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New Hampshire
Department of Agriculture,
Markets & Food

Shawn N. Jasper, Commissioner

April 3, 2024

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 Meredith Conservation Commission, Meredith, NH, Vendor Code 159903, in the amount of \$30,000.00 for the *Meredith Ycas Addition to Page Pond Town Forest* project in the Town of Meredith, Belknap County, effective upon Governor and Council approval for the period of July 1, 2024 through April 30, 2026. 100% Other Funds.

Funding is available in Fiscal Year 2025 in account, Soil Conservation, as follows:

02-18-18-184510-28600000 SOIL CONSERVATION

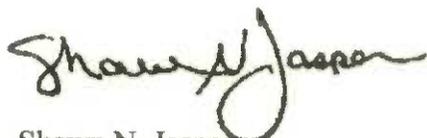
| <u>OBJECT CLASS</u> | <u>ACCOUNT</u> | <u>FY2025</u> | <u>TOTAL</u> |
|---------------------|----------------|---------------|--------------|
| 073-500581 | Grants – State | \$30,000.00 | \$30,000.00 |

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 Meredith Conservation Commission to perform certain tasks as enumerated in Exhibit B for the purposes of permanently protecting 38-acres, more or less, of Ycas-Page Pond property in the Town of Meredith, 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 Meredith Conservation Commission | | 1.4. Grantee Address 41 Main Street, Meredith, NH 03252 | |
| 1.5. Grantee Phone # 603-677-4209 | 1.6. Account Number 28600000-500581 | 1.7. Completion Date 4/30/2026 | 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 Troy Brown, Town Manager | |
| 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: <i>Sheri Phillips</i> Assistant Attorney General, On: 4/2/2024 | | | |
| 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-c.
- 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, 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 OR 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 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

Initials JB
 Date 2-5-24

- 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.

Initials TB
 Date 2-3-24

**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 Meredith Conservation Commission shall perform the following tasks as described below and detailed in the proposal titled *Meredith Ycas Addition to Page Pond Town Forest* in the Town of Meredith, Belknap County, NH, dated September 15, 2023:

Task 1: Permanently protect 38-acres, more or less, through the fee acquisition of the property known as the Ycas - Page Pond Town Forest (Property), located on Meredith Neck Road in the Town of Meredith, NH.

- a. Complete the following:
 - i. Recorded fee deed and conservation easement deed.
 - ii. Property Settlement Statement.
 - iii. Executive summary of property appraisal.
 - iv. Executive summary and signatory acknowledgement of the Baseline Documentation Report.
 - v. Verification of the Stewardship Endowment financial 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

B
2-3-24

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 AB
Date 5-24

Certificate of Authority #1 – Resolution for Vote

I, Kerri Parker, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name #1)
Town of Meredith. I hereby certify the following is a true copy of a vote taken at
(Name of Grantee)
a meeting of the Board of Directors / Council / Selectboard / Supervisors, duly called and held on
February 5, _____ 2024,

at which a quorum of the Directors/Councilors/Selectmen/Supervisors, were present and voting.

VOTED: That Troy Brown, Town Manager is
(Name #2 and Title. May list more than one person)

duly authorized to enter into contracts or agreements on behalf of

Town of Meredith with the State of New Hampshire and any of
(Name of Grantee)

its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect 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 of the date of the contract to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATE: 2-26-2024 ATTEST: Kerri Parker Town Clerk
(Name #1 & Title)



Meredith Select Board

Workshop / Meeting

~ Minutes ~

41 Main St
Meredith, NH 03253
<http://www.meredithnh.org/>

Select Board Clerk

Monday, February 5, 2024

12:00 AM

Meredith Community Center

1. MEREDITH SELECT BOARD MEETING

Meredith Community Center - 1 Circle Drive

February 5, 2024 at 4:30pm

2. CALL TO ORDER / ROLL CALL:

Chairperson Forrester called the meeting to order.

Chairperson Jeanie Forrester, Selectperson Steve Aiken, Selectperson Mike Pelczar, and Selectperson Jonathan James were all present as well as Town Manager Troy Brown and Finance Director Robert Carpenter. Vice Chairperson Lynn Leighton joined the meeting remotely due to being out-of-state.

3. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was led by Selectperson Pelczar.

4. APPROVAL OF MEETING MINUTES:

1. January 22, 2024 Public

Voting / Motion

Selectperson Pelczar moved, seconded by Vice Chairperson Leighton to approve the January 22, 2024 public meeting minutes as amended.

Roll Call Vote:

| | | |
|------------------|-----|-----------|
| Mike Pelczar | Yes | |
| Steve Aiken | Yes | |
| Jonathan James | | Abstained |
| Lynn Leighton | Yes | |
| Jeanie Forrester | Yes | |

4-0-1 Motion passed.

2. January 22, 2024 Nonpublic

Voting / Motion

Selectperson Pelczar moved, seconded by Vice Chairperson Leighton to approve the January 22, 2024 nonpublic meeting minutes as amended.

Roll Call Vote:

| | | |
|----------------|-----|-----------|
| Mike Pelczar | Yes | |
| Steve Aiken | Yes | |
| Jonathan James | | Abstained |

Lynn Leighton Yes
Jeanie Forrester Yes
4-0-1 Motion passed.

5. BUSINESS:

1. Grant Agreement for Page Pond Moose Plate - Scott Powell

Scott Powell, Meredith Conservation Commission.
Requesting a vote from the Select Board authorizing the Town Manager to enter into an agreement with the State to accept the contract for the Moose Plate Grant.

Voting/Motion

Motion made by Selectperson James seconded by Selectperson Aiken to authorize the Town Manager to enter into a contract agreement on behalf of the Town of Meredith, the Meredith Conservation Commission, the State of New Hampshire, and the US Forest Service.

Roll Call Vote:

Mike Pelczar Yes
Steve Aiken Yes
Jonathan James Yes
Lynn Leighton Yes
Jeanie Forrester Yes

5-0-0 Motion passed.

2. Public Hearing - 2024 Budget and Warrant Articles

Public Hearing opened by Chairperson Forrester at 4:40pm.

Article 3 - Clean Water State Revolving Fund Grant, \$100k

Motion made by Selectperson Aiken, seconded by Selectperson James to accept Article 3 as written.

Roll Call Vote:

Mike Pelczar Yes
Steve Aiken Yes
Jonathan James Yes
Lynn Leighton Yes
Jeanie Forrester Yes

5-0-0 Motion passed.

Article 4 - Municipal Operations, \$18,695,874.53

Motion made by Selectperson Pelczar, seconded by Selectperson Aiken to appropriate 3.5% Cost-of-Living Adjustment for both union and nonunion employees.

Roll Call Vote:

Mike Pelczar Yes
Steve Aiken Yes
Jonathan James Yes
Lynn Leighton Yes
Jeanie Forrester Yes

5-0-0 Motion passed.

Comments from the public heard by Brian Harris and Ray Moritz.

Motion made by Selectperson Pelczar, seconded by Selectperson James to recommend the Municipal Operation Budget as presented.

Roll Call Vote:

| | | |
|------------------|-----|-----|
| Mike Pelczar | Yes | |
| Steve Aiken | Yes | |
| Jonathan James | | Yes |
| Lynn Leighton | Yes | |
| Jeanie Forrester | Yes | |

5-0-0 Motion passed.

Article 5 - Collective Bargaining Agreement, \$82,170.00

Comments from the public heard from Karen Sticht.

Motion made by Selectperson James, seconded by Selectperson Aiken to accept Article 5 as written.

Roll Call Vote:

| | | |
|------------------|-----|-----|
| Mike Pelczar | Yes | |
| Steve Aiken | Yes | |
| Jonathan James | | Yes |
| Lynn Leighton | Yes | |
| Jeanie Forrester | Yes | |

5-0-0 Motion passed.

Article 6 - Funding for full-time firefighters(6) and a part-time administrative position(1), \$580k

Comments from the public heard by Chief Jones, Fred Deveau, Ray Moritz, Andre Kloetz, Karen Sticht.

Motion made by Selectperson James, seconded by Vice Chairperson Leighton to accept Article 6 as written.

Roll Call Vote:

| | | |
|------------------|-----|-----|
| Mike Pelczar | Yes | |
| Steve Aiken | Yes | |
| Jonathan James | | Yes |
| Lynn Leighton | Yes | |
| Jeanie Forrester | Yes | |

5-0-0 Motion passed.

Article 7 - Public Works Equipment Replacement Fund, \$320k

Motion made by Selectperson Pelczar, seconded by Selectperson James to accept Article 7 as written.

Roll Call Vote:

| | | |
|------------------|-----|-----|
| Mike Pelczar | Yes | |
| Steve Aiken | Yes | |
| Jonathan James | | Yes |
| Lynn Leighton | Yes | |
| Jeanie Forrester | Yes | |

5-0-0 Motion passed.

Article 8 - Fire Department Equipment Replacement Fund, \$320k

Comments from the public heard from Chief Jones.

Motion made by Selectperson James, seconded by Selectperson Aiken to accept Article 8 as written.

Roll Call Vote:

| | | |
|--------------|-----|--|
| Mike Pelczar | Yes | |
|--------------|-----|--|

| | | |
|------------------|-----|-----|
| Steve Aiken | Yes | |
| Jonathan James | | Yes |
| Lynn Leighton | Yes | |
| Jeanie Forrester | Yes | |

5-0-0 Motion passed.

Article 9 - Parks and Recreation Facilities improvement Fund, \$100k

Comments from the public heard from Karen Sticht

Motion made by Selectperson Aiken, seconded by Vice Chairperson Leighton to accept Article 9 as written.

Roll Call Vote:

| | | |
|------------------|-----|-----|
| Mike Pelczar | Yes | |
| Steve Aiken | Yes | |
| Jonathan James | | Yes |
| Lynn Leighton | Yes | |
| Jeanie Forrester | Yes | |

5-0-0 Motion passed.

Article 10 - NH Route 25-Laker Lane intersection improvements, \$1,346,964.00

Comments from the public heard from Karen Sticht

Motion made by Selectperson Pelczar, seconded by Selectperson Aiken to accept Article 10 as amended.

Roll Call Vote:

| | | |
|------------------|-----|-----|
| Mike Pelczar | Yes | |
| Steve Aiken | Yes | |
| Jonathan James | | Yes |
| Lynn Leighton | Yes | |
| Jeanie Forrester | Yes | |

5-0-0 Motion passed.

Article 11 - Establish a Lake Waukewan Water Protection Expendable Trust Fund, \$100k

Comments from the public heard from Donna Murphy, Frank Murphy, Ray Moritz

Motion made by Selectperson Aiken, seconded by Selectperson James to accept Article 11 as written.

Roll Call Vote:

| | | |
|------------------|-----|-----|
| Mike Pelczar | Yes | |
| Steve Aiken | Yes | |
| Jonathan James | | Yes |
| Lynn Leighton | Yes | |
| Jeanie Forrester | Yes | |

5-0-0 Motion passed.

Article 12 - Change Solid Waste Trailer Expendable Trust Fund

Motion made by Vice Chairperson Leighton, seconded by Selectperson James to accept Article 12 as written.

Roll Call Vote:

| | | |
|----------------|-----|-----|
| Mike Pelczar | Yes | |
| Steve Aiken | Yes | |
| Jonathan James | | Yes |
| Lynn Leighton | Yes | |

Jeanie Forrester Yes
5-0-0 Motion passed.

Article 13 - Discontinue Library Expendable Trust Fund

Motion made by Selectperson Pelczar, seconded by Selectperson James to accept Article 13 as amended.

Roll Call Vote:

Mike Pelczar Yes
Steve Aiken Yes
Jonathan James Yes
Lynn Leighton Yes
Jeanie Forrester Yes

5-0-0 Motion passed.

Article 14 - Discontinue the Library Feasibility Expendable Trust Fund

Motion made by Selectperson James, seconded by Vice Chairperson Leighton to accept Article 14 as amended.

Roll Call Vote:

Mike Pelczar Yes
Steve Aiken Yes
Jonathan James Yes
Lynn Leighton Yes
Jeanie Forrester Yes

5-0-0 Motion passed.

Article 15 - Discontinue Wotanda Lane

Motion made by Vice Chairperson Leighton, seconded by Selectperson Aiken to accept Article 15 as written.

Roll Call Vote:

Mike Pelczar Abstained
Steve Aiken Yes
Jonathan James Yes
Lynn Leighton Yes
Jeanie Forrester Yes

4-0-1 Motion passed.

Article 16 - Discontinue a portion of Old Perkins Road

Motion made by Selectperson Pelczar, seconded by Selectperson James to accept Article 16 as written.

Roll Call Vote:

Mike Pelczar Yes
Steve Aiken Yes
Jonathan James Yes
Lynn Leighton Yes
Jeanie Forrester Yes

5-0-0 Motion passed.

Article 17 - Meredith Neck Road Conservation Easement

Motion made by Selectperson James, seconded by Selectperson Aiken to accept Article 17 as written.

Roll Call Vote:

| | | |
|------------------|-----|-----|
| Mike Pelczar | Yes | |
| Steve Aiken | Yes | |
| Jonathan James | | Yes |
| Lynn Leighton | Yes | |
| Jeanie Forrester | Yes | |

5-0-0 Motion passed.

Public Hearing closed by Chairperson Forrester.

3. Select Board Selection - Legal Counsel

Select Board held an open discussion on the law firm candidates.

Motion made by Selectperson Pelczar, seconded by Selectperson Aiken to hire Upton & Hatfield as Town Counsel.

Roll Call Vote:

| | | |
|------------------|-----|-----|
| Mike Pelczar | Yes | |
| Steve Aiken | Yes | |
| Jonathan James | | Yes |
| Lynn Leighton | Yes | |
| Jeanie Forrester | Yes | |

5-0-0 Motion passed.

4. Cattle Landing Parking Lot Discussion

Selectperson Pelczar proposed a pilot program to make Cattle Landing parking lot a resident, "dump sticker parking only" lot and compile data.

Public comment heard from Stan Janiack and Cindy Janiack.

Select Board has agreed to put the program on hold.

6. TOWN MANAGER'S REPORT:

Transfer Station position filled.

Community Development position open

Four letters of interest received for the water and sewer project

Pond Hockey event went well

7. VISITOR'S AND RESIDENT'S COMMENTS:

8. SELECT BOARD REPORTS AND COMMENTS:

Selectperson Pelczar reminds people of the Rotary Fishing Derby being held February 10th and 11th.

Selectperson Aiken attended Planning Board meeting last week.

Chairperson Forrester tells the Board that the Short-Term Rental Committee is progressing well.

9. NONPUBLIC SESSION

1. 91-A:3 II(e) - Pending Litigation

At 7:10pm Chairperson Forrester motioned, seconded by Selectperson Pelczar to go into nonpublic session pursuant to RSA 91-A:3,II(e) - Consideration or negotiation of pending claims or litigation which has been threatened in writing or filed by or against the public body or any subdivision thereof, or by or against any member thereof because of his or her membership in such public body, until the claim or litigation has been fully adjudicated or otherwise settled.

Roll Call Vote:

- Mike Pelczar Yes
- Steve Aiken Yes
- Jonathan James Yes
- Lynn Leighton Yes
- Jeanie Forrester Yes

5-0-0 Motion passed.

10. ADJOURNMENT:

1. Next Meetings

- a. **Petition Warrant Article Hearing if Required - February 15, 2024 at 4:30pm**
- b. **Regular Meeting February 12, 2024 at 4:30pm (Cancelled Unless Required)**
- c. **Regular Meeting February, 26 2024 at 4:30pm**
- d. **Town Report Due March 5, 2024**
- e. **Regular Meeting March 11, 2024 at 4:30pm**
- f. **Town Voting March 12, 2024 at 7am to 7pm**
- g. **Town Meeting March 13, 2024 at 7pm**



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) 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, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ 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 Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ 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 Primex³. 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 Meredith 41 Main Street Meredith, NH 03253 | | Member Number: 235 | Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716 | | | | | | | | | |
|--|--|--------------------------------|--|--|---|---------------------|-------------------|---------------|----------------------------|-------------|--------------------------|--|
| X | Type of Coverage | Effective Date (mm/dd/yyyy) | Expiration Date (mm/dd/yyyy) | Limits - NH Statutory Limits May Apply, If Not | | | | | | | | |
| <input checked="" type="checkbox"/> | General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence | 1/1/2024 | 1/1/2025 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>General Aggregate</td><td style="text-align: right;">\$ 10,000,000</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 | \$ 2,000,000 | General Aggregate | \$ 10,000,000 | Fire Damage (Any one fire) | | Med Exp (Any one person) | |
| Each Occurrence | \$ 2,000,000 | | | | | | | | | | | |
| General Aggregate | \$ 10,000,000 | | | | | | | | | | | |
| Fire Damage (Any one fire) | | | | | | | | | | | | |
| Med Exp (Any one person) | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> | Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto | 1/1/2024 | 1/1/2025 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Combined Single Limit (Each Accident)</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td>Aggregate</td><td style="text-align: right;">\$10,000,000</td></tr> </table> | Combined Single Limit (Each Accident) | \$2,000,000 | Aggregate | \$10,000,000 | | | | |
| Combined Single Limit (Each Accident) | \$2,000,000 | | | | | | | | | | | |
| Aggregate | \$10,000,000 | | | | | | | | | | | |
| <input checked="" type="checkbox"/> | Workers' Compensation & Employers' Liability | 1/1/2024 | 1/1/2025 | <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 style="text-align: right;">\$2,000,000</td></tr> <tr><td>Disease - Each Employee</td><td style="text-align: right;">\$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 checked="" type="checkbox"/> | Property (Special Risk includes Fire and Theft) | 1/1/2024 | 1/1/2025 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Blanket Limit, Replacement Cost (unless otherwise stated)</td><td style="text-align: right;">Deductible: \$1,000</td></tr> </table> | Blanket Limit, Replacement Cost (unless otherwise stated) | Deductible: \$1,000 | | | | | | |
| Blanket Limit, Replacement Cost (unless otherwise stated) | Deductible: \$1,000 | | | | | | | | | | | |
| Description: Proof of Primex Member coverage only. | | | | | | | | | | | | |

| | | | |
|---|---------------------------------|-------------------|--|
| CERTIFICATE HOLDER: | Additional Covered Party | Loss Payee | Primex³ - NH Public Risk Management Exchange |
| NH State Conservation Committee PO Box 2042 Concord, NH 03302 | | | By: <i>Mary Beth Purcell</i> |
| | | | Date: 1/29/2024 mpurcell@nhprimex.org Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax |