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New Hampshire
Department of Agriculture,
Markets & Food

Shawn N. Jasper, Commissioner

June 18, 2020

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 the Ausbon Sargent Land Preservation Trust Vendor Code 166648-B001, in the amount of \$24,000.00 for *Sawyer Brook Headwaters* in the Town of Grantham, Sullivan County, effective upon Governor and Council approval through April 30, 2022. 100% Other Funds.

Funding is available in account, Soil Conservation, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified, pending FY21 budget approval.


Funding is available in the Conservation Number Plate account as follows:
02-18-18-184500-28600000 SOIL CONSERVATION

<u>OBJECT CLASS</u>	<u>ACCOUNT</u>	<u>FY 2021</u>	<u>TOTAL</u>
073-500581	Grants – State	\$24,000	\$24,000.00

EXPLANATION

The State Conservation Committee (SCC) in fulfillment of its responsibilities under the Conservation Number Plate grant program, RSA 261:97-c III(a), wishes to provide grant funds to the Ausbon Sargent Land Preservation Trust to perform certain tasks as enumerated in Exhibit B for the purposes of permanently protect 385-acre parcel protecting a unique array of natural, historic, and recreational resources. 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 Ausbon Sargent Land Preservation Trust VC 166648-B001		1.4 Contractor Address P.O. Box 2040 New London, NH 03257	
1.5 Contractor Phone Number 603-526-6555	1.6 Account Number <i>2860 0000</i>	1.7 Completion Date 4/30/2022	1.8 Price Limitation \$24,000.00
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 <i>Deborah Stanley</i> Date: <i>4-10-20</i>		1.12 Name and Title of Contractor Signatory Deborah Stanley Executive Director	
1.13 State Agency Signature <i>Shawn N. Jasper</i> Date: <i>5/7/2020</i>		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: <i>Erik Bal</i> On: <i>7/2/2020</i>			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials *DS*
Date *4-10-20*

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, 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 Ausbon Sargent Land Preservation Trust shall perform the following tasks as described below and detailed in the proposal titled *Sawyer Brook Headwaters* in the Town of Grantham, Sullivan County, NH, dated September 15, 2019:

Task 1: Permanently protect 385-acres, more or less, through the purchase of a conservation easement on the property known as the Sawyer Brook Headwater Parcel property, located in the Town of Grantham, NH.

- a. Provide the following for the 385-acre, more or less, property:
 - i. Recorded Fee deed to the Town of Grantham.
 - ii. Recorded Conservation Easement deed.
 - iii. Executive summary of property appraisal.
 - iv. Property Settlement Statement for fee purchase and conservation easement donation.
 - v. Executive summary and signatory acknowledgement of the conservation easement Baseline Documentation Report.
 - vi. Verification of the Stewardship Endowment financial commitment for the conservation easement property. Provide a copy of the Stewardship Endowment policy.
- b. Implement outreach and public awareness program, provide documentation of relevant publications. All outreach materials produced for public distribution shall include the NH State Conservation Committee Moose Plate logo and acknowledgment the project was funded by the NH State Conservation Committee Conservation Moose Plate Grant Program.
- c. Provide at least one project photograph (JPG) for NH State Conservation Committee use.
- d. 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.
- e. Submit final report in the NH State Conservation Committee format provided. The final report and all attachments shall be submitted in paper copy and on a USB flash drive or CD-ROM.

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	\$24,000.00
Total	\$24,000.00

CERTIFICATE of AUTHORITY

I, Frances Harris, Board Chair of the Ausbon Sargent Land Preservation Trust do hereby certify that:

1. I am the duly elected Board Chair;
2. The Ausbon Sargent Land Preservation Trust has agreed to accept New Hampshire State Conservation Committee funds and to enter into a contract with the NH State Conservation Committee, Department of Agriculture, Markets and Foods;
3. The Ausbon Sargent Land Preservation Trust further authorized the Executive Director 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:

Deborah Stanley, Executive Director

IN WITNESS WHEREOF, I have hereunto set my hand as the Board Chair of the Ausbon Sargent Land Preservation Trust on April 10, 2020

Frances Harris

Frances Harris, Board Chair

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this the 10th day of April, 2020, before me Andrew Deegan the undersigned officer, personally appeared Frances Harris who acknowledged herself to be the Board Chair of the Organization being authorized so to do, executed the foregoing instrument for the purpose therein contained. In witness whereof, I have set my hand and official seal.

Andrew Deegan

Notary Public Signature

Commission Expiration Date: (Seal)



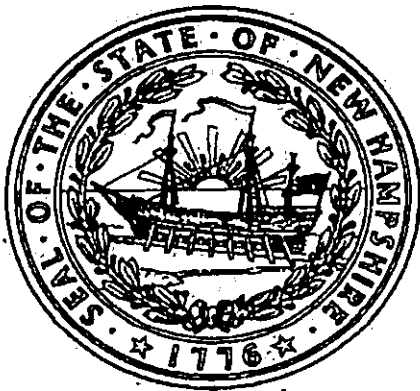
State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE AUSBON SARGENT LAND PRESERVATION TRUST is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 25, 1987. 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: 118727

Certificate Number: 0004877285



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2020.

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

William M. Gardner
Secretary of State



AUSBSAR-01

ELEWIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/1/2020

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: Edeye Lewis PHONE (AG, No, Ext): (703) 397-0977 FAX (AG, No): E-MAIL ADDRESS: edeye.lewis@alliant.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Federal Insurance Company	20281	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURED Ausbon Sargent Land Preservation Trust PO Box 2040 New London, NH 03257-2040																					

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			3535-20-77 EUC	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ Included
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			3535-20-77 EUC	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			7975-66-69	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E. EACH ACCIDENT \$ E. DISEASE - EA EMPLOYEE \$ E. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Grant: From the Conservation License Plate Grant Program

CERTIFICATE HOLDER New Hampshire State Conservation Committee Attn: Dea Brickner-Wood PO Box 2042 Concord, NH 03302	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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Ausbon Sargent Land Preservation Trust
Board of Trustees Meeting
September 19, 2018 - 7:30 AM

Present: Steve Allenby, Sue Andrews (Recorder), Kathy Carroll, Joe DiClerico (Secretary), Charlie Foss, Ginny Gwynn, Frances Harris (Vice Chair), Jeff Hollinger, Doug Lyon (Chair), Martha McLeod, Susan Nooney (Treasurer), Jim Owers, Debbie Stanley (Executive Director) and Suzanne Tether. Guest: Mike Quinn (incoming Treasurer 10/28/18).

Excused: Peter Fichter and Graham McSwincy.

Doug thanked Martha, Steve, Susan, Charlie and Peter for serving on the board. He also thanked Jim for all the many hours of work he put in on the Bike Event. Doug reminded everyone of the joint cocktail party at the Knowlton House with the LSPA and the Fellis from 5:30 to 7:30 on Thursday. Our organizations have quite a bit of overlap with members. This will be an opportunity to cultivate partnerships. We collaborated with LSPA on Red Water Creek and Stoney Brook.

Vote: It was moved and seconded to approve the minutes of the July 18, 2018 meeting. The motion passed unanimously.

Treasurer's Report:

2018 was a great year. We ended the year with about a \$294,000 surplus. \$86,000 was from our business accounts and the remainder from our investments.

The audit is going very well and is right on schedule. It will be available for the Annual Meeting. They have not proposed any new controls.

The 8/31/18 balance sheet is growing due to the strength of the stock market. The Profit and Loss report shows a loss which is ordinary for this time of year. We are tracking right where we expected to be. The loss will be offset when the memberships start coming in.

Executive Committee Report:

It is a requirement of Standards and Practices that the Board do some kind of evaluation as a group every year and do individual evaluations every third year. This year the committee would like the Board members to fill out a questionnaire regarding Board meetings. The questionnaires were distributed and should be returned by 9/30/18. Retiring Board members are asked to fill them out as well.

Executive Director's Report:

The Annual Meeting is coming up on October 28th at 3pm. Debbie asked for a show of hands of who will be unable to attend. Suzanne, Steve and Joe all may not make it. Kristy will be contacting Board members about their Bios.

Accreditation is starting, but we received word that they are behind schedule and so we have been shifted to Round 1 of 2020. During 2019, policies and descriptions will be discussed to make sure they are current.

Leadership Report:

Frances thanked all those who are going off the Board for their service. She informed the Board that Aimee Ayers has agreed to join the Board.

Investment Committee:

Doug reported that investments are up about \$150,000 since June 30th. The committee rebalanced the investments recently. Our performance has been good against the various benchmarks.

The question was asked, if we had a claim with TerraFirma, where would the \$5,000 deductible come from. It would come out of the Enforcement Fund.

The Land Action Fund is up to about \$50,000. This money is held in cash equivalents for land projects.

Development Committee:

The Development Committee reviewed the Income and Development Plan and made some wording changes. A sub-committee will be meeting to work on the Market Study for the Strategic Plan.

The committee discussed possible replacement events for the Bike Randonnee, including a bike tour involving some easement properties and some food. Debbie pointed out that any event really should be tied to our mission. Ginny reported on the Star Lake Farm Tree Farm Award event which will be October 13. Registration is required and will be \$15 for adults. Ausbon Sargent will have a display. The Dragonfly Hike and the Simpson Hike were very successful.

Membership Committee:

The renewal letters are ready to go out and Board members have been given letters to put notes on.

The Young Professionals group will have a joint meeting with us next week on Thursday from 5:30 – 6:30 pm at Clark Lookout.

Seymour made two appearances this summer, at the Hospital Day parade and the Sunapee Sestercentennial parade.

The joint art show that was held in July with the Center for the Arts was successful. Ausbon Sargent was able to get many members to attend the party. We hope to hold a wrap up meeting at some point. We need to weigh whether the amount of staff time and volunteer resources we used was worth it. Debbie reiterated that we need to see if it benefits our mission. It was a good networking opportunity and good exposure to the public.

Lands Committee:

Jim Owers presented the information about the Dillon Investments property in Grantham. It is 385 acres, owned by a timber company in Maine. The Town of Grantham was hoping to get a purchase and sale agreement signed, but have not been able to do so yet. The Conservation Fund is willing to buy the property and hold it until we can raise the funds to pay them back. The company was interested in selling because the biomass plants were being shut down, but now that the Governor's veto was overturned, they may want to hang on to it.

Andy joined the meeting at 8:25.

The land abuts Corbin Park and has very good wildlife habitat. Grantham would raise \$300,000 and we would have to raise about \$120,000 most of which would come from LCHIP. Grantham will have a special town meeting to appropriate the money in October, but they will not hold it unless they have a signed P&S by Sept 20.

It was moved (Doug Lyon) and seconded (Jim Owers) that the Board of Trustees authorize the Executive Director and the Chairman, to accept with gratitude, (with the understanding that it may fall through), a grantee interest in a conservation easement on approximately 385 acres of land owned by Dillon Investment, on Walker Road in Grantham, contingent on:

- 1. receipt by the Ausbon Sargent of a recorded or recordable survey of the property in accordance with Ausbon Sargent's Survey Guidelines;*
- 2. inclusion of public passive non-commercial outdoor recreation use in the conservation easement;*
- 3. Successful vote by the Town of Grantham for up to \$300,000 for the project;*
- 4. Successful additional fundraising, including LCHIP, for the difference between the funds raised by the town and the total project cost.*
- 5. successful hazardous waste check;*
- 6. clear title; and*
- 7. approval as to form by Ausbon Sargent's legal counsel.*

The motion passed unanimously.

Daniels:

This property is in Warner, adjacent to some land owned by Gerry Courser. The land is landlocked but the owner is negotiating for a right of way. They want there to be no logging on the land, but have agreed to allow timber removal for disease, trail maintenance, invasive species or natural disaster clean up, but it could not be converted to agricultural land. It is 125 acres and has been surveyed. There is a large beaver wetland. This land is highest ranked for wildlife habitat and is resilient. There would not be much cost related to this.

Vote:

It was moved (Doug Lyon) and seconded (Jim Owers) that:

the Board of Trustees authorize the Chairman, to accept with gratitude, a grantee interest in a conservation easement on approximately 125 acres of land owned by Trudy and Wayne Daniels, on Pumpkin Hill Road in Warner, including reserved right to restrict logging on the property, contingent on:

- 1. receipt by the Ausbon Sargent of a recorded or recordable survey of the property in accordance with Ausbon Sargent's Survey Guidelines;*
- 2. inclusion of public passive non-commercial outdoor recreation use in the conservation easement;*
- 3. granting of a permanent right of way over an adjacent parcel to guarantee permanent access to the property;*
- 4. successful hazardous waste check;*
- 5. clear title;*
- 6. approval as to form by Ausbon Sargent's legal counsel.*

The motion passed unanimously.

Management plan for McLeod and Roby:

These two properties are adjacent and should be managed together. There is not good access to the land and much of it is very wet.

Vote: It was moved (Doug Lyon) and seconded (Charlie Foss) to approve the management plan for the McLeod Preserve and Roby Preserve. The motion passed unanimously.

Project Updates:

Brown: They will be paying off the mortgages instead of subordinating them.

Payne: The survey is done. Andy will have the legal description done by the end of the week.

Sherrill: The property is not completely surveyed but some is, so hopefully the cost will not be too high. The town will help with the cost.

O'Neill: the Sutton CC is willing to help with the landowner's costs up to \$10,000. We are waiting for the survey.

Stewardship:

The Board moved to Executive Session at 8:55 am.

The Board came out of Executive Session at 9:13 am.

Vote:

It was moved (Doug Lyon) and seconded (Frances Harris) to authorize the Executive Director and Officers to proceed to enforce the Baldwin/Garzia easement as required by Ausbon Sargent's responsibilities, including filing an injunction or other litigation, while expressing at the same time our willingness to continue to work with the Attorney General and the landowner to obtain an appropriate amendment.

The motion passed unanimously.

The November Board meeting will be Wednesday, November 14.

The meeting adjourned at 9:15 AM.

Respectfully submitted,

Joseph DiClerico, Secretary

Sue Andrews, Recording Secretary