

DR 51

New Hampshire
 Department of Agriculture,
 Markets & Food

Shawn N. Jasper, Commissioner

April 20, 2021

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 Town of Chichester, Chichester, NH Vendor Code 154898 in the amount of \$23,156.00 for the *Valley View Conservation Area*, project in the Town of Chichester, Merrimack County, effective upon Governor and Council approval through April 30, 2023. 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 FY 22 & 23 budget approval.

Funding is available in the Conservation Number Plate account as follows:

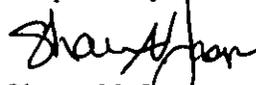
02-18-18-184500-28600000 SOIL CONSERVATION

<u>OBJECT CLASS</u>	<u>ACCOUNT</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>TOTAL</u>
073-500581	Grants – State	\$11,578.00	\$11,578.00	\$23,156.00

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 GRANTEE to perform certain tasks as enumerated in Exhibit B for the purposes of permanently protecting 27 +/- acres of agricultural land, enabling continued agricultural activity and passive recreational uses. 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

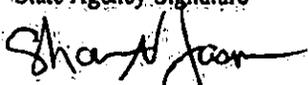
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. 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 Town of Chichester Conservation Commission Vender Code # 154898		1.4 Contractor Address 54 Main Street Chichester, NH 03258	
1.5 Contractor Phone Number 603-798-5350	1.6 Account Number	1.7 Completion Date 4/30/2023	1.8 Price Limitation \$23,156.00
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  Date: 4/13/21		1.12 Name and Title of Contractor Signatory Jodi Pinard Town Administrator	
1.13 State Agency Signature  Date: 4/21/21		1.14 Name and Title of State Agency Signatory Shawn N. Jasper Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: /s/ Stacie M. Moeser On: April 23, 2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
Date 4/13/21

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 Town of Chichester Conservation Commission shall perform the following tasks as described below and detailed in the proposal titled *Valley View Conservation Area* in the Town of Chichester, Merrimack County, NH, dated September 10, 2020:

Task 1: Permanently protect 27-acres, more or less, through the purchase of a conservation easement on the property known as the Valley View property, located in the Town of Chichester, NH.

- a. Provide the following information for the 27 +/- acre property:
 - i. Complete due diligence, provide documents and verification of SCC Grant funded transaction costs.
 - ii. Verification of the Stewardship Endowment financial commitment for the conservation easement property. Provide a copy of the Stewardship Endowment policy.
 - iii. Recorded Conservation Easement deed.
 - iv. Property Settlement Statement.
 - v. Executive summary and signatory acknowledgement of the Baseline Documentation Report.
- 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 as instructed by the SCC.

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	\$23,156.00
Total	\$ 23,156.00

CERTIFICATE of AUTHORITY

I, Bonnie Potter (Certifying Officer Name), Deputy Town Clerk
(Certifying Officer Title) of the Town of Chichester (Grantee Name)
do hereby certify that:

- 1. I am the duly elected / appointed Deputy/Acting Town Clerk (Certifying Officer Title);
- 2. At the meeting held on this date 3/23/21, the Chichester Board of Selectmen (Grantee Name) voted to accept New Hampshire State Conservation Committee funds and enter into a contract with the New Hampshire State Conservation Committee, Department of Agriculture, Markets and Foods;
- or
- 2. The _____ (Grantee Name) 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 Chichester Board of Selectmen (Grantee Name) further authorized the Town Administrator (Officer Title) to execute any documents which may be necessary for this contract;
- 4. This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- 5. The following person has been appointed to and now occupies the office indicated in (3) above:

Jodi Pinard
Print (Officer Name)

Town Administrator
Print (Officer Title)

6. I have hereunto set my hand as the

Bonnie Potter
Sign (Certifying Officer Name)
4/19/21
Date Signed:

Bonnie Potter
Print (Certifying Officer Name)
Deputy/Acting Town Clerk
Print (Certifying Officer Title)



Chichester Board of Selectmen
Minutes of Meeting
Tuesday March 23, 2021

Members Present: Richard Bouchard, Ed Millette, Jason Weir, and Jodi Pinard Town Administrator, Kristy Willey Administrative Assistant.

Members of the public: Bob Mann, Zach Boyljian, Stan Brehm, Bonnie Potter, Bette Bogdan, Evelyn Pike, Donna Chagnon, and other members of the public.

Call to Order: Mr. Bouchard called the meeting to order at 6:30pm and the following into the record.

IN LIGHT OF THE COVID 19 (CORONA VIRUS) SOCIAL DISTANCING ADVICE MADE BY THE GOVERNOR AND CDC, THE TOWN OF CHICHESTER FOLLOWING A DECLARATION OF EMERGENCY BY THE SELECT BOARD CHAIRPERSON, IS PROVIDING A MEETING PARTICIPATION VIA TELEPHONE CONFERENCE FOR YOUR SAFETY.

Mr. Bouchard

I will open the meeting in the light of the COVID-19 Coronavirus, social distancing advice made by the government, providing a meeting participation via telephone conference for your safety. If you would like to participate in this telephone conference, please call this number from home and enter this code meeting ID 817-298-5927 passcode 263005 following along with a digital copy from my web site at ChichesterNH.org. We will also be streaming this meeting as a webinar, which you join by going to this link for the meeting. please reach out to Jodi Pinard with any questions or concerns at email JPinard@ChichesterNH.org .

Conservation-

first on the agenda is Conservation with the two grants so the first grant is for the CCS drinking water supply. And the second one is for the conservation easement.

Mrs. Pinard

I just want to say, on the New Hampshire drinking water groundwater trust fund that grant, Exhibit A needs to be corrected. The second sentence is it has approximately 27 acres of land in Rochester, that needs to say, Chichester, that Evelyn caught.

Mr. Boyljian

There are two grants, the drinking water which helps protect the drinking water at the Chichester Central School. The moose plate grant is just some additional funding and helps us minimize how much of the Conservation Fund needs to be used to make this project work.

Mrs. Pinard

You can also authorize me to sign them unless you guys are going to come in and sign them.

Mr. Bouchard made a motion to accept the grant from NHDES in the amount of \$64,347 to purchase the conservation easement to protect the CCS drinking water supply. Mr. Weir seconded. Roll call. Millette, aye. Weir, aye. Bouchard, aye. Motion Passes.

Chairman Bouchard

Mr. Bouchard made a motion to accept the New Hampshire moose plate grant/New Hampshire state conservation committee in the amount of \$23,156 to purchase the Valley View conservation easement area project. Mr. Weir seconded. Roll call vote. Roll call. Millette, aye. Weir, aye. Bouchard, aye. Motion Passes.

Chairman Bouchard

Mr. Bouchard made a motion that the Board of Selectmen give Mrs. Pinard authorization to sign for the Moose Plate Grant and the Valley View easement documents. Mr. Weir seconded. Roll call vote. Roll call. Millette, aye. Weir, aye. Bouchard, aye. Motion Passes.

Planning Board Appointments-

Chairman Bouchard

Moving on to appointments for the Planning Board.

Selectmen Weir

Mr. Weir made a motion to reappoint Tom Jameson and Dan Humphrey as regular members and Kevin Mara as an alternate. Mr. Millette seconded. Roll call vote. Roll call. Millette, aye. Weir, aye. Bouchard, aye. Motion Passes.

LUCT-

Chairman Bouchard

Coleman Concrete & BMT Construction

Mr. Weir made a motion and Mr. Millette seconded to approve the Land Use Change Tax for Coleman Concrete in the amount of \$10,000 and for BMT Construction in the amount of \$500.00. Mr. Millette seconded. Roll call. Millette, aye. Weir, aye. Bouchard, aye. Motion Passes.

Meeting Minutes-

Chairman Bouchard

Mr. Bouchard made a motion to approve the meeting minutes of 03/02/2021 with minor changes. Mr. Weir seconded. Roll call. Millette, aye. Weir, aye. Bouchard, aye. Motion Passes.

Other Business-

Mrs. Pinard

I would like to approach the board to discuss reopening Town Hall and doing our meetings in person. I would like to reopen Town Hall as of April 5, 2021 and go back to normal hours, masks being required in the office. And have our meetings upstairs, with masks being required. I think that we are ready.

Selectmen Weir

Absolutely.

Chairman Bouchard

I'm good with it as long as we can mandate and monitor the masks, so we just don't run into issues. As for meetings, I like the interaction of being in person, it is a lot easier to communicate.

Selectmen Millette /

I would still like to find a way to be able to stream our meetings. As we move forward, though, I do think it is a good medium for just in general, not even just for COVID time, I think we should be doing it all the time. It allows people if they are out of town to be involved. We have had better attendance virtually than we have had, as far as I can remember almost ever in person. I would love to be able to continue that theme and find out what we need to do technology wise to be able to make that happen. But I am completely. I am 100% on board with the in person.

Selectmen Weir

I agree. There are some people that still are not comfortable being in person. And there is a lot of people that it's just more convenient to participate in this format. The only concern that I have is public comment. That is the portion that I think we need, we need very badly, and it's not as easy in this medium. So, if we can get past that. It is not a deal breaker, I just want to make sure that for the people that are not in person, if they want to comment and they want to be part of the discussion, that we have a technology solution that is adequate to allow that.

Mrs. Pinard

When we meet in person, and people are on zoom, comments should be submitted by about five o'clock the day of the meeting, so that you can read those public comments into the record, they can then choose to comment after. Watching both of those situations, the zoom screen and in person is too difficult.

Selectmen Weir

So putting that was one of my concerns, what we can't have two different ways of the public being able to comment if we're going to allow the public that's in person to be part of the discussion. But we are going to limit how the remote people do it. We cannot do that. And what I do not want to do is how the school's handling you know, there's five minutes at the beginning in this very limited and then there's no more discussion that's allowed. So how we have been luckily able to do it, whether it all remotely or even in person is everybody gets to have their say and as long as nobody's excessively using up more time than they should. We need to find a technology solution for that. We just cannot have two separate ways. It's got to be the same for the people that are in person as it is for people that are remote.

Chairman Bouchard

Agreed, I think they should be able to have their input and we should be able to meet.

Selectmen Weir

We tried this before, having an in-person meeting and having zoom on the side and the technology that we are using at that point didn't work, there was echo there was everybody had a hard time here, and we need to have a better technology solution. If that means spending some money, then let's spend some money and make sure that our technology works. So, like the people that are remote are sitting there, they can hear us, we can hear them. No Echo, we still have to have some kind of gatekeeper. You know, we cannot have people talking over each other. But let's look at the technology solution. And, and even if maybe we do not, you know, we do not have that it's not perfect day one. But let's work towards that.

Selectmen Weir

There should be one caveat. I want to say that we as the board of Selectmen may want to put a drop-dead date on this meeting in public. If in six months down the road, the Conservation Commission is still saying that we do not want to meet in person, we may want to decide for them. I am not sure we're not there yet. But we may want to just keep that in mind. At some point, we may decide that this is the guidance coming from the Board of selectmen.

Selectmen Weir

Mr. Weir made a motion as of April 5, the town hall will revert to normally scheduled business hours, and board and committee meetings may resume in person at the discretion of the chairman. Mr. Bouchard seconded. Roll call. Millette, aye. Weir, aye. Bouchard, aye. **Motion Passes.**

Chairman Bouchard

Right. I do not know if you guys noticed, but I noticed today that the minutes were very well detailed. And it is the tool I think Kristy is using now that records everything. So, there is a lot of detail and the minutes. So, when you guys are reading them and reviewing them and stuff, everything's in there, that goes from sentence to sentence. They are a little longer and a little more explained than in the past.

Mrs. Pinard

So you are aware at our next meeting April 6, you guys will be receiving tax deeds from the tax collector. I do have two residents that have requested to speak to the board in a nonpublic, so I don't know if you want to hold those non public's prior to the tax collector handing the deed or if you want to hold that at the end of the meeting.

Selectmen Millette

I would say we probably need to be presented with the tax deeds first and then have a discussion with the property owners subsequent after that.

Chairman Bouchard

Do they want to be in person, or they didn't want to zoom in?

Mrs. Pinard

I believe they'll be in person. It is inability to pay.

Chairman Bouchard

I just want to give them the option. They can zoom also, that is fine.

Mrs. Pinard

I spoke to both property owners and let them know that I would be approaching the board with this this evening. And I would get back to them tomorrow to let them know how the board would like to speak and how we would move forward with the meeting with the board.

Selectmen Millette

I would welcome them to come the same evening, I would just schedule them for the end of the meeting. Okay.

Mr. Moore

The only thing I want to throw out is the coordination I've been doing between the Town and the Regional Planning Commission. I just want to sync up on some of those loose ends. So one of the things we had going, though I think we're we don't need to deal with at the moment was getting some tap funding from the New Hampshire DOT, for a trail between the Chichester library and the Chichester school. But it looks like we missed a deadline for getting something in there was 100 pounds of work and 10 pounds of time. So as far as I can see, that has fallen off, and I don't see it coming back on the board or anybody's radar screen, in the near term. Second, kind of related to that. And again, I'm just sinking up. Make sure that my understanding is the same as everybody else's. We brainstormed very briefly, at a very general

level of also a trail from the Chichester school to Carpenter Park, possibly using tap funds again. Again, I think that is one that has fallen off the radar screen for using that thing, unless somebody tells me differently, and part of the issue is ours. We have got to track down easements, first, and then there's that little issue of 20% funding from the town. So, I just don't think we're quite there yet. So unless somebody tells me otherwise, I'm not going to initiate or pursue that area. So, it's like to click related item. Is Chester Main Street. Is that me? Oh, hold on one second.

So, another thing that we have been coordinating with the Regional Planning Commission was Main Street. And there is at least two areas, two different things on Main Street. One was to try to do something about reducing truck traffic. So that has gone through on an informal basis that's made it into the New Hampshire DOT, safety program thing. And there, they have got it on the radar screen. I'd say it's probably a long way from the center of their radar screen, but it is on the screen somewhere. So, I want to make sure we do want to pursue that. Is that correct? Yes. Kind of what I thought I want to make sure no, another mainstream thing that we have never really talked through in much detail is the issue of the sharp corner up by the town hall, the church, Center Street and all that stuff. When I look at the aerial photo, like using an aerial photo from the charrette, for example. You know, those streets really do line up for a four way stop. So, I have not done anything official on that. But on an informal basis, I mentioned to others that you know, if we are concerned about Main Street traffic, that might be something to look at. That helps with a truck Traffic issue because you are forcing trucks to stop when they'd rather not. And it also helps to some extent, at least in my mind was pedestrians trying to cross in vehicles know that they either came out of a stop sign a minute ago, or they are going into one, you know, in a couple of seconds. So, I do not see that it can hurt the pedestrian issue is how do we want to proceed with that? Do we want to think about that for a little bit? Or you want me to stop pounding a drone? Possible four-way intersection? Think about it.

Chairman Bouchard

I would like whatever we can do for safety, but I do not want to impede traffic. Like we said, the section by Granny Howe at the corner is so sharp that trucks now have a hard time getting around, we could fix that somehow. From the neighbor on opposite corner of the church, they get people just flying right through the intersection. It is hard getting out of the driveway, I think if a stop sign was there, it is going to make a lot of people miserable. But it is probably going to make a lot of people happy too.

Mr. Moore

Well, the thing about a four-way stop is it does not cost an awful lot of money to implement. And if you do not like it, it is not that hard to take the signs down and go back to where you were before, you haven't wasted a lot of money on that one. So that is one of the things I like about it is it kind of gets the ball rolling. If it looks like it is the right path, that may not be the right ultimate solution. But if it looks like that is the right path, you know, you are finding that out without spending a lot of money. And if it looks like it is the wrong path, where you found that out without spending a lot of money. That is part of the reason I like investigating that four way stop. Okay, so if you want, I will continue with that we have got a meeting coming up in another week or so. So that is why I want to get these going.

Mrs. Pinard

It was just a letter stating that they are going to do a safety audit and they will be reaching out to us when they were ready. Okay,

Mr. Moore

did they say if they are going to try to use money from this year's? Because that was my understanding was it was going to come at us quickly. Because their fiscal year ends at the end of June. And they wanted they had the money to do it in this fiscal year. So that return Okay, I will check on that as well done. And, and go. So those are the things we got going

on with between Chester and Regional Planning Commission. You know, there is always a bunch of other stuff, corridor studies and all that. But as far as stuff that is, you know, closer to the middle of our radar screen, that is it. Is there anything else I should be thinking about or doing? Or we are okay.

Chairman Bouchard
I think we are okay.

Mr. Moore
Okay, good. Thanks for jumping in without being on the agenda.

Chairman Bouchard
Thanks for doing this.

Mr. Boyljian
I am following up with Richard. We are will still kind of pursuing additional easements for trails between the school and the library and Carpenter Park. I tried contacting landowners between the school and Carpenter Park. Kristy got me the tax cards. I could not track down a phone number for them. I sent a letter, of course, you are not guaranteed to know that they actually got it. Presumably, they got it and did not respond. Anyway, I will continue to try to figure that out.

Mrs. Pike
I'd like the Board to consider strongly what I'm about to say. As of January 1, there has been changes to the Town Clerk and the Tax Collector's office. Bonnie is no longer deputy Town Clerk, but as serving as acting Town Clerk. I am no longer Town Clerk but serving the public as the tax collector. Bonnie is my deputy Tax Collector, and everyday I want the tax office to be open to the public. We want accessibility. We want accountability and be responsive to the needs of the public.

Mrs. Plnard
We need to stop because it's nonpublic.

Mrs. Pike
Now I'm not talking about the positions.

Ms. Willey muted the meeting and asked:
Do you guys want to continue this conversation, or do you want to schedule a nonpublic?

Chairman Bouchard
I would like to do it in nonpublic because it is a position but if the person is in the position, it was like in the old days if we talked about the Road Agent.

Ms. Willey
She is deputy Town Clerk she's not elected.

Chairman Bouchard
That is the other issue too is she is not she's not the Town Clerk. She might be acting but she is still the deputy.

Mrs. Plnard

She assumed the duties, but she is an employee of the town of Chichester. And whenever referencing the deputy Tax Collector, Deputy town clerk you're talking about an employee which is covered under the art 91 A RSA that is a nonpublic issue that needs to be discussed in nonpublic, which

Selectmen Weir

It depends on what it is Evelyn asking for here? Is she saying We don't have enough man hours to do the job. What are what is she asking for?

Selectmen Weir

No, it's not. If this is the sheer fact of the questions and I honestly have no idea what is going on. If we are not. If we do not have enough staff, or are we not providing enough man hours. That is not a 91-A issue. Correct.

Chairman Bouchard

But if we are talking about giving someone a raise, or paid period, if you are talking about pay and paying that person for anything, then it is.

Mrs. Pinard

The conversation that Evelyn would like to bring up as a nonpublic issue, I am telling you that as the Town Administrator, take my advice or not, but you can be in court if she continues her conversation.

Chairman Bouchard

So, like I said, I don't have a problem with going to the nonpublic, even if it's tonight and talking about this. It's going to be about salary, somehow, or about payments, and that ends up being nonpublic

Selectmen Millette-

well, what before we go to nonpublic, if I could just say publicly, so this is one of the things that we need to figure out as a board. So, this has always been kind of a mixed pot. We have had the same person hold two completely different offices for a long time. But we forget that these are two completely different offices, they share space, but they have completely different responsibilities. They are two completely separate jobs, we continue to mix the pot, even though we have two different people that are that are doing two separate jobs. I think it is alright, I think it's a poor idea to continue to have. And maybe I am alone on this, but that having each other to be the deputy of each other and still be in the same office and hold separate positions is a bad idea, in my opinion, going forward, there should be separation of the two offices, and each office should be required to hold hours. So, if they want to be available to the public, then they need to have posted hours for the Tax Collector, and then there needs to be posted hours for the Town Clerk. They are not one to cover the other. They are two separate entities and for a long time, and it is worked out great. And this has nothing as to Evelyn, she did a great job doing both jobs, but they are two separate jobs. And Evelyn chose to not do one of those jobs. So, I and I don't have the answer all by myself. But this board needs to take up this as a discussion and come up with a solution for this. And in my opinion, at least at the beginning of the conversation there needs to be a separation of the two departments. If we need to go into nonpublic because we are going to discuss somebody's pay or performance, then I'm all for it. If we do not need to go into nonpublic and it does not go into those avenues. I am all for having a public meeting as well, there is nothing here that should not be transparent. I think the whole structure of that two responsibilities needs to be evaluated and changed. Then so you got this deputy thing going on back and forth, which I guess is okay. Except when. And I am not saying it is happening. But if somebody decides they want to leave on an 85-degree afternoon and the other person's left to hold the bag, they are doing both jobs for somebody just not holding the bag hours, for instance. The two people that are doing those jobs are the two people that this board needs to

talk to you to get feedback on this probably. And they can tell us what is working and not and not working. And that would be nonpublic, in my opinion.

Selectmen Weir

I tend to agree with that part. Then if there is something broken, let us fix it. And I don't disagree with your Ed with your sentiment that, like a clean cut between the two departments would be nice. I am not sure that it's completely necessary the way you said it, but there needs to be clear lines of accountability and responsibility. And then if there is crossover, that is not necessarily a bad thing, but if there's clear lines of accountability and responsibility, then those issues will they'll work themselves out unless we're being negligent in our duties.

Chairman Bouchard

All right, do we need to set up a nonpublic?

Mr. Millette

I am going to go with Jodi's recommendation, not knowing specifically what the discussion is going to entail. I suggest we allow Evelyn to continue with her discussion and we offer Bonnie to be involved and we have Evelyn and Bonnie both in a nonpublic and if it if the topic gets to what does not need to be nonpublic then we will come back out of nonpublic and we'll go from there.

Mrs. Pinard

Do you want to hold that tonight? Or do you want to do it in person on the sixth?

Mr. Millette

I would much rather do it in person.

Selectmen Weir

Absolutely.

Chairman Bouchard

I do not mind. We can wait two weeks.

Mrs. Pinard

I personally believe it can wait. But I think that would be a question for Bonnie and Evelyn.

Mrs. Pinard

Bonnie, do you want to go now or wait?

Mrs. Potter

I am fine with waiting.

Chairman Bouchard

All right, thank you.

Mrs. Pike

I will go with what the majority says. I would rather do it tonight, but I will go with the majority.

Chairman Bouchard

Thank you. We will put it on the schedule.

Mrs. Pike

Thank you.

Chairman Bouchard

You're welcome. Can we schedule it a quarter past six or six?

Mrs. Pinard

I will schedule it at six.

Selectmen Millette

That would be great.

Mr. Weir

I prefer that.

Chairman Bouchard

Let's do it right off the bat.

BCEP Update-

Chairman Bouchard

We just had interviews last Thursday. We have three candidates, and we will be deciding or talking about it more and deciding, hopefully, on Thursday for the admin position. As far as everything else working, everything is cranking along and the trash was coming in and trash is going out. Richard Moore's doing a ton. He is the one that ended up getting us to take an evaluation of every piece of equipment. Hopefully, we can get someone in there because it's tough for the Selectmen to deal with it because he's got other stuff going on. He is just there filling the seat making sure that there's someone there so the place just doesn't run wild.

Mr. Millette

Has Craig posted the roads? Is he going to post the roads? Horse corner roads not posted.

Mrs. Pinard

I'll find out why he didn't post Horse Corner.

Mr. Millette

I thought it was strange that that corner was not posted, especially considering how much traffic it gets. Thank you.

Mr. Boyjlan

I was hoping to talk with you guys about potential land acquisition out by Lynxfield Pond. I would request it'd be nonpublic session. I don't think it'll take very long because it's just an update to get some feedback from you but work out a bit at a crossroads at this point. We are either going to move forward or not. And we need some input. All right. We will have information about actual costs and no landowner's name and that kind of stuff.

Chairman Bouchard

All right. Well, two weeks work to put you on a schedule, or do you need it sooner?

Mr. Millette

It sounds like he was looking for tonight.

Chairman Bouchard

All right.

Mr. Boyljian

It would be good to get it done tonight. That way, if we need to take action in the next Conservation Commission meeting, we can do that.

Chairman Bouchard

Okay.

Mrs. Plnard

Yeah, it's on the bottom of the agenda. 91- A:3 II (d) - Consideration of the acquisition, sale, or lease of real or personal property which, if discussed in public, would likely benefit a party or parties whose interests are adverse to those of the general community.

A motion was made by Mr. Bouchard and seconded by Mr. Millette to enter non-public. Bouchard, Aye, Millette Aye, Weir, Aye. Motion Passes.

A motion was made by Mr. Bouchard and seconded by Mr. Weir to exit non-public session. Bouchard, Aye, Millette Aye, Weir, Aye. Motion Passes.

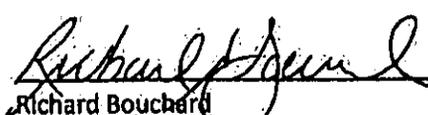
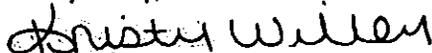
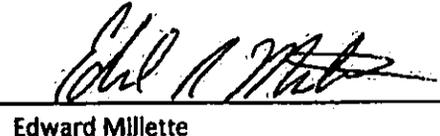
A motion was made by Mr. Millette and seconded by Mr. Weir to seal the non-public meeting minutes until the deal is completed or abandoned. Bouchard, Aye, Millette Aye, Weir, Aye. Motion Passes.

Adjournment:

Being no further discussion, a motion was made by Mr. Millette and seconded by Mr. Bouchard to adjourn the meeting at 7:33pm. Roll call vote. Millette, aye. Bouchard, aye. Motion passes.

Respectfully submitted,

Kristy Willey, Administrative Assistant


Richard Bouchard
Edward Millette
Jason Weir



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Town of Chichester 64 Main Street Chichester, NH 03258		140	NH Public Risk Management Exchange - Primex [®] Bow Brook Place 48 Donovan Street Concord, NH 03301-2624		
X	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2021	1/1/2022	Each Occurrence	\$ 5,000,000
				General Aggregate	\$ 5,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
	Workers' Compensation & Employers' Liability			Statutory	
				Each Accident	
				Disease - Each Employee	
				Disease - Policy Limit	
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.					

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