

26 - 9/2/26



New Hampshire Fish and Game Department

HEADQUARTERS: 11 Hazen Drive, Concord, NH 03301-6500
(603) 271-3421
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www.WildNH.com
e-mail: info@wildlife.nh.gov
TDD Access: Relay NH 1-800-735-2964

June 26, 2026

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

Requested Action

Authorize the New Hampshire Fish and Game Department (NHFG) to award a grant with the Connecticut River Watershed Council, Greenfield, MA (Vendor Code 161262) in the amount of \$100,000 to provide partial funding for the removal of the Wild Ammonoosuc Dam in the Town of Landaff, New Hampshire, effective upon Governor and Council approval through June 30, 2027. Funding 100% Fisheries Habitat Funds.

Funding is available in account Fisheries Habitat Management, as follows:

	<u>FY2027</u>
03-75-75-752020-21270000-073-509074 Grants-Non Federal	\$100,000.00

Explanation

NHFG has worked with CRC and the New Hampshire Department of Environmental Services since 2016 to evaluate removal of the Wild Ammonoosuc Dam. This project will improve habitat connectivity in the Wild Ammonoosuc River watershed. The New Hampshire Fish and Game Commission approved this grant at their meeting on June 17, 2025.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Stephanie L. Simek".

Stephanie L. Simek, PhD.
Executive Director

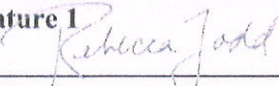
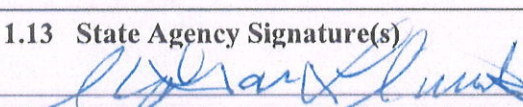
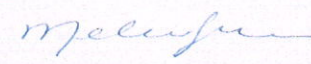
A handwritten signature in blue ink, appearing to read "Kathy Ann LaBonte".

Kathy Ann LaBonte, Chief
Business Division

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name NH Fish and Game Department		1.2. State Agency Address 11 Hazen Drive, Concord, NH 03301	
1.3. Grantee Name Connecticut River Watershed Council Inc dba Connecticut River Conservancy		1.4. Grantee Address 15 Bank Row, Greenfield, MA 01301	
1.5. Grantee Phone # 413-772-2020	1.6. Account Number 20 07500 2127 073 509074	1.7. Completion Date June 30, 2027	1.8. Grant Limitation \$100,000.00
1.9. Grant Officer for State Agency Stephanie L. Simek, PhD, Executive Director		1.10. State Agency Telephone Number 603-271-3511	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Rebecca Todd, Executive Director	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Stephanie L. Simek, PhD, Executive Director	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By:  Assistant Attorney General, On: 7/17/26			
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").

Grantee Initials RT

Date 5/21/26

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE; COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed. 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.
- 9.1. DATA; RETENTION OF DATA; ACCESS.
- As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT; REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 12.4. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials RT
Date 5/21/26

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Grantee Initials RT
Date 5/21/26

Exhibit A

Special Provisions

None

Exhibit B

Scope of Services

The scope of services is agreed to be as follows between the Connecticut River Conservancy (CRC) and the State of New Hampshire Fish and Game Department (NHFG).

AR shall:

1. Provide for the removal of the Wild Ammonoosuc Dam in Landaff, NH by hiring an approved contractor.
2. Submit an invoice to NHFG not to exceed \$100,000 for payment by June 30, 2027.

NHFG shall:

1. Inspect and approve completed work prior to grant payment.

Exhibit C

Method of Payment

Method of payment shall be as follows:

1. CRC shall submit an invoice not to exceed \$100,000. The following appropriation code shall be referenced on the invoice: 20-07500 21270000-073-509074.

Invoice will be paid within 30 days of approval.

Grantee Initials RT
Date 5/21/26

State of New Hampshire

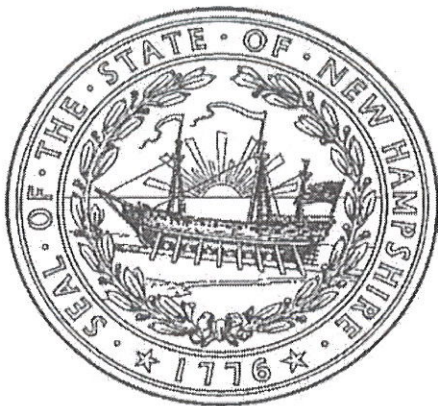
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CONNECTICUT RIVER WATERSHED COUNCIL, INC. is a Massachusetts Nonprofit Corporation registered to transact business in New Hampshire on September 24, 2004. 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: **490076**

Certificate Number: **0007901228**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of April A.D. 2026.

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

David M. Scanlan
Secretary of State

Certificate of Authority #2 – Resolution for Bylaws

I, Leslie Harris hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name #1)
Connecticut River Watershed Council d/b/a Connecticut River Conservancy. I hereby certify the following is a true copy of the
(Name of Grantee)

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

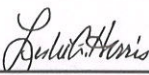
Board of Directors / Council / Selectboard / Supervisors for contractual obligations.
Executive Director

(list officer titles or position)

I further certify that the following individuals currently hold the office or positions
authorized: Rebecca Todd
(list individuals holding positions authorized)

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

DATE: 5/18/2026

ATTEST:  Board Chair
(Name #1 & Title)

CONNECTICUT RIVER WATERSHED COUNCIL, INC.
Doing business as Connecticut River Conservancy
15 BANK ROW
GREENFIELD, MASSACHUSETTS 01301-3511

BY-LAWS

ARTICLE I. NAME AND LOCATION

The name of this organization shall be the Connecticut River Watershed Council, Inc., doing business as Connecticut River Conservancy (the "Conservancy"). The Conservancy's principal place of business shall be located within the watershed of the Connecticut River.

ARTICLE II. PURPOSES

The purposes for which this organization is formed are to:

- promote the restoration, conservation, wise development and use of the natural resources of the Connecticut River Watershed;
- protect and conserve fish and wildlife, forests and other plant life, water resources and soils;
- promote water quality improvements;
- promote and encourage water and air pollution abatement;
- promote and encourage an understanding among the citizens of the watershed of the need for such conservation;
- encourage scientific investigations and research to aid the accomplishment of the above purposes; and
- promote through coordination and collaboration those activities of other agencies and organizations having an interest in the natural resources of the watershed which are truly in the public's interest.

ARTICLE III. MEMBERSHIP

1. The members of the Conservancy (the "Members") shall consist of those who subscribe to its purposes and make financial contributions to the organization as determined by the Board of Trustees of the Conservancy (the "Board").
2. All Members shall be entitled to vote at any membership meeting of the Conservancy. Each Member shall have one vote and each organization, which is a Member, shall designate a person to vote for it at any meeting of the Conservancy. A minimum of fifteen (15) Members shall constitute a quorum for the transaction of business at any membership meeting of the Conservancy.
3. An annual meeting of the Members of the Conservancy (the "Annual Meeting") shall be held on a date determined by the Board, at the call of the Chair of the Board. The Conservancy shall provide

written notice to the Members of the date of each Annual Meeting not less than 60 days prior to the Annual Meeting.

At the Annual Meeting, a report shall be presented to the Members by the Board on the activities and business of the Conservancy during the preceding fiscal year. This shall include a report of financial transactions and condition of the Conservancy and such other business as may properly come before the meeting.

At the Annual Meeting, the Members shall vote in person on a slate of candidates submitted by the Governance Committee for election to the Board. Members may also place trustee candidates into nomination by presenting a nominating petition signed by at least twenty-five (25) Members in good standing to the Secretary within 30 days of the delivery of the note of the Annual Meeting.

4. A special meeting of the Members may be called at any time upon (a) a resolution adopted by a majority of the Board or (b) petition of 50 Members or 5% of the membership, whichever is less (with membership as of such date determined by the Secretary). Notice of any such meeting shall be given by the Secretary by regular or electronic mail at least ten days prior to such meeting to each Member of the Conservancy entitled to vote, and setting forth the purpose of such meeting.

5. The Board may determine that, for any Annual Meeting or special meeting of the Members, the Members may vote by proxy, rather than in person. The Board shall notify the Members if voting by proxy is permitted for a particular meeting in the written notice of such meeting delivered to the Members.

ARTICLE IV. BOARD OF TRUSTEES

1. Authority. The Board shall exercise all the corporate powers of the Conservancy. It shall control and manage all of the property, business, and affairs of the Conservancy.

2. Number. The Board shall consist of up to twenty-four (24) Trustees with equitable representation from Connecticut, Massachusetts, Vermont and New Hampshire to provide balance. All Trustees must be Members in good standing.

The Board shall be divided into three groups (classes), so that the terms of one-third its total shall expire each year. Trustees shall be elected by a majority of the Members present in person at the Annual Meeting.

Trustees may be elected to terms of up to three (3) years. A Trustee may serve no more than three (3) consecutive terms or nine (9) years. The Board may, with a majority vote and at its discretion, extend the term of any Trustee up to one year. A Trustee may be re-elected to the Board after stepping down for a year.

3. Corporate Officers. The officers of the Conservancy (the "Officers") shall be a Chair of the Board, a Vice-Chair, a Secretary and a Treasurer. The Officers shall be nominated by the Governance Committee and elected by the Board at the Annual Meeting or another meeting of the Board. Officers shall serve a two year term or until their successors shall qualify. Each Officer shall be a Trustee of the Conservancy.

The Board may from time-to-time provide for or appoint such other officers and agents, including one or more assistant secretaries, one or more assistant treasurers and such committees as they shall determine, and fix the duties, powers and terms of such service of such agents, officers or committees as they shall appoint.

4. Vacancies. Any vacancy on the Board or among the Officers due to the death, resignation, removal, or otherwise of a Trustee, shall be filled by vote of the Board at a regular or special meeting of the Board for the unexpired term to which such vacancy relates. In filling vacancies, the Board shall seek to maintain a representative balance on the Board.

5. Removal. A Trustee whose activities, comments or other actions are deemed to be contrary to the interests of the Conservancy may be removed from office for cause upon a two-thirds majority vote of the Board meeting in regular or special session. An individual to be removed from office shall be notified in advance of any such meeting, presented with an explanation of why his or her removal is proposed, and allowed a reasonable opportunity at the meeting to defend his or her actions.

6. Honorary Trustees. From time-to-time, Members of the Conservancy may be bestowed with the title of Honorary Trustee. Said individual(s) shall be recommended by the Governance Committee and designated an Honorary Trustee by the Board. Honorary Trustees shall be non-voting Members of the Board. Their terms shall be for life, or until voluntary termination by the Honorary Trustee or their removal for cause.

7. Conflicts of Interest. Trustees shall annually sign a conflict of interest declaration. In addition, whenever a director, officer or trustee has a financial or personal interest in any matter coming before the Board, the affected person shall (a) fully disclose the nature of the interest and (b) withdraw from discussion, lobbying, and voting on the matter. Any transaction or vote involving a potential conflict of interest shall be approved only when a majority of disinterested board Members determine that it is in the best interest of the organization to do so. The minutes of meetings at which such votes are taken shall record such disclosure, abstention and rationale for approval.

ARTICLE V. MEETINGS OF THE BOARD

1. Regular meetings of the Board shall be held at the call of the Chair, on such day, hours, and place as the Chair may prescribe. The Board shall meet at least four (4) times each year in addition to the Annual Meeting. Fifty percent (50%) plus one of the Trustees must be present to constitute a quorum for the transaction of business at any regular or special meeting of the Board.

2. Special meetings of the Board may be called at any time by the Chair, or by at least six Trustees. Notice of any regular or special meeting of the Board shall be given to each Trustee by mail, telephone, email or otherwise, in time to afford each Trustee opportunity to attend such meeting. Such notice shall state the purpose of any special meeting.

Such meetings may occur by means of conference telephone or similar equipment allowing all Trustees to hear each other at the same time and to participate in any discussion or votes. Minutes and a record of all votes shall be duly recorded by the Secretary.

3. Regular attendance and participation at Board meetings by all Trustees is vital to the Conservancy's effectiveness.

ARTICLE VI. DUTIES OF THE OFFICERS

1. Chair of the Board. The Chair shall preside at all membership meetings and elections of the Conservancy or of meetings of the Board and shall have a casting vote. The Chair shall be an ex-officio member of all standing and appointed committees. The Chair shall exercise and maintain general supervision and control over the affairs of the Conservancy subject to the power and authority of the Board.

The Chair shall appoint the chairs and members to committees in accordance with these By-Laws and after consultation with the Board.

The Chair shall execute all deeds and instruments on behalf of the Conservancy with regard to the Conservancy's interest in real estate and property. The Chair may delegate authority for the execution of contracts and other financial obligations to the Executive Director. The specifics of this delegation shall be described in a written policy approved by the Board.

2. Vice Chair. The Vice Chair shall also serve as Chair of an Advisory committee excepting the Finance Committee and shall perform such duties as assigned by the Board or by the Chair of the Board. The Vice Chair shall exercise the powers and perform the duties of the Chair of the Board in the absence or disability of the latter, or in the case of a vacancy in the office of Chair.

3. Executive Director. The Executive Director shall be the chief operating officer of the Conservancy as well as responsible for supervising the advocacy and technical water quality programs of the Conservancy. The Executive Director shall be appointed by the Board and shall serve at the pleasure of the Board. The Executive Director shall perform such duties as may be prescribed by the Board and the Chair. The Executive Director may appoint staff as authorized by the Board and shall be supervised by the Chair.

4. Secretary. The Secretary shall be responsible for keeping a record of all proceedings and all actions taken by the Board; keeping such minutes separately and in good order; issuing all notices of meetings as provided herein; handling all correspondence of the Board and Executive Committee; and managing all records of the Board and Executive Committee. An Assistant Secretary may be appointed who shall perform such duties as may be delegated by the Secretary and who shall perform the duties of the Secretary in the event of the latter's absence or disability.

5. Treasurer. The Treasurer shall be responsible for the receipt and custody of all the monies and securities of the Conservancy, shall supervise the keeping and auditing of all books of account, ensure sufficient financial controls and procedures are in place and effect, and shall direct the deposit of all monies in a bank or banks to the credit of and in the name of the Conservancy. The Board shall either designate such depository or authorize the Treasurer to do so.

The Treasurer shall sign or countersign such instruments as determined by policy set by the Board.

6. The Corporate Officers and Trustees, not including the Executive Director, shall perform their respective duties without compensation.

ARTICLE VII. COMMITTEES

1. There shall be one (1) standing committee of the Board: the Executive Committee. There shall be four (4) non-board advisory committees: the Governance Committee, the Finance Committee, the Development Committee, and the Strategic Planning Committee (the "Advisory Committees" and, together with the Executive Committee, the "Committees"). As set forth below, the Executive Committee shall be empowered to act on behalf of and with the full authority of the Board, and shall exercise the functions of the Board. The Advisory Committees shall be advisory in nature only, shall not be empowered to act on behalf of and with the full authority of the Board, and shall not exercise the functions of the Board.

Committee members must be Members of the Conservancy. All Trustees will be asked to participate actively on one or more Committees. Committee members and chairs shall serve until their successors are duly appointed.

2. Executive Committee. The Executive Committee shall include four to six (4 – 6) Trustees, who shall be the elected Corporate Officers, and may include one or two other Trustees selected by the Board. The Executive Director shall be an ex-officio member.

The Executive Committee may meet between regular meetings of the Board or on the call of the Chair. It is empowered to act on behalf of and with the full authority of the Board. Any action of the Executive Committee shall require a quorum majority vote of that committee's members, and shall then be ratified by the Board at its next meeting. The Executive Committee shall perform an annual performance evaluation of the Executive Director and report the results to the Board.

In the event the Executive Committee cannot meet in person to conduct necessary business, it may hold meetings by means of conference telephone or similar equipment allowing all members to hear each other at the same time and to participate in any discussion or votes. Minutes and records of any votes shall be duly recorded by the Secretary.

3. Governance Committee. The Governance Committee shall consist of Trustees and Members appointed and removed by the Chair. The Committee shall consist of equitable representation from all four states. The Executive Director shall serve as an ex officio member.

Governance duties with assistance from the Executive Director shall include policy development, a review of the By Laws at least every five (5) years, and general procedural review regarding board satisfaction and effectiveness. The conclusions of the Governance Committee shall be presented to the Board for consideration.

Each year, the Governance Committee shall develop a list of qualified trustee candidates with a range of relevant expertise and diverse backgrounds, for presentation to the Board, from which list the Board will develop a slate of nominees for election to the Board by the general membership at the Annual Meeting. The Committee shall also develop and present a slate of Officers for election by the Board at the Annual Meeting or at the next regular meeting of the Board.

4. Strategic Planning Committee. The Strategic Planning Committee shall consist of Trustees and Members appointed and removed by the Chair. The Strategic Planning Committee shall develop a strategic plan to be approved by the Board. The plan shall be developed with the assistance of the Executive Director, program and development staff. The Strategic Planning Committee shall be responsible for assisting the Board and staff in implementing the plan. Twice per year the Strategic Planning Committee shall review and assess the Conservancy's progress in attaining the goals and objectives set forth in the plan and report the results to the Board. Every five (5) years, the Strategic Planning Committee shall evaluate and, if necessary, propose revisions to such plan for review by the Board, evaluating the Conservancy's goals and reflecting on the conservation needs of the Connecticut River watershed.

5. Finance Committee. The Finance Committee shall consist of Trustees and Members appointed and removed by the Chair. The Finance Committee shall be led by the Treasurer and include at least three other members (who may be Trustees or Members) with experience in finance, accounting, or non-profit administration. The Treasurer shall be Committee Chair.

The Finance Committee shall draft an annual budget for submission to the Board, recommend ways and means of financing the budget, manage cash and securities, and recommend proper handling of any property, endowments, and other assets of the Conservancy. The Finance Committee shall ensure that an annual audit of accounts be prepared by an independent auditor, shall review and approve the annual audit, and shall present the audit report and any related tax or corporate filings to the Board for their final adoption. The Finance Committee shall review and evaluate the Conservancy's bookkeeping, grants reporting, and accounting systems on a basis sufficient to ensure the sound operation of the organization. The Finance Committee shall ensure that there exists a written set of financial controls that describe how important financial transactions, such as receipt of cash, use of credit or debit cards, and expense approvals, are to be handled. These financial controls shall be reviewed and adopted by the Board.

6. Development Committee. The Development Committee shall consist of Trustees and Members appointed and removed by the Chair. The Development Committee shall consist of equitable representation from all four states. The Executive Director and Development Director shall be ex-officio committee members. The Chair shall designate the Committee Chair.

The Development Committee shall advise the Board on fundraising with respect to membership development, major donors, corporate support, and fundraising campaigns for operating, capital and/or endowment purposes. The Development Committee shall organize and implement fundraising efforts with the assistance of the Board, the Executive Director, and Development Director.

The Development Committee may coordinate fundraising events, oversee fundraising campaigns, and carry out other activities in consultation with the Board and staff that will raise funding to support operating costs and provide visibility for the Conservancy.

7. The Chair of the Board, with the approval of the Board, may appoint such other committees as may be deemed necessary from time-to-time for the efficient operation of the Conservancy.

ARTICLE VII. PROPERTY OWNERSHIP

1. Acquisition. In carrying out the purposes of the Conservancy as set forth in Article II, the Conservancy may acquire by gift, purchase, lease, or otherwise, real and personal property, both tangible and intangible, within the Connecticut River Watershed, including but not limited to: water resources, marshland, swamps, woodlands, farmlands and open spaces, and the plant and animal life therein; and engage in the preservation of unique historical and scenic sites.
2. Disposal. Lands or interests in land acquired by the Conservancy to hold in perpetuity for the benefit of the Connecticut River watershed and its inhabitants may only be transferred to a public or private entity whose mission and activities support the conservation purposes of the property held by the Conservancy. Other lands and property having no permanent conservation restriction and donated to the Conservancy to support its programs may be sold, traded, or otherwise disposed of upon a resolution adopted by the Board.

ARTICLE IX. FISCAL SPONSORSHIP & AFFILIATION

As it is in the interests of the Conservancy to foster and support the environmental conservation activities of local watershed or river organizations, ad hoc organizations or groups of citizens in the watershed, the Conservancy may serve as nonprofit fiscal sponsor on a temporary basis while such a group secures its own tax-exempt status or carries out a specific project or activity. Any such sponsorship must have the prior approval of the Board and be in keeping with oversight procedures and the terms of the contract that shall include the fees to be charged for the sponsorship services provided. The standard fiscal sponsorship contract shall be approved and from time to time updated by the Board. The Conservancy may also establish affiliations or other forms of cooperative associations that allow the Conservancy to provide development, membership, or administrative support to locally-based organizations with a similar mission.

ARTICLE X. RESTRICTED FUNDS

1. The Conservancy is authorized to hold and manage restricted funds for the purposes of supporting the long term financial viability of the organization. Funds held or established for a specific purpose either by bequest, donation, or Board vote are deemed to be "restricted funds" and may only be used for their intended purpose and for directly related operating expenses.
2. The Treasurer shall report to the membership at the Annual Meeting on all restricted funds, including their total value at the end of the most recent fiscal year and any outstanding borrowing from restricted funds for program purposes.

ARTICLE XI. DISSOLUTION

1. Upon any dissolution of the Conservancy, all assets over and above the existing obligations plus expenses of dissolving the Conservancy shall be transferred to one or more nonprofit corporations, funds or foundations selected by a majority of the then existing Board on the basis of their competence and purpose to utilize those assets in accordance with the original intent for which the assets were acquired and for which this Conservancy is organized. The recipients and/or transferees

either jointly or severally must qualify as described in Section 501(c)(3) of the Internal Revenue Code as the same may from time-to-time be amended and which are exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code as the same may from time to time be amended.

2. Real property and interests in real property owned or held by the Conservancy may also be transferred to an agency of federal, state or municipal government willing to manage and protect those assets in accordance with the original intent for which the assets were acquired and for which this Conservancy is organized.

ARTICLE XII. NON-DISCRIMINATION

The Conservancy is an equal opportunity employer and does not hire or make appointments based on race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age, disability or genetic information.

ARTICLE XIII. CORPORATE SEAL

The Corporate Seal of the Conservancy shall be in the form of a circle with the words in the center "Incorporated June 20, 1952", and the words "Connecticut River Watershed Council, Inc." around the circle.

ARTICLE XIV. AMENDMENTS

These By-Laws may be amended by majority vote of the Members of the Conservancy in person at any membership meeting of the Conservancy provided the notice of such meeting contains a statement of the substance of the proposed amendment.

- END -

Adopted by the membership at its annual meeting, June 16, 2018
Brattleboro, Vermont

Chairman Green announced that the meeting was being captured on video.

ACTION ITEMS:

- 1.) Commissioner DeRosa moved to approve the May 20, 2025 Commission Minutes, as written, and Commissioner Caveney seconded. The vote was unanimous in the affirmative.
- 2.) Consent Agenda - The following items were grouped together and were noticed as consent agenda items to expedite action on routine matters, which may not require public discussion. The Commission voted to approve these matters as presented. Commission members may remove certain items if further public input or discussion is deemed necessary.

Commissioner DeRosa moved to accept consent agenda items 2a & 2b, as presented below, and Commissioner Caveney seconded. The vote was unanimous in the affirmative.

2a.) The Commission accepted the donation of a chest freezer, valued at approximately \$350.00 from Dawn & Brian Houghton, for use by the Department's Canine Team to freeze and store training aids.

2b.) The Commission accepted the donation of \$250.00 from the Jaffrey Ice Racing Association, for use by the Department's Canine Team.

3.) Andy Timmins, Game Program Supervisor, came before the Commission seeking Commission approval and adoption of the 10-year Big Game Management Plan.

Commissioner Trahan moved to accept & adopt the 10-year Big Game Management Plan, as presented, and Commissioner DeRosa seconded.

Commissioner DeRosa stated, "I want to commend the Wildlife Division, this is a scientific model as to how we get to the end game. Well done!"

The vote was unanimous in the affirmative.

4a.) John Magee, Inland Fisheries Program Supervisor, came before the Commission and gave a brief overview of the Fisheries Habitat Program.

John reported that the Fisheries Habitat Program works with many partners to conserve and restore fish habitat in a prioritized manner for the benefit of anglers. Most of the work is technical assistance and providing expertise on projects. Requests to use Fisheries Habitat funds for high priority projects are evaluated by staff, the Program Supervisor, Inland Fisheries Chief, as well as the Executive Director, to determine whether the request meets the criteria set forth and to bring it before the Fish & Game Commission.

X 4b.) Jared Lamy, Fisheries Biologist, came before the Commission seeking approval to expend up to \$300,000 from the Fisheries Habitat Account to support four habitat connectivity projects, as presented at the May 20, 2025 Commission Meeting.

Jared reviewed the below four projects with the Commission:

1. - Chocourua Lake Fish Ramp, Tamworth, NH - \$50,000
2. - Wild Ammonoosuc River Dam Removal, Benton, NH - \$100,000
3. - North Branch Gale River Dam Removal, Bethlehem, NH - \$100,000
4. - Poole Reservoir Dam Removal, Jaffrey, NH - \$50,000

Commissioner DeRosa moved to expend up to \$300,000 from the Fisheries Habitat Account to support four habitat connectivity projects, as presented, and Commissioner McGonagle seconded.

Commissioner Chandler expressed concern over earmarking these funds prior to the project being fully funded. He stated, "It could be years before you get all the funding committed. Come back to us, as this ties up our money."

Commissioner McGonagle inquired if the Town of Jaffrey would be contributing to the Pool Reservoir Dam Removal.

Jared responded, "Yes, they are contributing to the project."

Chairman Green reported that he was against expending \$300,000 from the Fisheries Habitat Account to support these projects. He reported that he was also not in favor of allowing another entity to control water levels, in addition to not owning any of these properties. He stated that the account has a balance of approximately \$725,000 at this time and felt approving these projects could hold up other important projects and opportunities that could arise in the southern part of the state and deplete the account.

Commissioner DeRosa responded, "I urge the Commission and remind you that it's the Department's mission to cold-water fisheries to ensure that brook trout exist in this state, and this is exactly what this account is intended for." He further reported that he would like to see the habitat fee be increased to \$2.00 vs. \$1.00 and encouraged the Commission to look into making that a priority.

Dianne Timmins, Chief, Inland Fisheries Division, thought it was important for the Commission to recognize that the Chocorua Lake Project was originally a dam and through conversations with the Chocorua Lake Conservancy, they were looking to do something better, and that's where the rock ramp for fish passage connectivity idea was discussed and designed. Dianne reported that this rock ramp has been very successful when used in the past.

Commissioner Caveney reported that he was familiar with some of the projects and has critically reviewed them. He reported being a Fish & Game Commissioner, you get asked questions, one of them being how the Department is spending its money. He reported that he has concerns over not only dedicating these funds, however, another entity controlling the water levels, as well as full public access for all to the property.

Director Simek clarified that the Chocorua Lake Project is about the fish ramp, not the dam or water control. She reported that this rock ramp will enhance fish passage, which is a priority for the Department. She further stated, "While I know you are concerned about spending this money, and I agree it's a big chunk, however, as a new Director, I don't think we have used this money as well as we need to. This is the first opportunity of this kind in four years, and I think it's exactly what the account is intended for. We need to attempt to do what's better for species, the anglers and the State of New Hampshire."

Commissioner McGonagle reported as the Chairman of the Resources & Infrastructure Committee, he felt that this would be an excellent opportunity in the future for the committee to work with the with Director Simek and staff to manage the diversity of information, such as funding, private & public groups, etc., and to determine goals and what a timeline may look like. He further stated that he felt this was an excellent use of this committee, as they may be able to streamline things and provide a summary to the Commission after processing all the information.

The motion to expend up to \$300,000 from the Fisheries Habitat Account to support four habitat connectivity projects carried with 4 in favor, 3 opposed (J. Caveney, R. Green & G. Chandler).

5.) Commissioner Green moved to accept the donation of \$500.00 from the Tombarello Family in memory of retired District Five Lieutenant, Scott Lacrosse, who passed away suddenly on April 2, 2019, and Commissioner DeRosa seconded. The vote was unanimous in the affirmative. This donation will be used towards the purchase of a custom Law Enforcement Division tablecloth and rug for use at promotional events, hiring initiatives and for public relation programs.

INFORMATION ITEMS:

- 1.) Financial Statement – Kathy LaBonte, Chief, Business Division.
- 2.) Jessican Whelehan, Licensing Supervisor, came before the Commission and provided a brief presentation highlighting Fis 1502 and Fis 1503 various proposed changes and the anticipated timeline. (See attached presentation).

COMMITTEE STRUCTURE:

LEGISLATIVE COMMITTEE: Public policy development & recommendations, as well as Commission advocacy before legislature.

Commissioner Stohl, Chair; Commissioners: Chandler, DeRosa, Caveney & McGonagle.
Staff members: Director Simek, Kevin Jordan & Marty Mobley.

Commissioner Stohl was absent.

Colonel Jordan reported that he sent the current tracking list out to the Commission and Senior Staff. He further reported that the Governor was in the process of signing several bills, which would take effect 60 days after signing.



CONNRIV-02

NFWLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/14/2026

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 License # 1780862 HUB International New England 600 Longwater Drive Norwell, MA 02061-9146	CONTACT NAME: Anita Zidow	
	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: anita.zidow@hubinternational.com	
INSURED Connecticut River Watershed Council, Inc. dba Connecticut River Conservancy 15 Bank Row Greenfield, MA 01301	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Ironshore	25445J
	INSURER B: Cincinnati Insurance Company	10677
	INSURER C: Pennsylvania Manufacturers' Association Insurance Company	12262
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			IEPUW0032041501	2/26/2026	2/26/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 POLLUTION - Cov \$ 1,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			EBA0744884	2/26/2026	2/26/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			XSCUW0032041601	2/26/2026	2/26/2027	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	2026011594795Y	2/26/2026	2/26/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

NH Fish and Game Department
11 Hazen Drive
Concord, NH 03301

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

NONPROFIT COVER SHEET

A. Entity Name: Connecticut River Watershed Council dba Connecticut River Conservancy_____

B. Entity's Contact Information for Records Requests (e.g., resumes of key personnel; audited financial statements):

Ron Rhodes, rrhodes@ctriver.org, 413-768-4994

C. List Board of Directors and Affiliations

<u>Name (Identify any additional role(s) in Parentheses)</u> E.g., John Doe (President)	<u>Affiliations</u>
Leslie Harris (Chair)	Chair of John T. and Jane A Wiederhold Foundation, Board Member of Community Involved in Sustaining Agriculture.
Steve Gephard (Vice-Chair)	Ret. Fisheries Biologist CT DEEP, US Commissioner to North Atlantic Salmon Conservation Organization (Edinburgh).
Tim Lewis (Secretary)	Great Meadows Conservation Trust President
Candace Damon (Treasurer)	City Parks Alliance, Urban Green Council, NYC YMCA Real Estate Advisory Council, Advisory Board and President Emeritus of Atlantic Avenue Local Development Corp.
Janki Darity	Ethics and Compliance professional focusing on non-profit environmental sustainability programs and watershed protection and conservation.
David Deen	VT/NH CT River Chapter of Trout Unlimited, Vermont Climate Council, CT River Atlantic Salmon Commission, VT Fish and Wildlife Board. Former CRC VT River Steward.
Geoffrey Habron	Statewide Resilience Plan Advisory Committee, S. Carolina, Justice, Equity, Diversity and Inclusion Committee for American Society of Adaptation Professionals
Tony Judge	Former vice-chair for National Wildlife Refuge Association. Broadcasting Executive, Ret.
Lucas McDiarmid	Board member of Opacum Land Trust, Norcross Wildlife Foundation, lead staff

	member for MA's 21 st Century Agriculture Commission
Christine Palm	CT State Representative, Vice Chair of Environment Committee
Michael Simpson	Board member of NH Association of Wetland Scientists and NH Association of Natural Resource Scientists
Robert Sproull	Retired, Friends of Mineral Hills Conservation Area. Former Board CRC Chair.

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

<u>Name</u>	<u>Role</u>	<u>Annual Salary</u>	<u>Amount Paid From This Contract</u>
Rebecca Budd	Project Manager	\$64,592	\$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).

The Connecticut River Conservancy, along with American Rivers, have challenged the water quality certifications for three hydroelectric facilities located on the Connecticut River issued by the Department of Environmental Services in three related filings before the Water Council, namely, Docket No. 25-09 WC Appeal of FERC - 005 Vernon; Docket No. 25-10 Appeal of FERC-003 Wilder; and Docket No. 25- 11 WC, Appeal of FERC-004 Bellows Falls.

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 tax-exempt 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 screen shot from the DOJ Registered Charities List found at:

<https://mm.nh.gov/files/uploads/doj/remote-docs/registered-charities.pdf>

FINANCIAL DISCLOSURES

G. Check one the following:

- [X] 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

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

2. BALANCE SHEET

<u>Assets</u>		<u>Liabilities</u>	
<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>	\$	<u>Total Liabilities</u>	\$
<i>Pledges, grants, accounts receivable</i>	\$		
<i>All other assets</i>	\$		
<u>Total Assets</u>	\$		

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

Reg. No.	Charity Name	Address	City	State	Zip	Status	Report Due
15928	Concord Northeast Baseball & Softball League, Inc.	PO Box 1436	Concord	NH	03302-1436	X	11/15/2021
2271	Concord Police Benevolent Association	35 Green Street	Concord	NH	03301	G	11/14/2026
1324	Concord Public Library Foundation	PO Box 3957	Concord	NH	03302-2311	G	11/15/2026
1848	Concord Regional ARC, Inc.	PO Box 1173	Concord	NH	03302-1173	G	1/15/2027
5579	Concord Regional Crimeline, Inc.	PO Box 4031	Concord	NH	03302-4031	G	2/15/2027
10536	Concord Robotics Corporation	PO Box 2122	Concord	NH	03302	G	5/15/2027
5777	Concord Schools Friends of Performing Arts	170 Warren Street	Concord	NH	03301	G	12/15/2026
33858	Concord Skate Park Association	27 Branch Turnpike	Concord	NH	03301	G	5/15/2026
6699	Concord Trust for the Enhancement of Public Education	PO Box 636	Concord	NH	03302-0636	G	11/15/2026
5461	Concord Youth Hockey Association, Inc.	PO Box 682	Concord	NH	03302	G	1/15/2027
19349	Concord Youth Lacrosse Association, Inc.	PO Box 960	Concord	NH	03302-0960	G	11/15/2026
1164	Concord-Epsom Lodge #1210 of the BPOE	PO Box 1012	Epsom	NH	03234-1012	X	8/15/2021
11630	Concordia University	800 North Columbia Avenue	Seward	NE	68434	G	11/14/2026
34074	Concordia University (Chicago)	7400 Augusta Street	River Forest	IL	60305	G	11/14/2026
30656	Concordia University, St. Paul	1282 Concordia Avenue	St. Paul	MN	55104-5494	G	11/14/2026
11777	Concours Francais Richelieu	55 Head Street	Manchester	NH	03102	G	11/15/2026
11228	Concussion Legacy Foundation, Inc.	361 Newbury Street, 5th Floor	Boston	MA	02115	X	5/15/2020
13462	Conference Board, Inc.	875 Third Avenue, 9th Floor	New York	NY	10022-6600	G	11/15/2026
33564	Congo Leadership Initiative, Inc.	32 Rose St. Lancaster, NY 14086	Lancaster	NY	14086	G	11/14/2026
1238	Congress of Claremont Senior Citizens	Earl Bourdon Centre, 67 Maple Avenue	Claremont	NH	03743	G	9/14/2027
33524	Congress-Bundestag Youth Exchange Alumni Association	C/O 1800 Thibodo Road Suite 310	Vista	CA	92081	X	8/15/2023
33761	Congressional Communities, Inc.	409 High Drive	Laguna Beach	CA	92651	X	11/14/2025
31060	Congressional Hispanic Caucus Institute, Inc.	1128 16th Street, NW	Washington	DC	20036	X	5/15/2025
33107	Congressional Medal of Honor Society of the United States of America	40 Patriots Point Road	Mount Pleasant	SC	29464-4377	G	11/15/2026
18285	Congressional Prayer Caucus Foundation, Inc.	524 Johnstown Road	Chesapeake	VA	23322	X	11/15/2025
16299	Congressional Sportsmen's Foundation	110 North Carolina Avenue, SE	Washington	DC	20003	G	11/15/2026
31022	Connect A Pet New England	2186 NH Route 16	Albany	NH	03818	X	5/15/2021
11196	Connected Nation, Inc.	191 W. Professional Park Court	Bowling Green	KY	42104	G	11/15/2026
18970	Connecticut Children's Foundation, Inc.	282 Washington Street	Hartford	CT	06106	G	2/14/2026
32061	Connecticut River Artisan Group	PO Box 598	West Stewartstown	NH	03597	G	5/15/2027
5250	Connecticut River Joint Commissions	10 Water Street, Suite 225	Lebanon	NH	03766	G	11/15/2026
16637	Connecticut River Watershed Council, Inc.	15 Bank Row	Greenfield	MA	01301	G	11/14/2026
18845	Connecticut Valley Cal Ripken League, Inc.	180 Old Cheshire Turnpike	Walpole	NH	03608	X	1/15/2023

Mission Statement

Board approved in March 2024

The Connecticut River Conservancy restores and advocates for clean water, healthy habitats, and resilient communities to support a diverse and thriving watershed.

Expanded version (first sentence as mission statement + acronym+ details):

The Connecticut River Conservancy (CRC) restores and advocates for clean water, healthy habitats, and resilient communities to support a diverse and thriving watershed.

CRC has been a steward of the Connecticut River and tributary streams since 1952. Our programs include advocacy, aquatic invasive species management, dam removal, habitat restoration, migratory fish surveys, recreation, trash cleanups, and water quality monitoring.

Through collaborative partnerships in New Hampshire, Vermont, Massachusetts, and Connecticut, CRC leads and supports science-based efforts for natural and life-filled rivers from source to sea. We are uniquely positioned to leverage local, state, regional, and federal resources as an environmental nonprofit dedicated to the entire Connecticut River watershed.

Our values of inclusion, collaboration, resilience, and stewardship guide our ongoing work to address the climate crisis, biodiversity loss, and pollution. Together through community engagement and education, we're dedicated to ensuring equitable access and healthy rivers for all. Learn more at ctriver.org.

AUDITED FINANCIAL STATEMENTS

CONNECTICUT RIVER WATERSHED COUNCIL, INC.

Greenfield, Massachusetts

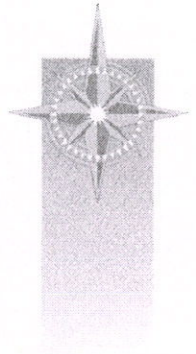
JUNE 30, 2024

Boisselle, Morton & Wolkowicz, LLP
Certified Public Accountants

CONNECTICUT RIVER WATERSHED COUNCIL, INC.

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Independent Auditors' Report

To the Board of Directors
Connecticut River Watershed Council, Inc.
Greenfield, Massachusetts

Opinion

We have audited the accompanying financial statements of Connecticut River Watershed Council, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2024, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Connecticut River Watershed Council, Inc. as of June 30, 2024, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Connecticut River Watershed Council, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Connecticut River Watershed Council, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Connecticut River Watershed Council, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Connecticut River Watershed Council, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Report on Summarized Comparative Information

We have previously audited Connecticut River Watershed Council, Inc.'s June 30, 2023 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated July 11, 2024. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2023, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated May 9, 2025, on our consideration of Connecticut River Watershed Council, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of this report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Connecticut River Watershed Council, Inc.'s internal control over financial reporting or on compliance. The report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Connecticut River Watershed Council, Inc.'s internal control over financial reporting and compliance.

Boisselle, Morton & Wolkowicz, LLP

Hadley, Massachusetts
May 9, 2025

CONNECTICUT RIVER WATERSHED COUNCIL, INC.

Statement of Financial Position

June 30, 2024

(with comparative totals for June 30, 2023)

	<u>2024</u>	<u>2023</u>
<u>Assets</u>		
Current assets		
Cash and cash equivalents	\$ 172,510	\$ 359,476
Contributions and grants receivable, due within one year	379,324	367,443
Prepaid expenses	36,589	40,440
Total current assets	<u>588,423</u>	<u>767,359</u>
Property and equipment, net	<u>694,326</u>	<u>712,689</u>
Other assets		
Assets held for sale	19,200	19,200
Investments	3,570,086	3,587,928
Contribution receivable, due after one year, net	724,959	
Total other assets	<u>4,314,245</u>	<u>3,607,128</u>
Total assets	<u>\$ 5,596,994</u>	<u>\$ 5,087,176</u>
<u>Liabilities and Net Assets</u>		
Current liabilities		
Line of credit	\$ 177,110	
Accounts payable and accrued liabilities	553,465	\$ 541,339
Security deposit payable	1,075	3,075
Current portion of long-term debt		1,333
Current portion of annuities payable	3,152	1,751
Total current liabilities	<u>734,802</u>	<u>547,498</u>
Long-term liabilities		
Annuities payable, less current portion	6,859	8,260
Total long-term liabilities	<u>6,859</u>	<u>8,260</u>
Total liabilities	<u>741,661</u>	<u>555,758</u>
Net assets		
Without donor restrictions	735,009	2,001,446
With donor restrictions	4,120,324	2,529,972
Total net assets	<u>4,855,333</u>	<u>4,531,418</u>
Total liabilities and net assets	<u>\$ 5,596,994</u>	<u>\$ 5,087,176</u>

The accompanying notes are an integral part of these financial statements.

CONNECTICUT RIVER WATERSHED COUNCIL, INC.

Statement of Activities

Year Ended June 30, 2024

(with comparative totals for the year ended June 30, 2023)

	2024			2023
	Without Donor Restrictions	With Donor Restrictions	Total	Total
Support and other revenue				
Contributions and grants	\$ 1,452,271	\$ 1,911,233	\$ 3,363,504	\$ 2,766,114
Special projects and fees	160,215		160,215	73,243
Rental income	26,875		26,875	26,675
Other income	5,758		5,758	9,124
Net assets released from restrictions	509,332	(509,332)		
Total support and other revenue	<u>2,154,451</u>	<u>1,401,901</u>	<u>3,556,352</u>	<u>2,875,156</u>
Expenses				
Program	2,271,609		2,271,609	2,041,085
Administration	839,451		839,451	566,374
Fundraising	469,379		469,379	339,397
Total expenses	<u>3,580,439</u>		<u>3,580,439</u>	<u>2,946,856</u>
Change in net assets before investment activity	<u>(1,425,988)</u>	<u>1,401,901</u>	<u>(24,087)</u>	<u>(71,700)</u>
Investment activity				
Investment income, net	49,173	24,500	73,673	56,466
Net realized gains on sales (losses)	3,014	21,559	24,573	(71,574)
Net unrealized gains in market value	107,364	142,392	249,756	281,627
Total investment activity	<u>159,551</u>	<u>188,451</u>	<u>348,002</u>	<u>266,519</u>
Change in net assets	<u>(1,266,437)</u>	<u>1,590,352</u>	<u>323,915</u>	<u>194,819</u>
Net assets, beginning of year	<u>2,001,446</u>	<u>2,529,972</u>	<u>4,531,418</u>	<u>4,336,599</u>
Net assets, end of year	\$ <u><u>735,009</u></u>	\$ <u><u>4,120,324</u></u>	\$ <u><u>4,855,333</u></u>	\$ <u><u>4,531,418</u></u>

The accompanying notes are an integral part of these financial statements.

CONNECTICUT RIVER WATERSHED COUNCIL, INC.

Statement of Functional Expenses

Year Ended June 30, 2024

(with comparative totals for the year ended June 30, 2023)

	2024				2023
	<u>Program</u>	<u>Administration</u>	<u>Fundraising</u>	<u>Total</u>	<u>Total</u>
Employee-related costs	\$ 1,117,530	\$ 512,917	\$ 405,290	\$ 2,035,737	\$ 1,478,951
Professional fees	862,288	144,530	16,390	1,023,208	1,024,658
Office supplies and expense	48,918	116,786	10,130	175,834	172,305
Travel	80,558			80,558	60,928
Publicity and outreach	66,096			66,096	36,878
Postage	4,562	2,710	32,852	40,124	18,052
Repairs and maintenance	25,195			25,195	27,406
Telephone	642	16,728	2,372	19,742	11,037
Staff meetings and training	3,203	12,303		15,506	16,912
Interest		14,969		14,969	2,036
Insurance	12,282			12,282	12,843
Printing, copying and media	6,625	937	2,345	9,907	17,435
Occupancy	485	8,901		9,386	22,663
Taxes, license and fees		6,361		6,361	4,128
Dues and subscriptions	2,911	187		3,098	9,065
Total expenses before depreciation	<u>2,231,295</u>	<u>837,329</u>	<u>469,379</u>	<u>3,538,003</u>	<u>2,915,297</u>
Depreciation	<u>40,314</u>	<u>2,122</u>		<u>42,436</u>	<u>31,559</u>
Total expenses	<u>\$ 2,271,609</u>	<u>\$ 839,451</u>	<u>\$ 469,379</u>	<u>\$ 3,580,439</u>	<u>\$ 2,946,856</u>

The accompanying notes are an integral part of these financial statements.

CONNECTICUT RIVER WATERSHED COUNCIL, INC.

Statement of Cash Flows
Year Ended June 30, 2024
(with comparative totals for the year ended June 30, 2023)

	<u>2024</u>	<u>2023</u>
Cash flows from operating activities		
Change in net assets	\$ 323,915	\$ 194,819
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities		
Depreciation	42,436	31,559
Net unrealized gains in market value of investments	(249,756)	(281,627)
Net realized (gains) losses on sales of investments	(24,573)	71,574
Change in discount on contribution receivable, due after one year	175,041	
Other changes in assets and liabilities		
Contributions and grants receivable	(911,881)	146,245
Inventory		8,552
Prepaid expenses	3,851	(30,585)
Accounts payable and accrued liabilities	12,126	237,924
Annuities payable		(1,051)
Security deposit payable	(2,000)	
Net cash (used) provided by operating activities	<u>(630,841)</u>	<u>377,410</u>
Cash flows from investing activities		
Proceeds from sale of investments	1,436,298	653,425
Purchases of investments	(1,144,127)	(1,662,816)
Purchases of property and equipment	(24,073)	(59,783)
Net cash provided (used) by investing activities	<u>268,098</u>	<u>(1,069,174)</u>
Cash flows from financing activities		
Net proceeds from line of credit	177,110	
Payments on note payable	(1,333)	(17,002)
Net cash provided (used) by financing activities	<u>175,777</u>	<u>(17,002)</u>
Net decrease in cash and cash equivalents	(186,966)	(708,766)
Cash and cash equivalents, beginning of year	<u>359,476</u>	<u>1,068,242</u>
Cash and cash equivalents, end of year	<u>\$ 172,510</u>	<u>\$ 359,476</u>
Supplemental disclosure of cash flow information:		
Interest paid	<u>\$ 14,969</u>	<u>\$ 2,036</u>

The accompanying notes are an integral part of these financial statements.

CONNECTICUT RIVER WATERSHED COUNCIL, INC.

Notes to Financial Statements

June 30, 2024

1. Summary of Significant Accounting Policies

- a. *Nature of Business:* Connecticut River Watershed Council, Inc., doing business as, Connecticut River Conservancy, herein as the "Council," is a membership supported, nonprofit, conservation organization dealing with land and water related environmental issues in the four state drainage area of the Connecticut River.
- b. *Tax Status:* The Council is exempt from federal and state corporate income taxes under Section 501(c)(3) of the Internal Revenue Code. The Council qualifies for the charitable contribution deduction under Section 170(b)(1)(A) and has been classified as an organization that is not a private foundation under Section 509(a)(2).
- c. *Basis of Accounting:* The financial statements of the Council are prepared on the accrual basis.
- d. *Financial Statement Presentation:* The net assets of the Council are reported in two classes based upon the presence or absence of donor restrictions. Net assets restricted by donors can be temporary in nature by being subject to stipulations imposed by donors and grantors or by being restricted by time of receipt of promises to give. These net assets will be released into net assets without donor restrictions when the Council carries out the donor or grantor stipulations or by the passage of time. Net assets restricted by donors are also due to endowments created by donors that restrict the corpus in perpetuity and allow only the earnings to be used by the Council. All other net assets are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Council.
- e. *Use of Estimates:* The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and revenues and expenses during the reporting period. Actual results could differ from those estimates.
- f. *Cash and Cash Equivalents:* The Council considers money market accounts and short-term investments with a maturity of less than three months to be cash equivalents.
- g. *Contributions and Grants Receivable:* Contributions and grants receivable are stated at the amount management expects to collect from outstanding balances. Management believes all the contributions and grants receivable at June 30, 2024 and 2023, are collectible. Therefore, there was no allowance for doubtful contributions and grants receivable at June 30, 2024 and 2023.

CONNECTICUT RIVER WATERSHED COUNCIL, INC.

Notes to Financial Statements (Continued)

June 30, 2024

1. Summary of Significant Accounting Policies (Continued)

- h. *Property and Equipment:* The cost, if purchased, and fair value, if donated, of property and equipment is capitalized. The Council follows the practice of capitalizing all expenditures for property and equipment in excess of \$1,000. Depreciation is computed by the straight-line method over the following useful lives:

Buildings and improvements	39 years
Boating equipment	10-15 years
Office equipment	3-5 years

- i. *Investments:* Investments are stated at market value. Money market accounts and other cash equivalents that are included in the Council's investment accounts are presented as investments in these financial Statements. Unrealized gains and losses are included in the change in net assets in the accompanying statement of activities.

- j. *Fair Value Measurements:* Accounting standards have established a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). Inputs to the valuation methodology for the three levels of the fair value hierarchy are described below:

Level 1	Unadjusted quoted prices for identical assets or liabilities in active markets. Market price is generally obtained from exchange or dealer markets.
Level 2	Quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in inactive markets; inputs other than quoted prices that are observable for the asset or liability; inputs that are derived principally from or corroborated by observable market data by correlation or other means.
Level 3	Unobservable and significant to the fair value measurement.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability. The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

CONNECTICUT RIVER WATERSHED COUNCIL, INC.

Notes to Financial Statements (Continued)

June 30, 2024

1. Summary of Significant Accounting Policies (Continued)

- k. *Resource Recognition:* Contributions and grants are recognized when the donor makes an unconditional promise to give to the Council. Contributions and grants with a right of return and measurable performance or other barriers are not recognized until the conditions on which they depend have been met. Contributions and grants that are restricted by the donor are reported as increases in net assets without donor restrictions if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in net assets with donor restrictions. When the Council satisfies the donor restriction, or the time restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions.

Membership dues, which are presented as contributions, are recognized when received and not adjusted for deferred memberships. The effect of not adjusting this is not considered material by management as membership revenue from year to year is fairly consistent.

Special projects and fees are recognized when the Council does laboratory tests or other administrative services.

Rental income is from the renting of space in the building the Council owns and operates in Greenfield, Massachusetts.

In-kind contributions are recorded at estimated fair value when received.

Other income, consisting mostly of sales of publications and merchandise, is recognized when inventory is sold.

- l. *Expense Allocation:* Expenses are charged to programs and supporting services on the basis of periodic time and expense studies. Administration and other supporting services include those expenses that are not directly identifiable with any other specific function but provide for the overall support and direction of the Council.
- m. *Comparative Information:* The financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Council's financial Statements for the year ended June 30, 2023, from which the summarized information was derived.
- n. *Gifts-in-Kind:* The Council's policy related to gifts-in-kind is to utilize the assets to carry out its mission. If an asset is provided that does not allow the Council to utilize it in its normal course of business, the asset will be sold at its fair market value as determined by appraisal or specialist depending on the type of asset.

CONNECTICUT RIVER WATERSHED COUNCIL, INC.

Notes to Financial Statements (Continued)

June 30, 2024

2. Contributions and Grants Receivable

Contributions and grants receivable, due within one year consisted of the following at June 30:

	<u>2024</u>	<u>2023</u>
National Fish and Wildlife Foundation	\$ 92,579	\$ 78,660
U.S. Fish and Wildlife Service	43,089	141,281
Massachusetts Department of Environmental Protection	75,000	60,883
Other contributions and grants	<u>168,656</u>	<u>86,619</u>
Total contributions and grants receivable	<u>\$379,324</u>	<u>\$367,443</u>

Contribution receivable, due after one year, net comprises a pledge from a single donor of \$900,000, net of a discount for present value. Management expects to receive this pledge in approximately \$100,000 payments per year through June 30, 2033. Management has recorded a \$175,041 discount for the present value of these future cash flows using a discount rate of 4.36%, equal to the ten year treasury rate at June 30, 2024.

3. Property and Equipment

Property and equipment consisted of the following at June 30:

	<u>2024</u>	<u>2023</u>
Building and improvements	\$1,106,610	\$1,098,315
Boating equipment	14,892	12,492
Office equipment	<u>78,313</u>	<u>64,935</u>
	1,199,815	1,175,742
Less accumulated depreciation	<u>505,489</u>	<u>463,053</u>
Total property and equipment	<u>\$ 694,326</u>	<u>\$ 712,689</u>

Depreciation expense was \$42,436 and \$31,559 for the years ended June 30, 2024 and 2023, respectively.

CONNECTICUT RIVER WATERSHED COUNCIL, INC.

Notes to Financial Statements (Continued)

June 30, 2024

4. Fee Interest and Conservation Easements

The Council holds fee interests or conservation easements on 3,523 acres of land in Connecticut, Massachusetts, Vermont, and New Hampshire as follows:

<u>Location</u>	<u>Acreage</u>
Fee interests – 1,178 acres	
Gill, MA	10.0
Norfolk, CT	990.0
Haddam, CT	50.0
Hebron, CT	128.0
Conservation easements – 2,345 acres	
East Hampton, CT	70.0
Hebron, CT	10.3
Marlborough & Hebron, CT	1,349.0
Gill, MA	29.0
Holyoke, MA	104.5
Plainfield, MA	42.0
Barre, MA	44.0
Dalton, NH	18.0
East Lempster, NH	36.0
Lyme, NH	553.3
North Charlestown, NH	40.4
Bondville, VT	18.5
Strafford, VT	30.0

These properties are held by the Council for either conservation purposes to protect habitat and open space or for future sale to realize revenue for the Council's operations. These properties were donated many years ago to the Council and are not recorded in these financial statements because the fair value is not readily determinable.

CONNECTICUT RIVER WATERSHED COUNCIL, INC.

Notes to Financial Statements (Continued)

June 30, 2024

5. Investments

Investments stated at Level 1 market value consisted of the following at June 30, 2024:

	<u>Cost</u>	<u>Market</u>	<u>Unrealized Gain (Loss)</u>
Money market accounts	\$ 508,750	\$ 508,750	
Corporate bonds	267,413	258,964	\$ (8,449)
Municipal bonds	291,653	249,011	(42,642)
Stocks	1,149,590	1,515,732	366,142
Exchange-traded funds	94,032	80,928	(13,104)
Mutual funds	746,981	770,868	23,887
Government securities	<u>185,065</u>	<u>185,833</u>	<u>768</u>
Total	<u>\$3,243,484</u>	<u>\$3,570,086</u>	<u>\$326,602</u>

Investments stated at Level 1 market value consisted of the following at June 30, 2023:

	<u>Cost</u>	<u>Market</u>	<u>Unrealized Gain (Loss)</u>
Money market accounts	\$ 832,050	\$ 832,050	
Corporate bonds	148,351	137,830	\$ (10,521)
Municipal bonds	403,381	360,756	(42,625)
Stocks	1,241,423	1,405,950	164,527
Exchange-traded funds	94,140	80,847	(13,293)
Mutual funds	662,032	665,842	3,810
Government securities	<u>104,264</u>	<u>104,653</u>	<u>389</u>
Total	<u>\$3,485,641</u>	<u>\$3,587,928</u>	<u>\$102,287</u>

Fair values for investments were determined by reference to quoted market prices and other relevant information generated by market transactions.

6. Charitable Gift Annuities

The Council administers gift annuities. A gift annuity provides for regular annuity payments to the grantor for a specific period of years. The portion of the annuity attributable to the present value of the future benefits to be received by the grantor is recorded as a liability by the Council. The amount of this liability was \$10,011 at both June 30, 2024 and 2023.

CONNECTICUT RIVER WATERSHED COUNCIL, INC.

Notes to Financial Statements (Continued)

June 30, 2024

7. Line of Credit

The Council has a commercial line-of-credit arrangement with a bank which provides for borrowing up to \$250,000; interest rate is at the bank's Base or Prime lending rate (8.50% at June 30, 2024). The line of credit is secured by a first priority mortgage on the Council's building in Greenfield, Massachusetts. There was \$177,110 outstanding on the line of credit at June 30, 2024. There was no amount outstanding on the line of credit at June 30, 2023.

8. Long-Term Debt

The Council had a note payable to a bank, due in monthly installments of \$1,376 including interest equal to the bank's prime rate (8.25% at June 30, 2023), until August 2023. This note was secured by a first mortgage interest on the Council's building in Greenfield, Massachusetts. The total amount due within one year was \$1,333 at June 30, 2023. The note matured in August 2023 and was paid in full by the Council.

9. Restrictions on Net Assets

Net assets with donor restrictions consisted of \$359,378 and \$317,914 in the Spaulding Pond Trust fund and \$1,502,346 and \$889,678 in various contributions and grants that were restricted to a specific purpose by the donor or grantor and were not completed as of June 30, 2024 and 2023, respectively.

Net assets restricted by donors creating an endowment at June 30, 2024 consisted of \$1,432,162 in the Mary S. Shaub Fund and \$826,438 in the newly created Robin and Eileen Wood Fund. At June 30, 2023, net assets restricted by donors creating an endowment consisted of \$1,322,380 in the Mary S. Shaub Fund. Investments in these fund are to be held indefinitely, the income from which can be used by the Council.

10. Contingencies

The Council receives support from government contracts. The contracts permit the contractor to audit both the financial operation of the contract and compliance with terms of the contract agreements. Such audits could result in the disallowance of some costs. Liabilities resulting from these audits, if any, will be recorded in the period in which the amount of the liability is ascertained.

11. Concentration

For the year ended June 30, 2024, contributions and a pledge from a single donor comprised 25% of total contributions and grants. The pledge from this donor comprises the entirety of contribution receivable, due after one year, net as of June 30, 2024. There were no significant concentrations of contributions and grants or contributions and grants receivable as of and for the year ended June 30, 2023.

CONNECTICUT RIVER WATERSHED COUNCIL, INC.

Notes to Financial Statements (Continued)

June 30, 2024

12. Available Resources and Liquidity

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date, comprise the following at June 30:

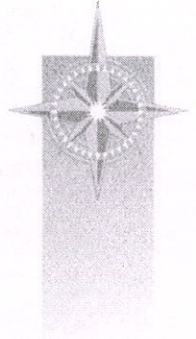
	<u>2024</u>	<u>2023</u>
Cash and cash equivalents	\$172,510	\$359,476
Contributions and grants receivable	379,324	367,443
Less those with donor restrictions	<u>(103,015)</u>	<u>(132,572)</u>
Total financial assets available for general expenditures within one year	\$ <u>448,819</u>	\$ <u>594,347</u>

As part of the Council's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due.

The Council also has a \$250,000 line of credit from a bank that is available, if needed, to meet short-term liquidity needs.

13. Subsequent Events

Management has evaluated subsequent events after the statement of financial position date of June 30, 2024, through May 9, 2025, the date on which the financial statements were available to be issued, and concluded that no additional disclosures were required.



**Report on Internal Control Over Financial Reporting and on
Compliance and Other Matters Based on an Audit of Financial Statements
Performed in Accordance with *Government Auditing Standards***

Independent Auditors' Report

To the Board of Directors
Connecticut River Watershed Council, Inc.
Greenfield, Massachusetts

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Connecticut River Watershed Council, Inc. (a nonprofit corporation), which comprise the statement of financial position as of June 30, 2024, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated May 9, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Connecticut River Watershed Council, Inc.'s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Connecticut River Watershed Council, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of the Connecticut River Watershed Council, Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Connecticut River Watershed Council, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Boisselle, Morton & Wolkowicz, LLP

Hadley, Massachusetts
May 9, 2025

Connecticut River Conservancy
FY 2025 Income Statement
July 1, 2024 - May 31, 2025
Budget Vs. Actual Comparison

	FY 2025 Budget - July 1 2024 - May 31, 2025	FY 2025 Income Statement July 1, 2024 - May 31, 2025 - Actual	FY 2025 Budget (12 Month)	FY 2025 Projection (12 Month)
Operating Revenue				
Grant Revenue	4,429,946	2,603,736	4,832,668	2,946,546
Contributions	694,375	994,698	757,500	1,059,587
Program Revenue	45,833	226,927	50,000	214,537
Other Income	17,417	445,494	19,000	444,874
Total Operating Revenue	5,187,571	4,270,855	5,659,168	4,665,544
Sales Revenue (net)				
Sales	4,583	2,026	5,000	2,370
Cost of Goods Sold	2,292	-1,458	-2,500	-1,705
Total Sales Revenue (net)	2,292	568	2,500	665
Total Revenue	5,189,862	4,271,424	5,661,668	4,666,209
Expenditures				
Personnel Expenses	2,068,000	2,110,653	2,256,000	2,249,383
Program Expenses	2,259,583	1,360,592	2,464,999	1,521,617
Professional Fees	487,760	486,640	532,102	549,588
Supplies	247,520	77,172	270,022	80,638
Telephone	9,167	21,074	10,001	24,657
Postage & Shipping	8,250	19,996	9,000	20,816
Occupancy	22,917	15,742	25,001	16,944
Maintenance & Repairs	19,892	31,179	21,701	36,480
Conferences, Conventions Travel, Meetings	30,708	27,732	33,499	29,229
Printing & Publications	17,304	50,050	18,877	58,267
Dues & Subscriptions	4,583	5,221	4,999	6,050
Miscellaneous	13,750	34,237	15,000	40,057
Total Expenditures	5,189,434	4,240,288	5,661,200	4,633,725
Net Revenue Over Expenditures	429	31,136	468	32,484

CONNECTICUT RIVER WATERSHED COUNCIL, INC. - DBA CONNECTICUT RIVER CONSERVANCY
BOARD OF TRUSTEES - FY 2026

Name (State)	Position	Phones / Email	Home Address	Work Address	Elected
TRUSTEE OFFICERS					
Leslie Harris (MA)	Chair	[REDACTED]	[REDACTED]	[REDACTED]	2021*
Steve Gephard (CT)	Vice-chair	[REDACTED]	[REDACTED]	[REDACTED]	2021*
Tim Lewis (CT)	Secretary	[REDACTED]	[REDACTED]	[REDACTED]	2022*
Candace Damon (VT)	Treasurer	[REDACTED]	[REDACTED]	[REDACTED]	2/2025

Terms are for Fiscal Year: * Elected on ballot at Annual Meeting ** Appointed mid-year by Board to fill a vacancy *** Year off (1y) 10th year special term
Updated: February 2026

For questions about this list, or to report errors, please email our offices at grc@ctriver.org or call (413) 772-2020 x208

CONNECTICUT RIVER WATERSHED COUNCIL, INC. - DBA CONNECTICUT RIVER CONSERVANCY
BOARD OF TRUSTEES - FY 2026

TRUSTEES				
Janet Darity (MA)	Trustee	[REDACTED]	[REDACTED]	11/2024
David Deen (VT)	Trustee	[REDACTED]	[REDACTED]	2017 (H) 2023*
			[REDACTED]	
R. Paul Detwiler (NH)	Trustee	[REDACTED]	[REDACTED]	2/2026
Robert Dryfoos (CT)	Trustee	[REDACTED]	[REDACTED]	2/2026
Geoffrey Habron (VT)	Trustee	[REDACTED]	[REDACTED]	11/2024
Tony Judge (MA)	Trustee	[REDACTED]	[REDACTED]	2018** 2021*
Lucas McDiarmid (MA)	Trustee	[REDACTED]	[REDACTED]	2024
Christine Palm (CT)	Trustee	[REDACTED]	[REDACTED]	11/2024
			29 East Liberty Street, Chester, CT 06412	
Michael Simpson (VT)	Trustee	[REDACTED]	[REDACTED]	11/2024
Robert Sproull (MA)	Trustee	[REDACTED]	[REDACTED]	2018** 2021*
Silas Wyper (NH)	Tuck Board Fellow	[REDACTED]		2025

Terms are for Fiscal Year: * Elected on ballot at Annual Meeting ** Appointed mid-year by Board to fill a vacancy *** Year off (1y) 10th year special term
Updated: February 2026

For questions about this list, or to report errors, please email our offices at ctrc@ctriver.org or call (413) 772-2020 x208

REBECCA J. BUDD

QUALIFICATIONS SUMMARY

Staff lead for six active dam removal projects. Completed two dam removals and one culvert replacement since 2023, supported six additional projects in various phases of development and implementation. Experience with rare and sensitive species project requirements.

EDUCATION

UNIVERSITY OF MASSACHUSETTS, Amherst, MA

Unoccupied Aircraft Systems (UAS) Certificate

Pilot and operate unoccupied aerial systems, mission planning, aerial imagery production. Certified Pilot since 2024.

Wetland Assessment and Field Techniques

Massachusetts wetland regulations, classification, delineation and mapping, functional assessment, condition assessment, wildlife habitat evaluation, vernal pool identification. Spring 2019.

WESTFIELD STATE UNIVERSITY, Westfield, MA

Geographic Information Systems Certificate

Advanced coursework with geographic information systems. Independent study mapping dragonfly habitat using survey data from the Natural Heritage and Endangered Species Program and the Nature Conservancy's Northeast Aquatic Habitat Classification System. May 2018.

UNIVERSITY OF NEW HAMPSHIRE, Durham, NH

Master of Science in Natural Resources

Studied geographic information systems, digital image processing, aerial photography, and statistics. Conducted fieldwork in Pawtuckaway State Park, Nottingham, NH.

DARTMOUTH COLLEGE, Hanover, NH

Bachelor of Arts in Psychology

EXPERIENCE

Connecticut River Conservancy, Greenfield MA

2021-Current

Restoration Program Manager

- Oversees the development, design/permitting, implementation and funding for restoration projects with a focus on the southern portion of the watershed in Connecticut and Massachusetts. Issues RFP's, contracts engineering firms, orders trees, and coordinates with project partners.
- Manages a grant portfolio in excess of \$1M.
- Coordinates with municipal, state, federal and other NGO partners to identify and develop priority restoration projects (ex. River Restoration Network/Save the Sound, West River Collaboration, Wood Turtle Habitat Restoration and Outreach Project).
- Provides GIS analysis and mapping support for grant applications and special projects. Maintains current ArcPro licenses and datasets as the GIS administrator/manager.
- Develops and maintains an accurate, current, and complete record of all planned and on-going restoration projects to include their location, ownership, project elements, budgets, and schedules in an appropriate database in coordination with other staff.
- Assists staff with procedures and workflows for the on-boarding of prospective restoration projects and respond to inquiries about potential projects.
- Assists in the development of annual restoration budget in coordination with the Director of Programs.
- Conducts routine meetings with restoration staff to review current projects, strategize about potential new projects, coordinates field season needs and staff coverage, and holds quarterly meetings to facilitate communication with other staff who are involved in restoration projects.

Restoration Project Manager

- Assisted with project development, fundraising, grant administration, budgeting, and implementation of dam removals, riparian buffer plantings, and bank stabilization projects.
- Continued outreach and project development for Wood Turtle habitat restoration.
- GIS mapping support for grant applications and special projects.

Ron Rhodes

[REDACTED]

[REDACTED]

[REDACTED]

Experience



Director of Programs

Connecticut River Conservancy

Feb 2024 - Present

Oversee and lead the strategic direction of the organization's aquatic invasive species, migratory fish, recreation/access, restoration, and water quality monitoring programs in all four watershed states, including supervising five program managers.



Director of Restoration Programs

Connecticut River Conservancy

Nov 2020 - Feb 2024 (3 years 4 months)

Oversee and lead the strategic direction of the organization's aquatic and riparian habitat restoration programs throughout the watershed in NH, VT, MA and CT. Responsible for overseeing all foundation and agency fundraising in coordination with all CRC staff who maintain a restoration portfolio. Serve as the driver for determining short and long-range restoration program funding opportunities.



Interim Executive Director

Connecticut River Conservancy

Oct 2022 - Oct 2023 (1 year 1 month)



River Steward

Connecticut River Conservancy

Sep 2011 - Nov 2020 (9 years 3 months)

Responsible for all aspects of river restoration projects in New Hampshire and Vermont.

Partner with towns, farmers and other private landowners, state and federal agencies, and other non-profit organizations. Coordinate volunteer events (river cleanups, tree plantings, invasive plant removals etc.). Provide legislative testimony on natural resources issues, and present at various conferences

and meetings (including "Creating Partnerships to Successfully Remove Deadbeat Dams" at the 2018 Northeast Association of Fish & Wildlife Agencies annual conference).

Accomplishments include 9 dam removals and 3 culvert replacement projects opening 253 miles to aquatic organism passage; nearly 30,000 native trees and shrubs planted on 39 acres; and securing/managing more than \$2.5 million in grants and contractors.

Education



Wittenberg University BA, Political Science & Economics, 1985-1989