



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner 92 - 6/17/26

May 6, 2026

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) Aquatic Resources Mitigation Fund Program (ARM Fund) to enter into a grant agreement with the Frankestown Land Trust of Frankestown, NH (Vendor Code # 254289 B001) totaling \$159,895 for the purpose of acquiring and permanently protecting a 16.6-acre parcel in Frankestown, NH, effective upon Governor and Council approval through December 31, 2032. 100% ARM Funds. Fishing and hunting will be permissible on the property.

Funding is available in the following account:

03-44-44-442010-38710000-073-500580

Dept. Environmental Services, In-Lieu Wetland Mitigation, Grants Non-Federal

FY 2026

\$159,895

EXPLANATION

New Hampshire RSA 482-A:3 requires a wetland permit for any proposed project that involves dredging or filling of a wetland. Before a wetland permit is issued, applicants must show that the proposed project will avoid adverse impacts to wetlands and will minimize and provide compensation for those wetland impacts which are unavoidable.

The NHDES wetlands program adopted a set of mitigation rules that establish what is necessary for an applicant to provide for wetland compensation. The current department rules spell out ratios for wetland compensation that include creating a new wetland, restoring a former wetland site, or protecting a high-quality aquatic resource by preserving adjacent upland habitat. One mitigation option, commonly referred to as an *in-lieu fee program*, is ideal for projects that have difficulty in locating an appropriate mitigation site. The ARM Fund authorizes the collection of mitigation funds in lieu of other forms of wetland mitigation as part of a wetlands permit application.

NHDES issued a request for proposals for ARM Funds available in the Merrimack River Service Area in April 2025. The NHDES received two full applications within the Merrimack River Service Area and on November 20, 2025, ARM Fund Site Selection Committee recommended awarding funds to the Candlewood Hill Bog/Fen Connectivity Project. The New Hampshire Wetlands Council and U.S. Army Corps of Engineers approved the recommendation to award funds to support the projects. Attachment A lists the proposals received and the ARM Fund Site Selection Committee members involved in the decision.

The Frankestown Land Trust proposes utilizing ARM funds to permanently protect a 16.6-acre parcel through fee-simple purchase by the Frankestown Land Trust. The parcel includes 13.5-acres of a high-functioning, difficult-to-replace fen/bog peatland, three acres of undeveloped aquatic resource buffer, and one confirmed vernal pool. The project scope includes protection of the ecological integrity of the fen/bog and upland buffer enhancement activities to support nesting habitat for State threatened and endangered at-risk turtle species. The parcel will build upon existing landscape connectivity efforts in the region. The parcel abuts over 266-acres of already

protected land including 10-acres of fen and bog in a large unfragmented block of land. The parcel lies in the Merrimack River watershed and is under threat of development. Permanent protection of this parcel is critical to ensure the long-term viability of these irreplaceable aquatic resources. The project will restore, enhance, and protect similar resource types and functions and values to what was lost in the Merrimack River watershed by the permitted impacts that generated the funds, including ecological integrity, threatened or endangered species habitat, wildlife habitat, groundwater recharge, sediment/toxicant/pathogen retention, nutrient removal, educational/scientific value, and flood storage. Public access to the site will be permitted. To ensure the sustainability of high value aquatic resources and their buffers, conservation restrictions will be established to prevent future degradation and destruction. The conservation instrument will include provisions for public access for passive recreational uses including but not limited to hunting, fishing, wildlife viewing, educational opportunities, and hiking. Motorized vehicle use is not permissible on the property due to the sensitive habitat and resources on the parcel. Attachment B includes a map of the project location.

In the event that other funds no longer become available, general funds will not be requested to support this program. This agreement has been approved as to form, content, and execution by the Attorney General's office.

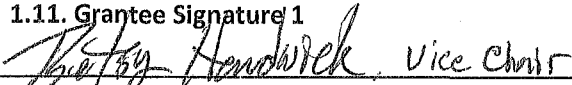
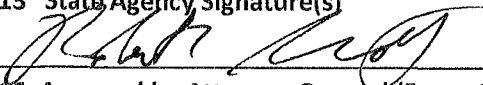
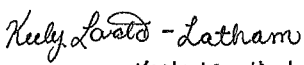
We respectfully request your approval.



Robert R. Scott, Commissioner

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

1. Identification and Definitions.

1.1. State Agency Name NH Department of Environmental Services		1.2. State Agency Address 29 Hazen Drive, Concord NH 03302-0095	
1.3. Grantee Name Francestown Land Trust		1.4. Grantee Address PO Box 132, Francestown, NH 03043	
1.5. Grantee Phone # 603-620-5724	1.6. Account Number 03-44-44-442010- 38710000-073	1.7. Completion Date 12/31/2032	1.8. Grant Limitation \$159,895
1.9. Grant Officer for State Agency Emily Nichols		1.10. State Agency Telephone Number (603) 271-4059	
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  Vice Chair		1.12. Name & Title of Grantee Signor 1 Besty Hardwick, Vice Chair of Francestown Land Trust	
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) Robert R. Scott, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By:  Keely Lovato-Latham, AAG		Assistant Attorney General, On: 5 / 18 / 2026	
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 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. 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 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 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
 - 11.2.3 TERMINATION.
 - 11.2.4 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.
 - 11.2.5 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.
- 11.2. 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. 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

- 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. 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.
- 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.
- 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.
- INSURANCE.
- 17.1.1 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:
- 17.1.2 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and 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.

Grantee Initials BH
Date 3/27/26

EXHIBIT A
SPECIAL TERMS AND CONDITIONS

This section is intentionally left blank.

EXHIBIT B
SCOPE OF SERVICES

A. Project Title:

Candlewood Hill Fen/Bog Connectivity Project

B. Project Period:

Upon Governor & Council Approval through December 31, 2032

C. Grant Amount:

Total funds available for payment of allowable costs incurred under this Grant Agreement (Agreement) shall not exceed \$159,895. The New Hampshire Department of Environmental Services (NHDES) ARM Fund (ARM) will not reimburse the Francestown Land Trust (GRANTEE) for costs exceeding the amount specified in this paragraph.

D. Effective Date and Commencement of Work:

This Scope of Services describes the activities that have been agreed to between ARM and the GRANTEE, and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Agreement ("Effective Date") and shall end on December 31, 2032. Any work performed by the GRANTEE prior to the Effective Date shall be at the **sole risk** of the GRANTEE. In the event this Grant Agreement does not become effective, ARM shall be under no obligation to pay the GRANTEE for any costs incurred or work performed; however, if this Agreement becomes effective, costs incurred prior to the Effective Date that would otherwise be allowable are eligible for payment under the terms of this Agreement.

E. Objectives:

The Candlewood Hill Bog/Fen Connectivity Project objective is to permanently protect a 16.6-acre parcel that encompasses 13.5 acres of high value, difficult-to-replace fen and bog peatlands (State classified priority resource area) through fee-simple purchase by the Francestown Land Trust. The parcel includes a significant portion of a high-functioning, difficult-to-replace 34-acre fen/bog peatland, three acres of undeveloped aquatic resource buffer, and one confirmed vernal pool. The project scope includes protection of the ecological integrity of the fen/bog and upland buffer enhancement activities to support nesting habitat for State threatened and endangered at-risk turtle species. The parcel will build upon existing landscape connectivity efforts in the region. This project area abuts over 266-acres of already protected land including 10-acres of fen and bog in a large unfragmented block of land. The parcel lies in the Merrimack River watershed and is under threat of development. Permanent protection of this parcel is critical to ensure the long-term viability of these irreplaceable aquatic resources. The project will restore, enhance, and protect similar resource types and functions and values to what was lost in the Merrimack River watershed by the permitted impacts that generated the funds, including ecological integrity, threatened or endangered species habitat, wildlife habitat, groundwater recharge, sediment/toxicant/pathogen retention, nutrient removal, educational/scientific value, and flood storage. Public access to the site will be permitted. The conservation instrument will include provisions for public access and passive

recreational uses including wildlife viewing, educational opportunities, hiking and hunting.

F. Scope of Work:

The GRANTEE agrees to complete the following tasks under this grant agreement with the NHDES ARM Fund Program.

Task I: Federal Mitigation Plan

The GRANTEE will work with ARM to develop a Federal Mitigation Plan for approval by the United States Army Corps of Engineers (USACOE) prior to project implementation. The Federal Mitigation Plan shall meet the criteria outlined in 33 CFR 332.4(c) and establish the mitigation work plan, performance standards, monitoring requirements, site protection, long-term management plan, adaptive management plan, and financial assurance measures.

Task II: Land Protection and Long-term Management

The GRANTEE shall use the grant funds to acquire an approximate 16.6-acre parcel of land owned by the Paul Baker Knight & Kerry L. Jordan located in the Town of Frankestown, County of Hillsborough, State of New Hampshire, identified on the tax records as Map 09 Lot 36.3 (PROPERTY) by fee simple deed acquisition and restrictions to benefit the resources to be protected by maintaining ecological integrity, threatened or endangered species habitat, wildlife habitat, groundwater recharge, sediment/toxicant/pathogen retention, nutrient removal, educational/scientific value, and flood storage and other functions and values provided by the parcel and its aquatic resources.

The GRANTEE agrees to complete the following tasks and abide by the following conditions or restrictions:

- a. To utilize the funds herein provided by the State of New Hampshire, acting through NHDES, for the acquisition and recordation of a conservation instrument on the PROPERTY as soon as possible, time being of the essence.
- b. To utilize the funds herein provided by the State of New Hampshire, acting through NHDES, to defray in part the acquisition and associated transaction costs incurred in securing the PROPERTY.
- c. To limit the use of the PROPERTY as hereinafter defined to conservation in perpetuity.
- d. To fulfill the requirements of 33 C.F.R. § 332.7(a) and establish a long-term protection mechanism for the aquatic habitats, riparian areas, buffers, and uplands that comprise the overall compensatory mitigation project area.
- e. That the PROPERTY acquired through this project will be monitored on an annual basis in accordance with the *Standards and Practices for Stewardship* of the Land Trust Alliance, to ensure that the terms of the conservation instrument are being adhered to, and to ensure that no actions are occurring which could be detrimental to the conservation attributes of the PROPERTY. The GRANTEE agrees to submit a copy of the annual stewardship monitoring report on December 31 of each year to the ARM Fund Program to document the actions taken.
- f. To return to NHDES ARM Fund Program any funds herein provided to the extent of any loss due to any title that proves to be less than clear and marketable for all properties protected under this contract.

Initials: BH
Date: 3/27/26

g. To return to NHDES ARM Fund Program any funds herein provided if the GRANTEE fails to complete the PROPERTY acquisition and the tasks outlined within this grant agreement.

Task III: Upland Buffer Enhancement Activities

The GRANTEE is responsible for obtaining all required federal, state, and local permits and approvals prior to any upland buffer enhancement work. The GRANTEE will continue to coordinate with ARM and New Hampshire Fish & Game (NHFG) to ensure that the upland buffer habitat enhancement meets NHFG recommendations and guidance throughout project implementation and monitoring to ensure positive outcomes for wildlife. The GRANTEE shall retain QUALIFIED PROFESSIONAL(S) with expertise in turtle species habitat restoration to supervise and be on-site during construction to ensure conformance with the final design, as well as monitor the project site until it is stabilized. The GRANTEE will notify ARM and NHFG prior to the start of any construction.

In the event questions or concerns arise during construction, the QUALIFIED PROFESSIONAL will work with ARM, project partners, and contractor(s) to develop and implement adaptive management interventions that may be necessary to optimize the restoration outcomes. Adaptive management actions shall only be enacted and in coordination with the methodology agreed upon by the GRANTEE, ARM, NHFG, and other regulatory agency/partners. The QUALIFIED PROFESSIONAL shall submit a report to ARM within 60 days of construction completion that will include a summary of the activities completed and photos of the enhancement areas and a summary of any adaptive management strategies implemented during construction and site stabilization measures.

Task IV. Site Maintenance, Adaptive Management, and Performance Monitoring

The GRANTEE will provide stewardship and biological monitoring and prepare summary reports for five years post-construction to determine whether the performance standards have been successfully achieved. The GRANTEE, ARM, and project partners will collaboratively review the monitoring results on an annual basis to evaluate whether the site is achieving the performance standards. The GRANTEE will be responsible for the long-term maintenance of the Restoration Areas and development of adaptive management actions at the site if needed. Adaptive management and remedial actions shall only be enacted and in coordination with the methodology agreed upon by the GRANTEE, ARM, and project partners.

The GRANTEE shall allow ARM unrestricted access to the restoration project areas for five consecutive years following construction completion. ARM will assist with the monitoring efforts, if necessary, to ensure the success of the activities taken and to ensure that no actions are occurring which could be detrimental to the attributes of the project. ARM will refer any deficiencies observed to the GRANTEE to address.

Task V. Signage

The GRANTEE agrees to place a sign at a prominent location on or near the Restoration Area in agreed upon location by the GRANTEE and ARM. The sign should contain at a minimum the NHDES logo and the following statement: "This project was funded, in part, by the New Hampshire Aquatic Resource Mitigation Fund". Should the sign be damaged or destroyed, the GRANTEE agrees to repair or replace it with identical signage and to share any costs associated with that repair or replacement to the extent reasonably practicable.

G. Deliverable Schedule:

Task	Deliverable	Timeframe
I. Federal Mitigation Plan	Approved Federal Mitigation Plan	December 31, 2026
II. Land Protection and Long-term Management	Recorded long-term protection mechanism approved by USACE in accordance with 33 C.F.R. § 332.7(a)	December 31, 2026
III. Upland Buffer Enhancement Activities	Successful completion of the site restoration work in accordance with the approved plans, adaptive management strategy approval(s) and implementation (as-needed), post-construction report	December 31, 2027
IV. Site Maintenance, Adaptive Management, and Performance Monitoring	Annual post-construction performance monitoring reports, including maintenance and adaptive management activities.	Annually by December 31, 2028-2032
V. Signage	Draft and Final Sign Design, Installed Sign	December 31, 2032

Initials *BH*
 Date *3/27/26*

EXHIBIT C
ARM BUDGET & PAYMENT METHOD

The GRANTEE shall submit requests for payment after completing each task and submitting evidence of the associated deliverable. Upon receipt and approval by ARM of the invoices, payment to the GRANTEE shall be transferred in accordance with the following:

Budgeted amounts by Task are estimated. The GRANTEE is authorized to move funds between Tasks based on actual expenses incurred by Task with an award amount not to exceed \$159,895.

Upon receipt and approval by ARM of the invoices, NHDES shall issue payment to the GRANTEE in accordance with the following:

	Task	ARM Budget	Payment Method
I	Federal Mitigation Plan	\$0	Recipient Contribution
II	Land Protection and Long-term Management	\$121,000	Upon Completion
III	Upland Buffer Enhancement Activities	\$6,295	Upon Completion
IV	Site Maintenance, Adaptive Management, and Performance Monitoring	\$32,600	Upon Completion
V	Signage	\$0	Recipient Contribution
TOTAL		\$159,895	

Total amount to be authorized following approval by the Governor and Executive Council: \$159,895

Payments shall be made by ARM to the GRANTEE upon approval of stated deliverables and verification of the value of completed work through submitting invoices for services rendered.

The payments listed above are inclusive of project labor and expenses. Invoices shall be formatted to note completion of services.

The billing address shall be as follows:

NH Department of Environmental Services
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095
ATTN: Emily Nichols, ARM Fund Program Manager

Invoices shall be approved by the Contract Officer before payment is processed.

Initials BA
Date 3/27/26

State of New Hampshire

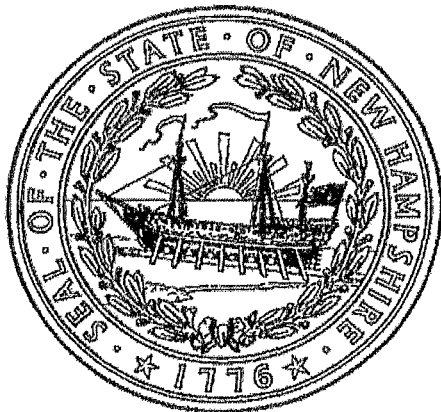
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that FRANCESTOWN LAND TRUST, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 01, 1986. 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: 106283

Certificate Number: 0007860792



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of March A.D. 2026.

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

David M. Scanlan
Secretary of State

CERTIFICATION OF VOTE OF AUTHORIZATION

I, Larry Ames, chair of the Board of Directors of the Francestown Land Trust do hereby certify that at a meeting held on February 23, 2026, the Board of Directors voted to enter into an Aquatic Resource Mitigation (ARM) Fund grant agreement with the New Hampshire Department of Environmental Services for Candlewood Hill Fen/Bog Connectivity Project in Francestown, NH.

The Board of Directors further authorized Betsy Hardwick, Vice Chair of the Francestown Land Trust, to execute any documents which may be necessary for this contract.

This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

In witness whereof, I have hereunto set my hand as Larry Ames, chair FLT Board of Directors, on this day the, 24th day of February 2026

[Signature]
signature
2/24/2026
date

On this date, 2/24/2026, Larry Ames, chair of the Francestown Land Trust personally appeared before me, the undersigned notary public officer, who acknowledged Larry Ames to be the chair of the Francestown Land Trust being authorized to do so, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal

[Signature]
notary public signature
2/24/2026
date





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/25/2026

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

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


PRODUCER Alliant Insurance Services, Inc. 4530 Walney Rd Ste 200 Chantilly, VA 20151-2285	CONTACT NAME: Brittney Ebsen	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS: Brittney.Ebsen@alliant.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Great Northern Insurance Company		20303
INSURER B : Federal Insurance Company		20281
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED Fracestown Land Trust PO Box 132 Fracestown, NH 03043	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			35750376	6/21/2025	6/21/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			79769194	6/21/2025	6/21/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Grant: Aquatic Resource Mitigation Program grant

CERTIFICATE HOLDER ARM Program, Wetlands Bureau, NH DES Attn: Emily Nichols PO Box 95 Concord, NH 03302-0095	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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May 18, 2026

Emily Nichols
Wetlands Bureau, Land Resources Management
Water Division, NH Department of Environmental Services
P.O. Box 95
Concord, NH 03302-0095

Dear Emily,

The Francestown Land Trust does not have worker's compensation insurance as we have no employees. We are an all-volunteer organization.

Sincerely,

Betsy Hardwick
Vice Chair

3205 ACRES CONSERVED IN FRANCESTOWN, LYNDEBOROUGH, BENNINGTON, AND GREENFIELD

LARRY AMES, CHAIR BETSY HARDWICK, VICE-CHAIR GREG NEILLEY, TREASURER DENNIS RODIER, SECRETARY
BARRY WICKLOW BEN HAUBRICH TED GRAHAM HANNAH PROCTOR PAUL LAWRENCE TIM COFFIN MARSHA DIXON

PO Box 132, FRANCESTOWN, NH 03043 FRANCESTOWNLANDTRUST.ORG

ATTACHMENT A
2025 Aquatic Resource Mitigation Fund Grants

Applications and Funding Amounts in Merrimack Service Area

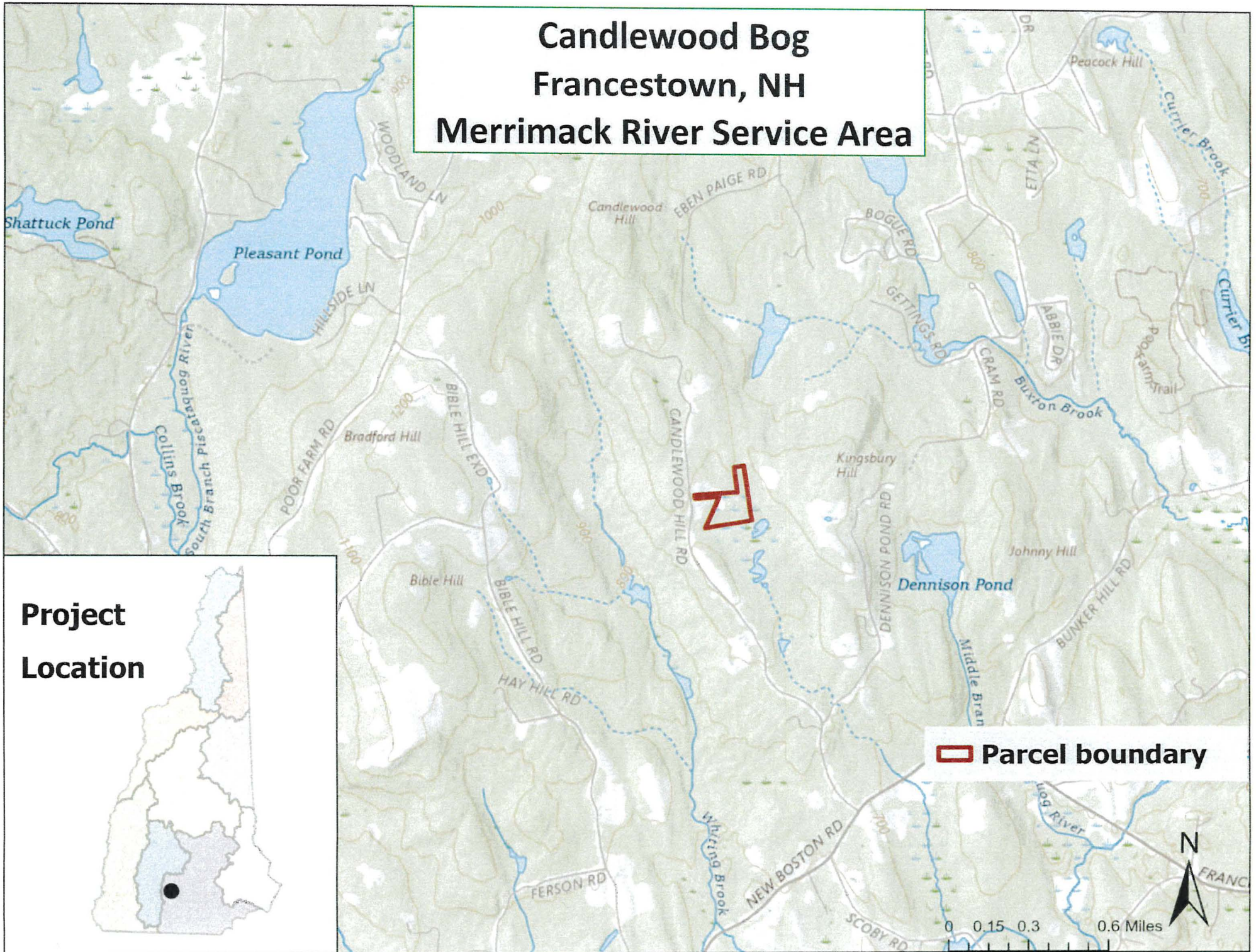
Grant Applicant/Project	Town	Requested Funding Amount	Approved for Funding
Candlewood Hill Bog & Fen Preservation	Francestown	\$159,895	Yes – full funding
Hadley Falls Dam Removal and Piscataquog River Restoration	Goffstown	\$4,510,464	Yes – full funding

(Note: Each Committee member scores the projects and their scores are combined to create a total score.)

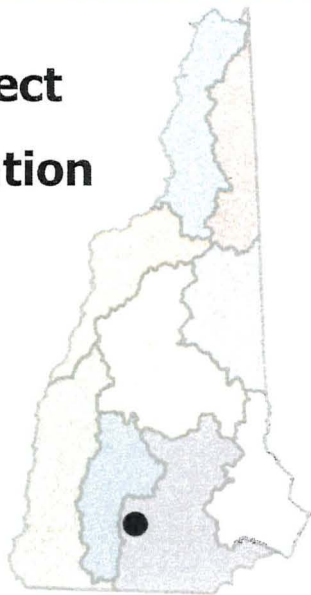
Site Selection Committee Voting List

Name	Agency/Organization	Title	Years of Experience
Peter Bowman	NH Dept. of Resources & Economic Development	Ecological Information Specialist	25
Melissa Winters	NH Fish and Game Department	Certified Wildlife Biologist	20
Michael Burke	NH Rivers Council/ American Rivers	Water Resources Engineer	21
Tracy Tarr	NH Association of Natural Scientists	Wetland Scientist	25
Charles DeCurtis	The Nature Conservancy	Lead Conservation Scientist - Freshwater Program Manager	32
Ken Gallegher	NH Department of Business and Economic Affairs	Principal Planner	37
John Davis	NH Association of Conservation Commissions	Surry Conservation Commission	20

Candlewood Bog Francestown, NH Merrimack River Service Area



Project Location



NONPROFIT COVER SHEET

A. **Entity Name:** Francestown Land Trust, Inc.

B. **Entity's Contact Information:** PO Box 132, Francestown, NH 03043

For Records Requests (e.g., resumes of key personnel; audited financial statements):

Name / Phone / Email: Greg Neilley 603-547-2856 neilley@comcast.net

Person responsible for Accuracy and Completeness of information provided:

Name: Greg Neilley

Title: Treasurer

Signature:



C. **List Board of Directors and Affiliations**

	Affiliations
Larry Ames (President)	FLT
Betsy Hardwick (Vice President)	FLT
Greg Neilly (Treasurer)	FLT
Dennis Rodier (Secretary)	FLT
Barry Wicklow	FLT
Paul Lawrence	FLT
Tim Coffin	FLT
Hannah Proctor	FLT
Marcia Dixon	FLT
Ted Graham	FLT
Ben Haubrich	FLT

D. **List Key Personnel (Resumes must be available upon request to the person(s) listed in section B or may be attached):**

Name	Role	Annual Salary	Amount Paid From This Contract
Barry Wicklow	Project Manager	\$0	\$0
Betsy Hardwick	Project Manager	\$0	\$0

DISCLOSURE OF LEGAL ACTIVITIES INVOLVING THE STATE OF NEW HAMPSHIRE OR ANOTHER GOVERNMENT ENTITY E. Check one of the following:

- The entity is **not currently or has not been** party to any legal proceeding involving the State of New Hampshire (or any agency or subdivision thereof) or any other state/federal government entity before any adjudicative body in any jurisdiction **OR**
- The entity is or has been party to one or more legal proceedings as set forth above. Identify the jurisdiction, court or other adjudicative body, case number, and briefly describe the nature of the proceeding. (Attached extra sheet if necessary.)
-
-
-

CHARITABLE TRUSTS UNIT COMPLIANCE CERTIFICATION

F. Check one of the following:

- is registered and in good standing with the New Hampshire Department of Justice Charitable Trusts Unit (** see note below) **or** has submitted a complete application for registration to the Charitable Trusts Unit and is awaiting a registration determination **OR**
- is not required to register with the Charitable Trusts Unit because it is neither taxexempt under section 501(c)(3) of the Internal Revenue Code nor engages in charitable solicitations in the State of New Hampshire **OR**
- is exempt from registration with the Charitable Trusts Unit because it is a federal or state government, agency, or subdivision or is a religious organization, an integrated auxiliary of a religious organization, or is a convention or association of churches.

** Note: Attached screenshot from the [DOJ Registered Charities List found online:](#)

FINANCIAL DISCLOSURES

G. Check one the following:

- The organization hired an outside firm to audit its financial statements or to prepare GAAP-compliant financial statements for its most recently completed fiscal year. If so, please ensure that the financial statements and audit results are available to be requested from the contact listed on Page 1 (audited financials may be attached) **OR**
- The above does not apply, but the organization filed an IRS Form 990 or Form 990-EZ for its most recently completed fiscal year. Please attach that IRS Form 990 or Form 990-EZ to the submission. (Form 990 Schedule B is not required) **OR**
- If neither of the above apply***, complete the Income Statement and Balance Sheet below with the following basic financial information from the organization's most recently completed fiscal year:

1. INCOME STATEMENT

Revenue		Expenses	
<i>Grants</i>	\$	<i>Compensation of officers, directors, and key personnel</i>	\$
<i>Donations</i>	\$	<i>Other salaries & wages</i>	\$
<i>Program Services Revenue</i>	\$	<i>Payroll taxes & employee benefits</i>	\$
<i>Interest & Dividends</i>	\$	<i>Occupancy, rent, utilities, and insurance</i>	\$
<i>All other Revenue</i>	\$	<i>Printing, publications, postage, office supplies, and IT</i>	\$
Total Revenue	\$	<i>All other expenses</i>	\$
		Total Expenses	\$

2. BALANCE SHEET

Assets

Liabilities

<i>Cash & Equivalents</i>	\$	<i>Accounts Payable</i>	\$
<i>Investments</i>	\$	<i>Loans Payable</i>	\$
<i>Real Estate (less any depreciation)</i>	\$	<i>All other liabilities</i>	\$
<i>Other Property & Equipment (less any depreciation)</i>	\$	Total Liabilities	\$
<i>Pledges, grants, accounts receivable</i>	\$		
<i>All other assets</i>	\$		
Total Assets	\$		

G = Good Standing; X = Not in Good Standing; S = Suspended

Reg. No.	Charity Name	Address	City	State	Zip	Status	Report Due
30856	Foundation of the National Automatic Merchandising Association	1777 North Kent Street, Suite 1010	Arlington, VA 22209	VA	22209	G	5/15/2026
13661	Foundation of the National Student Nurses Association, Inc.	45 Main Street, Suite 606	Brooklyn	NY	11201	G	10/15/2025
18505	Foundation of the State University of NY at Binghamton, Inc.	PO Box 6005	Binghamton	NY	13902-6005	G	5/15/2026
15481	Foundation of the University of North Carolina at Charlotte, Inc.	8724 University City Boulevard, Suite 250	Charlotte	NC	28213	X	5/15/2023
32729	Foundation of the University of North Carolina at Wilmington	601 South College Road	Wilmington	NC	28403	G	5/15/2026
15000	Foundation of the Women Presidents' Organization, Inc.	155 East 55th Street, Suite 4H	New York	NY	10022	X	11/15/2019
34587	Foundation to Combat Anti-Semitism, Inc.	One Patriot Place	Foxboro	MA	02035	G	5/15/2026
10870	Founders Academy Foundation	5 Perimeter Road	Manchester	NH	03103	G	5/15/2026
13525	Founders Academy Public Charter School	5 Perimeter Road	Manchester	NH	03103	G	5/15/2026
32797	Founders Pledge, Inc.	600 California St Fl 11	San Francisco, CA 94108	CA	94108	G	5/15/2026
14583	Four Corners Equine Rescue	1747 Pennsylvania Avenue, NW, Suite 1000	Washington	DC	20006	G	5/15/2026
10362	Four Paws International, Inc.	36 Bromfield St Ste 410	Boston, MA 02108	MA	02108	G	5/15/2026
5985	Four Winds Community	32 Colburn Road	Temple	NH	03084	G	5/15/2026
13166	Four Winds Nature Institute, Inc.	4 Casey Road	Chittenden	VT	05737	G	5/15/2026
10769	Fractured Atlas, Inc.	228 Park Avenue South #56651	New York	NY	10003-1502	G	7/15/2026
35585	Frances Clark Center for Keyboard Pedagogy, Inc.	PO Box 651	Kingston	NJ	08528	G	1/15/2028
19515	Frances G. Hopkins Elementary School at Horne Street Parent Teacher Organization	78 Horne Street	Dover	NH	03820	G	11/14/2026
34734	Frances Richmond Middle School PTO	63 Lyme Road	Hanover	NH	03755	G	12/15/2026
5649	Frances Warde House, Inc.	PO Box 10540	Bedford	NH	03110	X	5/15/2023
3178	Francetown Elementary School Parent Teacher Organization	325 2nd NH Turnpike South	Francetown	NH	03043-3032	X	11/15/2021
19496	Francetown Friends, Inc.	PO Box 101	Francetown	NH	03043	X	5/15/2022
2055	Francetown Improvement and Historical Society	PO Box 147	Francetown	NH	03043-0147	G	3/15/2026
10775	Francetown Land Trust, Inc.	PO Box 132	Francetown	NH	03043-0132	G	5/15/2026
6682	Francetown News	PO Box 248	Francetown	NH	03043	G	1/15/2027
34032	Franciscan University of Steubenville	1235 University Boulevard	Steubenville	OH	43952	G	4/15/2026
12140	Franco-American Centre	100 St. Anselm Drive, Room 1798	Manchester	NH	03102	G	5/15/2026
30216	Franco-American Centre Foundation	100 St. Anselm Drive, Room 1798	Manchester	NH	03102	X	5/15/2022
1489	Franconia Area Heritage Council	PO Box 169	Franconia	NH	03580	G	2/15/2026
37098	Franconia ArtWalk Association	PO Box 602	Franconia	NH	03580	G	5/15/2026
2340	Franconia Children's Center, Inc	PO Box 9	Franconia	NH	03580	G	5/15/2026
3684	Franconia College Dow Grant The White Mountain School	61 Green Street	Concord, NH 03301	NH	03301	G	5/15/2026
31692	Franconia Firefighters Association	816 Profile Road	Franconia	NH	03580	G	5/15/2026

Return of Organization Exempt From Income Tax

2024

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.

Go to www.irs.gov/Form990 for instructions and the latest information.

Open to Public Inspection

Department of the Treasury Internal Revenue Service

A For the 2024 calendar year, or tax year beginning, 2024, and ending, 20

B Check if applicable:

- Address change
Name change
Initial return
Final return/terminated
Amended return
Application pending

C Name of organization: Francestown Land Trust Inc
Doing business as
Number and street (or P.O. box if mail is not delivered to street address): PO BOX 132
Room/suite
City or town, state or province, country, and ZIP or foreign postal code: Francestown, NH 03043

D Employer identification number: 02-0410827
E Telephone number: (603) 547-2856
G Gross receipts: \$ 114,301

F Name and address of principal officer: Greg Neilley
Same as C above
H(a) Is this a group return for subordinates? Yes No
H(b) Are all subordinates included? Yes No

I Tax-exempt status: 501(c)(3) 501(c) 4947(a)(1) or 527

J Website: www.francestownlandtrust.org
K Form of organization: Corporation Trust Association Other
L Year of formation: 1986
M State of legal domicile: NH

Part I Summary

1 Briefly describe the organization's mission or most significant activities: The Francestown Land Trust's mission is to help preserve natural areas significant to the Francestown NH area and to provide conservation opportunities and education for area residents.

Table with 2 columns: Description and Amount. Rows include: 3 Number of voting members (11), 4 Number of independent voting members (11), 5 Total number of individuals employed (0), 6 Total number of volunteers (21), 7a Total unrelated business revenue (0), 7b Net unrelated business taxable income (0).

Table with 3 columns: Description, Prior Year, Current Year. Rows include: 8 Contributions and grants (68,033), 9 Program service revenue (3,300), 10 Investment income (42,968), 11 Other revenue (0), 12 Total revenue (114,301).

Table with 3 columns: Description, Prior Year, Current Year. Rows include: 13 Grants and similar amounts paid (0), 14 Benefits paid (0), 15 Salaries (0), 16a Professional fundraising fees (0), 16b Total fundraising expenses (0), 17 Other expenses (25,694), 18 Total expenses (25,694), 19 Revenue less expenses (88,607).

Table with 3 columns: Description, Beginning of Current Year, End of Year. Rows include: 20 Total assets (1,907,352), 21 Total liabilities (0), 22 Net assets or fund balances (1,907,352).

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here: Greg Neilley, Treasurer
Signature of officer: Greg Neilley
Date:
Type or print name and title: Greg Neilley, Treasurer

Paid Preparer Use Only: Shane Matthews, Shane Matthews, 05-09-2025, SC Matthews Accounting Services LLC, 51 Rumford St, Concord NH 03301, P01982065, 781-552-1643

May the IRS discuss this return with the preparer shown above? See instructions. Yes No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III

1 Briefly describe the organization's mission:

The Fracestown Land Trust's mission is to help preserve natural areas significant to the Fracestown NH area and to provide conservation opportunities and education for area residents.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? Yes No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? Yes No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code: _____) (Expenses \$ 7,196 including grants of \$ _____) (Revenue \$ _____)
Acquisition of conservation lands

4b (Code: _____) (Expenses \$ 6,978 including grants of \$ _____) (Revenue \$ _____)
Conservation Land Stewardship

4c (Code: _____) (Expenses \$ 6,934 including grants of \$ _____) (Revenue \$ _____)
Education and Member Relations

4d Other program services (Describe on Schedule O.)
(Expenses \$ 731 including grants of \$ _____) (Revenue \$ _____)

4e Total program service expenses 21,839

Part IV Checklist of Required Schedules

Table with 3 columns: Question ID, Question Text, Yes, No. Rows include questions 1 through 21 regarding organizational requirements and schedules.

Part IV Checklist of Required Schedules (continued)

Table with 3 columns: Question number, Question text, and Yes/No columns. Rows 22-38 contain various questions about grants, compensation, tax-exempt bonds, and organizational transactions.

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V []

Table with 3 columns: Question number, Question text, and Yes/No columns. Rows 1a-1c contain questions about Form 1096, Forms W-2G, and backup withholding rules.

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

Yes No

Table with 17 main rows (2a-17) and sub-rows (a, b, c, etc.). Columns include question text, input fields (e.g., 2a, 7d, 10a, 11a, 13b, 13c), and Yes/No columns. Marked 'X' in Yes/No columns include rows 3a, 4a, 5a, 5b, 6a, 7a, 7c, 7e, 7f, 8, 9a, 9b, 14a, 15, 16, and 17.

Part VI Governance, Management, and Disclosure. For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions. Check if Schedule O contains a response or note to any line in this Part VI [X]

Section A. Governing Body and Management

Table with 3 columns: Question, Yes, No. Rows include: 1a Enter the number of voting members of the governing body at the end of the tax year; 1b Enter the number of voting members included on line 1a, above, who are independent; 2 Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?; 3 Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?; 4 Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?; 5 Did the organization become aware during the year of a significant diversion of the organization's assets?; 6 Did the organization have members or stockholders?; 7a Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?; 7b Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?; 8 Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following: a The governing body? b Each committee with authority to act on behalf of the governing body?; 9 Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O.

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

Table with 3 columns: Question, Yes, No. Rows include: 10a Did the organization have local chapters, branches, or affiliates?; 10b If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?; 11a Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?; 11b Describe on Schedule O the process, if any, used by the organization to review this Form 990.; 12a Did the organization have a written conflict of interest policy? If "No," go to line 13; 12b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?; 12c Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe on Schedule O how this was done; 13 Did the organization have a written whistleblower policy?; 14 Did the organization have a written document retention and destruction policy?; 15 Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?; 15a The organization's CEO, Executive Director, or top management official; 15b Other officers or key employees of the organization; 16a Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?; 16b If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?

Section C. Disclosure

- 17 List the states with which a copy of this Form 990 is required to be filed New Hampshire
18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
[] Own website [] Another's website [X] Upon request [X] Other (explain on Schedule O)
19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
20 State the name, address, and telephone number of the person who possesses the organization's books and records.
Greg Neilley (603) 547-2856, PO BOX 132, Fracestown, NH 03043

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See the instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, box 6 of Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

See the instructions for the order in which to list the persons above.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC/1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) Barry Wicklow Director	2.00	X						0	0	0
(2) Ben Haubrich Director	15.00	X						0	0	0
(3) Ted Graham Director	4.00	X						0	0	0
(4) Hannah Proctor Director	6.00	X						0	0	0
(5) Paul Lawrence Director	2.00	X						0	0	0
(6) Tim Coffin Director	2.00	X						0	0	0
(7) Marsha Dixon Director	4.00	X						0	0	0
(8) Larry Ames Chairman	8.00	X		X				0	0	0
(9) Greg Neilley Treasurer	8.00	X		X				0	0	0
(10) Dennis Rodier Secretary	4.00	X		X				0	0	0
(11) Betsy Hardwick Vice-Chair	8.00	X		X				0	0	0
(12)										
(13)										
(14)										

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

Table with 6 main columns: (A) Name and title, (B) Average hours per week, (C) Position (Individual trustee or director, Institutional trustee, Officer, Key employee, Highest compensated employee, Former), (D) Reportable compensation from the organization, (E) Reportable compensation from related organizations, (F) Estimated amount of other compensation. Includes rows 15-25 and summary rows 1b, 1c, 1d.

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization

Table with 3 columns: Question, Yes, No. Contains questions 3, 4, and 5 regarding compensation reporting.

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

Table with 3 columns: (A) Name and business address, (B) Description of services, (C) Compensation. Includes rows for contractor information.

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514	
Contributions, Gifts, Grants and Other Similar Amounts	1a	Federated campaigns					
	1b	Membership dues	4,170				
	1c	Fundraising events					
	1d	Related organizations					
	1e	Government grants (contributions)	280				
	1f	All other contributions, gifts, grants, and similar amounts not included above	63,583				
	1g	Noncash contributions included in lines 1a-1f	\$				
	1h	Total. Add lines 1a-1f	68,033				
Program Service Revenue	2a <u>Monitoring Service</u>		Business Code				
			531390	3,300	3,300		
	b						
	c						
	d						
	e						
	f	All other program service revenue					
g	Total. Add lines 2a-2f		3,300				
Other Revenue	3	Investment income (including dividends, interest, and other similar amounts)		26,413		26,413	
	4	Income from investment of tax-exempt bond proceeds					
	5	Royalties					
	6a	Gross rents	(i) Real				
			(ii) Personal				
			6a				
			6b				
	6c	Less: rental expenses					
	6c	Rental income or (loss)					
	6d	Net rental income or (loss)					
	7a	Gross amount from sales of assets other than inventory	(i) Securities				
			(ii) Other				
			7a	16,555			
			7b				
7b	Less: cost or other basis and sales expenses						
7c	Gain or (loss)	16,555					
7d	Net gain or (loss)		16,555		16,555		
8a	Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18						
8a							
8b	Less: direct expenses						
8c	Net income or (loss) from fundraising events						
9a	Gross income from gaming activities. See Part IV, line 19						
9a							
9b	Less: direct expenses						
9c	Net income or (loss) from gaming activities						
10a	Gross sales of inventory, less returns and allowances						
10a							
10b	Less: cost of goods sold						
10c	Net income or (loss) from sales of inventory						
Miscellaneous Revenue	11a _____		Business Code				
	b _____						
	c _____						
	d All other revenue						
	e Total. Add lines 11a-11d						
12 Total revenue. See instructions			114,301	3,300	0	42,968	

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.

	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21 . . .				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees				
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages				
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions) . .				
9 Other employee benefits				
10 Payroll taxes				
11 Fees for services (nonemployees):				
a Management				
b Legal	140		140	
c Accounting	1,095		1,095	
d Lobbying				
e Professional fundraising services. See Part IV, line 17 . .				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A), amount, list line 11g expenses on Schedule O.) . .				
12 Advertising and promotion				
13 Office expenses	1,088		1,088	
14 Information technology	646		646	
15 Royalties				
16 Occupancy				
17 Travel				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization				
23 Insurance	3,056	2,170	886	
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A), amount, list line 24e expenses on Schedule O.)				
a <u>Education and Member Relatio</u>	6,934	6,934		
b <u>Land Conservation Projects</u>	7,196	7,196		
c <u>Land Maintenance</u>	4,793	4,793		
d <u>Memberships</u>	575	575		
e All other expenses	171	171		
25 Total functional expenses. Add lines 1 through 24e . .	25,694	21,839	3,855	0
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X

		(A)		(B)		
		Beginning of year		End of year		
Assets	1	Cash - non-interest-bearing	3	1	124	
	2	Savings and temporary cash investments	305,186	2	415,732	
	3	Pledges and grants receivable, net		3		
	4	Accounts receivable, net		4		
	5	Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5		
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6		
	7	Notes and loans receivable, net		7		
	8	Inventories for sale or use		8		
	9	Prepaid expenses and deferred charges		9		
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a			1,143,966
	b	Less: accumulated depreciation	10b			1,143,966
	11	Investments - publicly traded securities	357,030	11		347,530
	12	Investments - other securities. See Part IV, line 11		12		
	13	Investments - program-related. See Part IV, line 11		13		
	14	Intangible assets		14		
	15	Other assets. See Part IV, line 11		15		
16	Total assets. Add lines 1 through 15 (must equal line 33)	1,806,185	16		1,907,352	
Liabilities	17	Accounts payable and accrued expenses		17		
	18	Grants payable		18		
	19	Deferred revenue		19		
	20	Tax-exempt bond liabilities		20		
	21	Escrow or custodial account liability. Complete Part IV of Schedule D		21		
	22	Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22		
	23	Secured mortgages and notes payable to unrelated third parties		23		
	24	Unsecured notes and loans payable to unrelated third parties		24		
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25		
	26	Total liabilities. Add lines 17 through 25	0	26		0
Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.					
	27	Net assets without donor restrictions	1,805,426	27		1,861,201
	28	Net assets with donor restrictions	759	28		46,151
	Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.					
	29	Capital stock or trust principal, or current funds		29		
	30	Paid-in or capital surplus, or land, building, or equipment fund		30		
	31	Retained earnings, endowment, accumulated income, or other funds		31		
	32	Total net assets or fund balances	1,806,185	32		1,907,352
33	Total liabilities and net assets/fund balances	1,806,185	33		1,907,352	

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	114,301
2	Total expenses (must equal Part IX, column (A), line 25)	2	25,694
3	Revenue less expenses. Subtract line 2 from line 1	3	88,607
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	1,806,185
5	Net unrealized gains (losses) on investments	5	12,560
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	0
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	1,907,352

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII

		Yes	No
1	Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.		
2a	Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both. <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
2b	Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both. <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
2c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.		
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Uniform Guidance, 2 C.F.R. Part 200, Subpart F?		X
3b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits		

**SCHEDULE A
(Form 990)**

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

Attach to Form 990 or Form 990-EZ.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2024

**Open to Public
Inspection**

Name of the organization Fracestown Land Trust Inc	Employer identification number 02-0410827
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Part I Reason for Public Charity Status. (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**
- 2 A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990).)
- 3 A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**
- 4 A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state: _____
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)
- 6 A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 8 A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 9 An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: _____
- 10 An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)
- 11 An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**
- 12 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box on lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
 - a **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
 - b **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
 - c **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
 - d **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization must generally satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
 - e Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
 - f Enter the number of supported organizations
 - g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)
(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Table with 7 columns: (a) 2020, (b) 2021, (c) 2022, (d) 2023, (e) 2024, (f) Total. Rows include: 1 Gifts, grants, contributions, and membership fees received; 2 Tax revenues levied for the organization's benefit; 3 The value of services or facilities furnished by a governmental unit; 4 Total. Add lines 1 through 3; 5 The portion of total contributions by each person; 6 Public support. Subtract line 5 from line 4.

Section B. Total Support

Table with 7 columns: (a) 2020, (b) 2021, (c) 2022, (d) 2023, (e) 2024, (f) Total. Rows include: 7 Amounts from line 4; 8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources; 9 Net income from unrelated business activities; 10 Other income; 11 Total support. Add lines 7 through 10; 12 Gross receipts from related activities; 13 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here.

Section C. Computation of Public Support Percentage

Table with 2 columns: Line number, Percentage. Rows include: 14 Public support percentage for 2024 (line 6, column (f), divided by line 11, column (f)) 90.63%; 15 Public support percentage from 2023 Schedule A, Part II, line 14 91.81%; 16a 33 1/3% support test - 2024. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization [checked]; 16b 33 1/3% support test - 2023. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization [unchecked]; 17a 10%-facts-and-circumstances test - 2024. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization [unchecked]; 17b 10%-facts-and-circumstances test - 2023. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization [unchecked]; 18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions [unchecked].

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2020	(b) 2021	(c) 2022	(d) 2023	(e) 2024	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons . .						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2020	(b) 2021	(c) 2022	(d) 2023	(e) 2024	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources .						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						

14 **First 5 years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here**

Section C. Computation of Public Support Percentage

15 Public support percentage for 2024 (line 8, column (f), divided by line 13, column (f))	15	%
16 Public support percentage from 2023 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2024 (line 10c, column (f), divided by line 13, column (f)) . . .	17	%
18 Investment income percentage from 2023 Schedule A, Part III, line 17	18	%

19a **33 1/3% support tests - 2024.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization

b **33 1/3% support tests - 2023.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization

20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions . .

Part IV Supporting Organizations

(Complete only if you checked a box on line 12 of Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

		Yes	No
1	Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
2	Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer lines 3b and 3c below.</i>		
b	Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
c	Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
4a	Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked 12a or 12b in Part I, answer lines 4b and 4c below.</i>		
b	Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
c	Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
5a	Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
b	Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c	Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6	Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
7	Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990).</i>		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? <i>If "Yes," complete Part I of Schedule L (Form 990).</i>		
9a	Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
b	Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
c	Did a disqualified person (as defined on line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
10a	Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer line 10b below.</i>		
b	Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

Part IV Supporting Organizations (continued)

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?		
a A person who directly or indirectly controls, either alone or together with persons described on lines 11b and 11c below, the governing body of a supported organization?		
b A family member of a person described on line 11a above?		
c A 35% controlled entity of a person described on line 11a or 11b above? <i>If "Yes" to line 11a, 11b, or 11c, provide detail in Part VI.</i>		

Section B. Type I Supporting Organizations

	Yes	No
1 Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? <i>If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.</i>		
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? <i>If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.</i>		

Section C. Type II Supporting Organizations

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? <i>If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).</i>		

Section D. All Type III Supporting Organizations

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? <i>If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).</i>		
3 By reason of the relationship described on line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? <i>If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.</i>		

Section E. Type III Functionally Integrated Supporting Organizations

1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).		
a <input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.		
b <input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.		
c <input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a governmental entity (see instructions).		
2 Activities Test. Answer lines 2a and 2b below.		
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? <i>If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.</i>		
b Did the activities described on line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? <i>If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.</i>		
3 Parent of Supported Organizations. Answer lines 3a and 3b below.		
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? <i>If "Yes" or "No," provide details in Part VI.</i>		
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? <i>If "Yes," describe in Part VI the role played by the organization in this regard.</i>		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). See instructions. All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by 0.035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	

Section C - Distributable Amount		(A) Prior Year	Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1	
2	Enter 0.85 of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	1
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	3
4	Amounts paid to acquire exempt-use assets	4
5	Qualified set-aside amounts (prior IRS approval required - <i>provide details in Part VI</i>)	5
6	Other distributions (<i>describe in Part VI</i>). See instructions.	6
7	Total annual distributions. Add lines 1 through 6.	7
8	Distributions to attentive supported organizations to which the organization is responsive (<i>provide details in Part VI</i>). See instructions.	8
9	Distributable amount for 2024 from Section C, line 6	9
10	Line 8 amount divided by line 9 amount	10

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2024	(iii) Distributable Amount for 2024
1	Distributable amount for 2024 from Section C, line 6		
2	Underdistributions, if any, for years prior to 2024 (reasonable cause required - <i>explain in Part VI</i>). See instructions.		
3	Excess distributions carryover, if any, to 2024		
a	From 2019		
b	From 2020		
c	From 2021		
d	From 2022		
e	From 2023		
f	Total of lines 3a through 3e		
g	Applied to underdistributions of prior years		
h	Applied to 2024 distributable amount		
i	Carryover from 2019 not applied (see instructions)		
j	Remainder. Subtract lines 3g, 3h, and 3i from line 3f.		
4	Distributions for 2024 from Section D, line 7: \$		
a	Applied to underdistributions of prior years		
b	Applied to 2024 distributable amount		
c	Remainder. Subtract lines 4a and 4b from line 4.		
5	Remaining underdistributions for years prior to 2024, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, <i>explain in Part VI</i> . See instructions.		
6	Remaining underdistributions for 2024. Subtract lines 3h and 4b from line 1. For result greater than zero, <i>explain in Part VI</i> . See instructions.		
7	Excess distributions carryover to 2025. Add lines 3j and 4c.		
8	Breakdown of line 7:		
a	Excess from 2020		
b	Excess from 2021		
c	Excess from 2022		
d	Excess from 2023		
e	Excess from 2024		

SCHEDULE D (Form 990) (Rev. December 2024)

Supplemental Financial Statements

Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.

OMB No. 1545-0047

Department of the Treasury Internal Revenue Service

Attach to Form 990.

Open to Public Inspection

Go to www.irs.gov/Form990 for instructions and the latest information.

Francestown Land Trust Inc

Employer identification number 02-0410827

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

Table with 3 columns: Question number, (a) Donor advised funds, (b) Funds and other accounts. Includes questions 1-6 regarding donor advised funds.

Part II Conservation Easements

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

Table with 3 columns: Question number, Description, and Amount/Response. Includes questions 1-9 regarding conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

Table with 3 columns: Question number, Description, and Amount. Includes questions 1a-1b and 2a-2b regarding art and historical treasures.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

- 3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply).
a Public exhibition
b Scholarly research
c Preservation for future generations
d Loan or exchange program
e Other
4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection?

Part IV Escrow and Custodial Arrangements

Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a Is the organization an agent, trustee, custodian, or other intermediary for contributions or other assets not included on Form 990, Part X?
b If "Yes," explain the arrangement in Part XIII and complete the following table.
Table with columns: Amount, 1c Beginning balance, 1d Additions during the year, 1e Distributions during the year, 1f Ending balance.
2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability?
b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided in Part XIII

Part V Endowment Funds

Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

Table with 6 columns: (a) Current year, (b) Prior year, (c) Two years back, (d) Three years back, (e) Four years back. Rows include: 1a Beginning of year balance, b Contributions, c Net investment earnings, gains, and losses, d Grants or scholarships, e Other expenditures for facilities and programs, f Administrative expenses, g End of year balance.

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

- a Board designated or quasi-endowment %
b Permanent endowment %
c Term endowment %
The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

- (i) Unrelated organizations?
(ii) Related organizations?
b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?

Small table with columns Yes/No and rows 3a(i), 3a(ii), 3b.

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Table with 5 columns: (a) Cost or other basis (investment), (b) Cost or other basis (other), (c) Accumulated depreciation, (d) Book value. Rows include: 1a Land, b Buildings, c Leasehold improvements, d Equipment, e Other.

Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, line 10c, column (B))

Part VII Investments - Other Securities

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Column (b) must equal Form 990, Part X, line 12, col. (B))		

Part VIII Investments - Program Related

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Column (b) must equal Form 990, Part X, line 13, col. (B))		

Part IX Other Assets

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, line 15, col. (B))	

Part X Other Liabilities

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, line 25, col. (B))	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII

**SCHEDULE O
(Form 990)**

(Rev. December 2024)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

Attach to Form 990 or Form 990-EZ.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

**Open to Public
Inspection**

Name of the organization

Francestown Land Trust Inc

Employer identification number

02-0410827

01. Members or stockholder classes and rights (Part VI, line 6)

The organization allows members to join in exchange for payment of annual dues. The organization does not have shareholders.

02. Member election for additional members (Part VI, line 7a)

According to Section 3.3 of the organization's Bylaws, dues paying members of the Land Trust are "entitled to vote on matters submitted to a vote of the general membership". Section 4.5 of the Bylaws also provides for member vote on the removal of board members. At this time, the Board solicits member input on the minutes from the prior year and the election of directors to the Board on the occasion of the annual meeting.

03. Form 990 governing body review (Part VI, line 11)

The tax returns are sent to all Board members for review and comment before they are filed with governing bodies.

04. Conflict of interest policy compliance (Part VI, line 12c)

Board members complete a conflict of interest statement in August of each year. A board member donating an easement to the land trust or personally involved in any other transaction recuses himself from discussions; transactions in which a board member is involved require a 2/3 vote.

05. Form 990 availability to public (Part VI, line 18)

Simplified statements of Profit and Loss and Financial Position are shared with the members at the Annual Meeting. Financial Statements and Form 990 are available on request.

06. Governing documents, etc, available to public (Part VI, line 19)

All financial statements, governing documents and policies, including conflict of interest, are available upon request.

Statement of Program Service Accomplishments

2024 PG01

Name(s) as shown on return

Your Social Security Number

Fracestown Land Trust Inc

02-0410827

Form 990-Part III(a)
Statement of Service Accomplishment

Statement #4

Program Service Code	
Program Service Expenses	\$731
Grants and allocations included in above expense	\$0
Program Services Revenue	\$0

Explanation

BARRY J. WICKLOW
Emeritus Professor of Biological Sciences
Saint Anselm College, Goulet Science Building, Manchester, NH 03102
E-mail: bwicklow@anselm.edu

Summary

As a Professor of Biological Sciences at Saint Anselm College I taught Aquatic Ecology, Conservation Biology, and Directed Research and served as the director of the Environmental Science Program. I was honored to receive the college's Distinguished Faculty Award in 2002. My scholarly research is dedicated to understanding the biology of and threats to rare and imperiled species and the ecology and conservation of headwater streams. I have been a member of federal, regional and state scientific working groups, have been invited to present my research at scientific conferences and symposia, and have reviewed manuscripts for scientific journals, books, and grant proposals. I've also written numerous successful research and land conservation grant applications. Early in my career I served as president of an Audubon Society of NH chapter and on the board of directors of the Piscataquog Land Conservancy, later serving as vice president. In 2007 I was awarded the statewide "Conservationist of the Year", the prestigious Tudor Richard's Award, by the Audubon Society of NH. I also received the Piscataquog Land Conservancy's Gordon A. Russell Conservation Award. I've served on the board of directors of the Francestown Land Trust since 2003 where I chair the Conservation Committee.

Education

University of New Hampshire	Durham, NH	1976-82	Zoology	PhD
University of New Hampshire	Durham, NH	1973-75	Zoology	MSc
Central Connecticut State University	New Britain, CT	1968-72	Biology	BSc

Professional and Teaching Experience

Department of Biological Sciences Saint Anselm College	Emeritus Professor Professor Associate Professor Assistant Professor	2020-present 1996 – 2020 1990 - 1995 1986 – 1990
Department of Biological Sciences University of New Hampshire	Affiliate Adjunct Professor Instructor of Zoology	1986 - present 1983 - 1986
Department of Natural Sciences Lyndon State College, Vermont	Assistant Professor	1982 - 1983
Argonne National Laboratory Environmental Assessment Division	Research Associate	1994 – 1996

Research Interests

- Evolution in the Phylum Ciliophora: I used ontogenetic and ultrastructural data to establish a new order, the Discocephalina, as well as new families, genera, and species.
- Ecology, life history strategies and conservation of endangered freshwater pearl mussels
- Biology and conservation of the wood turtle, *Glyptemys insculpta*
- Ecology and conservation of headwater streams
- Biology of predator-induced defenses.

My science photos have been published in books and presented as part the traveling exhibit American Museum of Natural History, the National Academy of Science, Koshland Museum, and Wonders of Science Exhibit.

Examples of Recent Scholarship

B. J. Wicklow and Lori Hosaka LaPlante. Acoustic Communication in the Endangered Wood Turtle *Glyptemys insculpta* (Emydidae). *Chelonian Conservation and Biology* (in revision after review).

B. J. Wicklow and Ayla J. Skorupa. Contrasting host attraction strategies for two endangered freshwater mussels: *Alasmidonta varicosa* and *Prolasmidonta heterodon*. *Ecology and Evolution* (In preparation).

B. J. Wicklow Antipredator Function of Rathke's Gland Secretions in Hatchling Wood Turtles *Glyptemys insculpta* (Emydidae). *Chelonian Conservation and Biology*. (In preparation).

B. J. Wicklow, D. R. Smith, K. Flanery, S. von Oettingen, T. Cormier, C. Talbot, J. Kender. Translocation and monitoring of the brook floater *Alasmidonta varicosa* after the 2006 avulsion in the Suncook River, NH: A 7-year study. (In prep. *Freshwater Science*).

B. J. Wicklow, C. Talbot, J. Kender, T. Cormier. 2026. Extreme Hydrologic Events Threaten Endangered Freshwater Mussel Populations. Presentation to the Brook Floater Working Group, UMass Amherst (via remote video).

O'Leary, S. J., Cady, R., LaBelle A, **Wicklow B. J.** 2025. Long-term biomonitoring of Piscataquog headwater streams offer local insights into ecosystem health and trends. Annual Meeting of the Science of Freshwater Society. Poster presentation.

B. J. Wicklow and S. J. O'Leary 2024. Piscataquog River Headwaters Project: A long-term study of coldwater streams and their vulnerability to climate change. Invited Presentation to Town of Frankestown.

Wiley L. et al. 2022. Distribution models combined with standardized surveys reveal widespread habitat loss in a threatened turtle species. *Biological Conservation* 266: 1-12 (**Barry J. Wicklow** one of 23 authors).

Wiley, Lisabeth, Thomas S.B. Akre, Michael Jones, Donald Brown, **Barry J. Wicklow**, 2021. Wood Turtle Demography and Reproduction *in* Biology and Conservation of the Wood Turtle. M. T. Jones and L. Wiley, eds. 233 pages Petersburg, NY: Northeast Association of Fish and Wildlife Agencies.

Wicklow, B. J. 2021, Reverse sexual dimorphism in raptors. *Northern Woodlands* 28(3) pp. 28-29.

Ferreira-Rodríguez, et al. 2019. Research priorities for freshwater mussel conservation assessment. *Biological Conservation* 231, 77-87. **Wicklow, B.** invited as co-author along with an international group of scientists.

Sterrett, S. Roy, A., Hazelton P., Watson, B., Swartz, B., Russ T.R., Holst, L., Marchand, M., Wisniewski, J., Ashton, M. and **Wicklow, B.** 2018. Brook Floater Rapid Assessment Monitoring Protocol. U.S. Department of Interior, Fish and Wildlife Service, Cooperator Science Series FWS/CSS-132-2018, Washington, D.C.

Rajesh Prasad, **Barry Wicklow**, and Carol Traynor. 2018. Practical problem-based learning: An interdisciplinary approach. Proceedings of the 2018 IEEE Integrated STEM Education Conference.

Jeffrey C. Cole, Heather S. Galbraith, **Barry J. Wicklow**. 2018. Understanding the implication of changes in climate and river flow conditions on freshwater mussels. Savannah River Conference.

Wicklow, B. J., Cormier, T.A., Bishop, J.B., Devers, J., von Oettingen, S., 2017. The conservation status of the brook floater mussel, *Alasmidonta varicosa*, in the United States: trends in distribution, occurrence, and condition of populations. Northeast Association of Fish and Wildlife Agencies (NEAFWA) Regional Conservation Needs Grant Program. 225 pages.

<https://drive.google.com/open?id=1sv96ZsCdI-243ooUdsB3RImzDs> FPTCS

Wicklow, B. J., 2017. Indicators of population health, stressors, and potential genetic management units for the brook floater *Alasmidonta varicosa*. Presentation at the USFWS Species Status Assessment Core Team Meeting, 13 July 2017 (via remote video)

Wicklow, B. J. 2017. Invited Speaker: Conservation status of the brook floater *Alasmidonta varicosa*: models and spatial analysis. Annual Atlantic Slope Freshwater Mussel Recovery Meeting (Virginia).

Wicklow, B. J., 2016. Invited featured speaker: "The conservation status of the brook floater, *Alasmidonta varicosa*: trends in distribution, occurrence, and condition of populations from Maine to Georgia". Annual Meeting Northeast Freshwater Diversity Technical Committee (NE State and USFW Biologists), VT.

Barbara St. John White, C. Paola Ferreri, William A. Lellis, **Barry J. Wicklow**, and Jeffrey C. Cole. 2016. Geographic variation in host fish use and larval metamorphosis for the endangered dwarf wedgemussel. *Aquatic Conserv. Mar Freshw Ecosyst.* 1–10.

Wicklow, B. J. 2015. Conservation Genetics of Brook Trout (*Salvelinus fontinalis*) in Headwater Streams of the Piscataquog River Watershed. Research Report to NHFG.

Examples of Ongoing Research

Acoustic behavior in the wood turtle, *Glyptemys insculpta*

Chemical defenses in the wood turtle *Glyptemys insculpta*

Convergent evolution of predator-induced defenses in the Hypotrichida (Ciliophora)

Life history and behavior of the federally endangered dwarf wedgemussel *Prolasmidonta heterodon*

Teaching Philosophy

I believe in teaching values in the classroom and by example; I also teach objectivity in science and research. I involve students in authentic research. My most effective teaching is during field laboratories where students apply the theory and concepts learned in class to exploring, critically analyzing, and addressing real-world problems and issues. My goal is to help students become self-directed learners who are critical and creative, are effective communicators, and can work independently and within groups.

Academic Rapport with Students

BI 328 Conservation Biology Student evaluations (on 0-5 scale with 5 the highest, overall teaching in lecture 4.93/5 and in lab 5/5). All written comments:

- "This has been a favorite course of mine while at St. Anselm. Professor Wicklow integrates new advances, scholarly articles and recent news into every lecture. After class I am left with a new, lasting impression on conservation".
- "I think the best part of this course is the professor. Professor Wicklow is very intelligent, enthusiastic, devoted, and caring. I have nothing but respect for everything he does, and truly value everything he has shared over the course material and life."
- "Can't say enough good things, I want there to be another course offered like this taught by Professor Wicklow".
- "Didn't want the class to end."
- "It was a great way to insure I picked the right major."
- "I love Dr. Wicklow. I loved the information and the way it was presented; the class was informative and enjoyable".
- "Professor Wicklow has been one of the best professors I have had at St. As – passionate intelligent, thoughtful. I have thoroughly enjoyed going to lab for our field trips because they have been interesting, fun and meaningful. He has such a palpable passion for the topic and I have appreciated that."
- "His knowledge of the eastern deciduous forest is unmatched."

Candlewood Hill Fen/Bog Connectivity Project

Project Manager: Betsy Hardwick

Conservation Background & Experience

- Francestown Land Trust (FLT) Board of Directors, Vice Chair (2015 to current)
- Francestown Conservation Commission (1998 to current, Chair since 1999)
- Coverts Cooperator Program (2002)
- Over 20 years of experience in negotiating and managing conservation-related real estate transactions, completing due diligence and drafting conservation easements and deed restrictions for projects that include those funded through NH LCHIP, the federal Land & Water Conservation Fund, and Aquatic Resource Mitigation (ARM) grants.
- Applied for and successfully completed other grant projects including NH Fish & Game habitat improvement grants, recreational trail grants through the State of NH, NH Moose Plate grants, and the Merrimack Conservation Partnership and Quabbin to Cardigan programs administered through SPNHF.
- Ongoing education through Saving Special Places Annual Land Conservation conference, NH Association of Conservation Commissions, NH Timber Owner's Association, UNH Cooperative Extension, and various other conservation-related programs.
- Recipient of NH Audubon's 2024 Tudor Richards award.