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# New Hampshire

Department of Agriculture,  
Markets, and Food

Shawn N. Jasper, Commissioner

33

March 27, 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 Five Rivers Conservation Trust, Concord, NH, (Vendor Code 156600-B001), in the amount of \$30,000.00 for the *Sweatt Headwaters Project* in the Town of Hopkinton, Merrimack 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

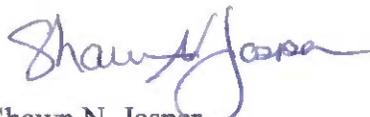
		<u>FY2026</u>
073-500581	Grants Non-Federal	\$30,000.00

### 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 Five Rivers Conservation Trust to perform certain tasks as enumerated in Exhibit B for the purposes of permanently protecting 27-acres, more or less, of the Sweatt property in the town of Hopkinton, 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 Five Rivers Conservation Trust		1.4. Grantee Address 10 Ferry Street, Suite #311A Concord, NH 03301	
1.5. Grantee Phone # 603-225-7225	1.6. Account Number	1.7. Completion Date 4/30/2027	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 <i>Elizabeth H. Short</i>		1.12. Name & Title of Grantee Signor 1 Elizabeth Short, 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) <i>Shawn N. Jasper</i>		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>Louise D. Welch</i> Assistant Attorney General, On: 4/22/25			
1.16. Approval by Governor and Council (if applicable) By: On: / /			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 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, 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.
- 12.2. 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 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.
- 12.3. 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.
- 12.4. **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 EMS  
Date 3/19/2025

- 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 EHS  
Date 3/19/2025

**Exhibit A  
Special Provisions**

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

**Exhibit B  
Scope of Services**

The Five Rivers Conservation Trust shall perform the following tasks as described below and detailed in the proposal titled *Sweatt Headwaters Project* in the Town of Hopkinton, Merrimack County, NH, dated September 14, 2024:

**Task 1: Complete preparation for the fee acquisition of 27-acres, more or less, known as the Sweatt Headwaters (Property), located in the Town of Hopkinton, NH.**

- a. Verification that all necessary project funds have been secured.
- b. Documentation of fee purchase price, through provision of the property Purchase and Sale Agreement and/or Letter of Intent for Sale.
- c. Executive summary of the property appraisal.
- d. Provision of the fee deed to be executed.

**Task 2:**

- a. Provide the following information for the 27 +/- acre Property:
  - i. Recorded fee deed.
  - ii. Property Settlement Statement.
- 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 EHS  
Date 3/19/2025

**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	\$ 29,500.00
Upon Completion and SCC approval of Task 2	\$ 500.00
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 EHS  
Date 3/17/2025

# 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 FIVE RIVERS CONSERVATION TRUST is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 13, 1988. 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: 136984

Certificate Number: 0007108825



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 19th day of March A.D. 2025.

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

David M. Scanlan  
Secretary of State

# Business Information

## Business Details

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Business Name:	FIVE RIVERS CONSERVATION TRUST	Business ID:	136984
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	12/13/1988	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	12/13/1988		
Principal Office Address:	10 Ferry Street, #311-A, Concord, NH, 03301, USA	Mailing Address:	10 Ferry Street, #311-A, Concord, NH, 03301, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2020
		Next Report Year:	2025
Duration:	Perpetual		
Business Email:	liz@5rct.org	Phone #:	NONE
Notification Email:	liz@5rct.org	Fiscal Year End Date:	NONE

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## Principal Purpose

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S.No	NAICS Code	NAICS Subcode
1	OTHER / ACQUISITION, CONSERVATION, MANAGEMENT, DISPOSITION OF LAND AROUND CONCORD	

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## Principals Information

Name/Title	Business Address
Maura Adams / Chairman of the Board of Directors	40 Thurston Pond Rd, Deerfield, NH, 03037, USA
Michael Hvizda / Other Officer	11 Washington St, Concord, NH, 03301, USA
Catherine Menard / Treasurer	83 Auburn St, Concord, NH, 03301, USA
Robert Cotton / Secretary	13 Pond Place Lane, Concord, NH, 03301, USA
Tracey Boisvert / Director	8A Lyndon St, Concord, NH, 03301, USA

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## Registered Agent Information

Name: Not Available  
Registered Office Address: Not Available  
Registered Mailing Address: Not Available

## Trade Name Information

No Trade Name(s) associated to this business.

## Trade Name Owned By

No Records to View.

## Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
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No records to view.

[Filing History](#)   [Address History](#)   [View All Other Addresses](#)   [Name History](#)   [Shares](#)  
[Businesses Linked to Registered Agent](#)   [Return to Search](#)   [Back](#)

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us \(/online/Home/ContactUS\)](#)

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*Certificate of Authority #2 – Resolution for Bylaws*

I, Kathryn Ward hereby certify that I am duly elected Clerk/Secretary/Officer of  
*(Name #1)*  
Five Rivers Conservation Trust. I hereby certify the following is a true copy of the  
*(Name of Grantee)*

current Bylaws or Articles of Incorporation of the Corporation and that the Bylaws or Articles of Incorporation authorize the following officers or positions to bind the

Board of Directors / Council / Selectboard / Supervisors for contractual obligations.  
Executive Director

*(list officer titles or position)*

I further certify that the following individuals currently hold the office or positions  
authorized: Elizabeth Short, Executive Director  
*(list individuals holding positions authorized)*

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation. This authority shall remain valid for thirty (30) days from the date of this certificate.

DATE: March 19, 2025

ATTEST: Kathryn Ward Digitally signed by Kathryn Ward  
Date: 2025.03.19.15:50:33 -0500  
*(Name #1 & Title)*



# FIVE RIVERS CONSERVATION TRUST

Local Land Trust for the Greater Capital Region of New Hampshire

**AMENDED AND RESTATED BYLAWS  
OF FIVE RIVERS CONSERVATION TRUST**

Adopted by the Board on August 27, 2018, Revised January 28, 2019

## ARTICLE I

### Name, Principal Office and Purposes

The name, principal office and purpose of the corporation shall all be as set forth in the Articles of Agreement as from time to time amended.

## ARTICLE II

### Board of Trustees

**Section 1. Number of Trustees.** The Board of Trustees shall consist of at least ten (10) and no more than seventeen (17) persons, as determined by the Board of Trustees.

**Section 2. Quorum and Adjournments.**

(a) At all meetings of the Board of Trustees, the presence of at least a majority of the trustees then holding office shall be necessary and sufficient to constitute a quorum for the transaction of business, except as otherwise provided by law, by the Articles of Agreement, or by these Bylaws.

(b) A majority of the trustees present at the time and place of any regular or special meeting, although less than a quorum, may adjourn the same from time to time without notice, until a quorum shall be present.

**Section 3. Powers of Trustees.** Subject to limitations of the Articles of Agreement, other sections of these Bylaws and New Hampshire law, all corporate powers of the corporation shall be exercised by or under the authority of, and the business and affairs of the corporation shall be controlled by, the Board of Trustees. Without limiting the general powers, the Board of Trustees shall have the following powers:

(a) To elect and appoint all of the officers and agents of the corporation, and prescribe such powers and duties for them.

(b) To conduct, manage, and control the affairs and business of the corporation.

(c) To enter into real estate transactions, borrow money and incur indebtedness for the purposes of the corporation, and for that purpose to cause to be executed and delivered, in the corporate name, promissory notes, bonds, debentures, mortgages, pledges, hypothecations, or other evidence of debt and securities.

(d) In addition to all other duties provided by the Articles of Agreement and these Bylaws, the Board of Trustees shall be responsible for the employment and removal of the Executive Director, for the supervision and review of the officers in their duties, and for the enforcement of the Articles of Agreement, these Bylaws, and such other rules and regulations as may be adopted by the Board of Trustees.

**Section 4. Election, Appointment, Qualifications, and Term of Office.** Trustees shall be elected at the annual meeting of the Board of Trustees to fill vacancies created by the impending completion of terms, except to fill a vacancy as set forth below. Each trustee shall serve a three-year term, unless completing an unexpired term. In filling vacancies, the Board of Trustees shall endeavor to provide for a representation of a broad cross section of the region served by the corporation with preference in the selection of trustees given where consistent with the best interests of the corporation to those persons who have shown or expressed an interest in land conservation and to persons who have not served as trustees for two three (3) year terms.

No trustee may serve more than six (6) consecutive years without being off the Board for at least one (1) year, except as follows: (1) if a trustee commences service by completing another trustee's unexpired term, that trustee may continue to serve up to two more consecutive three-year terms, and (2) a trustee who is serving as an officer and who would otherwise be subject to this rule may, at the invitation of the Board of Trustees, continue to serve as an officer and trustee, but in all cases the total continuous service as a trustee may not exceed nine (9) years.

**Section 5. Vacancies.** Vacancies in the Board of Trustees occurring during a term shall be filled by a majority vote of the remaining trustees then in office, even though less than a quorum. A successor trustee so elected shall serve for the unexpired term of his or her predecessor, unless the vacancy being filled was created by an increase in the number of trustees pursuant to Section 1 of Article II of these Bylaws, in which case the trustee so elected shall serve a three (3) year term deemed to have commenced as of the most recently adjourned annual meeting of the trustees.

**Section 6. Compensation.** The trustees shall receive no compensation for their services as such, but may be reimbursed out-of-pocket expenses incurred in the performance of work for the corporation.

**Section 7. Removal.** A trustee may be removed from office with or without cause by the vote of two-thirds of the remaining trustees.

**Section 8. Qualifications.** Service on the Board of Trustees shall be limited to persons who are committed to making the mission and operation of the corporation a personal priority, and who shall demonstrably contribute to the success and prosperity of the corporation and to its positive recognition in the community during their terms. Each Trustee shall be a member of a least one committee and contribute meaningfully to the work of such committee(s). Trustees will be expected regularly to attend meetings of the Board of Trustees. The Trust depends on contributions and it is the responsibility of each Trustee to raise funds notwithstanding that he or she may not be a member of the Development Committee.

### ARTICLE III Meetings

**Section 1. Annual Meeting.** The annual meeting of the Board of Trustees shall be held before July 1 each year at a time and place to be determined by the chairperson. Notice of the time and place of the annual meeting shall be delivered by hand, regular mail or electronic means, to each trustee and by the same method to the membership by the secretary or designee at least fourteen (14) days before the date of the meeting.

**Section 2. Special Meetings.** Special meetings of the Board of Trustees for any purpose or purposes may be called at any time by the chairperson or by a majority of trustees. Written notice of the time and place of special meetings shall include a statement of the purposes for which the special meeting is called and shall be delivered, mailed or sent by e-mail at least forty-eight (48) hours before the meeting.

**Section 3. Place of Meetings.** Regular meetings and special meetings of the Board of Trustees shall be held at a place to be determined by the chairperson.

**Section 4. Voting.** A majority of the Trustees shall constitute a quorum. All matters considered at a meeting shall be decided by a majority vote of those present unless greater proportion is required by law or otherwise specified in the Articles of Agreement or these Bylaws, each trustee having one vote. All votes shall be by voice vote, except that upon request of any trustee present a vote by secret ballot shall be taken.

**Section 5. Participation by Telephone.** Trustees may participate in a meeting through the use of a conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another. Participation in a meeting pursuant to this section constitutes presence in person at such meeting.

**Section 6. Waiver and Consent.** The transactions of any meeting of the Board of Trustees, however called and noticed and wherever held, shall be as valid as though conducted at a meeting held after regular call and notice, if a quorum is present and if either before or after the meeting each of the trustees not present signs a written waiver of notice, a consent to hold the meeting or an approval of the minutes. All such waivers, consents, or approvals shall be made a part of the minutes of the meeting.

**Section 7. Action Without a Meeting.** Any action by the Board of Trustees may be taken without a meeting if a majority of all the trustees consent in writing including by electronic communication to such action. Such written consents shall be filed with the minutes of the proceedings of the Board of Trustees.

## ARTICLE IV Officers

**Section 1. Officers.** The officers of this corporation shall be a chairperson, vice-chairperson, secretary, and treasurer, and such other officers as the Board of Trustees may appoint. The chairperson, vice-chairperson, secretary and treasurer shall be chosen from among the trustees, but the other officers need not be trustees. The officers shall serve at the pleasure of the Board of Trustees and may be removed with or without cause.

**Section 2. Elections.** The Board of Trustees, at its annual meeting, shall elect all officers of the corporation for terms of one year, or until their successors are elected and qualified.

**Section 3. Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification, or otherwise shall be filled by the Board of Trustees.

**Section 4. Chairperson.** The chairperson shall preside at all meetings of the members and trustees, and shall have such other powers and duties as may be prescribed from time to time by the Board of Trustees. The chairperson shall supervise the Executive Director on behalf of and with input from the full Board.

**Section 5. Vice-Chairperson.** In the absence or disability of the chairperson, the vice-chairperson shall perform all the duties of the chairperson and in so acting shall have all the powers of the chairperson. The vice-chairperson shall have such other powers and perform such other duties as may be prescribed from time to time by the Board of Trustees.

**Section 6. Secretary.** The secretary shall keep a full and complete record of the proceedings of the Board of Trustees, shall make service of such notices as may be necessary or proper, shall take minutes of all meetings of the Board of Trustees, shall supervise the keeping of the records of the corporation, and shall discharge such other duties of the office as are prescribed by the Board of Trustees.

**Section 7. Treasurer.** The treasurer shall receive and safely keep all funds of the corporation and deposit them in the bank or banks that may be designated by the Board of Trustees. Those funds shall be paid out only on checks of the corporation signed by an officer of the corporation or by such person as may be authorized from time to time by the Board of Trustees. The treasurer shall have such other powers and perform such other duties as may be prescribed from time to time by the Board of Trustees.

**Section 8. Immediate Past Chairperson.** At the invitation of the Board of Trustees, the immediate past chairperson may serve as an *ex officio*, non-voting member of the Executive Committee for one year immediately following the completion of the term as chairperson. The purpose of the office is to provide the corporation with the benefits of having an individual experienced in the office of chairperson and to ensure continuity of understanding the business of the corporation

## ARTICLE V

### Executive Director

~~The executive director, as appointed by and subject to the direction of the Board of Trustees, shall act as the chief executive officer of the corporation and shall have such additional duties and powers as the Board of Trustees may designate.~~

## ARTICLE VI

### Committees

**Section 1. Standing Committees.** The corporation shall have three (3) standing committees, which shall be entitled: (i) Membership, Outreach and Development, (ii) Land Protection and Stewardship; and (iii) Finance. The Membership, Outreach and Development committee shall be responsible for recommending to the Board of Trustees workplans relating to maintaining and growing the corporation's membership; communications and outreach; and income development. The Land Protection and Stewardship committee shall be responsible for evaluating and recommending to the Board of Trustees projects and workplans relating to land conservation, including but not limited to the protection and stewardship of fee, easement, and executory-interest properties. The Finance Committee shall be responsible for overseeing the financial well-being of the organization, including comparing fundraising and other revenues against expenditures, setting investment policies, reviewing the financial reports at least quarterly and examining financial reviews and tax filings.

Each committee shall consist of (i) a chairperson who shall be responsible for directing and coordinating the affairs of the committee, each of whom shall be a Trustee or other person appointed by the Board of Trustees, and (ii) one or more other persons, who need not be Trustees, appointed by the committee chairperson. The committees shall be responsible for implementing workplans approved by the Board of Trustees, subject to the oversight of the Board of Trustees.

**Section 2. Executive Committee.** The Executive Committee shall consist of the chairperson, vice-chairperson, treasurer and secretary and immediate past chairperson, if invited. The Executive Committee is charged with overseeing the activities of the corporation between regular meetings of the Board of Trustees, and of acting on urgent, critical, and time-sensitive matters in situations when the full Board is not able to do so. In such situations, the Executive Committee shall have all powers of the Board of Trustees except that it may not:

- (a) approve or propose actions of the members of the corporation;
- (b) fill vacancies on the Board of Trustees or any of its committees;
- (c) amend the articles of agreement;
- (d) adopt, amend or repeal bylaws; or
- (e) approve a plan of merger or sale of substantially all of the assets of the corporation.

**Section 3. Other Committees.** From time to time, the Board of Trustees may divide the work of the corporation into separate tasks and may establish such ad hoc or regular committees as may be deemed necessary or desirable in connection with the operation of the corporation's

programs and assign the tasks among such committees. The Board of Trustees shall designate a trustee to serve as chairperson of each such committee and may either designate other members of such committee or allow the chairperson of such committee to designate such other committee members. Such other committee members need not be trustees. Such committees shall carry out their assigned tasks subject to the review and approval of the Board of Trustees.

Annually by September 30 the Board of Trustees shall appoint a Nominations Subcommittee which shall be responsible for overseeing the process of identifying and nominating trustees, officers and committee members. The Nominations Subcommittee will report to the Board of Trustees on its recommendations by April 30.

**Section 4. Committee Procedure.** Sections 2 through 7 of Article III concerning notice of meetings, voting, quorum, actions without meeting and telephonic meetings shall apply to committees of the Board of Trustees and of the corporation (in the latter case, references to trustees shall be construed to refer to committee members).

## **ARTICLE VII** **Membership**

The trustees are the "members" of the corporation for the purposes of New Hampshire RSA 292. The corporation may recognize or refer to donors and supporters as "supporting members". Such "supporting members" are not to be conflated with RSA 292 trustee members as identified in this Article and in Article II, Section 1.

## **ARTICLE VIII** **Transactions with Interested Parties**

### **Section 1. Definitions.**

(a) "Financial interest" shall mean any interest in a transaction exceeding \$500.00 in value for any officer, executive director, or trustee on an annual aggregate basis. An "indirect" financial interest arises where the transaction involves a person or entity of which an officer, executive director or trustee or a member of the immediate family of the director, officer or trustee is a proprietor, partner, employee or officer.

(b) "Pecuniary benefit transaction" shall mean a transaction with the corporation in which an officer, executive director or trustee of the corporation has a financial interest, direct or indirect. However, the following shall not be considered as pecuniary benefit transactions:

- (i) reasonable compensation for services of an executive director, and expenses incurred in connection with official duties of an officer or trustee;
- (ii) a benefit provided to an officer, executive director or trustee or member of the immediate family thereof if:

- (A) the benefits are provided or paid as part of programs, benefits or payments to the members of the general public; and
  - (B) the corporation has adopted written eligibility criteria for such benefits in accordance with the Bylaws or applicable law; and
  - (C) the officer, executive director, trustee, or family member meets all of the eligibility criteria for receiving such benefits.
- (iii) A continuing transaction entered into by the corporation, merely because a person with a financial interest therein subsequently becomes an officer, executive director or trustee of the corporation.

**Section 2. Approval and Disclosure.** No contract or other transaction between the corporation and one or more of its Trustees, the executive director or officers or between the corporation and any other corporation, firm, association or entity in which one or more of its Trustees, executive director or officers are trustees, directors or officers or are financially interested (hereinafter collectively referred to as an "Interested Party") shall be either void or voidable because of the relationship or interest or because the Trustee or Trustees or a committee of the Board of Trustees, following a full discussion of the relationship or interest, authorizes, approves or ratifies the contract or transaction, if:

- (a) The transaction or contract is for goods or services used in the ordinary course of the corporation's business, and such goods or services are provided at actual, reasonable or discounted value;
- (b) The contract or transaction is fair and reasonable to the corporation, meaning that the terms thereof are no less favorable to the corporation than it could obtain in a comparable arms-length transaction with a person other than an Interested Party;
- (c) For transactions aggregating more than Five Thousand Dollars (\$5,000) in one fiscal year with a particular Trustee, prior to consummating the transaction a notice of the proposed transaction is published in a newspaper of general circulation in the community in which the principal New Hampshire office of the corporation is located, and written notice is given to the Director of Charitable Trusts of the Office of the New Hampshire Attorney General;
- (d) The fact of the relationship or interest is disclosed or known to the Board of Trustees or a committee which, following notice, disclosure and a full and fair discussion of the all material facts of the transaction and the relationship or interest, authorizes, approves or ratifies the contract or transaction by a two-thirds (2/3) vote or consent of the entire Board of Trustees, without the participation, voting or presence of any Trustee or officer with a financial interest in the transaction or who has had a pecuniary benefit transaction with the corporation in the same fiscal year, except as the Board may require to answer questions regarding the transaction; and

(c) All votes by disinterested Trustees approving or ratifying such contracts or transactions shall be fully recorded in the records of the proceedings of the Board of Trustees; and the corporation shall maintain a list of each pecuniary benefit transaction, including the names of those to whom the benefit accrued and the amount of the benefit; and shall keep such list available for inspection by members of the Board of Trustees and contributors to the corporation.

Notwithstanding any other provision of this Article VIII, a contract, transaction, or other pecuniary benefit shall not be permitted if such contract, transaction or pecuniary benefit involves a purchase, sale or a five (5) or more year lease of real estate to or from a Trustee or officer of the corporation; or the contract, transaction or pecuniary benefit involves a loan of money or property to a Trustee or officer of the corporation.

#### **ARTICLE IX** **Indemnification**

Each trustee, officer and committee member shall be indemnified by the corporation, to the fullest extent allowed by law, against any and all claims and liabilities to which such trustee, officer and committee member has become subject by reason of serving or having served as such trustee, officer and committee member, or by reason of any action alleged to have been taken, omitted, or neglected as such trustee, officer and committee member; and the corporation shall reimburse each such person for all legal expenses reasonably incurred in connection with any claim of liability, provided however, that no such person shall be indemnified against, or be reimbursed for, any expense incurred in connection with any claim or liability arising out of such trustee's, officer's and committee member's own willful misconduct or gross negligence. The corporation may purchase insurance to fund its indemnification obligation above-described.

#### **ARTICLE X** **Fiscal Year**

The fiscal year of the corporation shall begin on the 1<sup>st</sup> day of April in each year, or on such other day as may be fixed by vote of Board of Trustees.

#### **ARTICLE XI** **Inspection of Books and Papers**

All books, papers and documents of every kind belonging to the corporation, wherever located shall be open to the inspection of the trustees at the offices of the corporation at all reasonable times upon request.

#### **ARTICLE XII** **Emergency Bylaws**

**Section 1. Authority for Emergency Bylaws.** When a quorum of the corporation's Board of Trustees cannot be readily assembled because of a catastrophic event, the following provisions

of this Article XII shall be effective during such emergency.

**Section 2. Call and Notice of Emergency Board Meetings.** Any one member of the Board of Trustees or any one of the chairperson, vice-chairperson, treasurer or secretary, may call a meeting of the Board of Trustees. Notice of such meeting need be given only to those Trustees whom it is practical to reach, and may be given in any practical manner, including by publication and radio. Such notice shall be given at least six (6) hours prior to commencement of the meeting.

**Section 3: Temporary Trustees and Quorum.** One or more officers of the corporation present at the emergency board meeting, as is necessary to achieve a quorum, shall be considered to be Trustees for the meeting, and shall so serve in order of rank, and within the same rank, in order of seniority. If less than a quorum (as determined by Section 4 or Article III) of the Trustees are present (including any officers who are to serve as Trustees for the meeting), those Trustees present (including the officers who are to serve as Trustees for the meeting) shall constitute a quorum.

**Section 4. Actions Permitted to Be Taken.** The Board as constituted in Section 3, and after such notice as set forth in Section 2, may;

- (a) prescribe emergency powers to any officer of the corporation;
- (b) delegate to any officer or Trustee any of the powers of the Board of Trustees;
- (c) designate lines of succession of officers and agents, if any of them are unable to discharge their duties;
- (d) relocate the principal place of business or designate successive or simultaneous principal places of business; and
- (e) take any other action, convenient, helpful, or necessary to carry on the business of the corporation.

### **ARTICLE XIII** **Amendment of Bylaws**

These Bylaws may be amended or repealed and new bylaws may be adopted at any meeting of the Board of Trustees, provided that written notice of any such proposed action is given to all trustees at least five (5) days prior to such meeting in a manner provided above for notice of special meetings. Adoption of Bylaw changes shall be by affirmative vote of two-thirds of the trustees serving on the Board of Trustees at the time of the meeting.

