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State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

RICHARD C. BAILEY, JR.
ASSISTANT COMMISSIONER

EDDIE EDWARDS
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

October 11, 2022

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

REQUESTED ACTION

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) requests authorization to enter into a grant agreement with the Town of Exeter (VC#177386-B001) in the amount of \$13,300.00 to purchase and install equipment at the community's Emergency Operations Center (EOC) effective upon Governor and Council approval through August 31, 2024. 100% Federal Funds.

02-23-23-236010-80920000 - Dept. of Safety - Homeland Sec-Emer Mgmt - EMPG	<u>SFY 2023</u>
072-500574 Grants to Local Gov't - Federal	\$13,300.00
Activity Code: 23EMPG-S 2021	

EXPLANATION

The purpose of this grant is for the Town of Exeter to purchase and install equipment at the community's Emergency Operations Center (EOC). The grant listed above is funded from the FFY 2021 Emergency Management Performance Grant (EMPG), which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The grant funds are to be used to measurably improve all-hazard planning and preparedness capabilities/activities, to include mitigation, preparedness, response, and recovery initiatives at the state and local level. Grant guidance and applications are available to all Emergency Management Directors and other qualified organizations in the State. Subrecipients submit applications to this office, which are reviewed by the HSEM EMPG Program Manager, EMPG Program Coordinator, Field Representatives, and approved by the HSEM Director. The criteria for approval are based on grant eligibility in accordance with the grant's current guidance and the documented needs of the local jurisdictions.

The Emergency Management Performance Grants are 50% federally funded by FEMA with a 50% match requirement supplied by the subrecipient. The subrecipient acknowledges their match obligation as part of Exhibits B and C to their grant agreement.

In the event that Federal Funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,

Robert L. Quinn
Commissioner of Safety

GRANT AGREEMENT

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

1. IDENTIFICATION AND DEFINITIONS

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Subrecipient Name Town of Exeter (VC#177386-B001)		1.4. Subrecipient Address 10 Front Street, Exeter NH 03833	
1.5. Subrecipient Tel # 603-773-6129	1.6. Account Number AU #80920000	1.7. Completion Date August 31, 2024	1.8. Grant Limitation \$13,300.00
1.9. Grant Officer for State Agency Heather Dunkerley, EMPG Program Coordinator		1.10. State Agency Telephone Number (603) 223-3614	
"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. Subrecipient Signature 1 		1.12. Name & Title of Subrecipient Signor 1 Nico Papakonstantis, Select Board Chair	
Subrecipient Signature 2 		Name & Title of Subrecipient Signor 2 Julie Gilman, Select Board Clerk	
Subrecipient Signature 3 		Name & Title of Subrecipient Signor 3 Nancy Belanger, Select Board Member	
1.13. State Agency Signature(s) By: On: 10/11/22		1.14. Name & Title of State Agency Signor(s) Steven R. Lavoie, Director of Administration	
1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: 11			
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: Assistant Attorney General, On: 11/1/22			
1.17. Approval by Governor and Council (if applicable) By: _____ On: 11			

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.

Subrecipient Initials: 1.) 2.) 3.) Date: 7/18/22

7/18/22

Pamela A. McElroy
NOTARY PUBLIC
State of New Hampshire
My Commission Expires 11/8/2024

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

Subrecipient Initials: 1.) [Signature] 2.) [Signature]

3.) [Signature] Date: 7/15/22

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,

Subrecipient Initials: 1.) M

2.) JD

3.) N.B.

Date: 1/16/22

files, formulas, 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

Subrecipient Initials: 1.) N/S 2.) J/D

3.) LS Date: 7/18/22

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

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to "the Subrecipient" must be returned to "the State" if the grant agreement is terminated for any reason other than completion of the project.
3. Any funds advanced to "the Subrecipient" must be expended within thirty (30) days of receiving the advanced funds.
4. "The Subrecipient" agrees to have an audit conducted in compliance with OMB Circular 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period "the Subrecipient" will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to "the State".

Additionally, "the Subrecipient" has or will notify their auditor of the above requirements prior to performance of the audit. "The Subrecipient" will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. "The Subrecipient" will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200. "The Subrecipient" will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

Subrecipient Initials: 1.) MP

2.) W.D.G.

MS

Date: 7/27/22

EXHIBIT B

Scope of Services

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the Town of Exeter (hereinafter referred to as "the Subrecipient") \$13,300.00 to purchase and install equipment to enhance the security at the community's Emergency Operations Center (EOC).
2. "The Subrecipient" agrees that the project grant period ends August 31, 2024 and that a final performance and expenditure report will be sent to "the State" by September 30, 2024.
3. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. "The Subrecipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 50% cost share required by this grant.

Subrecipient Initials: 1.) MP

2.) JDA

3.) MP

Date: 11/1/22

EXHIBIT C

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Applicant	Grant	
	Share	(Federal Funds)	Cost Totals
Project Cost	\$13,300.00	\$13,300.00	\$26,600.00
Project Cost is 50% Federal Funds, 50% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Emergency Management Performance Grant (EMPG) EMB-2021-EP-00011			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.042 (EMPG ARPA)			
Applicant's Unique Entity ID (UEI):			

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$13,300.00.
- b. "The Subrecipient" shall submit invoices to "the State" with supporting documentation, i.e., copies of purchase orders, vendor invoices, and/or cancelled checks. Upon review and approval of the invoices and supporting match documentation, "the State" will forward the funds to "the Subrecipient". "The Subrecipient" shall expend the grant funds within thirty (30) days and provide proof of this to "the State" within forty-five (45) days.
- c. "The State" shall reimburse up to \$13,300.00 to "the Subrecipient" upon "the State" receiving a reimbursement request with match documentation and appropriate backup documentation (i.e., copies of invoices, copies of canceled checks, and/or copies of accounting statements).
- d. Upon State Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, October 1, 2020, to the identified completion date (block 1.7).

Subrecipient Initials: 1.)

NP

2.)

NOG

3.)

10

Date:

7/18/22

Select Board Meeting
Monday August 22, 2022
7 PM
Nowak Room, Town Offices

1. Call Meeting to Order

Members present: Molly Cowan, Niko Papakonstantis, and Nancy Belanger. Julie Gilman was remote via Zoom; she stated that it was not practical for her to attend in person and she was alone in the room.

Members Absent: Lovey Roundtree Oliff

Town Manager Russ Dean was also present at this meeting

The meeting was called to order by Mr. Papakonstantis at 7 PM.

2. Swearing In - Exeter Police Department

- a. Chief Poulin introduced new Officer Jacob Hall and Ben Clouthier who is receiving a promotion to Sergeant. Deputy Town Clerk Sonya Littlefield swore Mr. Hall in as an Officer and Mr. Clouthier as Sergeant.

3. Bid Opening- Ambulance

- a. Wheeled Coach Ambulance of Winter Park Florida; total delivered cost is \$297,945.76 with a trade-in allowance of \$8,000, for a cost of \$289,945.76. They're offering a pre-payment discount of \$6,000, so the final cost is \$283,945.76.
- b. Professional Vehicles Corporation of Rumford Maine; total delivered cost of unit is \$272,154 with a trade-in allowance of \$12,500; for a total cost of unit \$259,654.
- c. Sugarloaf Ambulance - Rescue Vehicles LLC of Wilton Maine; cost is \$293,184.71 with a trade-in allowance of \$7,500, for a final cost of unit \$285,684.71.

MOTION: Ms. Belanger moved to refer the three bids to the Fire Department for the Fire Chief to make a recommendation. Ms. Cowan seconded. In a roll call vote, the motion passed 4-0.

4. Board Interviews

- a. There were no interviews conducted at this meeting.

5. Public Comment

- a. There was no public comment at this meeting.

6. Proclamations/Recognitions

- a. There were no proclamations/recognitions at this meeting.

7. Approval of Minutes

- a. Regular Meeting: August 8, 2022

MOTION: Ms. Belanger moved to approve the meeting minutes of August 8, 2022 as presented. Ms. Cowan seconded. In a roll call vote, the motion passed 4-0.

8. Appointments

- a. There were no appointments made at this meeting.

9. Discussion/Action Items

a. Train Station Updates

Bob Hall of the Train Committee gave an update on the Downeaster. After a three month gap in service due to Covid, it has returned to 2019 service levels. 70% of ridership is round trips to Boston. Exeter has about 100 daily riders.

There's no public restroom on Lincoln Street, and he thinks we need to address that, as it's an obstacle for people taking the train to Exeter. Also, we no longer have a Quik-Trak Machine, so there's no way to buy tickets at the station.

Mr. Papakonstantis asked who would maintain public restrooms if they were installed. Mr. Dean said our Maintenance Department.

Mr. Papakonstantis said social media is commenting on the number of folks hanging out at the train station at night. Would the bathrooms be available 24 hours? He wants to be aware of vandalism and other issues. Mr. Hall said that other communities have hosts at the train stations who open the bathrooms just when a train is present. Mr. Hall would be willing to help put together a host program. Someone also needs to clean up trash. The town currently maintains the station and provides snow removal, so we're already spending money there.

Mr. Papakonstantis asked if there is a cost projection, and Mr. Hall said no, this is just a preliminary proposal. Mr. Dean said if there's interest from the Board, he could put together a work group to get costs. We have ARPA funds that could be available for it. Mr. Papakonstantis said the consensus of the Board to go ahead with the next steps.

b. Quarterly Financial Report through June 30

Finance Director Corey Stevens gave an update on the town finances through June 30, 2022. General Fund Revenue was \$8.8M or 43% of anticipated revenue for the year, compared to \$9.6M, or 48%, as of 6/30/2021. Our major source of revenue is our property taxes. As of 6/30/2022, we had recognized 46% of our anticipated revenue, compared to 52% as of 6/30/2021. The town's portion of revenue from 6/30 billing in 2022 was \$523,000 less than in 2021. Overlays [abatements] have increased by \$60,000. Property tax revenue was lower in 2022. These are due to timing differences. Motor vehicle is down by \$41,000, and building permits are down by \$86,000 because the cost of construction in 2022 is less than in 2021. Grant revenue is down by \$13,000. This is offset by an increase in Department income in \$50,000. There's a \$755,000 variance year over year.

The General Fund operating expenses were at \$8.63M, or 42.3% of the operating budget, compared to \$8.3M or 41.7% in 2021. General Government

was \$513,000 spent. Finance was \$459,000 spent, or 45%. IT spending was 39% of budget; hardware and software costs and contract spending were below expectation, but the department expects to have that spent out by year end. Tax Collection is 45% spent. There were timing issues on some budget lines. Planning and building were at \$243,000 spent, or 43%. Police were at \$1.797M spent, or 46% of budget. Open positions led to wage, taxes and benefits below expectation. Fire was at \$1.782M spent, or 45% of budget. There were several staff vacancies in Fire at the beginning of the year, but only one is remaining as of 6/30. The Health Department is 44% spent, due to timing of spending on lines such as mosquito control. Public works is \$2.1M spent, or 37% of the budget, which is in line with 2021 spending. There were open positions and lines which won't get spent until the latter part of the year. Administration was 35% spent, with two open positions at the beginning of the year. Highways and Streets was 25% spent. Solid waste disposal was 38% spent, with some encumbrances. This is also due to the timing of payments to our solid waste contractor. General Maintenance was at 36% of budget spent; they were down a tech position in the first part of the year. The \$100,000 maintenance project budget is still being rolled out.

Parks and Rec was \$288,000 spent, or 45% of budget with \$31,000 encumbered. Parks had two open positions at the beginning of the year, resulting in a greater use of contract services. Debt Service was \$180,000 spent, or 13% of budget, as the first payment is only interest while the second payment is principal and interest. Capital leases was at \$82,000 spent; we have not replaced vehicles for \$110,000 yet, due to timing and supply line issues.

The Water Fund had a net operating income of \$340,000, compared to \$215,000 in midyear 2021. Operating revenue was \$1.9M, or 45% of anticipated revenue, vs \$1.7M in 2021. There was a rate increase in July 2021. Operating expenses were at \$1.59M, or 37% of operating budget, similar to 2021. The Capital Outlay budget was unspent, but the budget is in process of initiating projects for that line.

The Sewer Fund had an operating income of \$2.34M, compared to \$1.95M as of midyear 2021. Revenues were at \$3.26M, or 45% of anticipated revenue. We received our first State Aid Grant payment to go towards the wastewater treatment debt service of \$1.4M. Expenses were at \$1.28M, or 17% of operating budget, compared to \$1.22M or 17% in 2021, due to timing of debt payments.

CATV had a net deficit as called for by the budget, but it was higher than anticipated at \$46,000. We've only received one franchise fee payment instead of 2. This is typical. Mr. Papakonstantis said this is becoming a more significant problem annually. Mr. Dean said the time has come to hone in on the franchise fee and potentially change the percentage going to the CATV fund. It could be a discussion during budget season. It would require a town vote to change. Expenses are tracking as we'd expect, around 50%.

Mr. Stevens continued with the report. The Rec Revolving Fund, had operating revenue of \$388,000 at mid-year 2022, or 83% of anticipated revenue; compared to \$306,000 in 2021, or 53%. Rec is open for business. There were \$12,000 in sponsorship fees, or 241% of the budget. Expenses were at \$137,000, or 34% of budget for the year, compared to \$63,000 or 12% in 2021.

EMS Fund revenue was at \$278,000, or 50% of anticipated, vs \$268,000 or 47% in 2021. Operating Expenses were at \$126,000, or 34% of budget, vs \$147,000 or 39% of budget at midyear 2021.

c. Transfer of Water-Sewer Impact Fees

Finance Director Corey Stevens discussed a memo regarding a transfer of Water-Sewer Impact Fees. In 2019, separate Water and Sewer Impact bank accounts were opened and have been accumulating a balance, which can be used towards paying down debt. He proposed taking the 2019 and 2020 impact fee activity from Water and Sewer and moving them to Impact Funds, so we can pay down debt with it.

Mr. Dean said to use the language "release" impact fees in the motion.

MOTION: Ms. Belanger moved to release \$197,870.66 of respective Water and Sewer Impact Fees collected in 2019 and 2020 to their respective funds; the breakdown represents \$63,160.86 to the Water Impact Fee account and \$134,709.80 to the Sewer Impact Fee account. Ms. Cowan seconded. In a roll call vote, the motion passed 4-0.

d. Public Safety Facility Project Updates

Town Planner Dave Sharples, Police Chief Stephan Poulin, Deputy Chief Josh McCain, and Rob Robicsek from Lavallee Brensinger Architects (LBA) were present to discuss the Public Safety Facility project.

Mr. Sharples said we reviewed a host of options to site a new Fire/Police Station, including 6 Continental Drive, a town-owned parcel. Through these discussions, we developed conceptual plans for a new Police Station and Fire sub-station, and the Select Board decided to move forward with plans and estimates. There's also a question of what to do with 20 Court Street; we could raze or renovate the site. We asked LBA to look at a renovation of \$4M or less. We could expect to get 40+ years out of new construction or 15-20 years from a renovation. These estimates are 2022 dollars but the buyout is probably 2024, so there is an escalator included. We also asked LBA to cost out a net-zero energy approach, and he [Mr. Sharples] is considering with Kristen Murphy some new funding options to offset costs for energy improvements.

Mr. Robicsek presented the proposal. LBA did an assessment of the existing building in December 2021; looked at alternate sites; and worked with the Chiefs and their command staff on a building program. They looked at a new Police facility on Continental with a Fire substation, with either a renovation for Fire in the existing facility or a new facility at the existing site. The Continental Drive works well: there are more than 2 means of ingress and egress and secured parking. This would be a two-story facility. A combined facility for Police.

and Fire could save 5-15% of space. He discussed features of the concept drawing. LBA worked with a professional cost estimator, who estimated \$12.9M-13.8M, although those numbers are for 2022. There's been an escalation of 9% over the last two years, so 2024 construction is estimated at 15%. This would be a LEED silver building. We could do net zero, but the payback is aggressive.

Regarding a potential renovation of 20 Court Street, he's not sure what we could do for \$4M all in. LBA looked at the space program to see how it could fit into this facility once the Police and some Fire operations move to Continental. The building footprint would not change. We'd create a spot for the Historic Steam Engine. Very little sitework would be done. There would be some walls removed and minor internal construction, as well as cosmetic updates. Renovating the mechanicals would be an additional \$1.3M. The addition for the steam engine would be \$180,000. The replacement of windows and doors would be \$380,000. Adding an elevator would be \$380,000. Upgrading the exterior envelope would be \$180,000.

Regarding a potential new Fire Station at Court Street, LBA proposes a one-story Fire facility, because having only one story enhances response time. Mr. Robicsek discussed features of the concept drawings. The budget would be \$10.8 - 11.5M, plus an escalation of 15%. It would be functional for 20+ years.

Ms. Belanger asked how many Fire personnel would be on Continental. Chief Wilking said there would be 4 firefighters downtown and 3 at Continental, with room for 5 and 5. Ms. Belanger asked if there's enough room on the site to expand if necessary. Mr. Robicsek said there could be a third bay, but it would take away public parking and Fire felt that 2 were sufficient.

Ms. Belanger asked why secured parking is necessary. Mr. Robicsek said the security and safety of Police Officers has become an issue in the last 5-10 years. Current design practice is to provide separate parking for public and staff. Chief Poulin said we don't want armed Officers or prisoners intermingling with the public. It's just a fence with a gate, so it's not that much of a cost. Mr. Robicsek said regarding the 2nd floor layout, certain Police areas must be secure for CALEA [Commission on Accreditation for Law Enforcement Agencies] certification. Chief Poulin said CALEA accreditation will soon become the norm throughout the country. It's best practice going forward. It assures you that we have tested and true policies and the Officers are following them.

Ms. Belanger asked where we could have a Police presence downtown. We can't use the Wheelwright Room. Mr. Robicsek said a small touchdown space at the Fire facility is an option with either a renovation or a new building.

Ms. Belanger asked about the phased approach. Mr. Robicsek said when the Police move out, we can renovate those areas first. It would be a three-phase approach.

Ms. Gilman asked about the lifetime of a renovation vs. a new building. Mr. Robicsek said at \$4M and under, it's a shorter-term solution. If you're going to be in the building longer, you need to make it more energy efficient and upgrade the mechanicals. It has a lot of idiosyncrasies in the way it was laid out.

Mr. Papakonstantis opened the discussion to the public.

Renay Allen, Chair of the Energy Committee, said the committee likes the add-on of net zero. The Committee would like to pledge its support to work on energy measures and clean energy for this facility.

Amy Farnham of 3 Little River Road, also of the Energy Committee, said these are great plans and it looks like there's some flexibility to do energy efficiency measures. Would it be an extra cost of 3-4% for net zero? Mr. Robicsek said this is just a concept design. 3-4% is a ballpark, because we'd need to design the whole thing to find the true cost. Ms. Farnham said we should be conscious of the roofline when we design so it will accommodate solar panels, and keep other energy ideas in mind.

Ms. Belanger said we need to communicate with the public to keep them informed about this project.

Ms. Cowan asked about next steps. Mr. Dean said it would go to the BRC as a proposed Capital Improvements project. Mr. Papakonstantis said he'd like to hear more from the community about what people want or don't want. Ms. Belanger said she thought the building on 20 Court Street could be used as housing or storage if needed.

Mr. Dean asked if the Board had a preference between renovating and building at the current Public Safety complex, and Mr. Papakonstantis said he'd like to see the process play out with the BRC and the public.

Mr. Sharples said some answers regarding net zero and design will come later, once the project has further approval from the voters.

Mr. Sharples said we had a public forum that wasn't very well attended. Does the Board have any suggestions on how to get public input? Mr. Papakonstantis said we could have it be part of a Select Board meeting, and involve EXTV. Mr. Dean suggested having a special place for it on the town website.

10. Regular Business

a. Tax Abatements, Veterans Credits and Exemptions

MOTION: Ms. Gilman moved to approve a tax abatement for 104/79/139 in the following amounts and years: \$786.90 for 2019; \$830.29 for 2020; \$819.31 for 2021; and \$423.53 for 2018. Ms. Belanger seconded. In a roll call vote, the motion passed 4-0.

MOTION: Ms. Gilman moved to approve a tax abatement for 64/105/15 in the amount of \$260 for tax year 2022. Ms. Belanger seconded. In a roll call vote, the motion passed 4-0.

MOTION: Ms. Gilman moved to approve a solar exemption for 83/25 in the amount of \$7,500 for tax year 2023. Ms. Belanger seconded. In a roll call vote, the motion passed 4-0.

b. Permits & Approvals

Mr. Papakonstantis said Chief Wilking has asked that we reconsider a motion made at the July 18th, 2022 meeting. Chief Wilking, who was present, said we were

notified last week that the grant we sought for \$13,300 to upgrade the public safety facility security and fencing is mired in legal because of the language that NH Division of Emergency Management provided. The motion said that the max amount is \$13,300, which meant that they could only give us half of that. The new language includes the figure \$26,600.

~~MOTION: Ms. Belanger moved to accept the terms of the Emergency Management Performance Grant as amended, and the Exeter Select Board acknowledges that the total cost of this project will be \$26,600, in which the town will be responsible for a 50% match, which is \$13,300. The Select Board also authorizes the Town Manager to sign the grant application. Ms. Cowan seconded. In a roll call vote, the motion passed 4-0.~~

c. Town Manager's Report

- i. Water restrictions are continuing. There is no outdoor watering. We have been asked for a waiver by the Primrose School project, but we don't anticipate offering any waivers.
- ii. Two new employees at EXTV started today.
- iii. He attended a productive GIS user meeting last week. We have some issues with GIS that we're working on getting fixed.
- iv. We're investigating tax credits through the Inflation Reduction Act for the solar array.
- v. COAST has had a Covid outbreak, which may curtail service temporarily.
- vi. The filming of volunteer recruitment PSAs continues.
- vii. Ms. Gilman issued something about SB169, a commission to study double poles. We'll ask around for a willing participant from Exeter.
- viii. The Departments are working on FY 23 budgets.

Mr. Papakonstantis asked if there had been any update from Attorney Mitchell on Swasey Parkway, but there had not.

Mr. Papakonstantis asked if we have posted for the position of DPW Director. Mr. Dean said no, we're in the final stages of putting together a recruitment package for the position.

d. Select Board Committee Reports

- i. Ms. Gilman attended HDC, which approved the proposal for changes at 154 Water Street. This is the first time the HDC used the big screen at a meeting. The Heritage Commission discussed a vote on the watering trough that was donated, regarding where we recommend putting it.
- ii. Ms. Cowan had no report.
- iii. Ms. Belanger had a Conservation Commission meeting where they discussed a draft deed for Rose Farm, which has 6.13+ acres of conservation land. It should be coming before the Select Board if it passes the Attorney. The Planning Board had its first meeting on draft CIP; the next CIP meeting is this Thursday. The Housing Advisory

Committee meeting finalized the plans for the 1.5 mile walking tour, "Housing Hiding in Plain Sight."

- iv. Mr. Papakonstantis said the River Advisory Committee was postponed. He attended the Budget Recommendations Committee kickoff.

e. Correspondence

- i. A letter from the DOT notifying Exeter of a one-time payment of \$257,238.27 for Block Grant Aid. Mr. Dean said this will be extra paving money.
- ii. A memo from Conservation and Sustainability Planner Kristen Murphy regarding the Raynes Barn Improvement RFP. The March 27 RFP had no responses; another RFP was issued which had 2 responses, but we're looking out a couple of years, so we're reformulating the RFP to focus on structural repairs.
- iii. A Legislative Bulletin from NHMA.

11. Review Board Calendar

- a. The next meeting is Tuesday, September 6th. The following Tuesday is the election. There will be meetings September 19, as well as September 26 to present the draft budget before it goes to the Budget Recommendations Committee.

12. Non-Public Session

MOTION: Ms. Belanger moved to enter into non-public session under RSA 91-A:3II(c). Ms. Cowan seconded. In a roll call vote, the motion passed 4-0. The meeting entered non-public session at 10 PM.

13. Adjournment. Selectwoman Gilman moved to adjourn, seconded by Selectwoman Belanger. The meeting adjourned at 10:43 pm.

Respectfully Submitted,
Joanna Bartell
Recording Secretary



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: Primex3 Members as per attached Schedule of Members Property & Liability Program		Member Number:		Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
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	1/1/2022	1/1/2023	Each Occurrence	\$ 5,000,000
				General Aggregate	\$ 5,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
<input type="checkbox"/>	Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate	
<input type="checkbox"/>	Workers' Compensation & Employers' Liability			Statutory	
				Each Accident	
				Disease - Each Employee	
				Disease - Policy Limit	
<input type="checkbox"/>	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			By: <i>Mary Beth Purcell</i>
			Date: 1/28/2022 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Town of Dublin	157
Town of Dummer	158
Town of Dunbarton	159
Town of East Kingston	161
Town of Easton	162
Town of Effingham	164
Town of Exeter	170
Town of Francestown	173
Town of Franconia	174
Town of Freedom	176
Town of Fremont	177
Town of Gilford	178
Town of Gilmanton	179
Town of Goffstown	181
Town of Greenfield	186
Town of Greenville	188
Town of Hampton Falls	192
Town of Hill	199
Town of Hillsborough	200
Town of Hollis	203
Town of Jackson	207
Town of Litchfield	222
Town of Loudon	225
Town of Madbury	229
Town of Madison	230
Town of Marlborough	232
Town of Meredith	235
Town of Middleton	237
Town of Mont Vernon	242
Town of Moultonborough	243
Town of New Boston	246
Town of New Ipswich	253
Town of Newfields	250
Town of Newington	252
Town of Newton	257
Town of Northfield	258
Town of Ossipee	265
Town of Pembroke	267
Town of Pittsfield	271
Town of Plaistow	273
Town of Raymond	277
Town of Rindge	279
Town of Rollinsford	281
Town of Rye	284
Town of Salisbury	286
Town of South Hampton	294
Town of Springfield	295
Town of Stratham	301
Town of Sullivan	303
Town of Sunapee	304
Town of Swanzey	307
Town of Temple	309



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<i>Participating Member:</i> Primex3 Members as per attached Schedule of Members Workers' Compensation Program		<i>Member Number:</i>		<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:			
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence			
			General Aggregate			
			Fire Damage (Any one fire)			
			Med Exp (Any one person)			
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)			
				Aggregate		
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> Statutory	\$2,000,000		
			Each Accident		\$2,000,000	
			Disease - Each Employee			
			Disease - Policy Limit			
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)			
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PRIMEX**Member Programs - WC with Jan Renewal**

Name	Member Number
Conway Village Fire District	526
Coos County	602
Derry Housing and Redevelopment Authority	530
Dover Housing Authority	551
Town of Epsom	168
Town of Errol	169
Town of Exeter	170
Town of Farmington	171
Town of Frankestown	173
Town of Franconia	174
Town of Sunapee	304
Town of Surry	305
Town of Swanzey	307
Town of Tamworth	308
Town of Temple	309
Town of Thornton	320
Lower Beech Pond Village District	463
Kearsarge Lighting Precinct	464
Town of Dublin	157
Town of Dummer	158
Town of Dunbarton	159
Town of Durham	160
Merrimack Village District	561
Milford Area Communications Center	545
Mountain Lakes District	534
New London/Springfield Water	539
Nashua Housing and Redevelopment Authority	549
Town of Sandwich	289
Town of Alstead	104
Town of Brookfield	128
Town of Brookline	129
Town of Campton	130
Town of Canaan	131
Town of Candia	132
Town of Carroll	134
Greenville Estates Village District	556
Hillsborough County	608
Town of Easton	162
Town of Eaton	163
Town of Effingham	164
Town of Ellsworth	165
Town of Epping	167
Town of Goshen	183
Town of Plaistow	273
Town of Plymouth	274
Town of Raymond	277
Town of Rindge	279