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New Hampshire
Department of Agriculture,
Markets & Food

Shawn N. Jasper, Commissioner

April 3, 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 Cheshire County Conservation District, Walpole, NH, Vendor Code 154649, in the amount of \$30,000.00 for the *No-Till Farming Initiative of Cheshire County* in Cheshire 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 Cheshire County Conservation District to perform certain tasks as enumerated in Exhibit B for the purposes of purchasing agricultural equipment for landowners and managers to use in Cheshire County, and providing outreach and technical assistance.

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,

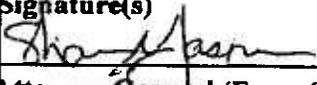


Shawn N. Jasper
Commissioner

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 Cheshire County Conservation District | | 1.4. Grantee Address 11 Industrial Park Dr, Walpole, NH 03608 | |
| 1.5 Grantee Phone # 401-578-1608 | 1.6. Account Number 28600000-500581 | 1.7. Completion Date 4/30/2026 | 1.8. Grant Limitations \$ 30,000 |
| 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 Amanda Littleton, District Manager | |
| 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: 4/2/2024 | | | |
| 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 5.3 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 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 AL
Date 1/25/84

- 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 A.L.
Date 1/25/24

**Exhibit A
Special Provisions**

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

**Exhibit B
Scope of Services**

The Cheshire County Conservation District shall perform the following tasks as described below and detailed in the proposal titled *No-Till Farming Initiative of Cheshire County* in Cheshire County, NH, dated September 15, 2023:

Task 1: Purchase the No-Till Drill and demonstrate establishment of rental program. Provide the following documentation: equipment sale order, rental agreement form, host location agreement to store equipment, and equipment inventory agreement.

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

- a. Complete equipment training to agricultural producer to demonstrate equipment usage and soil health, and distribution of rental program information.
- b. Implement outreach and public awareness program, provide documentation of relevant publications. All outreach materials produced for public distribution shall include the NH State Conservation Committee Moose Plate logo and acknowledgment the project was funded by the NH State Conservation Committee Conservation Moose Plate Grant Program.
- c. Provide at least one project photograph for NH State Conservation Committee use, with photo authorization form.
- d. Install and display, as appropriate to the project, the NH State Conservation Committee Moose Plate sign, provided by the NH State Conservation Committee. Provide a dated photograph of displayed sign.
- e. Submit final report 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 AL
Date 12/25/24

| | |
|--|--------------|
| Upon Completion and SCC approval of Task 1 | \$ 28,800.00 |
| Upon Completion and SCC approval of Task 2 | \$ 1,200.00 |
| 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 AL
Date 1/25/24

Certificate of Authority #1 – Resolution for Vote

I, Andrew Pressman, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name #1)
Cheshire County Conservation District. 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 25, 2024,

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

VOTED: That Amanda Littleton District Manager is
(Name #2 and Title. May list more than one person)

duly authorized to enter into contracts or agreements on behalf of

Cheshire County Conservation District 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: 1/25/24

ATTEST: Andrew Pressman Board Chair
(Name #1 & Title)



CHESHIRE COUNTY
CONSERVATION DISTRICT



Board of Supervisors Meeting

Hannah Grimes Center
25 Roxbury St, Keene NH
January 25, 2024
9-11:30am

Minutes

Supervisors Present: Andy Pressman, Peter Renzelman, Chris Bowen, Amy Bodwell, Sparky von Plinsky (appointed),
Associate Supervisors Present: Tom Beaudry, Jenna Rich, Richard Mellor
Staff Present: Amanda Littleton, Matt Smetana, Benée Hershon, Wendy Ward, Ian Hanley

9:00 – Call to Order & Introductions - Andy Pressman

9:45 - Executive Session

9:46 - NRCS Report – Wendy Ward

- Becky Ross is coming back to New Hampshire
- Having difficulty filling Hillsborough District Conservationist role
- Local Work Group
 - Amanda and Wendy came up with general plan
 - Want to send a survey available a month in advance of meeting (beginning of March) and then a bigger meeting
 - February to come up with plan and create materials
 - Meeting Wednesday April 3rd at Walpole town hall between Cheshire and Sullivan constituents
 - 4:30 to 6pm to get people after work
 - Meeting week of April 8th for District Board members and experts in ag and forestry
 - Have to have LWG responses into NRCS by April 26th
- Regional Conservation Partnership Program (RCPP)
 - Contracts and programs are partner-specific (Trout Unlimited, American Farmland Trust, Watershed Groups, etc)
 - NRCS State Office has team of planners just working with these contracts
 - 4 planners and 1 team lead
 - 12 clients from Walpole office working with these state-wide planners
- FY24 Programs
 - Going to have a second round of funding
 - Round 1: Inflation Reduction Act collected almost all applications, made most of selections, contracts by mid-march
 - Round 2: April/May application collection focus on livestock or forage, Historically Underserved audience, and CSP (incl forestry)
 - Folks can call or go on website to apply
- No lease update

9:25 – District Managers Report – Amanda Littleton

- Worked 1:1 with a farm to submit grant applications
 - Resource-rich environment within USDA and farmers don't have time or know-how for grants
 - We might be able to be thoughtful about supporting farmers
 - Maybe there's a communication tool out there to connect farmers to opportunities
 - Are there grant writers through Hannah Grimes
 - USDA Regional Food Business centers – new grants and funding support
 - Suzanne Bansley – new grant for farm workshop
 - Basics of what information you should be pulling
- Community Power Coalition towns
 - Community Supported Solar folks who opt-in, there's confusion over how to navigate
 - Keep an eye on in the future

10:22 - Discussion of the Day & New Business

Motions to approve that Amanda Littleton, District Manager, is duly authorized to enter into contracts or agreements on behalf of Cheshire County Conservation District with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in her judgement be desirable or necessary to effect the purpose of this vote.

- Sparky motion & Amy seconded, all voted in favor
- Moose Plate grants
 - Ian advocating for \$30k cap increase
 - Other folks advocating for equipment education and maintenance of equipment coverage
- NHACD - Ian Hanley
 - Spring 2025 meeting – steering committee to organize
- Emergency relief discussed in house
- 2024 Work Plan Adoption
 - Informed by Board input – increasing focus on development and forestry/wildlife
 - Amy motions to accept 2024 workplan, Sparky seconded, all in favor of accepting the workplan
- 2024 Budget Adoption
 - 2023 Budget
 - Actual numbers from last year vs budget approved last year – grant flows makes very challenging to get clarity
 - Expense side we were spot on
 - Income over what we thought we would be, due to interest from CDs and administrative funds from grants & appeals
 - \$87,000 in net income for year
 - Equipment maintenance – budgeting low for years, \$13,000 in expenses
 - Expecting interest from CD – interest rates likely to come down a bit but unsure when these will change
 - Included a more realistic equipment maintenance budget for 2024
 - Discussion over costs vs income of program
 - Potentially could get a donor to help cover program losses
 - Payroll costs expected to be significantly higher than last year with part time employee
 - Added laptop for District Manager to budget (in office supplies)
 - Having income backup from 2023/24 favorable and allows us buffer to weather changes and retain staff, etc
 - Budgeting for professional development – see to utilize this year
 - Motion to approve 2024 budget made by Sparky, seconded by Amy, all voted in favor
- New Business if any presented – n/a

10:10 - Consent Agenda

Secretary Report – Approve December 2023 Meeting Minutes

Treasurers Report – Motion to file Treasurers Report submitted by Chris Bowen

- Had a CD mature earlier this month, renewed for another 6mo at 4.5% interest rate
- Good shape for unrestricted funds
- P&L included – refer to budget discussion for reference

State Conservation Committee Report – Accept report if provided by Pete Throop

NHACD Report – Accept report as provided by Amy Bodwell

- Steve Scarpiccio (new president) seems to be doing a good job communicating
- Next board meeting: February 15th
- Internal voluntary audit came up in meeting – external audit was discussed but very expensive and would have to go out for bid (\$10-15k)
- 2 districts still not taking part in organization
- Hiring conservation planners for NHACD
- LENS easement monitoring software – in-person monitoring 1x per year
 - o Strafford and Rockingham exploring as part of NHACD agreement because of quantity of easements
- Motion to accept consent agenda by Sparky and seconded by Amy

10:30 - Standing Agenda Items (report/discussion as needed)

- Fundraising – Jenna Rich
 - o Jenna and Benée put together partnership package for local businesses of what different levels (\$) of partnership will do for our community
 - o Conservation levels of support – put in names for these ‘wildlife defender’ etc
 - o Jenna look at business to approach and understand their timelines for when they’ll support
 - o Potentially seeking a match for JPS scholarship
 - o Lindsey Tafless coming to our February Board meeting to discuss how the Monadnock Conservancy conducts their fundraising
 - o Place a registry for event supplies – asking for items from public
 - o Potentially plant pots, tie dye, fishing supplies for gear library
 - o Orchard Hill Pizza Night – potentially CCCD recipients; Benée contact Noah and Matt reach out to Eleanor
- Board Capacity Building - Amy Bodwell
- Elected Official (Delegate/Commissioners) Engagement – Sparky Von Plinsky
 - o Email to Dan – been on committee for 2-3 decades and a supporter of District efforts
 - o Redistricting – happens every 10 years
 - o Sparky and Amanda were at County Commissioners budget hearing
- Conservation Commission Liaisons - Emily Daigle
 - o Emily provided a rough timeline of contact efforts with Board members and commissions
 - o Amanda will share around, take a peek and look at the contact list sent around

Amy makes a motion to adjourn and Sparky seconded, all voted in favor

11:35 – Adjourn

****** Next board meeting: Thursday February 22, 2024 9am-11:30am ******



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

| | | |
|---|------------------------------|--|
| Participating Member: Cheshire County Conservation District 11 Industrial Park Dr Walpole, NH 03608 | Member Number: 466 | Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716 |
|---|------------------------------|--|

| Type of Coverage | Effective Date (mm/dd/yyyy) | Expiration Date (mm/dd/yyyy) | Limits - NH Statutory Limits May Apply, if Not |
|--|--------------------------------|---------------------------------|---|
| <input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence | 7/1/2023 | 7/1/2024 | Each Occurrence \$ 2,000,000 |
| | | | General Aggregate \$ 10,000,000 |
| | | | Fire Damage (Any one fire) |
| | | | Med Exp (Any one person) |
| <input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto | | | Combined Single-Limit (Each Accident) Aggregate |
| <input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability | 7/1/2023 | 7/1/2024 | <input checked="" type="checkbox"/> Statutory |
| | | | Each Accident \$2,000,000 |
| | | | Disease - Each Employee \$2,000,000 |
| | | | Disease - Policy Limit |
| <input type="checkbox"/> Property (Special Risk Includes Fire and Theft) | | | Blanket Limit, Replacement Cost (unless otherwise stated) |

Description: Proof of Primex Member coverage only.

| | | | |
|---|---------------------------------|-------------------|--|
| CERTIFICATE HOLDER: | Additional Covered Party | Loss Payee | Primex³ - NH Public Risk Management Exchange By: <i>Mary Beth Purcell</i> Date: 2/13/2024 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax |
| NH State Conservation Committee PO Box 2042 Concord, NH 03302 | | | |