



STATE OF NEW HAMPSHIRE
 DEPARTMENT of NATURAL AND CULTURAL RESOURCES
DIVISION of PARKS and RECREATION
 172 Pembroke Road Concord, New Hampshire 03301
 Phone: (603) 271-3556 Fax: (603) 271-3553
 Web: www.nhstateparks.org

July 14, 2021

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

REQUESTED ACTION

Pursuant to RSA 21-I:80, I(b), authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation to enter into a contract Arnold M. Graton Associates, Inc. (VC #159202), Holderness, NH in the amount of \$434,000 for renovations to the Park Office building at Milan Hill State Park effective upon Governor and Executive Council approval for the period August 23, 2021 through September 16, 2022. 100% Capital Funds.

Funds are available in the following account for Fiscal Years 2022 and 2023 with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

03-035-035-350030-13160000, 19-146:1XIIA – Roofing and Repair

	<u>FY 2022</u>	<u>FY 2023</u>
034-500162 – Capital Projects	\$325,500	\$108,500

EXPLANATION

This contract provides construction services to construct a new foundation for the Park Office building at Milan Hill State Park in Milan, which is an existing historic building originally constructed in 1939. The existing foundation is failing and the State Fire Marshal's office has closed the building until it can be replaced.

In October 2019, an invitation to submit bids for the above project was posted on the Division of Purchase and Property's website, the Division of Parks and Recreation's website, and the following construction services' websites: Construction Summary of NH, Infinite Imaging, McGraw Hill Construction, Signature Press and Blueprinting, and Works in Progress, and no bids were received. In April 2021, the project was rebid and two contractors attended a mandatory site visit during the bidding period. Bid opening occurred on June 17, 2021 and only 1 bid proposal was received.

The Attorney General's office has reviewed and approved this contract as to form, substance and execution.

Submitted by,

Philip A. Bryce
 Director

Concurred by,

Sarah L. Stewart
 Commissioner

(15M)

**STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
Division of Parks and Recreation
Planning and Development**

Closing Date: June 17, 2021 at 2:00 PM

Project #: CAP 2003

Project Name: Milan Hill Park Office New Foundation

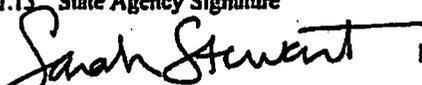
Contractor Name and Address	Bid Amount
Arnold M Graton Associates	\$434,000.00
GW Brooks	No Bid

Bidding Procedure: In October 2019, an invitation to submit bids for the above project was issued in accordance with Department of Administrative Services' policy and no bids were received. In April 2021 the project was rebid. The bid solicitation was posted on the Division of Purchase and Property's website, the Division of Parks and Recreation's website, and the following construction services' websites: Construction Summary of NH, Infinite Imaging, McGraw Hill Construction, Signature Press and Blueprinting, and Works in Progress. Two (2) contractors attended a mandatory site visit during bidding. Bid opening occurred on June 17, 2021 and One (1) bid proposal were received.

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

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

I. IDENTIFICATION.

1.1 State Agency Name Department of Natural and Cultural Resources		1.2 State Agency Address 172 Pembroke Road, Concord NH 03301	
1.3 Contractor Name Arnold M. Graton Associates Inc.		1.4 Contractor Address P.O. Box 174, Holderness, NH 03245	
1.5 Contractor Phone Number 603-968-3621	1.6 Account Number 035-13160000-034-500162	1.7 Completion Date September 16, 2022	1.8 Price Limitation \$434,000
1.9 Contracting Officer for State Agency Scott Conuth, Architect		1.10 State Agency Telephone Number 603-271-3676	
1.11 Contractor Signature  Date: 7/6/21		1.12 Name and Title of Contractor Signatory MARGIE DAUSELET PRESIDENT	
1.13 State Agency Signature  Date: 7/18/21		1.14 Name and Title of State Agency Signatory Sarah L. Stewart, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: N/A Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 7/29/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: G&C Meeting Date:			

Contractor Initials 
Date 7/21

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 80:7c 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 91A 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.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION**

Milan Hill State Park – Park Office New Foundation

EXHIBIT A

There are no changes or additional provisions to this contract.

EXHIBIT B

Scope of Work

The Contractor shall provide the State with construction services to construct a new foundation for the Park Office at Milan Hill State Park in Milan, by, on, or before the Completion Date. The Contractor shall be responsible for all labor, materials, equipment and services required for the project, in compliance with, and as indicated by and in the Departments drawings and specifications "Project No: CAP 2003 Park Office New Foundation" dated April 14, 2021 and any associated Addenda issued. Copies of which the Contractor acknowledges receipt of, and the following scope of work:

The Work of the Project is defined by the Contract Documents and consists of the following:

1. Jacking and lifting an historic wood framed building, removing the existing concrete foundation wall and pouring a new reinforced concrete foundation wall.

A 100% performance and payment bond shall be furnished by the Contractor 15 days prior to the start of construction. The bond shall meet the requirements of New Hampshire RSA 447:16. The work of the contract shall not commence until such bond has been executed.

EXHIBIT C

Contract Price

The total contract is not to exceed \$434,000.00

Method of Payment

Payments shall be made monthly in proportion to the work completed and approved by the Project Manager and within 30 days after receipt of itemized payment requisitions.

Term

This contract shall commence upon approval of the Governor and Executive Council with a completion date of September 16, 2022.

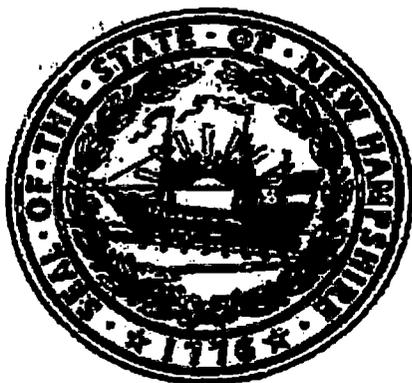
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that **ARNOLD M. GRATON ASSOCIATES, INC.** is a New Hampshire Profit Corporation registered to transact business in New Hampshire on August 22, 2000. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 357231

Certificate Number: 0005374892



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 31st day of May A.D. 2021.

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

William M. Gardner
Secretary of State

Corporate Resolution

I, Ann M. Jean, hereby certify that I am duly elected Clerk/Secretary/Officer of Ann M. Jean Association hereby certify the following is a true of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on January 28, 2021, at which a quorum of the directors/shareholders were present and voting.

Voted: That Margaret Danseberg (may list more than one person) is duly authorized to enter into contracts or agreements on behalf of Ann M. Jean Association Inc. with the State of New Hampshire and any of its agencies and departments and further is authorized to execute any documents which may in his/her judgement to be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as the date of the contract to which this certificate is attached. This authority shall remain valid for thirty (30) days from the date of this Corporate Resolution. I further certify that it is understood the State of New Hampshire will rely on this certificate as evidence the person(s) listed above currently occupy the positions(s) indicated and that they have full authority to bind the corporation. To the extent that there are limits on the authority of an listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 7/2/2021

ATTEST: Arnold Gratton, Owner
(Name & Title)

STATE OF New Hampshire
COUNTY OF Grafton

On the 2nd day of July 2021, before me Megan Piazza, the undersigned officer personally appeared Arnold Gratton, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Megan Piazza
Justice of the Peace / Notary Public

My Commission Expires: Nov 16, 2021



ANNUAL MEETING
OF THE
DIRECTORS AND SHAREHOLDERS
OF
ARNOLD M. GRATON ASSOCIATES, INC.

At the Annual Meeting of the Corporation held at the Law Office of Luke A. Glavey, Attorney at Law, at 63 West Street, in Ashland New Hampshire on the 28th day of January 2021 at 11:00 AM, in which all of the Directors and Shareholders being present, the following action was presented and unanimously voted and approved by the Directors and Shareholders of the Corporation:

VOTED:

1. That the Directors and Shareholders of the Corporation hereby waive notice of the Annual Meeting of the Corporation in accordance with the By-Laws of the Corporation.
2. That all prior actions and decisions of the Officers and Directors of the Corporation since the last Annual Meeting of the Corporation, that being on November 15, 2019, conducted on behalf of the Corporation, are hereby ratified and approved.
3. That it was voted by the Directors of the Corporation to allow Arnold M. Graton to transfer Six (6) of his Shares of Stock in Arnold M. Graton Associates, Inc., to Margaret E. Dansereau.
4. That it was voted by the Directors of the Corporation to agree to allow Arnold M. Graton to transfer Five (5) of his Shares of Stock in Arnold M. Graton Associates, Inc. to Timothy D. Dansereau.
5. That after the herein stated stock transfer in Arnold M. Graton Associates, Inc. the One Hundred Ten Shares of Stock that have been issued by the Corporation have been issued as follows:

A.	Margaret E. Dansereau:	57 Shares
B.	Arnold M. Graton:	43 Shares
C.	Timothy D. Dansereau:	10 Shares

Total: 110 Shares

**RE: ANNUAL MEETING OF THE DIRECTORS AND SHAREHOLDERS OF
ARNOLD M. GRATON ASSOCIATES, INC.**

6. That upon a Vote by the Directors of the Corporation and upon unanimous agreement by the Shareholders of the Corporation, that all of the Stock Certificates that have been issued by the Corporation thus far since its incorporation, that being Stock Certificates Nos 1, 2, 3, 4, 5, & 6, shall be returned, assigned, and transferred back to the Corporation, and three new Stock Certificates shall be issued by the Corporation, and they being as follows:

- A. Stock Certificate 7: Margaret E. Dansereau: 57 Shares
- B. Stock Certificate 8: Arnold M. Graton: 43 Shares
- C. Stock Certificate 9: Timothy D. Dansereau 10 Shares

7. That the following Officers are hereby nominated and voted to serve for the Corporation until the next Annual Meeting of the Corporation:

- A. Margaret E. Dansereau: President
- B. Timothy D. Dansereau: Vice-President
- C. Margaret E. Dansereau: Treasurer
- D. Arnold M. Graton: Secretary

8. That the following Directors are hereby nominated and voted to serve for the Corporation until the next Annual Meeting of the Corporation

- A. Margaret E. Dansereau: Director - Chairman
- B. Arnold M. Graton: Director
- C. Timothy D. Dansereau: Director

RE: ANNUAL MEETING OF THE DIRECTORS AND SHAREHOLDERS
ARNOLD M. GRATON ASSOCIATES, INC.

VOTED AND APPROVED.

MEETING ADJOURNED.

Dated: January 28, 2021.



Margaret E. Dansereau
Chairman -- Board of Directors

ATTEST:

Dated this 28 day of January, 2021.

BY:



Arnold M. Graton - Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/05/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Meicher & Prescott Insurance 426 Main Street Laconia NH 03246		CONTACT NAME: J.B. Martineau PHONE (603) 524-4935 FAX (603) 524-4935 EMAIL ADDRESS: jmartineau@meicher-prescott.com
INSURED Arnold M Graton Assoc. Inc P O Box 174 Holderness NH 03284		INSURER(S) AFFORDING COVERAGE
		INSURER A: Cincinnati Specialty Und INSURER B: Cincinnati Insurance Co INSURER C: Cincinnati Indemnity Ins Co INSURER D: INSURER E: INSURER F:
		NAIC # 13037 10377 23280

COVERAGES **CERTIFICATE NUMBER:** CL217507408 **REVISION NUMBER:**

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

LINE LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	CSU0042191	10/12/2020	10/12/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIREN AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	EBA 0184141	10/11/2020	10/11/2021	COMBINED SINGLE LIMIT (EA OCCURRENCE) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$	Y	Y	TBD	07/07/2021	07/07/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 OTHER \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EWC 0409178	10/30/2020	10/12/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Owners Contractors Protective	Y	Y	TBD	07/07/2021	07/07/2022	Each Occurrence \$2,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
WC States Covered-NH
Excluded Officers Arnold Graton, Meg Dansereau and Tim Dansereau
Certificate Holder is included as Additional Named Insured as respects General Liability premises and operations and Additional Insured as respects Auto Liability and Excess Liability but only when required in a written agreement. Waiver of subrogation applies to all policies except where prohibited by statute. 30 days cancellation notice will be provided, except 10 days for nonpayment of premium.

CERTIFICATE HOLDER State of New Hampshire Division of Parks and Recreation 172 Pembroke Road Concord NH 03302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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