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New Hampshire
Department of Agriculture,
Markets & Food

Shawn N. Jasper, Commissioner

April 2, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire State Conservation Committee (SCC) to enter into a grant with Monadnock Conservancy, Keene, NH, Vendor Code 166683, in the amount of \$30,000.00 for the 5 *Sigma Farm Conservation Easement* project in the Town of Sullivan, 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

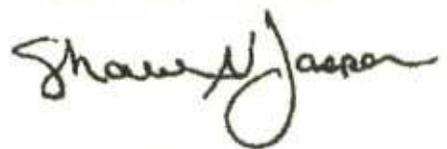
<u>OBJECT CLASS</u>	<u>ACCOUNT</u>	<u>FY2025</u>	<u>TOTAL</u>
073-500581	Grants – State	\$30,000.00	\$30,000.00

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 Monadnock Conservancy to perform certain tasks as enumerated in Exhibit B for the purposes of permanently protecting 55-acres, more or less, of the 5 Sigma Farm property in the Town of Sullivan, 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,

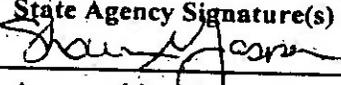


Shawn N. Jasper
Commissioner

GRANT AGREEMENT

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

I. 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 Monadnock Conservancy		1.4. Grantee Address P.O. Box 337, Keene, NH 03431	
1.5. Grantee Phone # 603-357-0600	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 Ryan Owens, 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>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 of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
 - 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**
 - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
 - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
 - 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
 - 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
 - 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. **RECORDS and ACCOUNTS.**
 - 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills, and other similar documents.
 - 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions.
8. **PERSONNEL.**
 - 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
 - 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
 - 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. **DATA RETENTION OF DATA ACCESS.**
 - 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulac, 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 RWD
Date 2/23/24

- 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 in 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 Rmo
Date 2/27/24

**Exhibit A
Special Provisions**

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

**Exhibit B
Scope of Services**

The Monadnock Conservancy shall perform the following tasks as described below and detailed in the proposal titled *5 Sigma Farm Conservation Easement* in the Town of Sullivan, Cheshire County, NH, dated September 15, 2023:

Task 1: Permanently protect 55-acres, more or less, through the acquisition of a conservation easement on the property known as the 5 Sigma Farm (Property), located on Center Street, Town of Sullivan, NH.

a. Complete the following:

- i. Recorded conservation easement deed.
- ii. Property Settlement Statement.
- iii. Executive summary of property appraisal.
- iv. Executive summary and signatory acknowledgement of the Baseline Documentation Report.
- v. Verification of the Stewardship Endowment financial commitment for the property.

b. Provide the following for project outreach and completion:

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

Subcontract Provision

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

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

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

Grantee Initials Rno
Date 2/23/24

Monadnock Conservancy 2 of 2

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	\$ 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 RMS
Date 2/23/24

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 MONADNOCK CONSERVANCY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 18, 1990. 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: 147934

Certificate Number: 0006567902



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of February A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan", written over a faint circular stamp.

David M. Scanlan
Secretary of State

Certificate of Authority #1 – Resolution for Vote

I, Jeanne Thieme, hereby certify that I am duly elected ~~Clerk/Secretary/Officer~~ of
(Name #1)
Monadnock Conservancy. I hereby certify the following is a true copy of a vote taken at
(Name of Grantee)
a meeting of the Board of Trustees / ~~Council / Selectboard / Supervisors~~, duly called and held on
February, 23 2024,

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

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

duly authorized to enter into contracts or agreements on behalf of

Monadnock 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: February 24, 2024

ATTEST:

Jeanne M. Thieme - Secretary
(Name #1 & Title)



MINUTES OF THE BOARD OF TRUSTEES MEETING

~~Friday, February 23, 2024~~
Zoom Meeting

MEETING CALLED TO ORDER

The meeting started at 8:04 a.m.

TRUSTEES PRESENT

Peter Kenyon, Brad Malt, Jeanne Thieme, Dennis Calcutt, Wendy Webster, Peter Hansel, Mark Florenz, Doug Sutherland

TRUSTEES NOT PRESENT

Matt Kelly, Tiffany Mannion, and Sarah Kossayda

STAFF PRESENT

Kate Sullivan, Lacy Cillotti, Ryan Owens, Lindsay Taffas, Richard Pendleton, Martin Royle, Alex Metzger, Pete Throop, and Janine Marr

STAFF NOT PRESENT

Anne McBride

GUEST

Karen Buck

CONSENT AGENDA

MOTION: Peter H. moved to approve the consent agenda and Dennis seconded.

- Ryan acknowledged that the board meeting calendar has been revised and it is potentially subject to change, but we are going to try to stick to the new schedule.
- Brad asked if there is any ill will with the two litigation outcomes and asked if we would do it more quickly next time. Ryan answered that there is no ill will circulating in the community. Alex stated that this was a good lesson and that he would probably act sooner in the future.
- Dennis asked if the conservancy should work to tell the finishing part of the story to get the message out. Ryan answered that it would be hard to tell that story in a way that didn't cast the offenders in a negative light.
- No discussion on January Minutes.

VOTE: Unanimously approved

STRATEGIC BUSINESS PLANNING UPDATE

- Karen stated that every organization and plan is different and ours will be tailored to the conservancy. She understands that things move fast for us. She will look at the conservancy as a system with interactive parts and pay attention to the whole and how those parts must work together. She will help develop tools that are useful and helpful for the development of the organization.
- Karen gave some background on her company, Conservation Impact.

- The purpose of this project is threefold.
 1. Evaluate opportunities.
 2. Confident and aligned decisions.
 3. Deliberate growth and development.
- The process has three parts.
 1. Understand the situation and identify foundational issues.
 2. Make clear, unequivocal decisions.
 3. Create plans, tools, and skills.
- Peter H. asked how she sees a business plan fitting into a strategic plan. Karen answered that the strategic plan is the heart of the business plan. The strategic plan has the goal, but it does not give you the steps to get there.
- Brad commented that the questionnaire that was sent out to the board did not seem to have anything to do with strategic planning. Lacy said that Karen was not part of the questionnaire that was sent out. That is separate from the work that Karen is doing. That was sent out as an attempt to gain some internal themes.
- Peter K. asked what the board's role needs to be. Karen answered that she would customize the process to meet our needs. When we meet, she will spend about an hour just talking to the board. There are organization-wide strategic initiatives going on that require board involvement and those initiatives need to sync up. It makes sense that that implication is going to have to involve board members. She will help support the board in figuring out what will work best and create templates or tools that will help make that easier depending on the path.
- If anyone has any questions send them to Lacy and she will get them to Karen.

DEVELOPMENT AND CAPITAL CAMPAIGN UPDATE

- Lindsay stated that the numbers are dated in the board packet. As of yesterday (2/22), we hit \$3,650,000, which brings us right to 60%. We are anticipating another 300,000 in solicitations we've made in the past couple of weeks. Pledges that have been paid to date are just over 2 million. We are keeping our sights set on how we're going to reach the 70% mark, which is when we can apply for some additional funding from an anonymous foundation. We're hoping to hit that 70% by early May.
- The bright spot in the annual fund is our sustaining giving program continues to see a nice uptick. We're lagging in just about every annual fund category. We are not able to receive the New Hampshire Charitable Foundation grant this year. In all the visits Ryan and Lindsay make for the capital campaign, they do bring up annual giving as well and people remain committed to their annual gifts. The deficit we're seeing right now is largely due to a few key supporter's who are deceased.

BUILDING COMMITTEE UPDATE

- Lacy stated the two big things the committee is focused on right now are the initial design phase of the building and the RFP process for construction managers. Five potential RFP managers met on-site so they could put their bids forward.
- Peter H. added that as they are getting into a firmer design, they are keeping an eye on how much it is going to cost. All the solar panels will most likely be on the roof.
- Ryan said the design will be shared with the board soon.
- Wendy stated that she understands we need to stay within budget, but she wants to make sure we end up with a building that we are proud of. Ryan said that the whole organization has established the sustainability component of this building as a red line that will not be crossed in trimming costs. As we do look at ways to dial things back it

relates more potentially to, the total square footage or maybe the complexity of the design. None of the net-zero characters and all the related sustainability components would not be trimmed.

- Peter K. asked if the conservancy would have any role in the park that is going to be developed. Ryan answered that the city will constrain to a significant degree what kind of park it will be. We have no formal understanding with the city about how we can collaborate on the park, but we do have a strong relationship with the park's director. We will do all we can to be part of it.

AUTHORIZATION FOR RYAN TO SIGN OPAV MOOSE PLATE GRANT

MOTION: Dennis moved, and Peter H. seconded that the board of trustees of the Monadnock Conservancy authorizes the executive director to sign a grant agreement associated with a Moose Plate Grant awarded by the New Hampshire State Conservation Committee to the Monadnock Conservancy for the Five Sigma Farm Conservation Easement Project with such authorization remaining valid for a period of 30 days from the date of approving this motion.

- Pete stated that we were awarded a Moose Plate Grant for the Five Sigma Farm project for \$30,000. This will authorize Ryan to be able to sign the grant agreement. The AG's office has said they need this authorization in writing and it expires after 30 days. The board can anticipate that every grant we receive from a state agency will likely need this vote.

VOTE: Unanimously approved.

NEW TRUSTEE ELECTION: ARCHIE MCINTYRE AND DICK DREW

MOTION: Peter H. moved, and Jeanne seconded elect Archie McIntyre and Dick Drew for a term of three years under the normal conditions and limitations beginning retroactively to July 2026.

- Doug asked if these new trustees fulfill what we are looking for in new board members. Ryan answered that the three categories for our recruitment for the past year are land/conservation-related insight, capacity, or connection to help move the fundraising needle and continuing to expand and enhance the diversity of the board in different ways. Archie and Dick meet the first two requirements.

VOTE: Unanimously approved.

PRESENTATION ON FY23 AUDITED FINANCIAL STATEMENTS

MOTION: Peter K. moved, and Peter H. seconded that the board of trustees approve the audited financial statements of the conservancy in the form of the draft presented to the board with such changes in the final version as may be approved by the executive director and treasurer.

- Brad went over the materials in the board packet.
- Ryan addressed our fundraising expenses. Lots of organizations are measured by the percentage of their expense that goes into fundraising. A proportion of the fiscal year's total expenditures fundraising was a lot. One of the things to recognize is that our spending varies significantly from year to year as a result of the big real estate purchases that we may undertake. The reality is that in fiscal year 23 we closed a lot of conservation projects, and only one of them was a purchased conservation easement and was a relatively low cost. As a result, our total expenditures were relatively low, though if you look at our fundraising expense as a percent of total expenses over the longer-term averaging in years, that proportion of our total spending goes down significantly when you factor in those years.

VOTE: Unanimously approved

BROOKS FUND POLICY AMENDMENT.

MOTION: Wendy moved, and Doug seconded that the board of trustees approve the amended Brooks Fund Policy, as presented.

- Ryan wanted to address this to ensure that the Brooks Fund can continue to be used as was intended to enable the donation of land and conservation easements. This recognizes the new reality of the kinds of projects that we are undertaking, particularly concerning terms of public access to those lands once conserved.
- Brad asked why the provision was removed. Ryan answered we can decide to keep it. We have been putting that in some policies and we never actually followed it and whether it's written in the policy or whether it's just understood to be good practice to revise our policies. It does not make a whole lot of difference.

VOTE: Unanimously approved

The meeting adjourned at 9:49 am

NEXT MEETING:

March 22, 2024, 8:00 am, Delegation Hall, Keene, NH and Zoom.

Respectfully submitted,

Kate Sullivan

operations and development manager



MONACON-01

LELLET

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/8/2024

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: Bailsha T Averhart PHONE (A/C, No, Ext): (909) 886-9861 E-MAIL ADDRESS: BAverhart@alliant.com	FAX (A/C, No): (909) 886-2013
	INSURER(S) AFFORDING COVERAGE	
INSURED The Monadnock Conservancy PO Box 337 Keene, NH 03431-0000	INSURER A: Federal Insurance Company NAIC # 20281	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJEC <input type="checkbox"/> LOC OTHER:		35351922	12/1/2023	12/1/2024	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea. 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		35351922	12/1/2023	12/1/2024	COMBINED SINGLE LIMIT (Ea. accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		79756565	12/1/2023	12/1/2024	EACH OCCURRENCE	\$ 2,000,000
						AGGREGATE	\$
						Aggregate	\$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		71743993	12/1/2023	12/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 100,000
						E.L. DISEASE - EA EMPLOYEE	\$ 100,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	AD&D Accident Medica		64777216	12/1/2023	12/1/2024	AD&D	\$ 150,000
A	Directors & Officers		81601483	12/1/2023	12/1/2024	Aggregate	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Grant or other: Moose Plate Grant

CERTIFICATE HOLDER

CANCELLATION

New Hampshire State Conservation Committee
PO Box 2042
Concord, NH 03302

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