

# New Hampshire

Department of Agriculture,  
Markets, and Food

52

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Shawn N. Jasper, Commissioner

March 24, 2025

Her Excellency, Governor Kelly A. Ayotte  
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 Southeast Land Trust of New Hampshire, Epping, NH, (Vendor Code 155425-B001), in the amount of \$35,000.00 for the *Rochester Reservoir - Gray Conservation Easements* project in the Town of Rochester, Strafford County, effective upon Governor and Council approval for the period of July 1, 2025 through April 30, 2027. **100% Other Funds (Agency Income).**

Funding is anticipated to be available in Fiscal Year 2026, upon the continued appropriation of funds in the future operating budget with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office, if needed and justified.

02-18-18-184510-28600000, SOIL CONSERVATION

073-500581 Grants Non-Federal

FY2026  
\$35,000.00

## 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 Southeast Land Trust of New Hampshire to perform certain tasks as enumerated in Exhibit B for the purposes of permanently protecting 55-acres, more or less, of the Rochester Reservoir - Gray property in the town of Rochester, NH.

The SCC is confident that the grantee possesses the necessary staff and resources to effectively carry out the duties imposed by this grant.

Respectfully submitted,

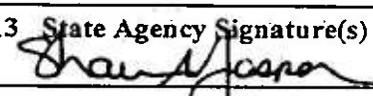
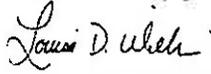


Shawn N. Jasper  
Commissioner

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name State Conservation Committee		1.2. State Agency Address 1 Granite Place South, Suite 211, Concord, NH 03301	
1.3. Grantee Name Southeast Land Trust of New Hampshire		1.4. Grantee Address 247 North River Road, Epping, NH 03042	
1.5. Grantee Phone # 603-778-6088	1.6. Account Number	1.7. Completion Date 4/30/2027	1.8. Grant Limitation \$ 35,000.00
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 Brian Hart, 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: 		Assistant Attorney General, On: 3/21/2025	
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, pay-rolls, 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. 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 BH  
Date 1/24/25

- 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 BA  
Date 1/24/25

**Exhibit A  
Special Provisions**

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

**Exhibit B  
Scope of Services**

The Southeast Land Trust of New Hampshire shall perform the following tasks as described below and detailed in the proposal titled Rochester Reservoir - Gray Conservation Easements in the Town of Rochester, Strafford County, NH, dated September 14, 2024:

Task 1: Complete due diligence and permanently protect through the acquisition of a conservation easement on 32-acres, more or less, known as the Gray property in Barrington, NH, and the permanent protection through the donation of conservation easement on 23.5 acres, more or less, known as the City of Rochester property in Barrington, NH.

- a. Complete the following:
  - i. Recorded Conservation Easement deeds.
  - ii. Property Settlement Statements.
  - iii. Executive summary and signatory acknowledgement of the Baseline Documentation Reports.
  - iv. Verification of the Stewardship Endowment financial commitment for the conservation easement properties.
  - v. Complete due diligence tasks, provide documents and verification of SCC Grant funded transaction costs.
- 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.

Grantee Initials *GH*

Date *1/24/25*

**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	\$35,000.00
Total	\$35,000.00

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 GAH  
Date 1/24/25

*Certificate of Authority #1 – Resolution for Vote*

I, Brent Merriam, hereby certify that I am duly elected Clerk/Secretary/Officer of  
*(Name #1)*  
Southeast Land Trust of New Hampshire. I hereby certify the following is a true copy of a vote taken at  
*(Name of Grantee)*  
a meeting of the Board of Directors / Council / Selectboard / Supervisors, duly called and held on  
June 15 2023,

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

VOTED: That Brian Hart, Executive Director is  
*(Name #2 and Title. May list more than one person)*  
duly authorized to enter into contracts or agreements on behalf of  
Southeast Land Trust of New Hampshire with the State of New Hampshire and any of  
*(Name of Grantee)*  
its agencies or departments and further is authorized to execute any documents which may in his/her  
judgment be desirable or necessary to effect the purpose of this vote.

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

DATE: 1/24/2025 ATTEST: Brent Merriam President  
*(Name #1 & Title)*

**Board of Directors**  
**Southeast Land Trust of New Hampshire**  
**Meeting Minutes — June 9, 2023**  
**In Person/Virtual Meeting via Zoom**

**Board of Directors in Attendance:** Brent Merriam, President; Peter Bergh, Vice-President; Pam Hall, Treasurer; Haley Andreozzi, Secretary; Tom Chamberlin; Bruce Goodwin; Scott Marion; Joan Pratt; Sam Reid; Edie Shipley; Laurie Smith; John Wallace; Rob Wofchuck.

**Board of Directors in Attendance via Zoom:** Don Briselden, Dan Clapp, Reggie Hall, Allison Watts.

**Staff and Others in Attendance:** Brian Hart, Executive Director; Beverly Shadley, Deputy Director; Duane Hyde, Land Conservation Director; Deborah Goard, Stewardship & Land Engagement Director; Jeremy Lougee, Senior Conservation & Farmland Project Manager.

**i. Welcome and Celebrations**

S. Reid, outgoing president, called the meeting to order and welcomed new board member Allison Watts to the meeting.

B. Hart highlighted the following celebrations:

- ReVision Energy received a cornerstone award from NH Businesses for Social Responsibility
- Annual meeting went well after the weather cleared
- Mosaic tile unveiling took place earlier; 30-40 families showed; Hart thanked Dave & Lizzy
- The weekend before, B. Hart and D. Goard went to the official transfer of ownership at Bedrock Gardens
- Lori Sommer has joined the staff, Katie Bates joined as seasonal steward, resulting in an almost-full staff.
- Trail Foundation liked our proposal and will give us half the money requested (\$500K) by the end of July and we're invited to ask for the remaining \$500K next year
- B. Goodwin gave a shout out to D. Goard for management activities at Stonehouse Forest, which he witnessed on Charlie's guided hike.

**ii. Consent Agenda**

The consent agenda included the following:

1. Vote to accept the minutes of the April 20, 2023 meeting
2. Vote to accept Governance Committee's nominations for Board leadership for a two-year term
3. Vote to appoint Kate Dumas to the Finance Committee, reappoint Reggie Hall, John Wallace, and Bruce Goodwin to the Land Conservation Committee, and to reappoint Haley Andreozzi and Ernie Landry to the Land Stewardship Committee
4. Vote to authorize the Executive Director Brian Hart, Deputy Director Beverly Shadley, and Board members Brent Merriam, President Pamela Hall, Treasurer; and Robert Wofchuck, Board member, to each have individual signing authority for all bank, brokerage, financial, and investment accounts of the Southeast Land Trust of New Hampshire, and to update existing

records at each financial institution to reflect this change and replace previously authorized individuals

5. Vote to accept Pike conservation easement and direct fee deed to Town of Durham (Durham)
6. Vote to accept Lang conservation easement (Atkinson)

S. Marion motioned to pass the consent agenda, P. Bergh seconded, all voted to approve. S. Hall thanked B. Merriam, P. Bergh, H. Andreozzi, and P. Hall.

B. Merriam took over leadership of the meeting

### iii. Finance and Governance

B. Hart pointed out that the revenue is on target through May, with bright spots on contributions and memberships, which are ahead of last year; bequests; interest revenue, which will probably pass \$100K this year. We haven't taken any distributions from long-term funds yet this year, but probably will soon for the Keep Merrymeeting Clean study and bookkeeping services.

S. Reid added that J. Parins was working on dashboards for staff, P. Bergh had asked for Board dashboards. B. Shadley gave credit to P. Hall's matching gift's for the last four years for individual contributions being ahead of last year. P. Hall said she was happy to do it and that she really enjoys contributing to land conservation. At the last Finance Committee meeting, P. Bergh also suggested to Next Level Now breaking out the real estate holdings from the cash. B. Hart said the next step is to get the visual layout a little more user-friendly for the board.

B. Hart said the finance committee recommended accepting the audit. He said it was the basis of the tax return. He reported that 70-80% of our income was devoted to programs, which is a good ratio. He ran through the complement of forms, pointing to the Statement of Financial Position, which reflects that we have 15 months of funds available for operating expenses. The board training on the financial reports will help to further explain the reports. P. Bergh said the auditor had nothing but glowing things to say about the organization and the bookkeeping in general. He said the auditor had said it's common to have to make adjustments to entries. T. Chamberlin moved to accept the audited financial statements, S. Marion seconded, all approved.

### iv. Governance

B. Hart described the request to change to the Delegation of Grant Authority, which would permit the executive director to authorize the management team members to sign grant contracts rather than the executive director having to sign them. P. Hall asked if Hart would still be notified if the contract was being signed, and Hart explained the process: The grant contract is signed, the terms go into the donor database, the report from the database is reviewed to make sure it's coded correctly, then it goes to the bookkeepers to be entered into the accounting software. R. Wofchuck moved to approve the amendment, S. Reid seconded, all approved.

P. Bergh gave an update on Governance Committee work. He said they were still looking for one more board member. He talked about a board self-assessment, which has been drafted and would be conducted by SurveyMonkey when the board had ample time to self-reflect. Bergh also talked about the Conflict of Interest Policy; they've reviewed a few that are more straight-forward and easier to understand.

B. Shadley gave an update on Strategic Planning. She said that SELT has completed the large visionary arc of the strategic plan that was done in 2013 and would technically take us through 2025. She talked about doing culture and value work, considering the perspectives of external stakeholders, and conducting surveys. In the Governance Committee meeting, they discussed forming a joint committee that includes both board and staff, with a goal of presenting the strategic plan at the annual meeting in 2024. Next steps are to discuss with the Governance Committee how to structure the group and to review the proposal the consultant sent over.

**v. Land Conservation**

J. Lougee described the map on the slide and explained the area we're exploring in Auburn provides water to 6-8 large communities in the Merrimac River Watershed. There's a significant flood plain in the area, too. The property was originally brought to us by the Auburn Conservation Commission. The family that owns it will subdivide three acres for the farmhouse and sell it this summer. The Manchester Water Works owns 120 acres and will donate a conservation easement (valued at \$900K); they'll take the donated conservation easement and match it so we can use drinking water trust fund money to pay the family to conserve the property. The Eaton family will donate the restricted land to Manchester Water Works, who will then manage the whole block. Manchester Water Works isn't interested in putting cash into projects, but leveraging the donated conservation easement should work. If it does, we can replicate this model down the road.

Lougee said we'll hold an easement on both properties and work with the Auburn Conservation Commission, who will hold an executory interest on Eaton and potentially on the Manchester Water Works land, too. The State of New Hampshire will hold a third-party right of enforcement on both. Will use an NRCS on Eaton for \$270K, so they will hold third-party right of enforcement on Eaton, too. All of it will belong to Manchester Water Works, with the exception of the three acres the family will be selling this summer. Total budget is \$2.1 million, with a \$965K bargain sale largely coming from the Water Works, \$40K bargain sale from the estate. The purchase price is \$1 million with standard provisions and contingencies, with hopes of closing by December 31, 2024. The easement will be a mashup of drinking water and RCPP, which we've done before. MWW will pledge to donate the conservation easement, and SELT will manage due diligence in the grants. We may run the drinking water grant under MWW so that it's more favorably considered. P. Bergh motioned to enter the agreement with Eaton and Manchester Water Works, L. Smith seconded, all approved.

D. Hyde described the Collins II project in New Durham, a .45-acre project. Collins originally donated 100 acres, but he retained a few lots, one of which was this one. Last year he decided to donate this lot to SELT. It has a parking area and a trailhead. It makes sense from a land management/stewardship perspective. Pledge agreement terms would be standard; SELT would pay for all due diligence. The budget is \$71,500, which is mostly the value of the land, and fundraising would be included in the campaign for Merrymeeting. T. Chamberlin moved, S. Marion seconded, all approved.

D. Hyde then talked about the 24-acre Kaifer property in Hampton. It backs to another 100-acre conservation block. They want to donate the easement and pay all the costs. The property includes a house. The Kaifers originally bought the property in order to conserve it. They want to subdivide and retain the 1.4 acres that includes the house. Eventually that portion will come to us, but the rest they want to conserve now. It's almost fully within the coastal conservation plan as a priority project and is also very close to a wildlife connectivity corridor. Pledge agreement terms would require board

acceptance of the conservation easement; the Kaifers would like to close at the end of the year, but realistically it probably won't happen until March or April. They have verbally agreed to pledge \$51,000 of the project costs. They've reviewed and are comfortable with our easement template; they would like to add to the template a prohibition on agriculture other than beekeeping and planting native plants, and they want the right to manage public access and hunting. Total cost is \$326,500, most of which is the value of the easement. E. Shipley moved, S. Reid seconded, all approved.

**vi. Executive Session**

The general meeting adjourned and the meeting went into executive session.

Prepared by Amy Shellenberger

# 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 SOUTHEAST LAND TRUST OF NEW HAMPSHIRE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 21, 1980. 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: 64227

Certificate Number: 0007008742



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 21st day of January A.D. 2025.

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

David M. Scanlan  
Secretary of State



Delegation of Grant Agreement Authority for  
Brian Hart, Executive Director

Effective June 15, 2023, the Board of Directors for the Southeast Land Trust, in accordance with Article IX, Section 9.6 of the Bylaws of the Southeast Land Trust of New Hampshire, delegates to Brian Hart authority to execute and deliver grant agreements in his capacity as Executive Director, subject to the following conditions:

1. Definition

- a. *Grant Agreement*: Any contract or agreement in writing or electronic format with another entity that commits funding to the Southeast Land Trust of New Hampshire and includes conditions and/or obligations of said funding that both parties must meet. Grant Agreements go by many names and the term is intended to include, but not be limited to, cooperative agreements, grant awards, letters of agreement, memoranda of understanding, government contracts and the like. Grant agreements are often executed with federal agencies, towns, foundations, and state agencies.

2. Scope

- a. This delegation is only for Grant Agreements that concern the business matters of the Southeast Land Trust of New Hampshire.
- b. This delegation is for Grant Agreements for any amount of funding.
- c. Mr. Hart may authorize the Deputy Director, Beverly Shadley, Land Conservation Director, Duane Hyde, or Stewardship and Land Engagement Director, Deborah Goard, or their successors, to sign on behalf of the organization, without further action by the Board of Directors.

3. General Policies and Procedures

- a. All other policies and procedures of the Southeast Land Trust of New Hampshire shall apply.

4. Rescission

- a. This delegation of authority is only to Brian Hart in his capacity as Executive Director. It will automatically rescind in the event Mr. Hart ceases to be Executive Director. The Board reserves the right to rescind this delegation at any time.

APPROVED by the Board of Directors at a duly noticed meeting on June 15, 2023 which also authorized the President to sign this Delegation on the Board's behalf.

  
\_\_\_\_\_  
Brent Merriam, President

Date: 6/15/2023



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The Nan and George Mathey Center for People and Nature at Burley Farms  
247 North River Road Epping, NH 03042 603-778-6088 seltnh.org



SOUTLAN-01

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/30/2025

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).

<b>PRODUCER</b> Alliant Insurance Services, Inc. 4530 Walney Rd Ste 200 Chantilly, VA 20151-2285	<b>CONTACT NAME:</b> Morgan Vershay <b>PHONE (A/C, No, Ext):</b> (703) 547-5996 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Morgan.Vershay@alliant.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b>  Southeast Land Trust of New Hampshire PO Box 675 Exeter, NH 03833	<b>INSURER A:</b> Pacific Indemnity Company <b>NAIC #</b> 20346
	<b>INSURER B:</b> Federal Insurance Company <b>20281</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**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	ADOL INSD	SUBR WYD	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"/> PROJ <input type="checkbox"/> LOC OTHER:			35790421	1/1/2025	1/1/2026	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/PROP AGG \$ Included
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			73606693	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTIONS
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)    Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			(26) 7170-62-57	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 500,000 E.I. DISEASE - EA EMPLOYEE \$ 500,000 E.I. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  New Hampshire State Conservation Committee PO Box 2042 Concord, NH 03302	<b>CANCELLATION</b>  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 
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