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New Hampshire
Department of Agriculture,
Markets & Food

Shawn N. Jasper, Commissioner

March 18, 2022

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire State Conservation Committee (SCC) to enter into a grant with Upper Saco Valley Land Trust, Conway NH, Vendor Code: 265745 in the amount of \$14,375 for the *Strategic Conservation Plan Update* project in Carroll County, effective upon Governor and Council approval through April 30, 2024. **100% Other Funds.**

Funding is available in account, Soil Conservation, in Fiscal Year 2022 and 2023 and is anticipated to be available in Fiscal Year 2024, upon the continued appropriation of funds in the future operating budget as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

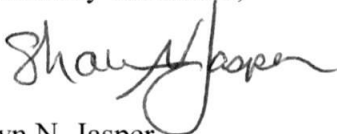
02-18-18-184500-28600000 SOIL CONSERVATION

<u>CLASS-ACCOUNT</u>	<u>DESCRIPTION</u>	<u>FY2022</u>	<u>FY2023</u>	<u>FY2024</u>	<u>TOTAL</u>
073-500581	Grants – State	\$7,700	\$6,000	\$675	\$14,375

EXPLANATION

The State Conservation Committee (SCC) in fulfillment of its responsibilities under the Conservation Number Plate grant program, RSA 261:97-c III(a), wishes to provide grant funds to Upper Valley Land Trust to perform certain tasks as enumerated in Exhibit B for the purposes of developing a strategic conservation plan to provide conservation guidance for the Upper Saco River Valley communities. The SCC is confident that the grantee possesses the necessary staff and resources to effectively carry out the duties imposed by this grant.

Respectfully submitted,



Shawn N. Jasper
Commissioner

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name State Conservation Committee		1.2 State Agency Address P.O. Box 2042 Concord, NH 03302	
1.3 Contractor Name Upper Saco Valley Land Trust Vendor Code: 265745		1.4 Contractor Address P.O. Box 2233 Conway, NH 03818	
1.5 Contractor Phone Number 603-662-0008	1.6 Account Number <div style="font-size: 1.2em; font-family: cursive;">2860-073</div>	1.7 Completion Date 4/30/2024	1.8 Price Limitation \$14,375.00
1.9 Contracting Officer for State Agency Deirdre Brickner-Wood, SCC Grant Administrator		1.10 State Agency Telephone Number 603-271-3551	
1.11 Contractor Signature <div style="font-size: 1.5em; font-family: cursive;">[Signature]</div> Date: Mar. 11, 2022		1.12 Name and Title of Contractor Signatory Doug Burnell President	
1.13 State Agency Signature <div style="font-size: 1.5em; font-family: cursive;">[Signature]</div> Date: 3/23/22		1.14 Name and Title of State Agency Signatory Shawn N. Jasper Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: /s/ Stacie M. Meeser On: March 30, 2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials
 Date 3/11/22

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision 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 Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor 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 cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default 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 Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 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.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials SOB
Date 5/11/22

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) 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. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **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 given in blocks 1.2 and 1.4, herein.

17. **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 Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **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.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **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 with respect to the subject matter hereof.

**Exhibit A
Special Provisions**

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

**Exhibit B
Scope of Services**

The Upper Saco Valley Land Trust shall perform the following tasks as described below and detailed in the proposal titled *10-year Strategic Conservation Plan Update* in Carroll County, NH, dated September 10, 2021:

Task 1. Complete GIS-based conservation mapping. Provide documentation.

Task 2. Complete construction of Arc online interactive maps and story maps, and stakeholder engagement including municipal representatives and general public. Provide documentation of maps, story books and outreach.

Task 3. Complete the following:

- a. Complete Strategic Plan. Conduct public outreach meetings to stakeholders including Towns and the general public to share mapping tools and plan information. Provide documentation of outreach. Provide documentation of outreach and public awareness program, including relevant publications. All outreach materials produced for public distribution shall include the NH State Conservation Committee Moose Plate logo and acknowledgment the project was funded by the NH State Conservation Committee Conservation Moose Plate Grant Program.
- b. Provide at least one project photograph (JPG) for NH State Conservation Committee use.
- c. Install and display, as appropriate to the project, the NH State Conservation Committee Moose Plate sign, provided by the NH State Conservation Committee. Provide a dated photograph of displayed sign.
- d. Submit final report in the NH State Conservation Committee format provided. Submit the final report and all attachments as instructed by the State Conservation Committee.

Subcontract Provision

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

**Exhibit C
Contract Price and Method of Payment**

All services shall be performed to the satisfaction of the NH State Conservation Committee (SCC) before payment is made. All payments shall be made upon receipt and approval of stated outputs and completion of the project.

Payment shall be made in accordance with the following schedule based upon completion of specific tasks described in Exhibit B:

Upon Completion and SCC approval of Task 1	\$ 4,000.00
Upon Completion and SCC approval of Task 2	\$ 3,700.00
Upon Completion and SCC approval of Task 3	\$ 6,675.00
Total	\$14,375.00

Contractor Initials DOB
Date 3/11/22

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that UPPER SACO VALLEY LAND TRUST is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 15, 2000. 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: 359278

Certificate Number: 0005701535



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of March A.D. 2022.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name:	UPPER SACO VALLEY LAND TRUST	Business ID:	359278
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	09/15/2000	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	09/15/2000		
Principal Office Address:	111 MAIN STREET, Conway, NH, 03818, USA	Mailing Address:	PO BOX 2233, Conway, NH, 03818, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2020
		Next Report Year:	2025
Duration:	Not Stated		
Business Email:	info@usvlt.org	Phone #:	NONE
Notification Email:	info@usvlt.org	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	Other Services (except Public Administration)	Environment, Conservation and Wildlife Organizations
2	OTHER / REAL & PERSONAL PROPERTY BOTH TANGIBLE OR INTANGIBLE	

Principals Information

Name/Title

Business Address

Mark Dindorf / Vice President

PO Box 411, Harts Location, NH, 03812, USA

Rick Jenkinson / Secretary

PO Box 416, Intervale, NH, 03845, USA

Rebecca McReynolds / Treasurer

PO Box 334, Conway, NH, 03818, USA

Ann Bennett / Director

27 Cross Road, Intervale, NH, 03845, USA

Peter Benson / Director

PO Box 224, Jackson, NH, 03846, USA

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Registered Agent Information

Name: Not Available

Registered Office Not Available

Address:

Registered Mailing Not Available

Address:

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number Trademark Name

Business Address

Mailing Address

No records to view.

Filing History

Address History

View All Other Addresses

Name History

Shares

Businesses Linked to Registered Agent

Return to Search

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

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

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CERTIFICATE of AUTHORITY

I, Susan C. Nichols (Certifying Officer Name), Secretary
(Certifying Officer Title) of the Upper Saco Valley Land Trust (Grantee Name)
do hereby certify that:

1. I am the duly elected Secretary (Certifying Officer Title);
2. At the meeting held on this date Feb 10, 2022, the Upper Saco Valley Land Trust (Grantee Name) voted to accept New Hampshire State Conservation Committee funds and enter into a contract with the New Hampshire State Conservation Committee, Department of Agriculture, Markets and Foods;
3. The Upper Saco Valley Land Trust (Grantee Name) further authorized the President (Officer Title) to execute any documents which may be necessary for this contract;
4. This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
5. The following person has been appointed to and now occupies the office indicated in (3) above:

Douglas C. Burnell
Print (Officer Name)
President
Print (Officer Title)

6. I have hereunto set my hand as the

Susan C. Nichols
Sign (Certifying Officer Name)
3/11/2022
Date Signed:

Susan C. Nichols
Print (Certifying Officer Name)
Secretary
Print (Certifying Officer Title)

BOARD MEETING MINUTES

UPPER SACO VALLEY LAND TRUST

February 10, 2022

Zoom Virtual Meeting

Board Members present: Sue Nichols, Doug Burnell, Ann Bennett, Anne Pillion, Lindsay Kafka, Meghan Moody, Megan-Mack Nicholson, Tucker Gordon, Peter Benson, Alex Drummond, Jim Hastings and Dan Stepanauskas,

Board Members absent: Mark Dindorf

Staff present: William Abbott (briefly)

Doug Burnell called the meeting to order at 5:30 pm

Doug explained that the meeting is being held earlier than originally planned for two reasons – the first being that William’s last day is on February 11th and the second reason is to discuss the hiring of an interim director.

William explained that there are two time sensitive votes that need to be taken in the meeting under the Land Committee. The first vote will be in regards to the Jockey Cap matching funds and the second vote is on the “Moose Plate” SCC grant contract.

William stated that he wished the timing of his departure would have been better and that the Hiring Committee has been working extremely hard. William restated that he will be in the area and plans to still be involved in ACP. Several members thanked him for his work. His personal email is abbott.william@gmail.com and his cell number remains the same. (William left the meeting.)

- **Approval of consent agenda and January 2022 board meeting minutes:** Jim made the motion to approve the agenda and the minutes of the January 17th, 2022 board meeting minutes. **Jim moved to approve the minutes and consent agenda. Peter seconded the motion. The motion passed unanimously.**
- **Treasurer’s Report:** Jim reported that income for the month of January was significant due to a \$50,000 donation along with donations made at the end of 2021. **Sue made the motion to accept the treasurer’s report. Anne P seconded the motion. The motion passed unanimously.**
- **2022 Budget:** Jim presented the 2022 budget. The conservative budget shows an increase of \$65,000 over the 2021 budget. There is a significant increase in membership income along with net income from timber sales. Jim will add in an amount for the interim director. Jim also budgeted for ACP and FOTS. Ann B stated that the decision regarding FOTS will be made by the Interim Director. A decision needs to be made within the next 60-90 days. Discussion followed and Ann B stated that the income

for both ACP and FOTS would realistically be less but to keep it as proposed in the budget. Peter stated that we should not be expecting local restaurateurs to donate as they have previously have consideration of the past two years of Covid. Jim suggested that eliminating FOTS income and decreasing ACP by half. Meghan stated that she prefer eliminating income from ACP. Ann suggested that FOTS be budgeted Ann suggested that income be budgeted for a "summer celebration". Jim proposed to eliminate FOTS income, but rather have a line item for events with income in October. Peter stated that we need to reconsider what we want FOTS to become in terms of the type of event. The significant change in expenses include budgeting for a Development Associate staff position to start in July at \$20.00 an hour. Ann B explained the responsibilities of the position. Timber sales are budgeted at \$43,000 (net gross) which Jeff felt was reasonable. **Sue made the motion to approve the 2022 budget as presented. Anne P seconded the motion. The motion passed unanimously.**

- **Ratify switch in representation/ CPA firm:** USVLT will save at least \$10,000 per year utilizing the firm of Rowley & Associates. Jim believes the audit process will be much smoother and more detailed than in previous years, in addition to costing significantly less. **Peter made the motion to hire Rowley and Associates to conduct USVLT's annual audit. Sue seconded the motion. The motion was passed unanimously.**
- **Check signing authority/ contractual obligations policy:** William's last day of work is on February 11, 2022. Jim would like to remove William's check signing authority on the internet banking accounts as of 2/11. Only Aimee and Jim will have authorization to sign. Jim reviews the status of the accounts every two to three days. **Megan made the motion to have Jim remove William's access to the internet banking accounts at Northway Bank and Bank of America as of 2/11/2022. Dan seconded the motion. The motion passed unanimously.**

LAND COMMITTEE

- **Land Committee meeting minutes:** Doug asked if there were any specific questions regarding the minutes from the 2/1/22 meeting. There is one correction to the minutes regarding the Ham Foundation application. Ann B asked for clarification regarding the encroachments on the Dundee project. And whether some of them would delay the closing of the project. Doug stated that there were numerous different encroachments including a stone wall, which is going to be described as part of the landscape. Hopefully, the Beal family will deal with the encroachments prior to the transfer to property to TPL. Potentially the issue of encroachments could delay the closing of the project, but Doug is hoping all will be addressed in a timely manner.
 - **Ham Foundation application for the Jockey Cap project:** Due to the timing of the of the Land Committee meeting, the Board needs to retroactively approve the Ham Foundation application for the Jockey Cap project. The application is for \$25,000 for improvements. **Sue made the motion to approve the application to Ham Foundation for the Jockey Cap project. Peter seconded the motion. The motion passed unanimously.**
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- **Review of Marquis Kent Hill stewardship fund contribution budget:** The Marquis family donated the easement on Kent Hill along with making a generous donation to the capital campaign. USVLT is also in the middle of negotiating the donation of another easement. (The Kent Hill easement is being used as a significant match for the Dundee Project.) A stewardship fund contribution of \$12,300 would come directly from the capital campaign funds. **Dan made the motion to approve the contribution of \$12,300 from the capital campaign funds to the stewardship fund. Anne P seconded the motion. The motion passed unanimously.**
- **Jockey Cap LWCF:** The Town of Fryeburg has been awarded approximately \$148,358 towards the purchase of half of Jockey Cap. USVLT will send a letter to the Town stating that it will provide the required match of \$148,359 for the LWCF funding. The Board needs to approve an amended purchase and sales agreement with the Town of Fryeburg. The new amendment states that the purchase price is \$250,000 along with funds(\$46,717) for improvements through grant funds and donations. LWCF and Rob Levin (USVLT's attorney) have approved the amendment. Peter questioned whether Fryeburg has discussed any stewardship concerns. Doug stated that USVLT has committed to address stewardship issues through the conservation easement. **Jim moved to approve the amendment; Peter seconded the motion. The motion passed unanimously.**
- **Approval of the Certificate of Authority for SCC "Moose Plate":** USVLT has received a "Moose Plate" grant to fund the Strategic Conservation Planning overhaul. Various forms need to be signed in order to receive the funding. **Dan made the motion to have Sue Nichols, Secretary, sign the Certificate of Authority granting Doug Burnell, President, permission to enter into a contract for the SCC grant. The grant will fund the Strategic Conservation Planning overhaul. Peter seconded the motion. The motion passed unanimously.**

DEVELOPMENT COMMITTEE

- **Meeting Minutes:** Ann Bennett asked if there were any specific questions regarding the minutes from the 2/9/22 meeting.
- **Easement Explorations:** Thanks to Megan Mack for a great exploration on February 5th and thanks to Peter for hosting the March 12th event for donors. The "regular" easement series will start in April. We are also implementing a waiver for participants and requesting that we have two leaders at each event for safety reasons.
- **Annual Report:** The annual report is in process. The report may be the same length in year's past - however, there will be two additional pages of donors and most likely less script.

SACO COMMITTEE

- **Board Education: Upcoming workshops:**
Workshop - Board Boot Camp (MA Land Trust Coalition) - 5-part webinar series on Tuesday evenings, February 15th through March 15th, from 6-7pm. See email from William dated 1/25. **We are registered** for ALEX, JIM, MACK - and one extra spot (from Mark)

Upcoming conference - Maine's Land Trust Conference - <https://www.mltn.org/conference/> - 9 dates throughout March (see website). **We are registered.**

Upcoming conference -- NH's Saving Special Places - Friday and Saturday April 1st and 2nd. <https://savingspecialplaces.org/> (details coming soon). Key note speakers Robin Wall Kimmerer and Carolyn Finney. **We are a sponsor and get one discounted ticket at \$45**

Aimee can pay and register those who are interested in participating.

- **Board Positions:** Anne stated that currently there are 13 board members. If Anne, Peter and Mark leave the board, there will be three open positions. Several people from Fryeburg, Brownfield, Bartlett and Jackson were mentioned. Please let Anne know if you know any of the people mentioned. Only one position immediately could be filled should Mark resign from the board before May.
- Doug outlined the steps taken by the ED hiring committee over the past month and the related outcomes. He stated that members of the committee have met briefly with Mark Dindorf and would like to offer him a nine month contract on February 14th. Following the meeting, should Mark accept the position, an email vote by the Board to ratify the contract would be necessary. Lindsay made the motion to offer Mark Dindorf the position of Interim Executive Director. Sue seconded the motion. The motion passed unanimously.

NEW BUSINESS

- Doug has had an informal discussion with Gary McDonald of the Conway Historical Society. The Society will be utilizing the building more in the immediate future. They may be requesting an increase in rent. Also they are interested in installing an overhead projector system in the large conference room and are curious if USVLT would have any use (and interest in helping pay) for such a system.

The next meeting is scheduled for March 21, 2022.

The meeting adjourned at 7:10 PM.

Submitted
Susan C. Richards
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/23/2022

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 # 0C36861 Chantilly-Alliant Ins Svc Inc. 4530 Walney Rd Ste 200 Chantilly, VA 20151-2285	CONTACT NAME: Anna Hill PHONE (A/C, No, Ext): (703) 397-0977 FAX (A/C, No): (703) 397-0995 E-MAIL ADDRESS: <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width:20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Great Northern Insurance Company</td> <td style="text-align: center;">20303</td> </tr> <tr> <td>INSURER B : Federal Insurance Company</td> <td style="text-align: center;">20281</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Great Northern Insurance Company	20303	INSURER B : Federal Insurance Company	20281	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															
INSURED Upper Saco Valley Land Trust PO Box 2233 Conway, NH 03818															

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
							AMOUNT	DESCRIPTION
A	<input checked="checked" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			36059919	8/1/2021	8/1/2022	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="checked" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER:							
<input checked="checked" type="checkbox"/>	<input type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC					
	OTHER:							
A	AUTOMOBILE LIABILITY			36059919	8/1/2021	8/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person)	\$
	<input checked="checked" type="checkbox"/> HIRED AUTOS ONLY	<input checked="checked" type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="checked" type="checkbox"/> UMBRELLA LIAB	<input checked="checked" type="checkbox"/> OCCUR		9365-10-61	8/1/2021	8/1/2022	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 1,000,000
	<input type="checkbox"/>	<input type="checkbox"/>	DED				RETENTION \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			71777114	8/1/2021	8/1/2022	<input checked="checked" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	\$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

CERTIFICATE HOLDER NH State Conservation Committee PO Box 2042 Concord, NH 03302-2042	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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