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New Hampshire
Department of Agriculture,
Markets & Food

Shawn N. Jasper, Commissioner

62

March 28, 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 Stoddard Conservation Commission, Stoddard, NH, Vendor Code 155356, in the amount of \$30,000.00 for the *Little Big Forest* project in the Town of Stoddard, Cheshire 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 Stoddard Conservation Commission to perform certain tasks as enumerated in Exhibit B for the purposes of permanently protecting 40-acres, more or less, of Little Big Forest in the Town of Stoddard, 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 Stoddard Conservation Commission		1.4. Grantee Address 1450 Rt. 123N, Stoddard, NH 03464	
1.5. Grantee Phone # 60344603439	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 Town Administrator	
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: 4/17/2023			
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 IT's 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 G, 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 5.3 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 7:6.

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 combined 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, formulas, 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 of 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 "Event 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, effectively 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 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. 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

- 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 employee 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 (or 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 supercedes 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.

**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 Stoddard Conservation Commission shall perform the following tasks as described below and detailed in the proposal titled *Little Big Forest* in the Town of Stoddard, Cheshire County, NH, dated September 9, 2022.

Task 1: Complete preparation for the fee interest acquisition of a property totaling 40-acres, more or less, known as the Little Big Forest (Property), located in the Town of Stoddard, NH.

- a. Verification that all necessary project funds have been secured.
- b. Documentation of fee interest purchase price, through provision of the property Purchase and Sale Agreement and/or Letter of Intent for Sale.
- c. Executive summary of the property appraisal.
- d. Provision of the warranty deed to be executed.

Task 2:

- a. Provide the following information for the Property:
 - i. Recorded Warranty deed.
 - ii. Property Settlement Statement.
- 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.

Grantee Initials

Date 3-30-23

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. 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	\$ 29,500.00
Upon Completion and SCC approval of Task 2	\$ 500.00
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: AK
Date: 3-30-23

CERTIFICATE of AUTHORITY

I, Christopher Madden (Certifying Officer Name), Selectmen Chair
(Certifying Officer Title) of the Town of Stoddard, NH (Grantee Name)
do hereby certify that:

1. I am the duly elected _____ (Certifying Officer Title);

2. At the meeting held on this date 3-20-23, the Town of Stoddard 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 Town of Stoddard (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:

Michelle L. Pong
Print (Officer Name)

Town Administrator
Print (Officer Title)

6. I have hereunto set my hand as the

[Signature]
Sign (Certifying Officer Name)

3-20-23
Date Signed:

Christopher Madden
Print (Certifying Officer Name)
Stoddard Selectmen Chair
Print (Certifying Officer Title)

Town of Stoddard
Selectmen's Meeting
Monday, March 20, 2023
Town Hall - 7 PM

MINUTES

Pledge of Allegiance

Attendees include: Christopher Madden - Chair, Robert Fee - Selectmen, Stephen McGerty - Selectmen, Michelle Pong - Town Administrator, Vickie Williams - Secretary and Harry Power - Compliance Officer

Guests include Joe Traniello, Noreen & Ray Durand, Margo Santoro, Bob Maden, Kathleen R. Duward, Anita Shaw, Geri Bailey, Mark Galey, Jason Kovarik, Terri LaRoche and Greg Pollack.

Appointments:

Harry Power - Compliance Officer

129-1 - Ross & Vickie Williams - solar panels - PD \$50.00

121-9 - Patton - Went to ZBA granted conditions. PD \$200.00 within the 50 ft buffer zone granted NHDES approval.

Received permit for cell tower, for an extension of side. On Route 9. Nothing being changed, no site plan needed. Verizon going on tower.

To Be Signed/Approved:

1. A/R and/or P/R Manifest
2. Minutes of 2/27/2023
3. Payroll Approval (x2)

Chris Motioned to Accept the Minutes as written for 2/27/2023. Stephen Seconded. Motion Carried.

Bob Motioned to Accept the Fire application for new employee. Chris Seconded. Motion Carried.

Public Comment:

Bob Maden - Should the Selectmen look at the pay as you go for the Transfer Station. Also styrofoam recycling. Should we have a separate container at the Transfer Station.

Could we place the 250th committee minutes on the website and also the meeting schedule

Terri LaRoche - Recreation Fund, town funded - was set up in 1999 for a fund for the ballfield. It was only called a Recreation Fund. Can the Selectmen look into this to see if it can be used for different things like the 250th Celebration or reestablished for other purposes.

Unallocated funds - included in this is our unpaid taxes. If there are excess we could do a tax offset, pay off debt. We do not know what are unallocated funds will be for the year until the budget is set for next year.

Article 26 - voted for Town Treasurer to be appointed. The current Treasurer will serve out her term. The Treasurer serving out her term was approved by the Town Attorney and the DRA.

Budget to be approved at next meeting. Will have to have public meeting at least 7 days before Town Meeting.

Terri emailed Brenda Bryer concerning LBF Physical years 2021 and 2022. Came up with the same numbers. Pat will cut check to the Trustees.

Margo - Minutes from the Aug 22, 2022 minutes. - There was no vote and no non-public meeting, the request for the non public session was never 2nd. Therefore there was no non-public meeting. Bob recused himself and walked out of the meeting. The Select Board has no jurisdiction of the Fire Dept.

Chris Motioned to do nothing with this issue it is in the hands of the Fire Department. Bob Seconded. Motion Carried.

Old Business:

Insulation at the Fire Dept - Have a quote for \$8,000.00, should get another quote. This is over the Fire Dept budget. Look into NH Saves to get a municipality grant.

During the last couple of storms had a leak near the chimney in the Gould House was fixed for \$600.00. The 3rd floor of the Gould house has a mold problem. Have talked to contractors to get quotes. There is also pest up there mice/squirrel. \$ 3,650.00 quote from Terminex. Before spending \$8,000.00 on the Fire Dept. the Gould House needs the work more. Have to take out the wallboard, three feet beyond the mold and all installation. Is this covered by Town insurance.

LBF - Geoff Jones - tabled the article for \$140,000.00. Terri after going through the books, will bring down the amount we need to \$63,000.00. This has to be approved by the attorney and Dra. Will need dates for reimbursement. LBF will pay the money back to the town by Dec. 2024. Need Minutes accepting the Moose Plate Grant. Need a signed letter of authorization to accept the funds. Grant agreement to be signed. Attorney is looking over the draft deed. Stephen Motioned for the Town Administrator (Michelle Pong) to accept the funds and sign the contract for the NH State Conservation Commission Moose Plate Grant. Chris Seconded. Motion Carried.

Questions of LFB - what happens if this is not voted through during town meeting, do you have a back up plan to cover this money. You can amend an article but you can not bring another

article to the town at that time. Should have a second article in place if the first one fails. Any public meeting or hearings set up before the purchase date?

New Business:

Fee Waiver Town Hall - LBF fee waiver -- deposit of \$100.00 will be returned if Town Hall is cleaned.

Chris Motioned to waive the fee. Stephen Seconded. Motion Carried.

Historical Society waiver of fee/deposit for Town Hall Rental

Bob Motioned to waive the fee/deposit for Town Hall Rental. Chris Seconded. Motion Carried.

Letter of agreement for Assessing Services. Tammy is training Debbie to take over as Assessor. Chris Motioned to sign Agreement. Bob Seconded. Motion Carried.

Raffle Permit for the Fire Dept.

Chris Motioned to grant the Permit. Stephen Seconded. Motion Carried.

NHDES sent in an application for shoreland permit

Chris Motioned to Adjourn the Public Meeting @8:32 PM. Stephen Seconded. Motion Carried.

Chris Motioned to go into Non-Public Session RSA 91-A:3, II(c) @8:33 PM. Bob Seconded. Motion Carried.

Chris - yes, Bob - yes and Stephen yes

Chris Motioned to come out of Non-Public Session RSA 91-A:3, II(c) @ 8:53 PM. Stephen Seconded. Motion Carried.

Chris Motioned to seal the Non-Public minutes. Bob Seconded. Motion Carried.

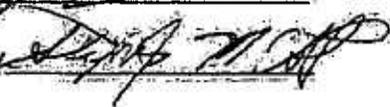
Chris Motioned to close the Public Meeting @ 8:55 PM. Stephen Seconded. Motion Carried.

Submitted

Vickie Williams - Secretary

Chris Madden 

Robert Fee 

Stephen McGerty 



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 Stoddard 1450 Route 123 North Stoddard, NH 03464	Member Number: 310	Company Affording Coverage: NH Public Risk Management Exchange - Primex Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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X	Type of Coverage	Effective Date (MM/DD/YYYY)	Expiration Date (MM/DD/YYYY)	Limits - NH Coverage / Limits May Vary, Etc.								
<input checked="" type="checkbox"/>	General Liability (Occurrence Form): Professional Liability (describe): <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2022	7/1/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td>\$ 5,000,000</td></tr> <tr><td>General Aggregate</td><td>\$ 5,000,000</td></tr> <tr><td>Fire Damage (Any one fire)</td><td></td></tr> <tr><td>Med Exp (Any one person)</td><td></td></tr> </table>	Each Occurrence	\$ 5,000,000	General Aggregate	\$ 5,000,000	Fire Damage (Any one fire)		Med Exp (Any one person)	
Each Occurrence	\$ 5,000,000											
General Aggregate	\$ 5,000,000											
Fire Damage (Any one fire)												
Med Exp (Any one person)												
<input type="checkbox"/>	Automobile Liability Deductible Comp and Coll: Any auto			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Combined Single Limit (Each Accident)</td><td></td></tr> <tr><td>Aggregate</td><td></td></tr> </table>	Combined Single Limit (Each Accident)		Aggregate					
Combined Single Limit (Each Accident)												
Aggregate												
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	7/1/2022	7/1/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td><input checked="" type="checkbox"/> Statutory</td><td></td></tr> <tr><td>Each Accident</td><td>\$ 2,000,000</td></tr> <tr><td>Disease - Each Employee</td><td>\$ 2,000,000</td></tr> <tr><td>Disease - Policy Limit</td><td></td></tr> </table>	<input checked="" type="checkbox"/> Statutory		Each Accident	\$ 2,000,000	Disease - Each Employee	\$ 2,000,000	Disease - Policy Limit	
<input checked="" type="checkbox"/> Statutory												
Each Accident	\$ 2,000,000											
Disease - Each Employee	\$ 2,000,000											
Disease - Policy Limit												
<input type="checkbox"/>	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>Mary Beth Powell</i> Date: 3/21/2023 mpurcell@nhprimex.org Please direct inquiries to: Primex Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax