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New Hampshire

Department of Agriculture,
Markets, and Food

Shawn N. Jasper, Commissioner

35

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 Monadnock Conservancy, Keene, NH, (Vendor Code 166683), in the amount of \$30,000.00 for the *Goodrums Crossing* project in the Town of Westmoreland, Cheshire 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 Monadnock Conservancy to perform certain tasks as enumerated in Exhibit B for the purposes of permanently protecting 46-acres, more or less, of the Goodrum property in the town of Westmoreland, 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,

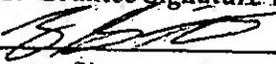
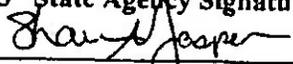
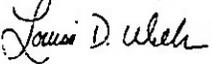


Shawn N. Jasper
Commissioner

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 Monadnock Conservancy		1.4. Grantee Address PO Box 337, Keene, NH 03431	
1.5. Grantee Phone # 603-357-0600	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 		1.12. Name & Title of Grantee Signor 1 Lacy Gillotti, Interim 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: 4/22/2025	
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 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 of 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 UG
Date 2/26/25

- 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 assigns. 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: LC
Date: 2/26/25

**Exhibit A
Special Provisions**

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

**Exhibit B
Scope of Services**

The Monadnock Conservancy shall perform the following tasks as described below and detailed in the proposal titled *Goodrums Crossing* in the Town of Westmoreland, Cheshire County, NH, dated September 14, 2024:

Task 1: Complete preparation for the acquisition of a conservation easement on 46-acres, more or less, known as the Goodrum (Property), located in the Town of Westmoreland, NH.

- a. Verification that all necessary project funds have been secured.
- b. Documentation of conservation easement 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 conservation easement deed to be executed.

Task 2:

- a. Provide the following information for the 46 +/- acre Property:
 - i. Recorded Conservation Easement deed.
 - ii. Property Settlement Statement.
 - iii. Executive summary and signatory acknowledgement of the Baseline Documentation Report.
 - iv. Verification of the Stewardship Endowment financial commitment for the conservation easement property.
 - 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.

Grantee Initials CC
Date 2/26/25

Subcontract Provision

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

Exhibit C

Contract Price and Method of Payment

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

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

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 CC
Date 2/26/25

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE MONADNOCK CONSERVANCY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 18, 1990. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 147934

Certificate Number: 0007037778



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 31st day of January 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

Business Name:	THE MONADNOCK CONSERVANCY	Business ID:	147934
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	01/18/1990	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	01/18/1990		
Principal Office Address:	15 Eagle Court, Keene, NH, 03431, USA	Mailing Address:	PO Box 337, Keene, NH, 03431, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2020
		Next Report Year:	2025
Duration:	Perpetual		
Business Email:	ryan@monadnockconservancy.org	Phone #:	NONE
Notification Email:	ryan@monadnockconservancy.org	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	Other Services (except Public Administration)	Environment, Conservation and Wildlife Organizations
2	NOT REQUIRED	

Principals Information

Name/Title

Business Address

Steve Larmon / President

15 Eagle Court, PO Box 337, Keene, NH, 03431, USA

Peter Kenyon / Vice President

15 Eagle Court, PO Box 337, Keene, NH, 03431, USA

Drew Landry / Treasurer

15 Eagle Court, PO Box 337, Keene, NH, 03431, USA

Hillary Irwin / Secretary

15 Eagle Court, PO Box 337, Keene, NH, 03431, USA

Ryan Owens / Director

15 Eagle Court, PO Box 337, Keene, NH, 03431, USA

Page 1 of 1, records 1 to 5 of 5

Registered Agent Information

Name: Not Available

Registered Office Not Available
Address:

Registered Mailing Not Available
Address:

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

No records to view.

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[\(/online/Home/ContactUS\)](#)

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Certificate of Authority #2 – Resolution for Bylaws

I, Peter D. Hansel, Board President, hereby certify that I am duly elected Board President of
(Name #1)
The Monadnock Conservancy. 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 Corporation for contractual obligations:

- Interim Executive Director, as hereby authorized in accordance with Bylaws Section 8-2

(list officer titles or position)

I further certify that the following individual currently holds the office or position
authorized: Lacy Gillotti
(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: 3/11/25

ATTEST: Peter D. Hansel, Bd. President.
(Name #1 & Title)

February 27, 2025

TO: Lacy Gillotti, Interim Executive Director
FR: Peter Hansel, President
RE: Authorization to sign Moose Plate Grant agreements
CC: Project files

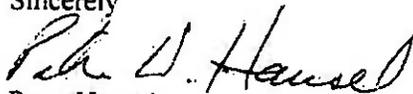
Dear Lacy,

In accordance with the ~~bylaws of the Monadnock Conservancy~~ adopted February 19, 1990, last amended July 8, 2016, attached hereto, Section 8, Paragraph 2 pertaining to Execution of Documents, which states:

Anyone dealing with the Corporation shall be entitled to rely on the certificate of the President, Vice President, Treasurer, or Secretary as to the incumbency of any Officer, as to the authority of any person executing instruments on behalf of the Corporation to execute such instruments, and as to any such instrument having been duly authorized by any necessary corporate action,

I, acting as President of the Board of Trustees, hereby certify that ~~Lacy Gillotti as Interim Executive Director~~ is authorized to sign all documents on behalf of the Monadnock Conservancy pertaining to Moose Plate grants from the State of New Hampshire to the Monadnock Conservancy for the purchase of a conservation easements.

Sincerely



Peter Hansel

President

Monadnock Conservancy



MONADNOCK
CONSERVANCY

BYLAWS OF THE MONADNOCK CONSERVANCY

SECTION 1 - TRUSTEES

1. **Name, Principal Office, and Purpose.** 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.
2. **Election.** The Trustees are the "members" of the Corporation as provided in New Hampshire RSA chapter 292. The Trustees of the Corporation shall be the individuals as the Trustees shall from time to time elect. At no time shall there be fewer than five (5) or more than fifteen (15) Trustees in office, not including the Immediate Past President when this office falls at the completion of a regular term with no new regular term to follow. Trustees are elected at the July meeting of Trustees, except to fill a vacancy as outlined below.
3. **Terms of Office.** The terms of the Trustees shall be staggered in order that each year an approximately equal number of Trustees' terms shall expire. Trustees shall serve three-year terms, except that a Trustee may be elected for a term of fewer than three years for the purpose of maintaining the aforementioned staggering of expirations. Trustees shall not serve more than two successive terms, except as provided for officers and vacancies below. A Trustee may again serve two successive after no less than a one-year break in service.
4. **Exception to Successive Terms Provision.** The term of any officer of the Corporation continuously holding office or newly elected to hold office may be extended by up to two years after their normal termination date.
5. **Vacancies.** The Trustees, by a majority vote of the remaining Trustees then in office, may elect a Trustee to fill any vacancy created by death, removal, or resignation, and such Trustee shall fill out the term of the Trustee whom he or she replaces. A Trustee who is elected to fill a vacancy is eligible to fill two terms in addition to the vacancy term.
6. **Removal.** Any Trustee may be removed from office at any time, with or without cause, by vote of a two-thirds (2/3) majority of all other Trustees then in office. Any Trustee may resign by written instrument delivered to the Secretary.
7. **Powers.** Subject to limitations of the Articles of Agreement, other sections of these Bylaws, and New Hampshire Law, the Trustees shall exercise all powers of the Corporation. The Trustees shall elect and appoint the Officers of the Corporation and shall have the power to remove Officers at any time with or without cause. In addition to the powers delegated to Officers and to committees of Trustees by these Bylaws, the Trustees may delegate to Officers and to committees of Trustees such powers as the Trustees see fit. The Trustees may enter into real estate transactions, borrow money, and incur indebtedness on behalf of the Corporation, and for that purpose cause to be executed and delivered, in the Corporate name,

promissory notes, bonds, debentures, mortgages, pledges, or other evidence of debt and securities.

8. **Duties.** In addition to all other duties provided in the Articles of Agreement and these Bylaws, the Trustees shall be responsible for employment and removal of the Executive Director, for obtaining and maintaining insurance against such liabilities and perils and in such amounts as they deem advisable, for the maintenance and repair of the Corporation's property, for the supervision and review of the Officers in their duties, and for the enforcement of the Articles of Agreement, these Bylaws, and such special Rules and Regulations as may be adopted by the Trustees. The Trustees may delegate the power to hire and remove employees to an Executive Director or other similar employee, subject to the Trustees' power of supervision.

SECTION 2 - OFFICERS

1. **Election of Officers.** The Officers of the Corporation shall be a President, a Vice President, a Secretary, a Treasurer, an Immediate Past President, and in addition such assistant vice presidents, assistant secretaries, and assistant treasurers as the Trustees may from time to time determine. Officers shall be elected from among those Trustees whose terms of office extend at least one year from the date of election, not including the Immediate Past President who will succeed to the office without further election for a term of one year as soon as his or her presidential term has been completed. Officers shall be elected from among the Trustees at the July Meeting of the Trustees in each year, by a vote of the Trustees as constituted immediately prior to such meeting, and shall serve for a period of one year or until their respective successors are elected and qualified. Officers may succeed themselves. An Officer may be removed at any time by vote of the Trustees. If an Officer dies, resigns, or is removed, the Trustees may appoint a successor to serve out such Officer's term.
2. **President.** The President shall preside at all meetings of the Corporation and of the Trustees and shall perform such duties as are assigned by the Articles of Agreement, these Bylaws, or the Trustees. The President shall be responsible for appointing Trustees and others to all standing committees and ad hoc committees and shall have general supervision, direction, and control of the business and affairs of the Corporation and shall have such other powers and duties as may be prescribed from time to time by the Board of Trustees.
3. **Vice President.** The Vice President shall aid the President in the performance of his or her duties, act in the President's stead during any absence or incapacity of the President, and have such other powers and duties as may be prescribed from time to time by the Board of Trustees.
4. **Secretary.** There shall be a Secretary who shall ensure that all resolutions and votes of the Corporation and of the Trustees are recorded. Except as otherwise provided in Section 3 below, the Secretary or a designee shall notify the Trustees of all meetings, and the Secretary shall perform such other duties as are assigned by the Articles of Agreement, these Bylaws, or the Board of Trustees.

5. **Treasurer.** The Treasurer shall be responsible for the financial records and books of account. The Treasurer shall be responsible for receipt and disbursement of all funds of the Corporation and for deposit of all funds received to the credit of the Corporation in a bank or banks designated by the Trustees. The Treasurer shall, together with such other Officers as may be designated by these Bylaws or the Trustees, have power to sign all checks drawn on Corporation accounts, and he or she shall cause accurate records of all receipts and disbursements to be kept at the offices of the Corporation. The Treasurer shall be a member of the Finance and Administration Committee and shall perform such other duties as are assigned by the Articles of Agreement, these Bylaws, or the Trustees.
6. **Immediate Past President.** The Immediate Past President shall serve as a Trustee and a member of the Executive Committee for one year immediately following the completion of the term as President. The purpose of the office is to provide the Board of Trustees with the benefits of having a Trustee experienced in the office of President and to ensure continuity of understanding of the business of the Corporation.

SECTION 3 - MEETINGS OF THE TRUSTEES

1. **Regular and Special Meetings.** Meetings shall be held at such date, time, and place as the President shall determine. Regular meetings will be held on at least a quarterly calendar year basis.

Special meetings may be called by the President by notice not less than seven (7) days in advance to all Trustees designating the date, time, and place, and the purposes for which such meeting is called. The President shall call a special meeting when so requested by a written instrument signed by any two other Officers or by any five Trustees stating the purpose for which such meeting should be called, and the President shall set a date for such meeting that is not later than one (1) calendar month from the date on which he or she received such written request.

In the event of an emergency, notice of a special meeting may be given by telephone or e-mail no less than twenty-four (24) hours in advance, provided that Trustees numbering at least the quorum for such meeting each agree by e-mail or telephone to notice of such meeting. Also in the event of an emergency, meetings of the Trustees may be held by telephone conference call, provided that Trustees numbering at least the quorum for such meeting are able to converse simultaneously. A Trustee may vote by proxy at any regular or special meeting of the Trustees.

2. **Quorum.** A quorum for all meetings shall be a majority of the Trustees then in office, or one-half of the Trustees then in office. Any Trustee participating in a meeting by telephone conference call or equivalent technology for the entirety of the meeting shall be counted in determining whether a quorum is present.
3. **Waiver and Consent.** The transactions of any meeting of the Board of Trustees called without regular call and notice shall be valid as though conducted at a meeting held after regular call and notice if a quorum is present and if each of the Trustees not present provides

either of the following: (i) either before or after the meeting, a signed written waiver of notice and consent to hold the meeting; or (ii) an approval of the minutes. All such waivers, consents, and approvals shall be made a part of the minutes of the meeting.

- 4. Action without a Meeting.** Any action by the Board of Trustees may be taken without a meeting if all the Trustees consent in writing to such action. Such written consents shall be filed with the minutes of the proceedings of the Board of Trustees.

SECTION 4 - MEMBERSHIP

The Trustees may from time to time establish one or more categories of membership in the Monadnock Conservancy for the purposes of fundraising, communication, or outreach to the general public. Persons who are members pursuant to this Section 4 shall not be members of the Corporation within the meaning of NHRSA chapter 292. They shall have such privileges as the Trustees from time to time deem suitable, but they shall have no power to vote, no power to manage or control any of the property of the Corporation, and no right to attend meetings of the Trustees. Members in the Corporation will be crucial to the financial support of the organization and shall be encouraged to participate in events and activities.

SECTION 5 - COMMITTEES

- 1. Committee Structure.** The Corporation may have the following standing committees: Executive, Governance, Finance and Administration, Lands, Stewardship, Communications and Development, and other committees as may be deemed necessary. The chairmanship of each committee shall be as the President may from time to time appoint from among the Trustees, and the membership of such committees shall be as the President may from time to time appoint. Committee membership is not limited to Trustees but may include any person whether or not that person had any previous connection with the Corporation. In addition, the President may from time to time create and dissolve such ad hoc committees and appoint thereto such Trustees and other persons as the President deems advisable. Meetings of committees shall be called by their respective chairs.
- 2. Quorum.** Committees shall endeavor to have in attendance at all meetings one half or greater of the committee members then appointed. However, when such attendance is not possible, no fewer than two committee members then appointed shall constitute a quorum, except as expressly stated otherwise herein.
- 3. Executive Committee.** The Executive Committee shall consist of the President, who shall be its chair, the Vice President, the Secretary, the Treasurer, the Immediate Past President, and such other Trustees as the President shall appoint. A majority of the Executive Committee shall constitute a quorum.

When it is impractical to convene a Special Meeting of the Board of Trustees, the Executive Committee shall exercise all the powers given the Trustees by law, the Articles of Agreement, or these Bylaws. Meetings of the Executive Committee shall be communicated

in advance to all members of the Board of Trustees who shall be welcome to attend. Unless previously approved by the Board of Trustees, the Executive Committee shall not have the power to: (i) purchase, lease, mortgage, or otherwise convey any real estate (including any interest in real estate); (ii) enter into any financial transaction involving more than \$50,000; or (iii) amend these Bylaws. Any action by the Executive Committee shall be communicated to the Board of Trustees, and the Trustees at the next Trustees' meeting may amend or override any action by the Executive Committee.

The Executive Committee shall be responsible for overseeing the hiring, supervising, evaluating, and dismissing of the Executive Director and any consultants used by the Corporation, and for overseeing the Corporation's office. The Executive Committee shall be responsible for reviewing the Bylaws of the Corporation on a timely basis and for submitting to the full Board any recommended amendments to the Bylaws.

4. **Governance Committee.** The Governance Committee shall be responsible for the monitoring and evaluation of the function and composition of the Board of Trustees and individual Trustees, and it shall make periodic reports and recommendations to the Trustees regarding the same. The Committee shall be responsible for the identification, recruitment, nomination, and orientation of new Trustees and Officers. The Committee shall, as needed, evaluate policies and procedures related to these responsibilities and the function and governance of the Board of Trustees and make recommendations to the Trustees for further action.
5. **Finance and Administration Committee.** The Finance and Administration Committee shall be responsible for annual budgeting, maintenance of ongoing financial records, financial audits and regulatory filings, insurance and employee benefit plans, monitoring of invested assets, and systems and procedures used throughout the office. The Committee shall make periodic reports and recommendations to the Trustees regarding the financial status of the organization and investment policy.
6. **Communications and Development Committee.** The Communications and Development Committee shall advise on the creation and implementation of materials and programs aimed at increasing the public's awareness and positive perception of the Monadnock Conservancy's mission and accomplishments. The Committee shall advance the organization's ongoing work to encourage land and easement donations, increase membership, and enhance financial support, and it shall make periodic recommendations and reports to the full Board regarding such activities.
7. **Lands Committee.** The Lands Committee shall conduct on-site inspection and evaluation of proposed conservation projects for the purpose of making recommendations to the Board of Trustees regarding further action. Recommended actions may include the terms and conditions of any such transaction, including the acquisition, sale, mortgage, or other conveyance of real property, conservation easements, and other full or partial property interests. The Committee shall, as needed, evaluate policies and procedures related to these responsibilities and make recommendations to the Trustees for further action.

8. **Stewardship Committee.** The Stewardship Committee oversees the easement stewardship and land management programs and serves as an advisory body for the stewardship staff. It supports the Monadnock Conservancy's fundamental responsibility to protect and maintain the conservation values of its conservation easements and fee lands by ensuring that annual inspections are conducted on every property; that documentation on each property is maintained; that staff establishes constructive, continuing relationships with landowners and volunteers; that violations of easements or restrictions are addressed according to the Conservancy's Conservation Easement Enforcement Policy (as amended), reported to the Board of Trustees, and resolved in a timely manner; that adequate funding is available to support the stewardship and management of the aforementioned conservation easements and fee lands; and that stewardship policies and procedures are periodically reviewed and updated as needed.

SECTION 6 - RULES AND REGULATIONS

The Trustees may make such rules and regulations for the operation and use of the Corporation property and programs as they shall see fit, so long as such rules and regulations are not inconsistent with applicable law, the Articles of Agreement and these Bylaws. Such rules and regulations may be adopted at any meeting of the Trustees.

SECTION 7 - INDEMNIFICATION

Except as otherwise provided below, the Corporation shall, to the extent permitted by law and only to the extent that the status of the Corporation as an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code is not adversely affected, indemnify each person who is, or shall have been, a Trustee or Officer of the Corporation or who is serving or shall have served, at the request of the Corporation as a Trustee or Officer of another organization (including, without limitation, an employee benefit plan) in which the Corporation directly or indirectly has any interest as a shareholder, creditor, or otherwise, against all liabilities and expenses (including judgments, fines, penalties and reasonable attorneys' fees and all amounts paid, other than to the Corporation or such other organization, in compromise or settlement) imposed upon or incurred by any such person in connection with, or arising out of, the defense or disposition of any action, suit, or other proceeding, whether civil or criminal, in which he or she may be a defendant or with which he or she may be threatened or otherwise involved, directly or indirectly, in his or her capacity as, or by reason of his or her being or having been, such a Trustee or Officer.

If any claim, action, suit, or proceeding in which any such Trustee or Officer becomes involved as aforesaid is disposed of, on the merits or otherwise, without the disposition being adverse to such person, without a plea of guilty or of *nolo contendere* or its equivalent by such person and without an adjudication that such person did not act in good faith in the reasonable belief that his or her action was in the best interests of the Corporation, he or she shall be considered for the purposes hereof to have been wholly successful with respect thereto and shall be entitled to indemnification hereunder as of right.

In all cases other than those with respect to which such person is entitled to indemnification as of right pursuant to the above, any indemnification hereunder shall be made as of right unless such person shall have been finally adjudicated in such action, suit, or proceeding not to have acted in good faith in the reasonable belief that his or her action was in the best interests of the Corporation, or unless after investigation (i) the Trustees who are not parties to such action, suit, or proceeding or (ii) independent legal counsel (who may be the regular counsel of the Corporation), retained for such purpose by the Trustees, shall determine by clear and convincing evidence that such person did not act in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Corporation. If such determination is made by legal counsel, it shall be set forth in a written opinion to the Trustees.

Indemnification shall include payment by the Corporation of expenses in defending a civil or criminal action for proceeding in advance of the final disposition of such action or proceeding upon receipt of an undertaking by the person indemnified to repay such payment if it is ultimately determined that such person is not entitled to indemnification under this Section.

As used in this Section, the terms "Trustee" and "Officer" include their respective heirs, executors, administrators, and legal representatives, and an "interested" Trustee or Officer is one against whom in such capacity the proceeding in question or another proceeding on the same or similar grounds is then pending.

The right of indemnification provided in this Section shall not be exclusive of or affect any other rights to which any Trustee or Officer may be entitled under any agreement, statute, vote of members, or otherwise. The Corporation's obligation to provide indemnification under this Section shall be offset to the extent of any other source of indemnification or any otherwise applicable insurance coverage under a policy maintained by the Corporation on any other person. Nothing contained in this Section shall affect any rights to which Corporation personnel, other than Trustees or Officers, may be entitled by contract or otherwise.

SECTION 8 - MISCELLANEOUS

1. **Interpretation.** Should there arise any questions concerning the interpretation of these Bylaws or the rules or regulations promulgated under Section 6, or any question concerning the governance of the Corporation which these Bylaws do not address, Robert's Rules of Order shall govern.
2. **Execution of Documents** Unless the Trustees shall otherwise generally or in any specific instance provide, then
 - (i) any bill, note, or check shall be made or signed in the name and on behalf of the Corporation in accordance with the Corporation's Check Signing Policy; and
 - (ii) any other contract or written instrument shall be signed in the name and on behalf of the Corporation in accordance with the Corporation's Contract Policy. Any person signing such instrument may also seal, acknowledge, and deliver the same. Any instrument conveying or accepting an interest in real estate shall be executed in the name of the Corporation by one of its Officers with advance approval of the Board of Trustees.

Anyone dealing with the Corporation shall be entitled to rely on the certificate of the President, Vice President, Treasurer, or Secretary as to the incumbency of any Officer as to the authority of any person executing instruments on behalf of the Corporation to execute such instruments, and as to any such instrument having been duly authorized by any necessary corporate action.

3. **Conflicts of Interest.** The Corporation shall adopt and abide by a Conflict of Interest Policy and with all applicable provisions of New Hampshire RSA 7:19-a and RSA 292:6-a and the guidelines established by the Office of the New Hampshire Attorney General, Charitable Trusts Unit as then in effect.
4. **Majority Vote.** Except as otherwise expressly provided in these Bylaws, any election of an Officer or Trustee, or any resolution of the Trustees or any Committee, will be deemed approved if a quorum is present and a majority of persons present vote in favor. Where the number of persons present is an even number, a majority vote shall require one more vote than half of such number.
5. **Dividend, Profit, and Compensation.** No Trustee or Officer shall receive by reason of such office any dividend, profit, or compensation from the Corporation, provided however that there shall be allowed reimbursement by the Corporation of reasonable expenses incurred on behalf of the Corporation in the course of any activity on behalf of the Corporation.
6. **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.
7. **Fiscal Year.** The fiscal year of the Corporation shall end on the 30th day of September in each year, or on such other day as may be fixed by vote of the Board of Trustees.

SECTION 9 - AMENDMENT OF BYLAWS

These Bylaws may be amended by a two-thirds (2/3) vote of Trustees in office at any meeting of the Trustees, provided that notice of the substance of the amendments shall have been given to all Trustees at least seven (7) days prior to the meeting.

Adopted: February 19, 1990

*Amended: June 27, 1994; June 2, 1995; September 1, 1995; December 5, 1996;
May 7, 2002; March 13, 2009; July 12, 2013; July 8, 2016*

