Dumont, Jason Morse, Nisa Marks, David Silk, Beverly Shadley, Sue Martin, Dan Divis, Sylvia Bates, Paul Doscher, Betsy Janeway, and Susan Goodwin. Mavis Brittelli joined for the Budget Section. Also present were Doug Bechtel, President; Colleen Nebesnak, and Hope Jordan.

The meeting was called to order at 4:20 pm by Nisa Marks, Chair.

Nisa welcomed everyone and went over the 2023 Board Meeting schedule that was included in the Board Packet. She has been holding conversations with individual Board members.

- **Nature Moment:** Jason Morse's presentation was derailed by computer problems. He will present it next time.
- **Staff Introduction:** Doug announced that Anita Fernandez had been hired as Community Outreach Coordinator and began work on February 27th. Her first six months will be concentrated on Earth Day, Annual Meeting, and Enchanted Forest.
- **Certificate of Resolution:** Upon a motion made by Tom Lee and seconded by Alexandra Breed, it was unanimously voted to have the 2023 Certificate of Resolution include Doug Bechtel, President; Hope Jordan, Director of Membership and Development; and Marc Nutter, Director of Conservation Programs be authorized to sign legal, financial, contract and other necessary documents for the Audubon Society of New Hampshire excluding land purchases or sales of other major assets that have a value in excess of \$25,000. The Certificate will be signed on behalf of the Society by Susan Martin, Secretary to the Board of Trustees.

1. **Minutes-** Upon a motion duly made by Alexandra Breed and seconded by Charlie Nims, it was

VOTED: To approve the minutes as amended of the meeting held on, December 13, 2022, by unanimous vote.

2. Consent Agenda

- Environmental Policy Committee Report
- Finance Committee Report
- Governance Committee Report

- Charlie Nims noted that the committee will discuss at the next meeting, the addition of the immediate past chair as an ex-officio member of the committee.
- Stewardship and Land Management Committee Report
- President's Report
 - Doug discussed the issue of the Audubon namesake that is being discussed nationally. The National Audubon Society Board is undecided on a new name. It will incorporate the change into its 5-year strategic plan.

MOTION was made by Charlie Nims and seconded by Paul Nickerson to approve the items on the consent agenda. Approved unanimously by the Trustees.

3.Lands: Discussion of the Yeatts Property: The Stewardship and Land Management Committee recommends that the NHA Board of Trustees vote to approve the donation of approximately 545 acres of land in Warren, NH from Fred and Innes Yeatts, to NH Audubon. The purpose will be to establish a new wildlife sanctuary, subject to approval of title examination, environmental review by legal counsel, and NHA obtaining the services of a land protection specialist to manage the project transaction on behalf of NHA.

- Doug and Paul Doscher described the parcel as off of Rte. 25C that had been managed as a farm by the Yeatts.
- Land has open fields that were used for cattle grazing, 100 acres of native grassland, young forest, and two streams flowing through it. Prime habitat for many species. (Details of property and proposed budget were included in the Board Packet.)
- There is a legal right of way and a rail trail through the property.
- David Silk told the Board that the current evaluation of the property is 1.7 million dollars.
- The Yeatts will also make an initial donation to help defray costs of NHA securing the property.
- Paul Doscher described the ongoing costs of stewarding the property: Taxes year to year; keeping fields open; logging; and managing.
- This will be an exception to the NHA policy of not acquiring any new properties.

MOTION was made by Paul Doscher and seconded by Paul Nickerson to approve the recommendation of the SLMC committee to accept the donation from Fred and Innes Yeatts as described above. Approved unanimously by the Trustees.

4.Future of the Development and Campaign Committee: Bev Shadley praised the hard work of the Development Committee over the past year. However, with the addition of the planning for a Comprehensive Campaign their work has increased. By combining the two committees and focusing on the Campaign, planning will proceed at a more rapid pace. Next steps are:

- Back office assessment
- Hiring a professional consultant
- Evaluating the Board commitment
- Evaluating major donors
- Developing a strategic focus
 - Leadership Team and subgroup of the Board
 - Starting a Comprehensive Campaign

Discussion followed with members asking questions and sharing their thoughts.

5. Update on Financials: David Silk, Treasurer presented the Quarter 3 and YTD numbers. (Spread sheets included in Board Packet)

- On track to meet 2023 budget
- There were a few deficiencies in the Audit; Laura Smith has planned a meeting with the Audit Team to discuss and correct.
- David stated that it was a clean audit, NHA is in a good financial place, and once the finance committee has approved it, it will be distributed.

MOTION was made by Charlie Nims and seconded by Paul Nickerson to approve the Financial Statement as presented. Approved unanimously by the Trustees.

6. Update on Development: Hope Jordan went over the Fundraising Benchmarks included in the Board Packet.

- All categories are over 100% for the y-t-d with the March appeal still to happen.

7. Discussion on Budget: Doug and Laura Smith lead the discussion on the draft budget.

- Long discussion on whether how "cash on hand" due to exceeding the FY23 budget goals should be used.
- 75% of the proposed budget is staffing. Doug gave the Trustees an in-depth analysis of the staffing needs, projected salary increases, new hires, and potential retirements. **(Due to confidentiality of this, details will not be in these minutes.)**
- An intense discussion followed, much of it on the 64K overage from FY23 that could be used to balance the budget.
- No agreements were reached and the finance committee will continue to work on the budget to be presented at the March 28 meeting.

Meeting was adjourned without a vote at 6 pm.

Respectfully Submitted,

Sue Martin, Secretary

Next Board Meeting: Tuesday, March 28, 2023 4:15 – 5:45 Zoom only

CERTIFICATE OF LIABILITY INSURANCE

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Insurance Services LLC, 3 Executive Park Drive, Suite 300, Bedford, NH 03110, 855 874-0123. CONTACT NAME: Brenda Buck CPCU, CIC, CPIW, PHONE (A/C, No, Ext): 855 874-0123, FAX (A/C, No):, E-MAIL ADDRESS: brenda.buck@usi.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Philadelphia Indemnity Insurance Co. NAIC #: 18058, INSURER B: Acadia Insurance Company NAIC #: 31325.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability (PHPK2671739), Automobile Liability (PHPK2671740), Umbrella Liability (PHUB906122), and Workers Compensation and Employers' Liability (WCA000535943).

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, 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: [Signature]