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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 Chocorua Lake Conservancy, Chocorua, NH, Vendor Code 167079, in the amount of \$29,175.00 for the *Chocorua Lake Eastern Shoreline Stabilization & Restoration* project in the Town of Tamworth, 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	\$29,175.00	\$29,175.00

**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 Chocorua Lake Conservancy to perform certain tasks as enumerated in Exhibit B for the purposes of improving erosion control and water quality by implementing shoreline stabilization and restoration measures along Chocorua Lake shoreline.

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,

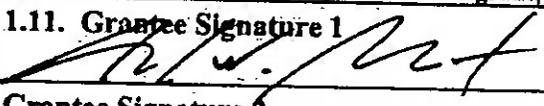
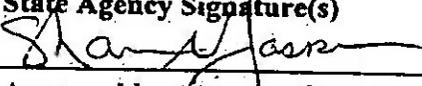


Shawn N. Jasper  
Commissioner

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 Chocorua Lake Conservancy		1.4. Grantee Address P.O. Box 105, Chocorua, NH 03817	
1.5. Grantee Phone # 603-323-6252	1.6. Account Number 28600000-500581	1.7. Completion Date 4/30/2026	1.8. Grant Limitation \$ 29,175.00
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 Alex Moot, 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: 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 5.5 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 of 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 of 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 OF 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 AWM  
Date 3/4/2024

- 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 AWM  
Date 3/4/2024

**Exhibit A  
Special Provisions**

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

**Exhibit B  
Scope of Services**

The Chocorua Lake Conservancy shall perform the following tasks as described below and detailed in the proposal titled *Chocorua Lake Eastern Shoreline Stabilization & Restoration* the Town of Tamworth, Carroll County, NH, dated September 15, 2023:

Task 1. Complete the development of the Chocorua Lake Shoreline Stabilization and Restoration Master Plan. Provide documentation of costs and demonstration of plan completion.

Task 2. Complete bank stabilization along approximately 1,000 lf of the Chocorua Lake's eastern shoreline. Complete installation of netting with boulder and split natural-cleft granite revetments, and seeding and mulching to stabilize the shoreline and reduce stormwater runoff. Demonstrate inclusion of Best Management Practices (e.g. NHDES *Bank and Shoreline Stabilization Projects in Non-Tidal Areas and Erosion Control for Construction within the Protected Shoreland*). Provide documentation of costs and demonstration of site improvement completion.

Task 3. Complete installation of native plants to reduce erosion and stormwater sedimentation. Provide documentation of costs and demonstration of site improvement completion.

Task 4. Complete final site improvements and project outreach and close-out:

- a. Complete installation of native granite with native stone aggregate to stabilize the north-eastern shoreline launch area of Chocorua Lake. Provide documentation of costs and demonstration of site improvement completion.
- b. Provide the following for project management, outreach and close-out:
  - i. Complete a short-term planting management plan and a five-year landscape stewardship and management plan. Provide documentation of costs and demonstration of plan completion.
  - ii. 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.
  - iii. Provide at least one project photograph for NH State Conservation Committee use, with photo authorization form.
  - iv. 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.
  - v. 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.

Grantee Initials AWM  
Date 5/4/2024

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

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

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

Upon Completion and SCC approval of Task 1	\$ 5,158.00
Upon Completion and SCC approval of Task 2	\$ 12,380.00
Upon Completion and SCC approval of Task 3	\$ 6,190.00
Upon Completion and SCC approval of Task 4	\$ 5,447.00
Total	\$ 29,175.00

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 AWM  
Date 3/4/2024

# 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 CHOCORUA LAKE CONSERVANCY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 11, 1979. 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: 62599

Certificate Number: 0006599073



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 6th 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, Sheldon Perry, Board President, hereby certify that I am duly elected Clerk/Secretary/Officer of  
*(Name #1)*  
Chocorua Lake Conservancy. 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 11 2024,

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

**VOTED:** That Alexander W. Moot, Executive Director is  
*(Name #2 and Title. May list more than one person)*

duly authorized to enter into contracts or agreements on behalf of

Chocorua Lake Conservancy 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: March 8, 2024

ATTEST: Sheldon Sheldon Perry, Board President  
*(Name #1 & Title)*

# Chocorua Lake Conservancy

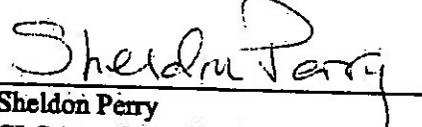
## Delegation of Signature Authority

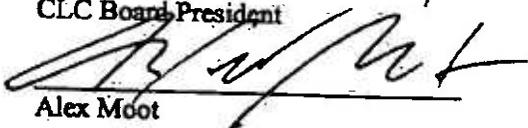
This Delegation of Signature Authority ("Delegation") is between The Chocorua Lake Conservancy Board of Directors through its President (collectively, the "CLC"), and the CLC Executive Director ("ED"). This Delegation is effective as of the date last signed.

Consistent with the powers of the Board of Directors as set forth in in the CLC articles of agreement (and as amended), the CLC bylaws, Board of Directors job descriptions, and other organizational documents and applicable policies, the CLC delegates the authority to execute contracts, and commit the CLC to financial obligations and expenditures on behalf of the CLC, subject to the follow limitations:

- The ED may execute contracts and commit the CLC to financial obligations and expenditures which are included in the approved budget for the current year.
- If a contract or financial obligation or expenditure has not been accounted for in the approved budgeted:
  - The ED may commit the CLC to contracts, financial obligations and expenditures in amounts up to \$5,000;
  - Executive Committee may commit the CLC to contracts, financial obligations and expenditures in amounts up to \$25,000; and
  - Full CLC Board approval is required for contracts, financial obligations, and expenditures above \$25,000.

This Delegation may be terminated at any time by either of the parties and is not sub-delegable.

  
Sheldon Perry  
CLC Board President

  
Alex Moot  
CLC Executive Director

October 12, 2023  
Date

10/12/2023  
Date



**CHOCORUA LAKE CONSERVANCY**  
Land & Water Stewards Since 1968

**CHOCORUA LAKE CONSERVANCY**  
P.O. Box 105, Chocorua, NH 03817

*The Chocorua Lake Conservancy (CLC) is a land trust dedicated to the protection of the scenic and natural resources of the Chocorua Lake Basin and surrounding area for the benefit of all present and future residents and visitors.*

**BOARD OF DIRECTORS**

**Date of Meeting:** February 11, 2024

**Meeting Location:** Tamworth Town House

**Board Members Present (7):** Geoff Gill, Jean McKinney, John Kumm, David Kunhardt, Sheldon Perry, Michael Rich, Ruth Weld

**Board Members Absent (1):** Will Zehring

**Others Present:** Alex Moot (Executive Director), Juno Lamb (Director of Programming and Outreach), Debra Marnich (Stewardship Director)

**Mtg Handouts:** Agenda & Board Packet; Stewardship Director Report; 2024 Revised Budget; Results of Board Self-Assessment Questionnaire Survey; ED Self-Evaluation; Covenant Definitions

**Board Chair:** Sheldon Perry

**Meeting Time:** 1:00 - 3:30pm

**Next Board Meeting:** March 25, 2024 (zoom)

Topic	Discussion	Follow-Up Tasks
"A Board for All Seasons" Workshop	<ul style="list-style-type: none"> <li>- Workshop with David Allen (Conservation Consulting Group) from 9:00am-12:00pm</li> <li>- Members took individual notes.</li> <li>- 1 hour lunch break followed with discussion</li> </ul>	
Approval of Consent Agenda	<ul style="list-style-type: none"> <li>- Conflict of Interest forms were not circulated prior to the meeting so this piece was removed from the consent agenda.</li> <li>- Consent Agenda: Approval of Nov 30 meeting minutes; Approval of updated Financial Controls Policy</li> <li>- <b>Motion to approve Consent Agenda: Sheldon; Jean seconded. Approved.</b></li> </ul>	<p>Staff will circulate COI forms for Board Members to sign (edit: Alex circulated COI forms on 02/14/24).</p> <p>Board Members will sign COI forms and return to Staff ASAP.</p>
President's Remarks	<ul style="list-style-type: none"> <li>- Suggestion to make the <i>self-evaluation forms</i> ask the same questions as the <i>evaluation forms</i> so there's an "apples to apples" comparison.</li> <li>- Commentary is beneficial in speaking to who we are and what our priorities are. Preference for qualitative data rather than solely quantitative.</li> <li>- Move the evaluation process to before Board Member terms end in July/August so new members aren't immediately asked to self-evaluate.</li> </ul>	

<p><b>Director's Report</b></p>	<ul style="list-style-type: none"> <li>- Alex shortened his report to include more oral reporting and images rather than writing it out, per feedback.</li> <li>- Some Board Members expressed concern (prior to meeting, both informally and formally to Alex) about our financial sustainability in terms of hiring more staff.</li> <li>- We've had 3 strong financial years and the long term investment portfolio has grown. Revenue has grown in nearly every category.</li> <li>- Each December is a bit stressful because we haven't met our fundraising goal. Alex would like larger donors and board members to pledge to donate earlier in the year to help with this goal.</li> <li>- Submitted 8 grant applications last year, up from usually 2/year.</li> <li>- Donation support has tripled in 10 years (236 to 704 households &amp; businesses). Alex said he expected it to plateau but it continues growing – can likely be attributed to excellent outreach (e.g., newsletter) among other things.</li> <li>- Hired two new individuals. Staff did screening interviews and then more involved interviews with top candidates. Got a large number of applicants for both positions. <ul style="list-style-type: none"> <li>- Membership &amp; Volunteer Coordinator, Mike Morin. Starting his role April 1. He will be the staff liaison with the Forest Service and CMC Committee.</li> <li>- Seasonal Land Steward, Allison Larne. Starts May 1. Will take direction from Deb and take over ~half the monitoring/stewardship visits including filing the reports in the office.</li> </ul> </li> </ul>	<p>Alex and Sherri will look into the hard numbers of the deficit to determine how much money we should keep in the operating expense budget.</p> <p>Board Members could pledge to make their yearly donations earlier in the year to help CLC realize budget goals earlier than December.</p>
<p><b>CLC's Financial Sustainability</b></p>	<ul style="list-style-type: none"> <li>- CLC staff responsibilities table in the board packet (lead responsibilities and support roles) helps explain/itemize where the needs and priorities are (pp. 20-21).</li> <li>- Discussion on CLC's financial sustainability following the addition of two new staff positions.</li> <li>- Staff is necessary to get core work done.</li> <li>- Annual giving has been strong over the past 5 years. Almost quadrupled between 2018 and 2023 (\$63k to \$225k).</li> <li>- CLC has a strong financial base which can absorb fluctuations in annual giving or unexpected expenses.</li> <li>- Stewarding and retaining CLC's current base of donors and volunteers requires substantial staff time.</li> </ul>	

<b>Major Projects</b>	<ul style="list-style-type: none"> <li>- Shoreline Restoration: have raised some money, need more from private donors, will apply for further grants. Current budget is \$80k, but this is prior to bids and master plan (will likely be higher).</li> <li>- Dam Repairs: potentially considering a natural dam "ecological water control structure" (porous pile of rocks, may or may not have a sluiceway). Need more research to determine which route is best, financial implications, longevity, ecological sustainability, etc.</li> <li>- Pausing dam project to re-evaluate. Ideally we will decide on a route by May/at the May meeting.</li> <li>- Will likely need \$300k for both projects. D&amp;O set a goal of raising \$150k in a "mini" campaign, the rest would come from grants.</li> </ul>	<p>Staff will research alternate dam strategy to bring comparison to May meeting for Board decision.</p> <p>Alex will meet with each board member to determine their giving potential for the campaign before it launches to the public in May.</p>
<b>Stewardship Director Report</b>	<ul style="list-style-type: none"> <li>- Apology to Deb for not including her in the agenda!</li> <li>- Finished the monitoring on December 31st. Just in time, but looking forward to having help monitoring next year. Much of her time is spent in the manual filing process, which the new hire would largely take over once trained.</li> <li>- No one had questions about her report, a few Members spoke out in praise of her hard work and thorough reporting.</li> </ul>	
<b>Covenant Term Definitions</b>	<ul style="list-style-type: none"> <li>- LCC has worked on this document of definitions. Submitting to the board for approval.</li> <li>- Implementation process suggestion. Only move to next step if minimum pushback or regrouping needed - re-evaluate the document language based on each step before proceeding to the next: <ul style="list-style-type: none"> <li>- 1) do field testing of some friendly-to-us landowners in a focus group</li> <li>- 2) stakeholder discussion</li> <li>- 3) present the document to all covenant owners</li> </ul> </li> <li>- <b>Motion to approve the new definitions and implementation process as described above: David; Jean seconded. Approved 6/7.</b></li> <li>- Concern raised about asking people to sign further documentation ruffling feathers and making us look poorly.</li> </ul>	<p>Board Members should reach out to Alex for further discussion and clarification as needed (re: appearances/ruffling feathers).</p>
<b>Nominating Committee</b>	<ul style="list-style-type: none"> <li>- Sheldon nominated Will to be interim Vice President. <b>Motion to approve Will Zehring to Vice President until annual meeting in July: Sheldon; John seconded. Approved.</b></li> <li>- Suggestions to amend bylaws to let Board Members sign on for 1 year stints rather than 3 on a case-by-case basis (e.g., to allow for Presidents to serve a shorter term and pass on the reins). Possibly enact 2 year terms for President and VP in order to train VP to take over? Amending by-laws is complicated and would need to</li> </ul>	

	<p>be brought to the entire membership at Annual Meeting, tabled for now.</p> <ul style="list-style-type: none"> <li>- Nominating committee: Sheldon and John</li> </ul>	
<b>Strategic Planning</b>	<ul style="list-style-type: none"> <li>- Deferred to March meeting due to running overtime</li> </ul>	
<b>Discussion &amp; Approval of Updated FY2024 Budget</b>	<p><i>(Deb &amp; Juno departed)</i></p> <ul style="list-style-type: none"> <li>- Board reviewed and discussed updated FY2024 budget.</li> <li>ⓐ <b>Moose Plate Grant: The FY2024 budget includes receipt of a \$29,175 "Moose Plates" grant in approximately June 2024 from the NH State Conservation Commission and the associated expenditure of \$68,200 related to the "Shoreline Stabilization &amp; Restoration Project" on the eastern shoreline of Chocorua Lake in Fall 2024.</b></li> <li>ⓑ <b>Motion to grant Alex Moot, Executive Director, per the "Delegation of Signature Authority" policy enacted by the Board in October 2023, to sign the Grant Agreement with the NH State Conservation Commission for a \$29,175 "Moose Plates" grant. David motioned; Sheldon seconded. Approved.</b></li> <li>- <b>Motion to approve updated FY2024 budget as proposed by Alex and the finance committee: David motioned; Sheldon seconded. Approved.</b></li> </ul>	
<b>Executive Session</b>	<p><i>(Alex departed)</i></p> <ul style="list-style-type: none"> <li>- Sheldon provided Executive Director Compensation Proposal handout</li> <li>- <b>Motion to approve Executive Director Compensation Proposal: Motion John. Seconded David. Approved.</b></li> </ul>	
<b>Adjourn</b>	The meeting was adjourned at 3:30pm.	

**Date Submitted:** February 20, 2024

**Submitted by:** Ruth Weld, Board Secretary

**Date Approved:**

**Email:** [rweld@chocorualake.org](mailto:rweld@chocorualake.org)



CHOCLAK-02

ELEWIS

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/7/2024

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

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

**PRODUCER**  
Alliant Insurance Services, Inc.  
4530 Walney Rd Ste 200  
Chantilly, VA 20151-2285

**CONTACT NAME:** Kyle Murphy

**PHONE (A/C, No, Ext):** (703) 547-6288

**FAX (A/C, No):**

**E-MAIL ADDRESS:** Kyle.Murphy@alliant.com

**INSURER(S) AFFORDING COVERAGE**

**NAIC #**

**INSURER A:** Federal Insurance Company

20281

**INSURER B:**

**INSURER C:**

**INSURER D:**

**INSURER E:**

**INSURER F:**

**INSURED**  
Chocorus Lake Conservancy  
PO Box 105  
Chocorus, NH 03817

## COVERAGES

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			36037670	10/8/2023	10/8/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			36037670	10/8/2023	10/8/2024	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			93646348	10/8/2023	10/8/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	71756029	10/8/2023	10/8/2024	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Grant- Proof of General Liability and Workers Compensation coverage:

## CERTIFICATE HOLDER

New Hampshire State Conservation Committee  
Attn: Dea Brickner-Wood  
PO Box 2024  
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