



Connecticut River Conservancy

Since 1952, we have worked to protect your rivers from source to sea so everyone can enjoy them. Our rivers belong to all of us. We are their voice. This means we find environmental problems and fix them, across all four river states. We run community river cleanups. We remove deadbeat dams. We plant trees. We protect and restore wildlife. We speak up on behalf of your rivers.

BOARD OF TRUSTEES MEETING FRIDAY, SEPTEMBER 7, 2018

New Trustee orientation 10:00 – 11:00
Board meeting 11:00 – 2:30

Olver Transportation Center
12 Olive Street
Greenfield, MA



NOTE ON PARKING – The parking garage project is almost complete, but will not be open by the meeting. Use the Court House lot at the intersection of Olive and Hope Street at the top of the hill from the Olver Transportation Center (the star icon on the map). Other lots that provide all day parking are behind Wilson’s Department Store off Chapman Street on Main Street. It is the green rectangular lot. The lot behind Town Hall also has four hour parking. See map below.



New Trustee Orientation 10:00 – 11:00

AGENDA

New Trustees orientation

10:00 – 11:00

History of organization & program priorities

Strategic plan: 2017 – 2022

Staffing

Board organization & committee structure

Review of finances & internal controls

Board Meeting 11:00 – 2:30 AGENDA & MEETING DETAILS

LUNCH

- Buffet lunch provided. Let Aliko know if you have any preferences or limitations not otherwise on file. We are happy to accommodate any and all requests. Aliko can be reached at afornier@ctriver.org / 413-772-2020 x207

Board of Trustees meeting

11:00 – 2:30

<u>AGENDA ITEM</u>	<u>TYPE</u>	<u>MATERIAL IN PACKET</u>	<u>PERSON</u>
<u>A. Welcome & meeting overview (5)</u>	DISCUSSION	No	Melody
<u>B. Executive Session (20)</u>	DISCUSSION	No	Melody
<u>C. Consent Calendar (5)</u> <ul style="list-style-type: none">• Minutes of May 1, 2018 meeting• Minutes of June 16, 2018 annual meeting• Contracts signed / fiscal sponsorship• Grants report• Eversource license agreement for King's Island campsite• Morgan Stanley Board resolution re officers	DECISION	Yes	Melody
<u>D. 2018 Source to Sea Cleanup (20)</u> <ul style="list-style-type: none">• Focus on solutions & increasing engagement• Trustee engagement & participation	INFORMATION	No	Stacey/Angie
<u>F. Lunch (30)</u> <ul style="list-style-type: none">• Screening of "Source to Sea Jump-in Journey 2017"			
<u>G. Financial and Internal Controls (15)</u> <ul style="list-style-type: none">• Overview of what is currently on the books	DISCUSSION	No	Kate

<u>H. Finance report (10)</u>	DECISION	Yes	Kate/Andy
<ul style="list-style-type: none"> • Finance report – Year-end FY 18 & YTD FY 19 • Fall fundraising campaign • Capital campaign 		Yes No No	Kate/Andy Corey Corey
<u>I. Land Conservation Program report (20)</u>	DECISION	No	Dave
<ul style="list-style-type: none"> • Spaulding Pond sale – delegation to Executive Committee 			
<u>J. Strategic Plan implementation (10)</u>	DISCUSSION	No	Andy
<ul style="list-style-type: none"> • Dashboard check-in 			
<u>K. Hydropower relicensing - UPDATE (20)</u>	DISCUSSION	No	Andy
<ul style="list-style-type: none"> • Advancing an ambitious idea for relicensing 			

NEW TRUSTEE ORIENTATION DETAIL

While this is an offer to the three new Trustees, any Board member is more than welcome to attend. Andy and Melody will be touching on a variety of topics outlined in the agenda, but this is also as much an opportunity to ask questions and let staff and your fellow Trustees what you need to get situated in your role here.

Materials for this part of the day are available at the Board's web page: <https://www.ctriver.org/about-us/>

BOARD AGENDA DETAIL

We will have conference call-in capacity for those who cannot make the meeting. Alikei will confirm who is calling in prior to the meeting.

CONFERENCE CALL-IN

641-715-3580
119111#

B. EXECUTIVE SESSION

This is a standing item to be used as you all see fit.

C. CONSENT CALENDAR

The only item you may not have seen before is the Eversource License Agreement. While dry reading, it is a terrific achievement. This is five years of work to get Eversource to give permission to construct a Paddlers' Trail campsite on Kings Island in Enfield, CT. AMC has built the site and we will be the stewards.

D. SOURCE TO SEA CLEANUP

Staff will give you a run-down of the many new elements of this year's event. Better infrastructure for volunteers, better infrastructure to have people sign up directly with us, and advocacy solutions to stop trash before it starts.

E. LUNCH

The film chronicle of last year's Source to Sea Jump-in Journey is finally done. We'll have a showing of this short video as lunchtime entertainment.

F. FINANCIAL AND INTERNAL CONTROLS

Our new by-laws obligate regular review of our financial controls so that the Board is aware of how they work and that they are current and appropriate. This will be a quick run-down of current policies and what our Treasurer thinks about next steps.

G. FINANCE REPORT

We'll report on FY 18 year-end as well as how things are going this fiscal year-to-date.

H. DEVELOPMENT REPORT

Corey and Colleen will give a brief run down on the fall campaign – its our Lyme to Lyme Initiative – as well as spend a bit more time on the Campaign for our Rivers. Things are moving along well! As we've mentioned in the monthly board updates we will be talking about the Board's participation in the Campaign.

I. LAND CONSERVATION PROGRAM

The committee has been very active helping Andy move things forward. He will update folks on transfer work in VT and NH that is picking up steam, but the major item will be an update on the Spaulding Pond sale and a proposed decision to delegate the Executive Committee to respond to any purchase offers.

J. STRATEGIC PLAN IMPLEMENTATION

The dashboard report is enclosed in the packet as an overview of progress. Andy will highlight a few items on the dashboard.

K. HYDROPOWER RELICENSING

Good advocacy means being thoughtful, doing your homework, and expanding the envelope on possible solutions or outcomes. We'll explain some of our recent ideas on how energy storage and distributed generation can help leverage better ecological outcomes. And a few notes about recreational improvements that are bubbling up from the grass roots.

CONNECTICUT RIVER CONSERVANCY

Board of Trustees Meeting
 May 11th, 2018
 11am – 2:30pm
 Olver Transportation Center
 Greenfield, MA

ATTENDEES

Trustees: Liz Austin, Bob Moore, Melissa Ocana, Humphrey Tyler (phone), David Mears (phone), Tim Keeney, Dave Hewitt, Ron Poltak, Annette Spaulding, Astrid Hanzalek (phone), Melody Foti (phone), John Sinton.

Absent: Lora Wondolowski, Kate Putnam

Staff: Andy Fisk, Phil Girton, Corey Kurtz, Aliko Fornier, Colleen Bent.

B. EXECUTIVE SESSION

B. BOARD DISCUSSION

Following the Executive Session the board continued to discuss both their role in setting policy for the organization as well as their particular observations regarding the language used in the recent email campaign that focused on the EPA and Scott Pruitt. There was general consensus that the two hashtags used language that was too pointed and directed at a person rather than at the environmental problems at hand. There was particular discussion about whether an advocacy message seeking to have a Cabinet-level official fired would require Board approval. There was not resolution of this particular question, but staff noted that they had sufficient guidance on any further messaging around the EPA and the current administration's policies. The Board agreed that this question of where it sets policy is one that should be continued and that the Chair would ask several Trustees to set out a plan for how that would happen at future meetings.

C. CONSENT CALENDAR

MOTION: To accept the items as submitted. Keeney/Moore on the motion;
 unanimous.

D. ADOPTION OF FY 19 BUDGET

Andy presented the Fiscal year 2019 budget as recommended by the Finance Committee. There was discussion on the revenue targets, expenses, and policy initiatives. The board discussed grants and their assignments. There was discussion on overall budget and the capital budget.

MOTION: To accept FY 19 Budget as recommended by the finance Committee. Moore/Poltak on the motion; unanimous.

E. NOMINATIONS FOR FY 19 TRUSTEES & OFFICERS

The board discussed the Trustee candidates for election at the annual meeting. They went over Tom Ciardelli and Neftali Duran’s past experiences, ongoing careers and accomplishments.

MOTION: to accept the candidacy of Tom Ciardelli and Neftali Duran as Trustees for election and Liz Austin, Humphrey Tyler, Tim Keeney, and Melissa Ocana at the Annual Meeting June 16th 2018. Moore/Keeney on the motion; unanimous.

There was discussion about a third trustee candidate, Payton Shubrick, and potentially adding her to the slate of candidates after a decision by the Nomination Committee.

MOTION: to accept Payton Shubrick candidacy if put forward by the Nomination Committee, will be added to the slate for the June 16th annual meeting. Poltak/Moore on the motion, unanimous

The board discussed the slate of officers of the board of trustees for election, after the annual meeting. Current slate of officer:

- Chair: Melody Foti
- Vice Chair: Dave Hewitt
- Treasurer: Kate Putnam
- Secretary: Humphrey Tyler

MOTION: To accept the slate of officers of the Board of Trustees for election after the Annual Meeting June 16th, 2018. Moore/Keeney on the motion; unanimous.

G. BY LAWS REVISIONS

The Board discussed and revised the By Laws. The following edits were made in Article VI, paragraph 2:

“The Vice Chair ~~shall~~ may also serve as Chair of a ~~standing~~ advisory committee excepting the Finance Committee and shall perform such duties as assigned by the Board or by the Chair of the Board.”

MOTION: To accept the revised by laws and any incidental grammatical changes made following review by the Board at this meeting, for vote by the general membership at the annual meeting June 16th, 2018. Poltak/Keeney on the motion; unanimous.

H. FINANCE & DEVELOPMENT REPORT

Andy presented the financial report. Corey Kurtz updated the board on the spring appeal status. Colleen Bent confirmed gifts from donors were received, and some had even increased thanks to trustees assigned to them. The board were also informed on the results of Valley Gives, and were thanked for their matches. 75% of trustees contacted their respective donors and big donors still need to be contacted.

Andy and Corey discussed the capital campaign with the board, and the process staff is following for the upcoming projects. The board was informed of two lead gifts for the capital campaign, and the filling of the staff positing for Major Gifts position to implement the capital campaign. Andy also went over the upcoming capital campaign plans and projects, which include new heating system, insulation, re-roofing new HVAC system and solar panels on the roof in the CRC facilities.

MOTION: Poltak/Keeney on the motion to accept the finance report as submitted; unanimous

I. LAND CONSERVATION PROGRAM REPORT

Andy and Dave Hewitt presented the discussions of the LCP committee with regard to the Spaulding pond dam reconstruction. The committee will continue to evaluate ways to move the dam reconstruction forward.

J. STRATEGIC PLAN IMPLEMENTATION

In the place of reviewing the strategic plan dashboard report Andy updated the board on our work to support the Connecticut River Paddlers' Trail. We will be sending out a solicitation on behalf of the trail, at their request, in order to raise funds for stewardship of the trail. In the following months staff will work with other trail partners to develop a strategic framework for growth and staffing of the trail. There was discussion about updating the Boating Guide and integrating maps and online resources in the next edition. John and Wendy Sinton will be involved in the next edition, along with other authors.

K. HYDROPOWER RELICENSING

Andy and Andrea Donlon reviewed the current status of the Connecticut river hydropower relicensing and our various advocacy strategies.

The meeting was adjourned at 2:30pm

Prepared by: Aliko Fornier and Andrew Fisk
Reviewed by: Humphrey Tyler

CONNECTICUT RIVER CONSERVANCY

MINUTES

Annual Membership Meeting & Board of Trustees meeting
12:00 – 3:00, Saturday, June 16, 2018
Retreat Farm, Brattleboro VT

At the Annual Membership meeting of the corporation in addition to several presentations, awards, and celebration, the members present unanimously voted in acceptance of the revised By Laws as well as the following Trustees who were put in nomination at its regularly scheduled board meeting on May 11, 2018:

- **Liz Austin** (re-election of current Trustee)
- **Humphrey Tyler** (re-election of current Trustee)
- **Tim Keeney** (re-election of current Trustee)
- **Melissa Ocana** (re-election of current Trustee)
- **Tom Ciardelli** (election of new Trustee)
- **Neftali Duran** (election of new Trustee)
- **Payton Shubrick** (election of new Trustee)

ATTENDING: Trustees: Liz Austin, Melody, Foti, Dave Hewitt, Robert Moore, Humphrey Tyler, Lora Wondolowski, Melissa Ocana, Annette Spaulding, and Payton Shubrick.
Absent: David Mears, Kate Putnam, Tim Keeney, Tom Ciardelli, Neftali Duran, and Ron Poltak.
Staff: Andrew Fisk, Phil Gilfeather-Girton, Angela Chaffee, Stacey Lennard, Corey Kurtz, Kathy Urffer, Andrea Donlon, Ron Rhodes, Alicea Charamut, Marion Griswold, Colleen Bent, Ryan O'Donnell, and Aliko Fornier

The Trustees in attendance voted unanimously by show of hands to elect the following slate of Officers:

- Melody Foti, Chair
- Dave Hewitt, Vice Chair
- Lora Wondolowski, Secretary
- Kate Putnam, Treasurer

The meeting adjourned at 3:00 pm.



CONNECTICUT RIVER WATERSHED COUNCIL

The River Connects Us

15 Bank Row, Greenfield, MA 01301 crwc@ctriver.org www.ctriver.org

CONTRACTS SIGNED May 2018 - August 2018

Contractor	Service	Amount	Funding	Type	Term
Fitzgerald Environmental Associates, LLC	Construction Ready Design Plans for Kidder dam removal	\$9,000.00	Unknown-On hold	Engineering	09/30/2018
Inter-Fluve Inc	Engineering Contract dated 11/16/2017 Amendment	\$17,333.00	VT ANR FY17.35	East Putney Brook Dam Removal Study	12/01/2018
Horizon Engineering	Engineering Contract #17085 Amendment	\$15,000.00	NHCF FY17.30	Engineering	06/30/2018
Scapes Builders	Karlan—Green River-Guilford VT	\$39,930.00	NRCS FY18.37	Contractor	10/31/2018
SeVWA	Water Quality Coordination	\$3,850.00	Revenue contract		10/31/2018
Stone Environmental	Construction Ready Design Plans fo Stonecipher Farm Bank Stabilization	\$13,100.00	NFWF FY17.05	Engineering	09/30/2018
George Wagner Construction	Erosion control E Burke Dam	\$1,000.00	NHCF	Construction	07/15/2018
Robert L Fuller Inc	Cold Brook Dam Removal	\$1,000.00	NFWF FY17.05	Construction	10/01/2018
Charlie & Arlene White Columbia, NH	White Farm Restoration work	\$1,612.00	Revenue contract		06/22/2018
JAMROG HVAC	Air Source Heat Pumps	\$89,910.00	Amelia Peabody FY18.20; Capital Campaign	Construction	9/15/2018
Rainmaker Consulting	Fundraising Coaching	\$38,400.00	Operating	Consulting	09/30/2019

ACTIVE FISCAL SPONSORSHIPS As of August 2018

Project	Balance	Term of sponsorship	Notes
Friends of the Silvio O. Conte Nat'l Wildlife Refuge	\$48.12	9/2011 -	
Mill River Greenway	\$1,686.13	3/2017 – 3/2019	
Landowners for License Compliance	\$0.00	3/2011 -	
Greenfield Tree Committee	\$3,321.90	6/2014 -	
Chicopee4Rivers Watershed Council / Keith Davies	\$4,566.02	3/2015 -	

MASSACHUSETTS
413-772-2020

LOWER VALLEY
860-704-0057

UPPER VALLEY
802-869-2792

NORTH COUNTRY
802-457-6114

GRANT STATUS REPORT - MAY 2018 to AUGUST 2018
CONNECTICUT RIVER CONSERVANCY

CURRENT GRANTS		Requested	Awarded
Phase 2 of building improvements - roof repair, insulation, expansion	Beveridge Family Foundation, The	50,000	20,000
Hydropower relicensing - technical expertise support: 2 year award	Canaday Family Charitable Trust	62,475	62,475
Dam removal planning & implementation	Conservation Alliance, The	50,000	45,000
SEP - Oxbow Marina	Conservation Law Foundation - SEP payments	15,000	15,000
Bill Willard SEP for MA restoration or wq projects	Conservation Law Foundation - SEP payments	25,000	25,000
Supplemental environmetnal project funding - Chicopee River watershed	Conservation Law Foundation - SEP payments	22,000	22,000
Restoration in VT & NH: dams and mussels	deCoizart Article TENTH Perpetual Charitable Trust, Sarah K.	99,960	100,000
Dam Removal Engineering (Match: 06120FY16374)	Dextra Baldwin McGonagle Foundation	29,615	29,615
2018 Water Chestnut Strategy	Environmental Professionals' Organization of Connecticut (EPOC)	3,000	3,000
Advocacy Support in Connecticut 2017	Gryphon Fund	10,000	10,000
Water chestnut removal in Log Pond Cove 2018	Holyoke Gas & Electric	10,000	10,000
LCP property transfers	Jane's Trust	120,000	100,000
VT advocacy work 2018 - hydropower and pollution solution	Lintilhac Foundation	24,580	24,490
SeVWA & DRWA work in southern VT to find & fix environmental problems	Lintilhac Foundation	11,125	5,000
Collaborative Citizen Science for Healthier Rivers	Mascoma Bank Foundation	10,000	4,000
Mussel Restoration - Year 3	Massachusetts Environmental Trust	40,000	30,000
Mussel Restoration & Citizen Science - Year 2	Massachusetts Environmental Trust	40,500	40,500
WQ Monitoring - LIS and nutrients in CT River Basin	Nat'l Fish & Wildlife Foundation - LIS Futures Fund	65,283	39,532
Habitat connectivity and resiliency in Haverhill, NH	Nat'l Fish & Wildlife Foundation	98,456	65,000
7 Dam Removals opening 140 miles of Brook trout habitats	Nat'l Fish & Wildlife Foundation	199,165	199,165
Water Quality Monitoring in on CT River Tribs - Equipment support	New England Water Environment Association	1,500	1,500
Hydropower relicensing in NH - full proposal	NHCF - Community Grants Program, Unrestricted Grant	20,000	20,000
Clark Brook dam removals	NHCF - Mitigation & Enhancement Fund	149,500	149,500
NRCS cost-share project	NHCF - Mitigation & Enhancement Fund	129,375	59,225
Norwich Reservoir Dam Removal	NHCF - Mitigation & Enhancement Fund	247,802	247,802
Restoration & Monitoring post East Burke dam removal	NHCF - Mitigation & Enhancement Fund	25,300	25,300
30% engineering design for Harvey's Lake dam removal	NHCF - Mitigation & Enhancement Fund	5,000	5,000
Product Stewardship work - Tires	Patagonia - Corporate Grants	20,000	12,000
Improve 15 Bank Row durability, functionality, and air quality	Peabody Charitable Fund, Amelia	75,000	50,000
Hydropower relicensing	Putnam Foundation	83,700	40,000
Citizen science - river herring and nutrient monitoring	Robert F. Schumann Foundation	5,000	5,000
Water Chestnut Event and Pulls	Rockfall Foundation	5,000	3,500
Long Island Sound RCPP - TA funding for resiliency projets	USDA/NRCS	100,000	100,000
Clark Pond dam removal via EQIP	USDA/NRCS	99,000	99,927
Long Island Sound Regional Conservation Partnership Program	USDA/NRCS	1,250,000	638,438
CT River Watershed RCPP	USDA/NRCS	855,000	425,000
Lanata dam removal, East Putney Brook, Westminster, VT	USFWS / Partners for Fish & Wildlife Program	137,000	137,000

new

USFWS Cooperative Agreement F13AAC00693	USFWS / Partners for Fish & Wildlife Program	40,000	190,566	
Beaver Brook Wilmington VT riparian restoration project development	Vermont Agency of Natural Resources - DEC Watershed Grants	3,500	3,500	
CLIMATE CHANGE ADAPTATION ADVOCACY	Vermont Community Foundation High Meadows Fund	90,000	88,000	
Aquatic Organism Passage in VT	Vermont Fish & Wildlife	26,000	86,000	
Lull's Brook Buffer, Hartland, VT	VT ANR ERP funding	15,113	15,113	new
Green River Guilford VT restoration & easement	VT ANR ERP funding	31,200	8,140	
Prelim Engineering for Harvey Lake dam removal	VT ANR ERP funding	31,978	31,978	new
Norwich Reservoir Dam Removal	VT ANR ERP funding	287,545	287,545	
Karlan- Mason Riparian buffer planting	VT ANR ERP funding	2,165	2,165	
Deerfield River Restoration - project development	VT ANR ERP funding	5,737	5,737	
WQ Monitoring - Whetstone Brook VT	VT DEC/ANR	8,290	8,290	
Regional Collaboration in SE Vermont	Windham Foundation	10,000	5,000	new
		=====	=====	
	TOTAL ACTIVE	\$ 4,224,234	\$ 3,134,423	

PENDING GRANTS

3 year unrestricted for program and operations	NHCF - Community Grants Program, Unrestricted Grant	60,000	
Habitat Restoration - CT and Western MA	Wiederhold Foundation, John T and Jane A	250,000	
NE Forests and Rivers Fund - Riparian, instream habitat, and water quality project	Nat'l Fish & Wildlife Foundation	199,672	
Fenwick Living Shoreline - design and permitting	Nat'l Fish & Wildlife Foundation - LIS Futures Fund	56,739	
2019 Citizen Science Programs for Connecticut	The Hoffman Foundation - Maximilian E and Marion O	20,000	
2019 Citizen Science Programs in Connecticut	The Bydale Foundation	5,000	
Norwich Reservoir dam removal, Charles Brown Brook, Norwich, VT	Patagonia - World Trout Initiative	6,000	
Citizen Science Work in Connecticut	Hartford Foundation for Public Giving - Donor Advised Invitation	25,000	
		=====	
	TOTAL PENDING	\$ 622,411	

GRANT APPLICATIONS IN PROGRESS OR PLANNED

Water Chestnut Monitoring	American Canoe Association - LL Bean	1,000	
TBD - helping Vermonters	Antonio & Rita Pomerleau Foundation	20,000	
Transforming Connecticut River hydropower - closed loop, advanced battery stor:	Barr Foundation	150,000	
Angler and Boater Survey - European Water Chestnut	Bass Pro Shops	5,000	
DRWA - Shunpike Sanitary Facilities development	Beveridge Family Foundation, The	20,000	
TBD - Invasives or some river education project for 2018	Community Foundation of Middlesex County	5,000	
Mission grant - TBD	Community Foundation of Western Massachusetts	25,000	
DRWA - Shunpike Sanitary facilities proposal	Community Foundation of Western Massachusetts	20,000	
VT Dam Removals	Conservation Alliance, The	25,000	
2019 Watershed-Wide Citizen Science Support	Dreyfus Foundation, The Max and Victoria	20,000	
EBTJV TBD - MA restoration projects?	Eastern Brook Trout Joint Venture	25,000	
CT Advocacy	Gryphon Fund	15,000	
TBD - Hartford area program	Hartford Foundation for Public Giving	10,000	
TBD - invited 25K project around conservation in CT	Hartford Foundation for Public Giving	25,000	

Clean Water Advocacy - Keeping sewerage out of our communities	Jessie Smith Noyes Foundation	30,000
Restoration project, water quality monitoring, or River of Words	Lucy Downing Nisbet Charitable Fund	5,000
Restoration on farms or Recreation infrastructure planning	Lydia B Stokes Foundation	15,000
NH water quality improvement, erosion and/or habitat work	NH Moose Plate Grant	24,000
Landowner outreach / education for RCPP	Riverledge Foundation	10,000
TBD - restoration for aquatic habita and birds	Robert F. Schumann Foundation	25,000
Water chestnut removal 2018	Suez Foundation	7,500
Environmental justice for urban river recreation	The Larsen Fund	5,000
Working with small watershed groups in collaboration/ collaborating around hon	Thomas Thompson Trust	20,000
USFWS Invasives Funding	USFWS - Regional office	2,500
VT Ecosystem Restor(ERP)	Vermont Agency of Natural Resources - DEC Watershed Grants	20,000
East Burke follow-up	Vermont Community Foundation - Northeast Kingdom Fund	5,000
Clean Water Cafes in Brattleboro? Dunham-Mason Fund	Vermont Community Foundation - Place-Based Grant Program	500
Enviroscape for Public Education? Crosby-Gannett Fund	Vermont Community Foundation - Place-Based Grant Program	1,000
TBD - NH Restoration Habitat Restoration work?	Virginia Cretella Mars Foundation	20,000
		=====
	TOTAL PLANNED / IN-PROGRESS	\$ 556,500

DENIED GRANTS

WQM, Swimming Hole and fish advisories public education	Thomas Thompson Trust	19,068
CT River oil platform removal	NOAA Marine Debris	65,000
Restoration and climate resiliency in MA / VT - Deerfield River watershed	Wildlife Conservation Society Climate Adaptation Fund	250,000
		=====
	TOTAL DENIED	\$ 334,068

LICENSE AGREEMENT

(Re: King's Island – Suffield/Enfield)

THIS LICENSE AGREEMENT ("License") dated July 10, 2018 is by and between **THE EVERSOURCE ENERGY LAND TRUST**, a Connecticut no profit organization having its principal office at 107 Selden Street, Berlin, Connecticut, 06037 ("Licensor"), and **CONNECTICUT RIVER WATERSHED COUNCIL, d/b/a CONNECTICUT RIVER CONSERVANCY (CRC)**, c/o Andrew Fisk, a non-profit organization with a mailing address of **15 Bank Row, Greenfield, MA 01301** ("Licensee").

WITNESSETH

IN CONSIDERATION of the promises exchanged herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee agree that:

NO TRANSFER OR RECORDING

1. This License is personal to Licensee and shall not be assigned, transferred or recorded by the Licensee without the express written consent of the Licensor. Under no circumstances shall this License be deemed to convey, transfer or grant any real property interest in the Property to the Licensee. Instead, the Licensee shall merely receive a license to use the Property in accordance with the terms set forth herein.

TERM

2. This License commences on May 25, 2018 ("Term Commencement Date") and will terminate on July 10, 2023, at which time the License will automatically renew on a year to year basis unless sooner terminated in accordance with Section 6 of this License.

USES

3. This License shall be exercised only over that portion of Licensor's land located in the **Town of Enfield and Suffield, Hartford County and State of Connecticut**, as more particularly described in the map in Exhibit A hereto entitled "**Connecticut River Paddlers' Trail Camp Location (the "Property")**".

This License is granted for the specific use of allowing the Licensee to engage in the following activities on the Property: (collectively, the "Permitted Uses").

- (a) Maintain, operate, promote and establish rustic camp site within designated area of the property. Campsite locations located on Exhibit A and limited to no more than four (4) total.
- (b) Construction, implementation and maintenance of privy.
- (c) Construction and maintenance of interpretive signage.
- (d) Use of the property for public passive recreation.

- (e) Licensee is responsible for obtaining any and all necessary permits from local or State officials, in the event that improvements to the trail will require regulatory review.
- (f) Licensor must maintain the property in a respectful and diligent manner, including monitoring and maintenance from the permitted uses.

Except for the Permitted Uses, Licensee shall not perform any additional work or conduct any additional activities on the Property without Licensor's prior consent. The Licensor shall have the right to impose conditions upon any additional work or activities Licensee proposes to conduct on the Property which the Licensor determines are necessary to assure the safety of Licensor's facilities which are presently or may in the future be located within or in the vicinity of the Property.

OTHER USES

4. Except to the extent described in Section 3, Licensee shall not undertake or permit without separate written permission from Eversource's Real Estate Department:
 - (a) any excavation, grading or filling on the Property;
 - (b) construction of any structures, fixtures or improvements on the Property (excluding any improvements expressly authorized by Section 3 hereof); or
 - (c) parking or storage, even temporarily, of vehicles, materials or equipment on the Property contrary to the terms and provisions of this License until it has received Licensor's written approval.

FEES AND CHARGES

5. There are no fees and or charges due under this License Agreement:

TERMINATION

6. This License shall terminate upon the date specified in Section 2 or sooner with the occurrence of any one of the following events:
 - (a) the date it is recorded without the written consent of the Licensor;
 - (b) immediately upon written notice from the Licensor if the Licensee breaches any condition of this License;
 - (c) upon 30 days prior written notice by either party.
 - (d) as of the date of any public taking, to the extent any portion of the Property is condemned or taken in any manner for any public or quasipublic use.

Termination shall not affect the Licensee's obligation under this License arising on or before the effective date of termination, including but not limited to obligations for indemnity and reimbursement.

IMPROVEMENTS AND RESTORATION

7. On or before the date of termination of the License, all improvements made by the Licensee to the Property (including any improvements made by Licensee that are expressly permitted by Section 3 hereof) and all personal property of the Licensee shall be removed at the Licensee's sole cost and risk and the Licensee shall restore the Property to the condition that existed at the commencement of Licensee's use, to the reasonable satisfaction of the Licensor. Any improvements or personal property remaining on the Property following termination shall, at the sole option of the Licensor, either:
- (a) be deemed the property of the Licensor, and Licensee shall promptly execute any appropriate documents of transfer, or
 - (b) be removed by the Licensor without liability to the Licensee and all costs for removal, disposal and property restoration shall be paid by the Licensee. The Licensee will be required to reimburse the Licensor for the expenses of such disposal within thirty (30) days from the date of the Licensor's invoice.

POLLUTANTS/PERMITS

8. Licensee shall not at any time use or store any pollutant or hazardous material on the Property, and shall at all times maintain the Property in a safe and lawful condition. Upon Licensor's request, Licensee shall provide evidence reasonably satisfactory to Licensor that all required consents or permits are in force for Licensee's use of the Property.

COMPLIANCE WITH LAWS

9. The Licensee shall comply with, and shall cause the Property in connection with Licensee's use to comply with, all applicable local, county, state and federal laws, codes and ordinances of every description, including but not limited to, zoning, building, engineering, sanitation, health and environmental laws (collectively, "Laws"); and Licensee shall promptly remedy any breach of same.

INSPECTION OF THE PROPERTY

10. The Licensee acknowledges that it has inspected the Property and has determined it to be suitable for Licensee's use. The Licensee agrees that it is not relying on any oral or written representation of the Licensor concerning the Property, including but not limited to, title, use, permitted uses, dimensions, soil conditions, environmental conditions, municipal restrictions, municipal planning and/or zoning requirements, and uses by adjoining or third parties. The Property is being licensed on an "AS IS" basis to the Licensee.

LICENSOR'S USE OF THE PROPERTY

11. The Licensor shall have the right, at any time and without liability or compensation to the Licensee, to use the Property to install, use, repair, maintain, relocate or remove electric, natural gas and other utility facilities that presently exist or may in the future be located within the Property as part of Licensor's business operations and Vegetation Management Program. The Licensee further releases the Licensor from any liability to the Licensee for damages to the Licensee's property (including but not limited to the Permitted Improvements) due to the Licensor's use of the Property for its business purposes.

INSURANCE

12. For as long as this License is in effect, and as a condition to entering the Property, Licensee must provide evidence of at least the following insurance coverage:
- (a) Workers' Compensation Insurance in the amount of coverage required by applicable Connecticut law.
 - (b) Comprehensive General Liability insurance, including broad form property damage liability, with a combined single limit for bodily injury and property of at least **\$1,000,000 or \$500,000** per occurrence and in the annual aggregate.
 - (c) If the Licensee, its employees or agents will or potentially will be operating motor vehicles on the Property, then the Licensee shall also provide the Licensor with proof of Auto Liability insurance, and the amount and scope of said insurance must be reasonably acceptable to Licensor.
 - (d) All insurance policies required to be maintained by Licensee pursuant to Sections 12(b) and 12(c) of this License Agreement shall be endorsed to: (i) name Licensor, its directors, officers, employees and affiliates as additional insured with respect to any and all third party bodily injury and/or property damage; (ii) contain a waiver of subrogation in favor of the additional insureds; (iii) be primary to any similar insurance or self-insurance maintained by the additional insureds and (iv) require that thirty (30) days written notice be given to Licensor prior to any cancellation or material change in any insurance policy.
 - (e) All certificates of insurance shall list the location of the Property.
 - (f) On each anniversary of the Term Commencement Date (as defined in Section 2 hereof), the Licensee shall provide the Licensor with updated certificate(s) of insurance to ensure that the Licensee is in compliance with the insurance requirements of this Section 12.
 - (g) At any time during the term of this License, the Licensee shall provide the Licensor – within 30 days' of the Licensor's request therefor – with documentation which verifies that Licensee is in compliance with the insurance requirements of this Section 12.

INDEMNIFICATION

13. (a) The Licensee shall indemnify, defend and hold harmless the Licensor, its directors, officers, agents, employees, assigns and affiliates from any and all claims, costs (including any attorneys' fees), loss or liability whatsoever for injury to persons (including death and including any injury to Licensor's employees, contractors and agents) or damage to property (including environmental damage to the Property or abutting properties or waters) caused by or resulting from any one or more of the following: (a) the use of the Property by Licensee, its employees or its agents, (b) the breach or default of this License by Licensee, its employees or its agents, or (c) the violation of any Laws by Licensee, its employees or its agents. The Licensee's indemnification obligations shall survive the termination and expiration of this License.
- (b) The Licensee shall indemnify, reimburse, defend and hold harmless the Licensor, its directors, officers, agents, employees, assigns and affiliates from any taxes and special assessments of any kind, including any increase in the Licensor's real estate taxes, which result from, or are attributable to, the Licensee's use of, and/or activities on, the Property; *provided, however*, that the Licensee shall not indemnify Licensor from any federal income tax or state tax income tax imposed on the rental payments Licensor obtains pursuant to this License.

NOTICES

14. All notices permitted or required to be made by the Licensee or the Licensor will be considered to be received upon (i) personal delivery, (ii) delivery to the recipient via a nationally recognized overnight courier service (e.g., UPS or Federal Express) provided a receipt confirming such delivery can be provided by the courier service or (iii) three (3) business days following mailing of a notice by certified U.S. mail, postage prepaid, return receipt requested to:

Licensor: Eversource Energy
 c/o Real Estate-Jamie Lintner
 107 Selden Street,
 Berlin, CT 06037
jamie.lintner@eversource.com
 860.665.3341

Licensee: The Connecticut River Watershed Council
 d/b/a Connecticut River Conservancy
 15 Bank Row
 Greenfield, MA 01301
 AFISK@CTRIVER.ORG
 413.772.2020

CONTINUING OBLIGATION

15. The termination and/or expiration of this License shall not alter or terminate the Licensee's obligations as established by this License for events which take place on or before the effective date of termination.

ENTIRE AGREEMENT

16. This License constitutes the entire agreement between the Licensor and the Licensee with respect to the Property and no oral statements, promises, express or implied warranties or other understandings except those expressly set forth in this License shall be valid unless reduced to writing and signed by both parties on or after the date of this License.

AUTHORITY

17. If Licensee is a corporation, partnership or limited liability company, then each individual executing this License on behalf of said entity represents, covenants and warrants that:
- (a) he or she is duly authorized to execute and deliver this License on behalf of said entity in accordance with: (i) if Licensee is a corporation, a duly adopted resolution of the Board of Directors of said corporation or in accordance with the by-laws of said corporation, (ii) if Licensee is a partnership, the terms of the partnership agreement, and (iii) if Licensee is a limited liability company, the terms of its operating agreement, and that this License is binding upon said entity in accordance with its terms. The individual signing this License on behalf of Licensee shall be a guarantor of the obligations this License imposes on Licensee.
 - (b) no additional consents, waivers or approvals are necessary for the Licensee to enter into and fully perform under this License Agreement.

GOVERNING LAW AND DISPUTE RESOLUTION

18. Disputes arising out of, or in connection with, this License are governed by the following requirements:

- (a) Licensor and Licensee agree that this License will be governed by and construed in accordance with the laws of the State of Connecticut.
- (b) In the event that Licensee defaults or breaches any term, provision or covenant of this License, then the Licensor shall be entitled to: (i) terminate this License and/or to seek any and all remedies available to Licensor under this License, at law and/or in equity, including but not limited to specific performance and/or injunctive relief. All costs incurred by the Licensor to enforce its rights under this License, including but not limited to the Licensor's attorneys' fees, legal expenses and court costs, shall be paid for by the Licensee within 30 days' of the Licensee's receipt of a request for such reimbursement from the Licensor regardless of whether the Licensor is the prevailing party in any dispute resolution proceeding associated with this License.
- (c) THE LICENSEE ACKNOWLEDGES THAT: (i) IT HAS READ THIS LICENSE AGREEMENT; (ii) IT HAS THE OPPORTUNITY, IF IT SO ELECTED, TO CONSULT WITH LEGAL COUNSEL OF ITS OWN CHOICE DURING THE PREPARATION, NEGOTIATION, AND EXECUTION OF THIS LICENSE AGREEMENT; (iii) IT UNDERSTANDS THE TERMS AND CONSEQUENCES OF THIS LICENSE AGREEMENT AND OF THE RELEASES, WAIVERS AND OBLIGATIONS IT CONTAINS; AND (iv) IT IS FULLY AWARE OF THE LEGAL AND BINDING EFFECT OF THIS LICENSE AGREEMENT.

RIGHT TO ENTER

19. The Licensee will have no right to enter or use the Property until (a) one copy of this License, signed by both parties, has been delivered to the Licensee and (b) Licensee has provided the Licensor with insurance certificate(s) required by Section 12 of this License.

[Signature page and acknowledgment follow]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have duly executed this License Agreement, as of the day and year first written above.

LICENSOR: THE EVERSOURCE ENERGY LAND TRUST

By: 

Name: **Salvatore Giuliano**

Title: **Manager of Corporate Real Estate**
CL&P's Agent, Duly Authorized

Initials of the Real Estate/Survey Engineering Employee
Working on this File: JLL (*for informational purposes only*
– *not a signatory to the License*)

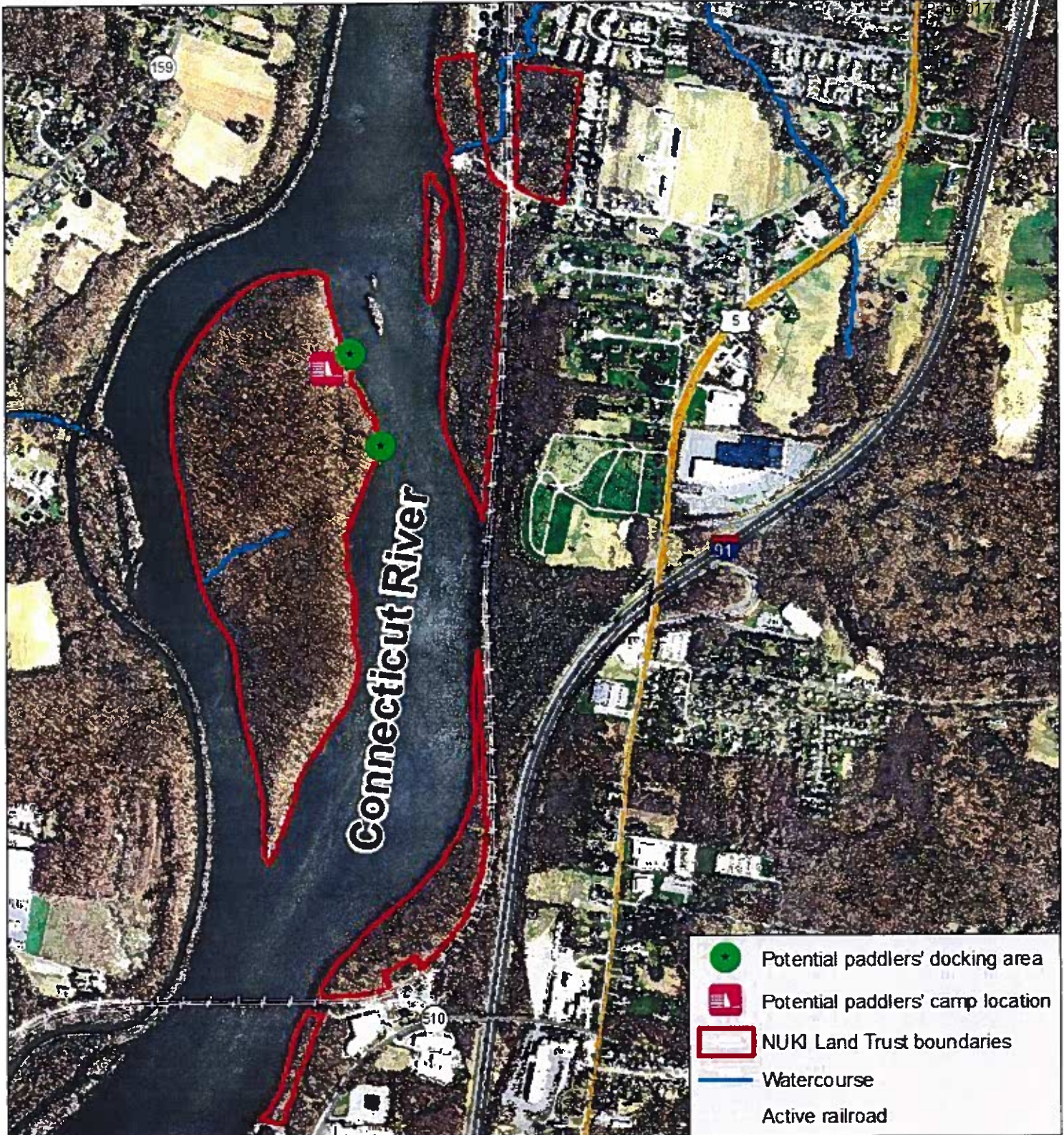
LICENSEE: CONNECTICUT RIVER WATERSHED COUNCIL d/b/a CONNECTICUT RIVER CONSERVANCY






By: 

Name: Andrew Fisk

Title: Executive Director

EXHIBIT A
(See Following Page)

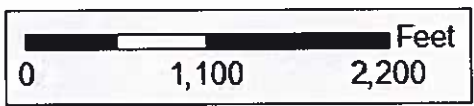


-  Potential paddlers' docking area
-  Potential paddlers' camp location
-  NUKI Land Trust boundaries
-  Watercourse
-  Active railroad



**Eversource Kings Island Land Trust Property
Potential Paddlers' Camp Location**

Data sources:
 1. CT DEEP
 2. clear.uconn.edu
 3. www.cteco.uconn.edu



Map prepared 3/7/14
 Revised 4/9/18

Exhibit A

Natural condition of site of King's Island Connecticut River Paddlers' Trail Campsite Location

The following photos were taken on a July 19, 2016 visit to King's Island with Alicea Charamut, River Steward, CRC ; Jamie Lintner, Senior Administrator, EverSource Energy Land Trust; Bob Deptula, Environmental Affairs, Eversource Energy; and Eric Hansen, Managing Partner, Ferrucci and Walicki, LLC and are representative of the condition of the property prior to primitive campsite construction.

View of the take out from the lower tier.



Lower Tier



Lower tier looking at the slope to the upper tier

Upper Tier



View of the river from the upper tier

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Branch No.	Account No.	Financial Advisor No.
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Authorized Persons and Enabling Resolutions for Corporations

In consideration of Morgan Stanley Smith Barney LLC ("MSSB") opening and/or maintaining one or more accounts for the corporation named below, I, the undersigned duly authorized officer, hereby certifies and agrees as follows:

1. General Information

The full legal name of the corporation (the "Corporation") to which this document applies is:

Connecticut River Watershed Council

Massachusetts

NAME OF CORPORATION

STATE OF INCORPORATION OR NON-U.S. JURISDICTION

2. Authorized Persons

MSSB is hereby authorized to accept investment instructions and other instructions from the officers of the Corporation and/or other individuals listed below ("Authorized Persons"). These privileges include, but are not limited to, the authority to make distributions (e.g., of cash or securities) and transfers by check or otherwise to anyone, including the undersigned officers and/or other individuals.

If MSSB receives conflicting instructions from different Authorized Persons, or reasonably believes instructions from one Authorized Person might conflict with the wishes of another Authorized Person, MSSB may do any of the following: (a) choose which instructions to follow and which to disregard; (b) suspend all activity in the account until written instructions signed by all Authorized Persons are received; (c) close the account and deliver all securities and other property, net of debits or liabilities, to the address of record; and/or (d) take other action deemed necessary to protect the interests of MSSB.

(ALL AUTHORIZED PERSONS MUST COMPLETE THIS SECTION, EVEN IF ALSO SIGNING ON BEHALF OF THE CORPORATION AT THE END OF THIS DOCUMENT.)

NAME PRIMARY RESIDENCE: ADDRESS

SIGNATURE SOCIAL SECURITY NUMBER DATE OF BIRTH TITLE

NAME PRIMARY RESIDENCE: ADDRESS

SIGNATURE SOCIAL SECURITY NUMBER DATE OF BIRTH TITLE

NAME PRIMARY RESIDENCE: ADDRESS

SIGNATURE SOCIAL SECURITY NUMBER DATE OF BIRTH TITLE

NAME PRIMARY RESIDENCE: ADDRESS

SIGNATURE SOCIAL SECURITY NUMBER DATE OF BIRTH TITLE

AUTHORIZED PERSONS AND ENABLING RESOLUTIONS FOR CORPORATIONS (12/2014) NNAAAER



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Branch No.	Account No.	Financial Advisor No.
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3. Enabling Resolutions

The following is a full, true and correct copy of Resolutions duly and regularly adopted by vote of the Board of Directors of the Corporation. Such Resolutions have not been rescinded or modified and are in full force and effect.

RESOLVED:

FIRST, that the Authorized Persons are, and each of them hereby is, authorized and empowered to the fullest extent possible, to act on behalf of the Corporation, to establish and maintain with MSSB one or more cash accounts, margin accounts, BusinessScape accounts, commodities accounts, or any other type of account offered by MSSB and its applicable affiliates ("Account"), for the purpose of purchasing, investing in, or otherwise acquiring, selling (including short selling), possessing, transferring, exchanging, borrowing, pledging or otherwise disposing of, and generally dealing in and with, cash and any and all forms of securities and financial instruments, including, but not limited to shares, stocks, bonds, debentures, notes, scrip, participation certificates, rights to subscribe, options, warrants, futures, commodities, commodity futures and/or options on futures, certificates of deposits, mortgages, evidence of indebtedness, commercial paper, and interests of any and every kind and nature whatsoever, secured and unsecured, whether represented by trust, participating and/or other certificates or otherwise.

SECOND, that, without obligation on MSSB's part to inquire, instructions or actions, by any Authorized Person shall individually have the fullest authority on behalf of the Corporation with respect to the Account including, but not limited to, authority to:

- 1) give written or oral instructions to MSSB with respect to any securities in, or transaction or service offered in connection with, the Account;
- 2) deposit or withdraw money, securities and other property of the Corporation to and from the Account;
- 3) borrow money from MSSB and secure payment thereof with the property of the Corporation;
- 4) bind the Corporation to any contract, arrangement or transaction, which shall be entered into by any Authorized Person with or through MSSB;
- 5) make payments related to the Account by checks and/or drafts drawn upon the funds of the Corporation;
- 6) endorse any securities in order to pass ownership thereof or for any other purpose;
- 7) direct the sale or exercise of any rights with respect to securities therein;
- 8) sign releases and powers of attorney and enter into contracts and agreements, including but not limited to any MSSB account agreements and documentation relating to any debit or credit card, the checkwriting privilege, online services, electronic fund transfers and other services which are or may be offered in connection with the Account (where available), as such documents may be modified from time to time, and any documentation permitted or contemplated by such agreements, products and services, and to affix the corporate seal to same when necessary;
- 9) direct MSSB to surrender securities to the proper agent or party for the purpose of effecting any exchange or conversion, or otherwise; and
- 10) take any and all action in connection with the Account deemed necessary or desirable by any Authorized Person.

THIRD, that any Authorized Person may appoint any person(s) ("Designated Persons") to: (1) conduct trading in the Account; (2) endorse any securities, or to make, execute and deliver, under the corporate seal of the Corporation or otherwise, any instrument of assignment and/or transfer necessary or proper to pass title to such securities; (3) sign checks (in which event, the signature of the Designated Person shall promptly be provided on any applicable signature card upon request by MSSB); (4) use any associated debit or credit card (where available); or (5) provide instructions to effect electronic fund transfers.

FOURTH, that each Authorized Person is empowered and authorized to do all things each deems necessary or desirable to implement the foregoing Resolutions.

FIFTH, that MSSB may deal with any and all of the persons directly or indirectly empowered by foregoing Resolutions as though they are dealing with the Corporation directly.

AUTHORIZED PERSONS AND ENABLING RESOLUTIONS FOR CORPORATIONS
(12/2014) NNAAAER

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Branch No.	Account No.	Financial Advisor No.
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SIXTH, that the Secretary of Corporation (or other duly designated officer) is hereby authorized and empowered to certify to MSSB, under the seal of the Corporation or otherwise:

- (a) a true, correct and complete copy of these Resolutions;
- (b) specimen signatures of each Authorized Person and each Designated Person empowered by these Resolutions, if so requested by MSSB;
- (c) a certificate (which, if required by MSSB, shall be supported by an opinion of the general counsel of the Corporation, or other counsel satisfactory to MSSB) that the Corporation is duly organized and in good standing, that the corporate charter authorizes the action or business described in these Resolutions, and that no limitation has been imposed upon such powers by constitution, statute, regulation, charter, by-law or otherwise.

SEVENTH, that MSSB may rely upon any certification given in accordance with these Resolutions as continuing fully effective unless and until MSSB shall receive due written notice of an amendment, modification or rescission of such Resolutions or certification. Further resolved that MSSB shall not be liable for any action taken or not taken upon instruction of any Authorized Person or Designated Person prior to MSSB's actual receipt of written notice of the termination or impairment of such person's authority. The failure to supply any specimen signature shall not invalidate any transaction which is in accordance with authority previously granted. Further resolved that the Corporation shall indemnify and hold harmless MSSB and any of its subsidiaries and affiliates from any and all claims that a transaction was unauthorized or outside the scope of the Corporation's powers, if such transaction was authorized by any of the Authorized Persons or Designated Persons.

EIGHTH, that in the event of any change in the office or powers of persons hereby empowered, the secretary (or other duly designated officer), shall certify such changes to MSSB, in writing, which certification, when MSSB receives it, shall terminate the powers of the persons previously authorized and empower the persons thereby substituted in accordance with all the provisions of these Corporate Resolutions.

NINTH, that the Corporation hereby authorizes MSSB to charge any amount due to MSSB under any arrangement with the Corporation, against any or all of the accounts and other property of the Corporation held with MSSB or any of its affiliates, with the Corporation remaining liable for any deficiency and each Authorized Person or Designated Person is authorized and directed to pay to MSSB by checks and/or drafts drawn upon the funds of the Corporation such sums as may be necessary to discharge the Corporation's obligations to MSSB.

TENTH, Corporation agrees that MSSB may apply these Resolutions to any accounts in the name of the Corporation.

The following three (3) resolutions are applicable only to Native American Tribes:

ELEVENTH, that Section 15 of the Client Agreement is modified to include the following language: The Tribe agrees:

- (a) that binding arbitration shall be the exclusive formal remedy for all disputes, controversies or claims between the Tribe and MSSB, including its agents, assigns or Affiliates (collectively, "MSSB"), as further described in Section 15 of the Client Agreement;
- (b) that such arbitration shall provide final and binding resolution of any dispute between the parties;
- (c) that the Tribe expressly and irrevocably waives its immunity from suit as well as its rights to seek or exhaust tribal remedies and that the waiver granted herein includes the arbitration of disputes as contemplated by Section 15 of the Client Agreement, as well as any actions in any court of competent jurisdiction to compel arbitration and to enforce an arbitration award;
- (d) that the waivers of sovereign immunity and of the right to demand exhaustion of tribal remedies shall survive the expiration, termination or cancellation of the Client Agreement; and
- (e) that, if enforcement of an arbitration award or a judicial order becomes necessary by reason of failure of one or both parties to voluntarily comply, the Tribe waives its sovereign immunity from any final judgment or order of a court of competent jurisdiction enforcing an arbitration award.

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Branch No.	Account No.	Financial Advisor No.
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TWELFTH, that the Tribe certifies that none of the monies, securities, funds or other property invested or to be invested by the Tribe in accordance with the Client Agreement and this resolution, or paid or to be paid to MSSB in accordance with the Client Agreement and this resolution, constitute (a) funds held by the United States in trust for the Tribe or for members of the Tribe, or (b) funds obtained by the Tribe from the United States of America or any State government or agency for the purpose of carrying out projects or programs specified by the United States of America or any State government or agency, other than funds received by the Tribe, pursuant to one or more guarantee contracts with the United States Department of Housing and Urban Development ("HUD"), for the purpose of funding affordable housing activities under the Native American Housing Assistance and Self-Determination Act of 1996 (25 U.S.C. 4101 et seq.).

THIRTEENTH, that the Tribe certifies, to the extent the Tribe is investing funds that are part of a tribal trust fund for minor members of the Tribe or subject to the requirements of a tribal trust fund or a HUD depository agreement, that investment instructions provided by the Tribe to MSSB with respect to such funds will comply with all legal requirements applicable to such funds.

4. Certification of the Duly Authorized Officer of the Corporation

I hereby certify that I am the Duly Authorized Officer of the Corporation named above, a corporation duly organized and existing under the laws of the State of Incorporation or other non-U.S. jurisdiction, that the Corporation is in good standing and qualified to do business in this state or other non-U.S. jurisdiction. I further certify that the Resolutions herein are a true, correct and complete copy of Resolutions duly adopted at a meeting of the Board of Directors of the Corporation held on the date specified below, at which meeting a quorum was present and voting; that such Resolutions are in accordance with the charter and by-laws of the Corporation, are in full force and effect and have not been amended, modified or rescinded.

IN WITNESS WHEREOF, I have hereunto affixed my hand (and the seal of the Corporation).

PRINT NAME OF DULY AUTHORIZED OFFICER



SIGNATURE OF DULY AUTHORIZED OFFICER

DATE (MM/DD/YYYY)

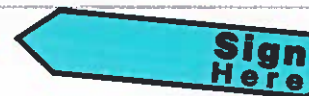
DATE OF MEETING OF BOARD OF DIRECTORS

5. Authority of the Corporate Duly Authorized Officer

The Corporation certifies that the Corporate Duly Authorized Officer, whose name appears above in the Certification, has been duly elected to and now holds that office and that the signature appearing opposite his or her name is his or her true signature.

PRINT NAME OF CERTIFYING PARTY

TITLE OF CERTIFYING PARTY



SIGNATURE OF CERTIFYING PARTY

DATE (MM/DD/YYYY)

Connecticut River Conservancy

Financial Report - Performance Metrics

July 2017 through June 2018

	INTERIM GOAL	FINAL GOAL	6/30/2018	Prior Report (04/31/2018)	Change	% of Final Goal
New grants awarded in FY 18	\$	1,026,036	\$ 1,484,739	\$ 1,210,309	\$ 274,430	145%
Salary raised from new grants in FY 18	\$	233,972	\$ 113,149	\$ 113,149	\$ -	48%
Percentage of program payroll funded by grants		85%	68%	68%	0%	79%
Total amount of indirect expensed YTD	\$	133,831	\$ 186,704	\$ 166,635	\$ 20,069	140%
Cash reserve (Unrestricted endowment)	\$	136,630	\$ 149,364	\$ 144,554	\$ 4,810	109%
Balance on Shaub loan	\$	60,005	\$ -	\$ -	\$ -	0%
Borrowed against Temporarily Restricted-Cash	\$	-	\$ 43,894	\$ 84,310	\$ (40,416)	

Connecticut River Conservancy

Financial Report - Performance Metrics

July 2018 through July 2018

	INTERIM GOAL	FINAL GOAL (FY)	CURRENT STATUS	Prior Report 06/30/2018	Change	% of Final Goal
New grants awarded in FY 18		\$ 1,323,200	\$ 167,000		\$ 167,000	13%
Salary raised from new grants in FY 18		\$ 175,619	\$ 80,708		\$ 80,708	46%
Percentage of program payroll funded by grants		85%	60%		60%	70%
Total amount of indirect expensed YTD		\$ 172,591	\$ 1,437		\$ 1,437	1%
Cash reserve (Unrestricted endowment)		\$ 204,046	\$ 153,293		\$ 153,293	75%
Borrowed against Temporarily Restricted-Cash		\$ -	\$ 54,390	\$ 43,894	\$ 10,496	

Connecticut River Conservancy.
Budget vs. Actual
July 2017 through June 2018

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08/25/2018
Accrual Basis

	Jul '17 - Jun 18	Budget	% of Budget
Ordinary Income/Expense			
Income			
4000 · Contributions			
4010 · Indiv/business contribution	81,569	76,150	107.12%
4015 · Major Donor Campaign			
4015 · Major Donor Campaign - Other	194,734	160,000	121.71%
Total 4015 · Major Donor Campaign	194,734	160,000	121.71%
5825 · Project Appeal/Underwriters	92,000	100,000	92.0%
Total 4000 · Contributions	368,303	336,150	109.57%
4014 · Capital Campaign	177,000	100,000	177.0%
4080 · Management Fee Income	9,996	9,995	100.01%
4200 · Grants and Contracts	1,484,739	1,031,036	144.01%
4400 · In-kind Contributions	3,633	0	100.0%
5180 · Fees	65,424	17,500	373.85%
5330 · Rental Income	26,100	26,100	100.0%
5440 · Sales	4,595	3,500	131.28%
5800 · Special events	1,814		
Total Income	2,141,603	1,524,281	140.5%
Cost of Goods Sold			
5900 · Cost of Goods Sold - Inventory	1,441		
Total COGS	1,441		
Gross Profit	2,140,161	1,524,281	140.41%
Expense			
7000 · Grant & contract - pass thru	788,062	985,839	79.94%
7200 · Payroll	720,660	765,930	94.09%
7510 · Professional Fees	19,062	20,029	95.17%
8110 · Supplies	82,179	75,622	108.67%
8130 · Telephone and internet service	8,579	8,257	103.9%
8140 · Postage and Delivery	22,977	19,147	120.0%
8170 · Printing	31,821	13,019	244.42%
8170.1 · Maintenance	20,718	14,229	145.61%
8200 · Occupancy	22,587	16,112	140.19%
8300 · Travel	29,054	16,999	170.91%
8320 · Conferences, convention,meeting	15,898	8,488	187.3%
8400 · Depreciation & Amortization	20,899		
8520 · Insurance	9,813	9,568	102.56%
8529 · Dues, Fees and Publications	749	1,534	48.83%
8570 · Publicity and outreach	1,806	4,853	37.21%
8650 · Taxes & Bank Fees	5,839	5,313	109.9%
Total Expense	1,800,701	1,964,939	91.64%
Net Ordinary Income	339,460	-440,658	-77.04%
Other Income/Expense			
Other Income			
4900 · Assets released from restrictio	846,766	893,047	94.82%
5320 · Investment Income	27,397	15,100	181.44%
6700 · Realized gain on investments	160,184	8,000	2,002.3%
6800 · UnrealizedGain(Loss)-Investmnt	8,609	8,092	106.39%
6999 · Transfer In	37,512	42,528	88.21%
Total Other Income	1,080,468	966,767	111.76%
Other Expense			
8100 · Net Income Xfer to Temp Restrict	1,042,755	371,599	280.61%
8590 · Annuity Distribution	13,138	12,788	102.74%
8591.1 · Investment Expenses	16,396	18,404	89.09%
8999 · Transfer Out (Mortgage Principal & Bldg Improvements)	12,618	80,500	15.68%
Total Other Expense	1,084,908	483,291	224.48%
Net Other Income	-4,440	483,476	-0.92%
Net Income	335,021	42,818	782.43%

Connecticut River Conservancy.
 FY Budget vs. Actual
 July 2018 through June 2019

9:43 AM
08/25/2018
Accrual Basis

	Jul '18 - Jun 19	Budget	% of Budget
Ordinary Income/Expense			
Income			
4000 · Contributions			
4010 · Indiv/business contribution	3,809.36	80,500.00	4.73%
4015 · Major Donor Campaign			
4015.01 · Board of Trustees	0.00	25,000.00	0.0%
4015 · Major Donor Campaign - Other	6,443.69	145,000.00	4.44%
Total 4015 · Major Donor Campaign	6,443.69	170,000.00	3.79%
5825 · Project Appeal/Underwriters	7,000.00	110,000.00	6.36%
Total 4000 · Contributions	17,253.05	360,500.00	4.79%
4014 · Capital Campaign	500.00	200,000.00	0.25%
4080 · Management Fee Income	1,780.32	10,682.00	16.67%
4200 · Grants and Contracts	167,000.00	1,323,200.00	12.62%
5180 · Fees	14,256.50	26,060.00	54.71%
5330 · Rental Income	5,950.00	18,420.00	32.3%
5440 · Sales	668.18	4,000.00	16.71%
Total Income	207,408.05	1,942,862.00	10.68%
Gross Profit	207,408.05	1,942,862.00	10.68%
Expense			
7000 · Grant & contract - pass thru	50,007.17	1,048,955.00	4.77%
7200 · Payroll	102,507.94	881,475.00	11.63%
7510 · Professional Fees	4,393.08	227,579.00	1.93%
8110 · Supplies	3,950.47	77,492.00	5.1%
8130 · Telephone and internet service	890.21	9,220.00	9.66%
8140 · Postage and Delivery	1,864.16	23,890.00	7.8%
8170 · Printing	308.20	33,450.00	0.92%
8170.1 · Maintenance	1,053.33	20,570.00	5.12%
8200 · Occupancy	2,049.41	24,187.00	8.47%
8300 · Travel	270.69	17,266.00	1.57%
8320 · Conferences, convention,meeting	0.00	13,960.00	0.0%
8520 · Insurance	0.00	9,324.00	0.0%
8529 · Dues, Fees and Publications	700.00	745.00	93.96%
8570 · Publicity and outreach	400.00	14,925.00	2.68%
8650 · Taxes & Bank Fees	795.80	2,700.00	29.47%
Total Expense	169,190.46	2,405,738.00	7.03%
Net Ordinary Income	38,217.59	-462,876.00	-8.26%
Other Income/Expense			
Other Income			
4900 · Assets released from restrictions	79,377.09	1,012,306.00	7.84%
5320 · Investment Income	914.37	8,078.00	11.32%
6700 · Realized gain on investments	1,329.31	81,458.00	1.63%
6800 · UnrealizedGain(Loss)-Investmnt	36,870.84	94,187.00	39.15%
6999 · Transfer In	6,252.00	44,204.00	14.14%
Total Other Income	124,743.61	1,240,233.00	10.06%
Other Expense			
8100 · Net Income Xfer to Temp Restrictions	0.00	573,360.00	0.0%
8590 · Annuity Distribution	0.00	12,888.00	0.0%
8591.1 · Investment Expenses	3,837.22	19,000.00	20.2%
8999 · Transfer Out (Mortgage Principal)	2,146.52	13,000.00	16.51%
Total Other Expense	5,983.74	618,248.00	0.97%
Net Other Income	118,759.87	621,985.00	19.09%
Net Income	156,977.46	159,109.00	98.66%

Capital Budget Funding Plan

**18-19
Capital
Actual** **18 - 19
Capital
Budget**

Development Revenue

NOTES

4000 - Operating Revenue		\$	-	<i>Operating funds needed to pledge for identified grant opportunity for building projects</i>
4014 - Campaign For Our Rivers - Bldg	\$ 33,000	\$	-	<i>From lead pledge at End of FY18</i>
6700 - Realized Gain on Investment				
4200. - Grants and Contracts		\$	50,000	<i>Planned value of identified grants for capital projects</i>
5411 - Sale of Tangible Property		\$	-	<i>No sales projected</i>
4900 - Assets released from restrictions	\$ 29,970	\$	75,000	<i>Amelia Peabody Charitable Fund (FY18.20) The Beveridge Family Foundation (FY18.36) Campaign For Our Rivers Lead Pledge</i>

Dividends, Interest & Endowments

Spaulding Pond

1521.01 Spaulding Pond Fund (2/3)	\$	-	\$ 200,000	<i>Amount available to be released for dam reconstruction that leaves a balance for ongoing stewardship</i>
1521.02 Land Acquisition Fund (1/3)	\$	-	\$ -	
Total Funds	\$	62,970	\$ 325,000	

Capital Projects

Facilities

Costs NOTES

		\$	-	<i>Information Technology Improvement (New Server & Client Licenses: \$5,000)</i>
	\$ 29,970	\$	217,627	<i>Energy efficiency, new roof, solar system</i>
	\$ -	\$	200,000	<i>Spaulding Pond Dam</i>
1630 - Property Improvements	\$ 29,970	\$	417,627	

Debt Reduction

	\$	-	\$ -
	\$	-	\$ -

Special Funds

Strategic Initiatives
Opportunity Funds

	\$	-
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Total Cost \$ 29,970 \$ 417,627

Balance \$ 33,000 \$ (59,627)

Change in Operating Reserve \$ 33,000 \$ (59,627)

Connecticut River Conservancy.
 Financial Report - Profit & Loss Prior Period Comparison
 July 1 through August 25, 2018

5:06 PM
 08/25/2018
 Accrual Basis

	Jul 1 - Aug 25, 18	Jul 1 - Aug 25, 17	% Change
Ordinary Income/Expense			
Income			
4000 · Contributions			
4010 · Indiv/business contribution	3,809	5,465	-30.29%
4015 · Major Donor Campaign			
4015 · Major Donor Campaign - Other	6,444	21,900	-70.58%
Total 4015 · Major Donor Campaign	6,444	21,900	-70.58%
5825 · Project Appeal/Underwriters	7,000	4,850	44.33%
Total 4000 · Contributions	17,253	32,215	-46.44%
4014 · Capital Campaign	500	0	100.0%
4080 · Management Fee Income	1,780	1,666	6.86%
4200 · Grants and Contracts	167,000	272,702	-38.76%
5180 · Fees	14,257	10,531	35.37%
5330 · Rental Income	5,950	5,950	0.0%
5440 · Sales	668	646	3.46%
Total Income	207,408	323,710	-35.93%
Gross Profit	207,408	323,710	-35.93%
Expense			
7000 · Grant & contract - pass thru	50,007	62,457	-19.93%
7200 · Payroll	102,508	91,581	11.93%
7510 · Professional Fees	4,393	659	566.32%
8110 · Supplies	3,950	18,612	-78.78%
8130 · Telephone and internet service	860	850	1.2%
8140 · Postage and Delivery	1,864	248	650.77%
8170 · Printing	308	533	-42.2%
8170.1 · Maintenance	1,053	2,121	-50.33%
8200 · Occupancy	2,049	3,225	-36.46%
8300 · Travel	271	6,363	-95.75%
8320 · Conferences, convention,meeting	0	6,238	-100.0%
8520 · Insurance	0	1,373	-100.0%
8529 · Dues, Fees and Publications	700	390	79.49%
8570 · Publicity and outreach	400	-647	161.81%
8650 · Taxes & Bank Fees	796	1,664	-52.18%
Total Expense	169,160	195,667	-13.55%
Net Ordinary Income	38,248	128,043	-70.13%
Other Income/Expense			
Other Income			
4900 · Assets released from restriction	79,377	22,682	249.96%
5320 · Investment Income	914	676	35.21%
6700 · Realized gain on investments	1,329	6,784	-80.41%
6800 · UnrealizedGain(Loss)-Investmnt	36,871	21,559	71.02%
6999 · Transfer In	6,252	6,252	0.0%
Total Other Income	124,744	57,953	115.25%
Other Expense			
8100 · Net Income Xfer to Temp Restriction	0	99,927	-100.0%
8591.1 · Investment Expenses	3,837	3,525	8.86%
8999 · Transfer Out	2,147	2,106	1.91%
Total Other Expense	5,984	105,558	-94.33%
Net Other Income	118,760	-47,606	349.47%
Net Income	157,007	80,438	95.19%

Connecticut River Conservancy.
Statement of Financial Position
As of June 30, 2018

5:33 PM
08/25/2018
Accrual Basis

	Jun 30, 18	Jun 30, 17	% Change
ASSETS			
Current Assets			
Checking/Savings			
1015 · GSB-Checkng (4971)	15,305.97	41,832.61	-63.41%
1016 · GSB-Capital Fund (2479)	22,132.17	-1,280.88	1,827.89%
1018 · GSB-Savings (9966)	14,964.44	2,501.77	498.15%
1019 · GSB-Flexible 6 Month CD (2588)			
1019.01 · Spaulding Pond Stewardship Func	181,214.62	193,122.66	-6.17%
1019 · GSB-Flexible 6 Month CD (2588) - OI	61,591.02	9,702.94	534.77%
Total 1019 · GSB-Flexible 6 Month CD (2588)	242,805.64	202,825.60	19.71%
1030 · Other cash	295.50	250.48	17.97%
Total Checking/Savings	295,503.72	246,129.58	20.06%
Accounts Receivable			
1110 · Accounts Receivable	1,789.00	3,285.00	-45.54%
1111 · Pledges Receivable	130,500.00	59,069.00	120.93%
1113 · Grants Receivable 2	1,384,038.63	1,104,740.33	25.28%
Total Accounts Receivable	1,516,327.63	1,167,094.33	29.92%
Other Current Assets			
1455 · LaRosa Lab Credits	15,579.00	14,048.00	10.9%
1299 · Undeposited Funds	2,360.00	11,332.36	-79.18%
1410 · Inventory	8,513.61	7,485.46	13.74%
1450 · Prepaid Parking	1,220.00	1,220.00	0.0%
1452 · Prepaid Insurance	5,244.00	2,895.26	81.12%
Total Other Current Assets	32,916.61	36,981.08	-10.99%
Total Current Assets	1,844,747.96	1,450,204.99	27.21%
Fixed Assets			
1510 · Other Long-Term Assets			
1515.2 · Endowment Acct	149,364.21	181,937.19	-17.9%
1519.7 · The Mary S Shaub Fund	1,132,814.48	999,552.85	13.33%
1519.2 · Loan to CRWC from Shuab Fund	0.00	195,936.89	-100.0%
1521 · Spaulding Pond Stewardship Fund	251,495.89	228,599.80	10.02%
1520 · TrustCo of VT AnnuityInvestment	159,507.21	160,131.38	-0.39%
Total 1510 · Other Long-Term Assets	1,693,181.79	1,766,158.11	-4.13%
1620 · Plant, Property and Equipment	471,815.98	492,714.98	-4.24%
Total Fixed Assets	2,164,997.77	2,258,873.09	-4.16%
TOTAL ASSETS	4,009,745.73	3,709,078.08	8.11%
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable	69,227.58	72,879.89	-5.01%
Credit Cards	6,685.65	4,145.21	61.29%
Other Current Liabilities	46,793.42	52,356.76	-10.63%
Total Current Liabilities	122,706.65	129,381.86	-5.16%
Long Term Liabilities			
2600 · Debt	74,244.26	282,799.44	-73.75%
2800 · Deferred Revenue	3,075.00	2,500.00	23.0%
Total Long Term Liabilities	77,319.26	285,299.44	-72.9%
Total Liabilities	200,025.91	414,681.30	-51.76%
Equity			
3000 · Unrestricted net assets	85,798.68	75,246.45	14.02%
3050 · Unrestricted - Board Designated	-91,491.43	-95,265.43	3.96%
3100 · Temporarily restr net assets	1,769,485.33	1,769,310.91	0.01%
3200 · Permanently restrict net assets	1,195,489.93	1,195,489.93	0.0%
3900 · Earnings	349,614.92	-250,958.38	239.31%
Net Income	500,822.39	600,573.30	-16.61%
Total Equity	3,809,719.82	3,294,396.78	15.64%
TOTAL LIABILITIES & EQUITY	4,009,745.73	3,709,078.08	8.11%

Connecticut River Conservancy.
Statement of Financial Position
As of August 25, 2018

5:56 PM
08/25/2018
Accrual Basis

	Aug 25, 18	Aug 25, 17	% Change
ASSETS			
Current Assets			
Checking/Savings			
1015 · GSB-Checkng (4971)	35,748	108,103	-66.93%
1016 · GSB-Capital Fund (2479)	47,133	2,493	1,790.48%
1018 · GSB-Savings (9966)	24,965	15,257	63.63%
1019 · GSB-Flexible 6 Month CD (2588)			
1019.01 · Spaulding Pond Stewardship Fund	179,434	187,635	-4.37%
1019 · GSB-Flexible 6 Month CD (2588) - Other	-6,629	15,191	-143.64%
Total 1019 · GSB-Flexible 6 Month CD (2588)	172,806	202,826	-14.8%
1030 · Other cash	296	255	15.67%
Total Checking/Savings	280,947	328,933	-14.59%
Accounts Receivable			
1110 · Accounts Receivable	10,643	5,811	83.15%
1111 · Pledges Receivable	120,000	0	100.0%
1113 · Grants Receivable 2	1,367,797	1,200,471	13.94%
Total Accounts Receivable	1,498,440	1,206,282	24.22%
Other Current Assets			
1455 · LaRosa Lab Credits	16,779	16,544	1.42%
1299 · Undeposited Funds	4,204	25,034	-83.21%
1410 · Inventory	8,514	8,045	5.83%
1450 · Prepaid Parking	1,220	1,220	0.0%
1452 · Prepaid Insurance	5,244	2,895	81.12%
Total Other Current Assets	35,960	53,739	-33.08%
Total Current Assets	1,815,347	1,588,954	14.25%
Fixed Assets			
1510 · Other Long-Term Assets			
1515.2 · Endowment Acct	153,293	184,933	-17.11%
1519.7 · The Mary S Shaub Fund	1,152,861	1,011,642	13.96%
1519.2 · Loan to CRWC from Shuab Fund	0	195,937	-100.0%
1521 · Spaulding Pond Stewardship Fund	256,545	231,874	10.64%
1520 · TrustCo of VT AnnuityInvestment	159,507	160,131	-0.39%
Total 1510 · Other Long-Term Assets	1,722,206	1,784,516	-3.49%
1620 · Plant, Property and Equipment	471,816	492,715	-4.24%
Total Fixed Assets	2,194,022	2,277,231	-3.65%
TOTAL ASSETS	4,009,368	3,866,185	3.7%
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable	30,652	66,453	-53.87%
Credit Cards	5,463	1,965	178.03%
Other Current Liabilities	46,586	50,304	-7.39%
Total Current Liabilities	82,701	118,721	-30.34%
Long Term Liabilities			
2600 · Debt	72,098	279,665	-74.22%
2800 · Deferred Revenue	3,075	2,500	23.0%
Total Long Term Liabilities	75,173	282,165	-73.36%
Total Liabilities	157,874	400,886	-60.62%
Equity			
3000 · Unrestricted net assets	84,018	89,719	-6.35%
3050 · Unrestricted - Board Designated	-91,491	-91,491	0.0%
3100 · Temporarily restr net assets	1,660,138	1,846,556	-10.1%
3200 · Permanently restrict net assets	1,195,490	1,195,490	0.0%
3900 · Earnings	850,437	349,615	143.25%
Net Income	152,902	75,410	102.76%
Total Equity	3,851,494	3,465,298	11.15%
TOTAL LIABILITIES & EQUITY	4,009,368	3,866,185	3.7%