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**New Hampshire**  
Department of Agriculture,  
Markets & Food

Shawn N. Jasper, Commissioner

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March 15, 2023

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 Fremont Conservation Commission, Fremont, NH, Vendor Code 159867, in the amount of \$30,000.00 for the *Glen Oaks Forest Expansion* project in the Town of Fremont, Rockingham County, NH effective upon Governor and Council approval through April 30, 2025. 100% Other Funds.

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

**02-18-18-184500-28600000 SOIL CONSERVATION**

<u>OBJECT CLASS</u>	<u>ACCOUNT</u>	<u>FY2023</u>	<u>FY2024</u>	<u>TOTAL</u>
073-500581	Grants – State	\$29,500.00	\$500.00	\$30,000.00

**EXPLANATION**

The State Conservation Committee (SCC) in fulfillment of its responsibilities under the Conservation Number Plate grant program, RSA 261:97-c III(a), wishes to provide grant funds to Town of Fremont Conservation Commission to perform certain tasks as enumerated in Exhibit B for the purposes of permanently protecting 24-acres, more or less, of *Glen Oaks Forest Expansion* in the Town of Fremont, NH. 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

## GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby  
Mutually agree as follows:  
GENERAL PROVISIONS

## 1. Identification and Definitions

1.1. State Agency Name State Conservation Committee		1.2. State Agency Address P.O. Box 2042 Concord, NH 03302	
1.3. Grantee Name Town of Fremont Conservation Commission		1.4. Grantee Address P.O. Box 120, Fremont NH 03044	
1.5. Grantee Phone # 603-777-2438	1.6. Account Number	1.7. Completion Date 4/30/2025	1.8. Grant Limitation \$ 30,000.00
1.9. Grant Officer for State Agency Deirdre Brickner-Wood		1.10. State Agency Telephone Number (603) 271-3551	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Leanne Miner, Conservation Commission Chair	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Shawn N. Jasper, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: Christopher G. Aslin Senior Assistant Attorney General, On: 4/11/2023			
1.16. Approval by Governor and Council (if applicable) By: _____ On: / /			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-e.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31:95-b.

7. **RECORDS AND ACCOUNTS.**

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions.

8. **PERSONNEL.**

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a continued effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA; RETENTION OF DATA; ACCESS.**

9.1. 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, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date, the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date 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, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. **EVENT OF DEFAULT; REMEDIES.**

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

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

11.2.1 Give the Grantee 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 remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. **TERMINATION.**

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall, in no event, relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice of default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

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8/23/23

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. **GRANTEE'S RELATION TO THE STATE** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. **ASSIGNMENT AND SUBCONTRACTS** The Grantee shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. **INDEMNIFICATION** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.

17. **INSURANCE**

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates 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.

18. **WAIVER OF BREACH** 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.

19. **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 first above given.

20. **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 Council of the State of New Hampshire, if required or by the signing State Agency.

21. **CONSTRUCTION OF AGREEMENT AND TERMS** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. **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.

23. **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 relating hereto.

24. **SPECIAL PROVISIONS** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

CLG  
2/23/23

**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 Fremont Conservation Commission shall perform the following tasks as described below and detailed in the proposal titled *Glen Oakes Forest Expansion* in the Town of Fremont, Rockingham County, NH, dated September 9, 2022:

Task 1: Permanently protect 24 acres, more or less, through the acquisition of a fee interest on the property identified as Tax Parcel Map 4, Lot 77 (Property), located in the Town of Fremont, NH.

a. Complete the following:

- i. Recorded Fee deed and Conservation Easement deed.
- ii. Property Settlement Statement.
- iii. Executive summary of property appraisal.
- iv. Verification of the Stewardship Endowment commitment for the Property.

b. Provide the following for project outreach and completion:

- i. 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.
- ii. Provide at least one project photograph for NH State Conservation Committee use.
- iii. 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.
- iv. Submit final report and associated documents, as instructed by the NH State Conservation Committee.

**Subcontract Provision**

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

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

The NH State Conservation Committee shall pay to the Grantee the total reimbursable program costs not to exceed the grant limitation (section 1:8) in accordance with the following requirements:

The invoice form shall be accompanied by proper supporting documentation based upon project costs. The Grantee will maintain adequate documentation to substantiate all project related costs. All work shall be performed to the satisfaction of the NH State Conservation Committee before payment is made.

Grantee Initials

Date 2-23-23

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	\$30,000.00
Total	\$30,000.00

Changes to the Scope of Services require NH State Conservation Committee approval in advance. All work must be completed prior to the completion date (section 1.7) in this Grant Agreement to be eligible for reimbursement.

Grantee Initials   
Date 2-23-23

# CERTIFICATE of AUTHORITY

I, Heidi Carlson (Certifying Officer Name), Town Administrator  
(Certifying Officer Title) of the Town of Fremont New Hampshire (Grantee Name)  
do hereby certify that:

- I am the duly elected Town Administrator (Certifying Officer Title);
- At the meeting held on this date February 23, 2023, the Town of Fremont NH Select Board (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
- The Town of Fremont NH Select Board (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;
- The Town of Fremont NH Select Board (Grantee Name) further authorized the Conservation Commission Chair (Officer Title) to execute any documents which may be necessary for this contract;
- 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:

Leanne Miner

Print (Officer Name)

Conservation Commission Chair

Print (Officer Title)

6. I have hereunto set my hand as the

Heidi Carlson

Sign (Certifying Officer Name)

23 February 2023

Date Signed

Heidi Carlson

Print (Certifying Officer Name)

Town Administrator

Print (Certifying Officer Title)

**I. CALL TO ORDER:** The meeting was called to order at 6:30 pm at the Fremont Town Hall Basement Meeting Room. Present were Select Board members Gene Cordes, Roger Barham and Neal Janvrin, Town Administrator Heidi Carlson and public Gordon Muench. All rose for the Pledge of Allegiance. The meeting is live broadcast by Jose Rivera-Hernandez from FCTV and livestreamed on Vimeo.

**II. ANNOUNCEMENTS**

There are no delays in trash collection this week due to the holiday. Trash was collected on schedule today despite the storm.

The Supervisors of Checklist will meet on Saturday March 4, 2023 from 9:30 to 10:00 am at the Fremont Public Library. This is the last time to register prior to Voting on March 14<sup>th</sup>, but same day voter registration is available.

Moderator Rydeen will host Candidates Night on Wednesday March 8, 2023 beginning at 6:00 pm in the Town Hall Basement Meeting Room. Candidates should RSVP to Rydeen on their attendance.

Voting on all Town and School District Warrant Articles will take place on Tuesday March 14, 2023. Polling is at Ellis School, open from 7:00 am to 8:00 pm. Contact the Town Clerk for absentee ballot information (form can be downloaded from the website). Same day voter registration is available.

Town Reports are here! They are available for pickup at the Town Hall, Safety Complex, Ellis School, the Fremont Public Library, Village Market and the 1820 Market & Deli. The report is always available on the Town's website as well.

Reminder that anyone wishing to file for an abatement of 2022 property taxes has until Wednesday March 1, 2023 to do so. Forms will be accepted until 7:00 pm at the Town Hall (must be handed to a staff member and cannot be dropped in the drop box after hours that night); or postmarked no later than March 1, 2023.

**III. LIAISON REPORTS**

FCTV: Three candidates signed up to tape a few minutes intro for FCTV and they were done on Tuesday. The spots are currently running on FCTV and Vimeo.

Waste Management has donated the 30-yard dumpster for use at Fremont's spring Earth Day roadside collection. There will be no charges for delivery, removal, or rental while we have it. Collections should take place in neighborhoods prior to the drop-off day on Saturday April 22 from 9:00 am to 12 noon at the Highway Shed. This collection is being organized by the Parks and Recreation Commission.

**IV. APPROVAL OF MINUTES**

Janvrin moved to approve the minutes of February 16, 2023 as written. Barham seconded and the vote was unanimous 3-0.

**V. SCHEDULED AGENDA ITEMS - times subject to change based on the flow of the meeting:**

6:35 pm Public Input - none

**VI. OLD BUSINESS**

**A TRUE COPY**

**ATTEST:** Heidi Carlson  
Town Administrator

1. It is noted the IT Disaster Recovery Plan / Policy was approved last week by the Board and there is some further review underway by other IT professionals. Carlson also noted contact with the Town's PL insurance carrier who also has some suggested feedback that will be pursued.
2. Finance position Study Committee - no update yet. Mary Anderson is compiling all of the data collected thus far from similar towns.
3. The audit fieldwork is complete (Monday through Wednesday). Auditors are still working on some finalization. The Town has to finish the review of Capital Assets (spreadsheet of all of the Town's capital assets) for updates to include any new and any disposals.
4. There was no follow-up discussion or questions on the expense/revenue report from last week.

#### VII. NEW BUSINESS

##### 1. Consent Agenda

- a. Request to Trustees of Trust Funds to release \$48,864.82 from the Bridge Capital Reserve Fund to reimburse the General Fund for expenses on the Martin Road Bridge from January 1, 2020 through December 31, 2022. These are all engineering costs paid to Stantec over that period of time.
- b. Land Use Change Tax for parcel 01-060.002 at 200 South Road in the amount of \$16,000
- c. Application for Current Use for parcel 04-071 (6.8 acres) owned by Stephen Bassett
- d. Yield Tax Warrant April 1, 2022 to March 31, 2023 in the amount of \$420.09 to Scott & Brenda Barthelmy Trust for parcel 06-034
- e. Supplemental 2022-02 Property Tax Warrant \$163,667 to match the total to include all properties (this is an oversight picked up at audit).
- f. Request from Valerie Millios on behalf of the FAA to use the Town Hall for the FAA annual sports gear swap events on Sundays 3/12 and 3/19 from 10 am to noon, and Thursday 3/22 from 3 to 5 pm. (She greets anyone who wants to look at the gear and escorts them to the second floor where all is laid out).

Barham moved to approve and sign the Consent Agenda. Janvrin seconded and the vote was unanimous 3-0.

2. Board members reviewed the folder of incoming correspondence to include only one item, an email from the Building Inspector regarding follow-up on a code enforcement matter.
3. The tax lien process for unpaid 2022 property taxes is underway. Notices have gone out and the lien is anticipated in March.
4. March 2022 Newsletter was reviewed and a motion to approve the newsletter as written was made by Janvrin which Barham seconded. The vote was unanimous 3-0.
5. Receipt of the GASB 75 report on post-employment benefits is noted from KMS Actuaries in Kingston. This has been on the Town's audit "to do" list for years. It was submitted to them during field work on Wednesday.

#### VIII. WORKS IN PROGRESS

1. The Parks & Recreation Commission will hold a movie night with Fremont PD on March 10<sup>th</sup> at the Library. The Earth Day Business Planning Fund on April 2<sup>nd</sup>.

ATTEST

Approved 03/02/2023

At 7:00 pm Public Hearing for acceptance and expenditure of Grant money from the NH State Conservation Committee was opened with a motion made by Janvrin which Barham seconded. The vote was unanimous 3-0. Cordes read the following:

*The Fremont Select Board will hold a Public Hearing in accordance with NH RSA 31:95-b on Thursday February 23, 2023 at 7:00 pm at the Fremont Town Hall, basement meeting room, 295 Main Street, to accept a grant of \$30,000 from the NH State Conservation Committee for the Glen Oakes Expansion Project, to aid in the fee simple purchase of parcel 04-077. Grant designations and signing authority will also be completed at the hearing.*

*Written comments can be submitted to the Select Board's Office (dropped off at the Town Hall, 295 Main Street), or by email to [hcarlson@fremont.nh.gov](mailto:hcarlson@fremont.nh.gov) no later than 5 pm the day of the hearing.*

This notice was prepared and posted February 7, 2023 at three public places and on the Legal Notice section of the Town Website. It was published in the Union Leader on Friday February 10, 2023. Carlson noted no comments have been received and the only public present this evening (Muench) had no comments.

Carlson noted the Town will date all documents February 23, 2023. By way of further explanation, this hearing is to accept and expend the grant money toward the fee simple purchase of lot 04-077. The grant process requires the Town spend the funds (which has been voted/approved by the Conservation Commission as part of a prior Public Hearing) and then submit the backup documentation to receive the grant of \$30,000 which will be returned to the Land Use Change Tax Fund.

Carlson spoke to the work done by Leanne Miner who wasn't able to be present tonight. The Conservation Commission has been looking at this parcel for a long time, as it creates an access from Copp Drive to the Glen Oakes Town Forest. Miner applied for two grants and was approved for one grant (NH State Conservation Committee) which will fund \$30,000.00 of this purchase. The closing is planned for the Spring. The Board needs to accept this grant money for appropriate spending.

Barham moved to accept and expend New Hampshire State Conservation Committee funds in the amount of \$30,000 for the Glen Oakes Expansion Project and enter into a contract with the New Hampshire State Conservation Committee, Department of Agriculture, Markets and Foods. Janvrin seconded. The vote was unanimously approved 3-0.

Barham then moved for the Board to authorize the Chair of the Conservation Commission to execute any documents which may be necessary for this contract and State grant administration. Janvrin seconded and the vote was unanimous 3-0.

At 7:07 pm a motion to close the Public Hearing was made by Janvrin which Barham seconded. The vote was unanimous 3-0. Gordon Muench left the meeting at this time.

At 7:15 pm the following Fremont Fire Rescue Department members joined the meeting Chief Richard Butler, Deputy Chief Joe Nichols, Captains Vincent O'Connor and Kevin O'Callaghan, Lieutenants Bryan Bielecki and Jared Butler, and members Ron DeClercq, Doris Nichols, Seth Wood, Anthony Sciafani, Michael Rizzotti and Candidate Abigail Eaton. We were also joined by guest of honor John Linville and his wife Lynn and photographer Kim Wood.

Tonight's event was to acknowledge individuals for their training, retirement and new appointments. The Chief made a presentation to retiring Lieutenant John Linville and presented him with a plaque. Linville

Approved 03/02/2023

has served 15 years with the Department and retired last year. He was thanked for his many contributions. Linville was surprised and thankful for all the time and many relationships over the years.

The Chief noted that Firefighter II training has been completed by Anthony Scalfani and Seth Wood. It was noted that Mike Rizzotti just started his Firefighter I training. Cordes asked what their commitment to this training included and it was indicated by Scalfani and Wood that FFII is 3 months of 16 hours per week (including weekends) and that Firefighter I is five months of the same commitment. Cordes applauded everyone for these efforts, noting that is a big commitment along with responding to calls, having a family and a full-time job. Jared Butler's promotion to Lieutenant was also noted.

The Chief then recommended Abigail Eaton for appointment to the Department. She has completed classroom and practical training to be an EMT, and is pending the written test. Her late mother was also an EMT in Fremont several years ago.

All were congratulated on their accomplishments, and the Department as a whole was commended for it's work and dedication to the community. Photos will be taken after the meeting for the Town Report and other publications.

At 7:22 pm, with no further business, a motion to adjourn was made by Barham. Janvrin seconded and the vote was unanimous 3-0.

The next meeting will be held on Thursday March 2, 2023.

Respectfully submitted,

Jeanne Nygren  
Select Board Administrative Assistant

  
Heidi Carlson  
Town Administrator



NH Public Risk Management Exchange

### CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex is entitled to the categories of coverage set forth below. In addition, Primex may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Town of Fremont PO Box 120 Fremont, NH 03044-0120		Member Number: 177	Company Affording Coverage: NH Public Risk Management Exchange - Primex Bow Brook Place 48 Donovan Street Concord, NH 03301-2624		
Code	Description	Effective Date	Expiration Date	Limit Category	Limit
X	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2023	1/1/2024	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: \$1,000 Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
X	Workers' Compensation & Employers' Liability	1/1/2023	1/1/2024	X Statutory	
				Each Accident	\$2,000,000
				Disease - Each Employee	\$2,000,000
				Disease - Policy Limit	
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex - NH Public Risk Management Exchange
NH State Conservation Committee PO Box 2042 Concord, NH 03302-2042			By: <i>Ray Bud Powell</i>
			Date: 2/8/2023 mpurcell@nhprimex.org
			Please direct inquiries to: Primex Claims/Coverage Services 603-225-2841 phone 603-226-3833 fax