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# New Hampshire

Department of Agriculture,  
Markets & Food

Shawn N. Jasper, Commissioner

May 19, 2022

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 **retroactively** amend the grant agreement with the Town of Rindge, Rindge NH, Vendor Code 177466 for the *Rindge Conservation Project, property survey, stake and blaze boundaries for 360 acres* modifying the grant completion date from April 30, 2022 to April 30, 2023. No additional funding is involved in this time extension. Effective upon Governor and Council approval. The original grant agreement was approved by Governor and Council on: May 20, 2020, item #28.  
**100% Other Funds** – State Conservation Committee.

## EXPLANATION

The Town of Rindge received a grant to complete a strategic land conservation plan for 360 acres in the town of Rindge. The project was planned to be completed by April 30, 2022, however due to Covid related delay, the project will be completed by April 30, 2023. The Town of Rindge intends to complete the project within the requested grant extension period. 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 Jasper  
Commissioner

Amendment of Contract

The NH State Conservation Committee Department of Agriculture, Markets and Foods and Town of Rindge hereby mutually agree to amend the contract for Rindge Conservation Project originally approved by the Governor and Executive Council on May 20, 2020 #28, as follows:

1. Amend General Provision 1.7 Completion Date, from April 30, 2022 to April 30, 2023

2. All other terms and conditions of the original contract shall remain the same in full force and effect as originally set forth.

IN WITNESS WHEREOF, the parties hereto have set their hands.

GRANTEE: Town of Rindge

Sam Gruver

NAME

5/17/22

Date

Town Administrator

Title

Department of Agriculture, Markets and Foods

Shawn Jasper

Shawn Jasper, Commissioner

5/24/22

Date

Approved as to form, substance and execution

Isaiah M. Mason

Attorney General

05/25/2022

Date

CERTIFICATE OF AUTHORITY

I, ROBERT A. HAMMOND (Certifying Officer Name), SELECTMAN/CHAIRMAN (Certifying Officer Title) of the TOWN OF BRIDGE (Grantee Name) do hereby certify that

1. I am the duly elected SELECTMAN/CHAIRMAN (Certifying Officer Title) of the TOWN OF BRIDGE (Grantee Name).
2. At the meeting held on this date 4/13/02 the TOWN OF BRIDGE (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.
2. The TOWN OF BRIDGE (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 BRIDGE (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: Paul Charrel

Print (Officer Name) Paul Charrel  
Print (Officer Title) Paul Charrel

6. I have hereunto set my hand as the

Robert A. Hammond Robert A. Hammond  
Sign (Certifying Officer Name) Print (Certifying Officer Name)

4/13/02 SELECTMAN/CHAIRMAN  
Date Signed Print (Certifying Officer Title)



**Board of Selectmen Meeting  
Town Office  
Wednesday, 1/08/2020  
6:00 p.m.**

### **MINUTES**

**Present:** Selectmen: Bob Hamilton, Roberta Oeser, Karl Pruter, Town Administrator Sara Gravell, Finance Director Laurie May, Executive Secretary Michele Christian  
Members of the community.

#### **CALL TO ORDER / PLEDGE OF ALLEGIANCE**

The Chair opened the meeting at 6:00 p.m. with the Pledge of Allegiance.

#### **GENERAL BUSINESS**

**Selectmen's Announcements** – Bob made an announcement regarding the Wellington Road Bridge regarding the condition of the bridge and that the Town has received approval from the NH DOT to move forward with engineering studies. Karl said that the busing company for the schools has been notified that they can no longer cross the bridge and have changed the bus routes. Roberta mentioned the warrant article for \$1.25 million to fund the replacement and that this will not have a tax impact. Bob also announced that the NH DOT will be doing paving on the section of Rt 202 north of South Woodbound Rd.

**Changes to the Consent Agenda:** None

**1. Consent Agenda**

**2. Approval of:**

- Payroll 1/2/2020, 1/9/2020
- Accounts payable 1/2/2020, 1/9/2020
- Minutes 12/17/2019, 12/31/2019

Karl made a motion to approve the consent agenda as posted. Second by Bob. Roberta asked if the minutes of 12/31/2019 should be amended regarding the amount of the grant carried forward. Motion by Roberta to change the amount carried forward from \$27,500 to \$26,500. Second by Karl. Approved 3-0. Consent Agenda approved 3-0.

**Citizens Forum:** Deni Dickler wanted to remind everyone of the ConCom event , the Wolf Moon Hike this Saturday evening at 6:30pm at Tetrault Park. She also announced that Cheshire County Conservation District has funds to improve wildlife habitat. Richard Mellor also spoke about the availability of funds for agriculture from the Cheshire County Conservation District. Judy Unger Clark also mentioned the plant sale by the County Conservation District and that the quality of the plants is very good.

#### **6:15 Public Hearing: Conservation Commission**

The Chair opened the public hearing regarding the possible purchase of a large tract of land by the ConCom. David Drouin of the ConCom explained that the ConCom has the authority to purchase but needs the BOS to approve a binding contract. David started the presentation with a slide show. The owner of the property approached the ConCom some years ago about the possibility of purchasing the approximately 360 acre tract to keep it in its present state. The property is located on Old New Ipswich Road and is known as Rindge Stone and Gravel. It is adjacent to other large conserved tracts and contains two stratified drift aquifers. The ConCom has been pursuing funds through grants and has applied for several: the LCHIP, the Moose Plater and the Drinking Water, Ground Water Trust Fund. ConCom has had several studies done regarding the gravel, a natural resource analysis and an appraisal. The ConCom is pursuing other grants and private donations. The easement would be held by the Monadnock Conservancy. The ConCom will be working on trails to make the property more accessible to the public. Joe Desruisseaux presented the financial needs to purchase the property. The total acquisition cost is \$726,000. Grants pledged at this time are the LCHIP - \$175,000, Moose Plate - \$10,000, Drinking Water - \$173,600. The ConCom has \$200,000 in funding from LUCT. They are pursuing a grant from Aquatic Resource Management fund which was not available in 2019.

The Chair opened the hearing to public comment. All that spoke were generally in favor of the acquisition. The ConCom answered questions regarding the different uses that would be allowed under the terms of the grants and easement. The power line easement is presently being used as an ATV trail.

The Chair asked for comments from the BOS: Karl said that due to the fact that it would create a large corridor for wildlife movement he was in favor of the acquisition. Roberta said that this parcel has been of concern to her for years due to potential development and that she is thankful for the ConCom coming up with this plan. Bob thanked the ConCom for all their work obtaining the grants. The ConCom asked if the BOS was going to accept the grants. Roberta said that there was paperwork that needed to be returned but acceptance of the grants need to be posted as they are all over \$10,000.

The Chair closed the Public Hearing at 7:10 pm. The Chair announced a 5 minute recess. Meeting resumed at 7:15 pm.

Roberta motioned to have the Town Administrator sign the grant agreement paperwork necessary for the LCHIP, the Moose Plate and Drinking Water Ground Water Trust Fund grants. Second by Karl. Approved 3-0.

**Old Business:**

**Dog Licenses:** Bob said that there are many that have not licensed their dogs. Notices have been sent, calls made and notices left at the residences. Roberta said that some of the houses have sold and may not be accurate. Roberta motioned to move forward with summons for violation of the dog licensing requirement. Second by Karl. Bob asked Michele to get this to the police department. Passed 3-0.

**Finalization Budget/BAC recommendation:** Sharon Rasku announced that the BAC has unanimously recommended a budget of \$4,175,000. Roberta queried the board if they were unanimous in using the unanticipated revenue from the State to offset the pay plan. Bob explained that the town received \$64,000 in 2019 that was carried forward. She also said that she had about \$25,000 in suggested reductions to the budget. She went over them. There was discussion about the Code Enforcement Line. She suggested calling Fitzwilliam about who they are using. Carla is handling the receipts for the sign ordinances. Also discussed if it is necessary for Building permits to be signed by CEO which is redundant.

Roberta said that other than the increase in paving and the pay plan, the budget is flat from last year. Bob said that it is necessary to get our employees pay to where it should be. Bob mentioned that a mini-split will be installed in the meeting room so we will not be listening to the air conditioners or sweltering next summer. The board discussed using the unanticipated money to offset the budget or to remove the increase from the paving. The wording for the budget article is complicated if the unanticipated money is used to offset the budget. The bottom line number is \$4,175,000. The possibility of switching to bi-weekly pay periods was discussed and working with the employees to do the change. Also discussed using Carla to do some of the data entry for assessing instead of KRT as she should have some free time when we do the bi-weekly change.

Discussion about whether to reduce the budget number to the BAC suggested amount and to use the unanticipated revenue for paving. Roberta said she wanted to be transparent about the budget but it will be less confusing if the budget number is less. She wanted to make sure the board was in agreement to use some of the \$64,000 for paving. Tom Coneys asked if there was budget management to keep the department heads from spending their budgets so they keep the funding. Roberta said that the department heads were told not to spend on anything discretionary earlier in the year.

There was discussion about the costs of benefits and how costly they have become and the employees total package includes the benefits. Cheryl McCabe Charron said she had a chart that breaks down the benefits and she would share it with Sara.

Discussion about the default budget and how it is adjusted for increases. Roberta said that increases in health benefits should be considered contractual as the Town voted to provide the employees with benefits without specific cost. Bob said he is good with the default number as it is. The board agreed on the default as presented with the purposed budget.

**New Business:**

**Suggested Warrant Articles:** Discussed the two big articles: the bond for broadband and funding the Wellington Bridge replacement which will come from the unassigned fund balance and not from a bond. Corrections were made regarding the positions open. Also discussed the petition article on acceptance of roads as needing to be reviewed by town counsel. Bob also said that the Consolidated contract needed to be reviewed. Sara will send to town counsel.

**Route 119/202 DOT notification;** announced during Selectmen's Announcements

**KRT Addendum for Assessing:** Discussed the terms of the addendum to have KRT cover the assessing office 1 day a week. Roberta thought that we might not need them that much. KRT will be here on Monday to meet with the board.

**Any other business to come before the Board:** Roberta just reiterated her thoughts on not needing another signature on building permits. By the CEO. Tom Coneys asked about the paving item of Rt119/202 as he walked in and missed it. Bob clarified that it is paving from South Woodbound Road north.

Motion to adjourn at 8:15 p.m. by Karl, Second by Bob. Passed 3-0

Roberta Oeser



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) 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<sup>3</sup> 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<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> 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<sup>3</sup>. 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: <b>Town of Rindge</b> 30 Payson Hill Road Rindge, NH 03481		Member Number: <b>279</b>	Company Affording Coverage: <b>NH Public Risk Management Exchange - Primex<sup>3</sup></b> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
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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"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2022	1/1/2023	Each Occurrence: <b>\$ 5,000,000</b> General Aggregate: <b>\$ 5,000,000</b> Fire Damage (Any one fire): Med Exp (Any one person):
<input checked="" type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <b>\$1,000</b> <input type="checkbox"/> Any auto	1/1/2022	1/1/2023	Combined Single Limit (Each Accident): <b>\$5,000,000</b> Aggregate: <b>\$5,000,000</b>
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> Statutory Each Accident: <b>\$2,000,000</b> Disease - Each Employee: <b>\$2,000,000</b> Disease - Policy Limit:
<input checked="" type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>	1/1/2022	1/1/2023	Blanket Limit, Replacement Cost (unless otherwise stated): Deductible: <b>\$1,000</b>

**Description:** Proof of Primex Member coverage only.

<b>CERTIFICATE HOLDER:</b> _____	<b>Additional Covered Party:</b> _____	<b>Loss Payee:</b> _____	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>  By: <i>Mary Beth Purcell</i>  Date: 3/17/2022    mpurcell@nhprimex.org  Please direct inquiries to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax
NH State Conservation Committee PO Box 2042 Concord, NH 03320			



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

RQ 203870

5/20/2020  
#28

FY2020 11412167

CE 1074295

Shawn N. Jasper, Commissioner

FY2021 RQ 205434  
11443589

May 1, 2020

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

CE # 1074295

**REQUESTED ACTION**

Authorize the New Hampshire State Conservation Committee (SCC) to enter into a grant with the Town of Rindge, Vendor Code 177466-B001, in the amount of \$10,000 for the *Conservation Project* in the Town of Rindge, Cheshire County, effective upon Governor and Council approval through 4/30/22. 100% Other Funds.

Funding is available in account, Soil Conservation, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

Funding is available in the Conservation Number Plate account as follows:  
**02-18-18-184500-28600000 SOIL CONSERVATION**

<u>CLASS/</u> <u>ACCOUNT</u>	<u>ACCOUNT</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>TOTAL</u>
073-500581	Grants - State	\$1,000	\$9,000	\$10,000

**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 the Town of Rindge to perform certain tasks as enumerated in Exhibit B for the purposes of permanently protecting a priority parcel that will protect wildlife habitat and water resources in the Town of Rindge, Cheshire County. The SCC is confident that the grantee possesses the necessary staff and resources to effectively carry out the duties imposed by this grant.

Respectfully submitted,



Shawn N. Jasper  
Commissioner

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

**AGREEMENT**

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

**GENERAL PROVISIONS****I. IDENTIFICATION**

1.1 State Agency Name State Conservation Committee		1.2 State Agency Address P.O. Box 2042 Concord, NH 03302	
1.3 Contractor Name Town of Rindge VC 177466-B001		1.4 Contractor Address 85 Old New Ipswich Road Rindge NH 03461	
1.5 Contractor Phone Number 603-582-6742	1.6 Account Number 2860 0000	1.7 Completion Date 4/30/2022	1.8 Price Limitation \$10,000.00
1.9 Contracting Officer for State Agency Deirdre Brickner-Wood, SCC Grant Administrator		1.10 State Agency Telephone Number 603-271-3551	
1.11 Contractor Signature <i>Sara Gravel</i> Date: 3/12/20		1.12 Name and Title of Contractor Signatory Sara Gravel Town Administrator	
1.13 State Agency Signature <i>Shawn N. Jasper</i> Date: 4/4/2020		1.14 Name and Title of State Agency Signatory Shawn N. Jasper Commissioner	
1.15 Approval by the NH Department of Administration, Division of Personnel (If applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (If applicable) By: <i>Crik Bal</i> On: 4/21/2020			
1.17 Approval by the Governor and Executive Council (If applicable) G&C Item number: # 28 G&C Meeting Date: 5/20/2020			

*[Signature]*

**DEPUTY SECRETARY OF STATE**

MAY 20 2020

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned,

to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the

State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or, exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for

Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior

agreements and understandings with respect to the subject matter hereof.

**Exhibit A  
Special Provisions**

There are no modifications, deletions or additions to the General Provision of this form.

**Exhibit B  
Scope of Services**

The Town of Rindge shall perform the following tasks as described below and detailed in the proposal titled *Rindge Conservation Project* in the Town of Rindge, Cheshire County, NH, dated September 15, 2019:

**Task 1:** Conduct the property survey and stake and blaze property boundaries for the 360-acres, more or less, located in the Town of Rindge. Provide documentation and survey plan.

**Task 2:**

- a. Permanently protect 360-acre, more or less, property located in the Town of Rindge, NH, through the purchase of a conservation easement. Provide the following project completion documentation:
  - i. Recorded Conservation easement deed.
  - ii. Executive summary of property appraisal.
  - iii. Property Settlement Statement.
  - iv. Executive summary and signatory acknowledgement of the Baseline Documentation Report.
  - v. Verification of the Stewardship Endowment financial commitment for the conservation easement property. Provide a copy of the Stewardship Endowment policy.
- b. Implement outreach and public awareness program, provide documentation of relevant publications. All outreach materials produced for public distribution shall include the NH State Conservation Committee Moose Plate logo and acknowledgment the project was funded by the NH State Conservation Committee Conservation Moose Plate Grant Program.
- c. Provide at least one project photograph (JPG) for NH State Conservation Committee use.
- d. Install and display, as appropriate to the project, the NH State Conservation Committee Moose Plate sign, provided by the NH State Conservation Committee. Provide a dated photograph of displayed sign.
- e. Submit final report in the NH State Conservation Committee format provided. The final report and all attachments shall be submitted in paper copy and on a USB flash drive or CD-ROM.

**Subcontract Provision**

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

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

All services shall be performed to the satisfaction of the NH State Conservation Committee (SCC) before payment is made. All payments shall be made upon receipt and approval of stated outputs and completion of the project.

Payment shall be made in accordance with the following schedule based upon completion of specific tasks described in Exhibit B:

Upon Completion and SCC approval of Task 1                      \$ 9,500.00

Contractor Initials:   
Date: 3/12/20

Upon Completion and SCC approval of Task 2  
Total

\$ 500.00  
\$10,000.00

**CERTIFICATE of AUTHORITY**

I, ROBERTA OESER (Certifying Officer Name), SELECTMAN (Certifying Officer Title) of the TOWN OF RINDGE (Grantee Name) do hereby certify that:

1. I am the duly elected SELECTMAN (Certifying Officer Title);
2. At the meeting held on this date: Jan 8, 2020, the TOWN OF RINDGE (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 TOWN OF RINDGE (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 RINDGE (Grantee Name) further authorized the SARA GRAVELL (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:

SARA GRAVELL  
Print Officer Name

RINDGE TOWN ADMINISTRATOR  
Print Officer Title

IN WITNESS WHEREOF, I have hereunto set my hand as the SELECTMAN (Certifying Officer Title) of the TOWN OF RINDGE (Grantee Name) on this date MARCH 13, 2020

ROBERTA OESER  
Signature Certifying Officer

ROBERTA OESER  
Print Certifying Officer Name

STATE OF NEW HAMPSHIRE

County of CHESHIRE

On this the 12 day of MARCH, 2020, before me

Patricia Hildreth  
Notary Public

the undersigned officer, personally appeared Robert Oeser (Certifying Officer Name) who acknowledged him / herself to be the SELECTMAN (Certifying Officer Title) of the Organization being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.

Patricia Hildreth  
Notary Public Signature

Commission Expiration Date:  
(Seal)

**PATRICIA F. HILDRETH, Notary Public**  
My Commission Expires July 19, 2022





## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) 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<sup>3</sup> 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<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> 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 C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educators' 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<sup>3</sup>. 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:	Member Number:	Company Affording Coverage:
Town of Rindge 30 Payson Hill Road Rindge, NH 03461	279	NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 48 Donovan Street Concord, NH 03301-2624

  

	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limit	Per Occurrence Limit	Per Person Limit
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2020	1/1/2021	Each Occurrence	\$5,000,000	\$5,000,000
			General Aggregate	\$5,000,000	
			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	1/1/2020	1/1/2021	Combined Single Limit (Each Accident)	\$5,000,000	\$5,000,000
			Aggregate	\$5,000,000	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2020	1/1/2021	<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)	1/1/2020	1/1/2021	Blanket Limit, Replacement Cost (unless otherwise stated)		Deductible: \$1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party:	Loss Payee:
NH State Conservation Committee PO Box 2042 Concord, NH 03320		
Primex <sup>3</sup> - NH Public Risk Management Exchange		
By: <i>Wang Beth Powell</i>		
Date: 3/3/2020 <i>impurcell@nhamprimex.org</i>		
Please direct inquiries to: Primex <sup>3</sup> Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax		



Board of Selectmen Meeting  
Town Office  
Wednesday, 1/08/2020  
6:00 p.m.

### MINUTES

**Present:** Selectmen: Bob Hamilton, Roberta Oeser, Karl Pruter, Town Administrator Sara Gravel, Finance Director Laurie May, Executive Secretary Michele Christian  
Members of the community.

#### CALL TO ORDER / PLEDGE OF ALLEGIANCE

The Chair opened the meeting at 6:00 p.m. with the Pledge of Allegiance.

#### GENERAL BUSINESS

**Selectmen's Announcements** - Bob made an announcement regarding the Wellington Road Bridge regarding the condition of the bridge and that the Town has received approval from the NH DOT to move forward with engineering studies. Karl said that the busing company for the schools has been notified that they can no longer cross the bridge and have changed the bus routes. Roberta mentioned the warrant article for \$1.25 million to fund the replacement and that this will not have a tax impact. Bob also announced that the NH DOT will be doing paving on the section of Rt 202 north of Woodbound Rd.

**Changes to the Consent Agenda:** None

#### 1. Consent Agenda

#### 2. Approval of:

- Payroll 1/2/2020, 1/9/2020
- Accounts payable 1/2/2020, 1/9/2020
- Minutes 12/17/2019, 12/31/2019

Karl made a motion to approve the consent agenda as posted. Second by Bob. Roberta asked if the minutes of 12/31/2019 should be amended regarding the amount of the grant carried forward. Motion by Roberta to change the amount carried forward from \$27,500 to \$26,500. Second by Karl. Approved 3-0. Consent Agenda approved 3-0.

**Citizens Forum:** Deni Dickler wanted to remind everyone of the ConCom event , the Wolf Moon Hike this Saturday evening at 6:30pm at Tetrault Park. She also announced that Cheshire County Conservation District has funds to improve wildlife habitat. Richard Mellor also spoke about the availability of funds for agriculture from the Cheshire County Conservation District. Judy Unger Clark also mentioned the plant sale by the County Conservation District and that the quality of the plants is very good.

#### **6:15 Public Hearing: Conservation Commission**

The Chair opened the public hearing regarding the possible purchase of a large tract of land by the ConCom. David Drouin of the ConCom explained that the ConCom has the authority to purchase but needs the BOS to approve a binding contract. David started the presentation with a slide show. The owner of the property approached the ConCom some years ago about the possibility of purchasing the approximately 360 acre tract to keep it in its present state. The property is located on Old New Ipswich Road and is known as Rindge Stone and Gravel. It is adjacent to other large conserved tracts and contains two stratified drift aquifers. The ConCom has been pursuing funds through grants and has applied for several: the LCHIP, the Moose Plater and the Drinking Water, Ground Water Trust Fund. ConCom has had several studies done regarding the gravel, a natural resource analysis and an appraisal. The ConCom is pursuing other grants and private donations. The easement would be held by the Monadnock Conservancy. The ConCom will be working on trails to make the property more accessible to the public. Joe Desruisseaux presented the financial needs to purchase the property. The total acquisition cost is \$726,000. Grants pledged at this time are the LCHIP - \$175,000, Moose Plate - \$10,000, Drinking Water - \$173,600. The ConCom has \$200,000 in funding from LUCT. They are pursuing a grant from Aquatic Resource Management fund which was not available in 2019.

The Chair opened the hearing to public comment. All that spoke were generally in favor of the acquisition. The ConCom answered questions regarding the different uses that would be allowed under the terms of the grants and easement. The power line easement is presently being used as an ATV trail.

The Chair asked for comments from the BOS: Karl said that due to the fact that it would create a large corridor for wildlife movement he was in favor of the acquisition. Roberta said that this parcel has been of concern to her for years due to potential development and that she is thankful for the ConCom coming up with this plan. Bob thanked the ConCom for all their work obtaining the grants. The ConCom asked if the BOS was going to accept the grants. Roberta said that there was paperwork that needed to be returned but acceptance of the grants need to be posted as they are all over \$10,000.

The Chair closed the Public Hearing at 7:10 pm. The Chair announced a 5 minute recess.

Meeting resumed at 7:15 pm.

Discussion about the default budget and how it is adjusted for increases. Roberta said that increases in health benefits should be considered contractual as the Town voted to provide the employees with benefits without specific cost. Bob said he is good with the default number as it is. The board agreed on the default as presented with the purposed budget.

#### **New Business:**

**Suggested Warrant Articles:** Discussed the two big articles: the bond for broadband and funding the Wellington Bridge replacement which will come from the unassigned fund balance and not from a bond. Corrections were made regarding the positions open. Also discussed the petition article on acceptance of roads as needing to be reviewed by town counsel. Bob also said that the Consolidated contract needed to be reviewed. Sara will send to town counsel.

**Route 119/202 DOT notification;** announced during Selectmen's Announcements.

**KRT Addendum for Assessing:** Discussed the terms of the addendum to have KRT cover the assessing office 1 day a week. Roberta thought that we might not need them that much. KRT will be here on Monday to meet with the board.

**Any other business to come before the Board:** Roberta just reiterated her thoughts on not needing another signature on building permits. By the CEO. Tom Coneys asked about the paving item of Rt 119/202 as he walked in and missed it. Bob clarified that it is from paving from South Woodbound Road north.

Motion to adjourn at 8:15 p.m. by Karl, Second by Bob. Passed 3-0

Roberta Oeser

*Jan Cravell*  
Sara Gravel  
Town Administrator

*Robert H. Jones*  
Commons Professor  
Feb 20, 2024

Roberta motioned to have the Town Administrator sign the grant agreement paperwork necessary for the LCHIP, the Moose Plate and Drinking Water Ground Water Trust Fund grants. Second by Karl. Approved 3-0.

#### **Old Business:**

**Dog Licenses:** Bob said that there are many that have not licensed their dogs. Notices have been sent, calls made and notices left at the residences. Roberta said that some of the houses have sold and may not be accurate. Roberta motioned to move forward with summons for violation of the dog licensing requirement. Second by Karl. Bob asked Michele to get this to the police department. Passed 3-0.

**Finalization Budget/BAC recommendation:** Sharon Rasku announced that the BAC has unanimously recommended a budget of \$4,175,000. Roberta queried the board if they were unanimous in using the unanticipated revenue from the State to offset the pay plan. Bob explained that the town received \$64,000 in 2019 that was carried forward. She also said that she had about \$25,000 in suggested reductions to the budget. She went over them. There was discussion about the Code Enforcement Line. She suggested calling Fitzwilliam about who they are using. Carla is handling the receipts for the sign ordinances. Also discussed if it is necessary for Building permits to be signed by CEO which is redundant.

Roberta said that other than the increase in paving and the pay plan, the budget is flat from last year. Bob said that it is necessary to get our employees pay to where it should be. Bob mentioned that a mini-split will be installed in the meeting room so we will not be listening to the air conditioners or sweltering next summer. The board discussed using the unanticipated money to offset the budget or to remove the increase from the paving. The wording for the budget article is complicated if the unanticipated money is used to offset the budget. The bottom line number is \$4,175,000. The possibility of switching to bi-weekly pay periods was discussed and working with the employees to do the change. Also discussed using Carla to do some of the data entry for assessing instead of KRT as she should have some free time when we do the bi-weekly change.

Discussion about whether to reduce the budget number to the BAC suggested amount and to use the unanticipated revenue for paving. Roberta said she wanted to be transparent about the budget but it will be less confusing if the budget number is less. She wanted to make sure the board was in agreement to use some of the \$64,000 for paving. Tom Coneys asked if there was budget management to keep the department heads from spending their budgets so they keep the funding. Roberta said that the department heads were told not to spend on anything discretionary earlier in the year.

There was discussion about the costs of benefits and how costly they have become and the employees total package includes the benefits. Cheryl McCabe Charron said she had a chart that breaks down the benefits and she would share it with Sara.