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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

ROBERT L. QUINN
COMMISSIONER

RICHARD C. BAILEY, JR.
ASSISTANT COMMISSIONER

EDDIE EDWARDS
ASSISTANT COMMISSIONER

58

February 6, 2023

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

REQUESTED ACTION

Authorize the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) to enter into a grant agreement with the Town of Alton, (VC#177350-B002) PO Box 659, Alton, NH 03809, for a total amount of $4,500.00 to update the community's Local Emergency Operation Plan (LEOP). Effective upon Governor and Council approval through August 31, 2024. 100% Federal Funds.

Funding is available in the SFY 2023 operating budget as follows:

02-23-23-236010-80920000	Dept. of Safety - Homeland Sec-Emer Mgmt – EMPG	SFY 2023
072-500574 Grants to Local Gov't - Federal		$4,500.00
Activity Code: 23EMPG 2021		

EXPLANATION

The purpose of this grant is for the Town of Alton to update their community's Local Emergency Operation Plan (LEOP). Governor and Council approval is required because the amount of previous awards to the Town of Alton plus the amount of this grant yields a cumulative total that is over the $10,000 approval threshold.

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 Director, EMPG Program Coordinator, and Field Representatives and approved by the HSEM Director. The criteria for approval is 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 Exhibit B & 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 Alton (VC# 177350-B002)		1.4. Subrecipient Address PO Box 659, Alton, NH 03809	
1.5 Subrecipient Tel.-# 603-875-0203	1.6. Account Number AU #80920000	1.7. Completion Date August 31, 2024	1.8. Grant Limitation $4,500.00
1.9. Grant Officer for State Agency Sheila Dupere, EMPG Program Coordinator		1.10. State Agency Telephone Number (603) 223-3606	
"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 Ryan L. Heath Town Administrator	
Subrecipient Signature 2		Name & Title of Subrecipient Signor 2	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
1.13. State Agency Signature(s) By: On: 1/12/23		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: / /			
1.16. Approval by Attorney General (Form, Substance and Execution) (if G&C approval required) By: Assistant Attorney General, On: 2/22/23			
1.17. Approval by Governor and Council (if applicable) By: On: / /			

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").

Subrecipient Initials: 1.) [redacted] 2.) [redacted] 3.) [redacted] Date [redacted]

Rev 7/2021

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

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.) 2.) 3.) Date: 7/22/22

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 Alton (hereinafter referred to as "the Subrecipient") $4,500.00 to update the community's Local Emergency Operations Plan (LEOP).

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.

EXHIBIT C

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	$4,500.00	$4,500.00	$9,000.00
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-00004			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.042 (EMPG ARPA)			
Applicant's Unique Entity ID (UEI): JFBFJE9EK			

2. PAYMENT SCHEDULE

a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to $4,500.00.

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 $4,500.00 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).

ALTON BOARD OF SELECTMEN
Minutes
December 5, 2022

Chairman B. Mitchell convened the meeting at 6:00 PM.

B. Mitchell led the assembly in the Pledge of Allegiance to the Flag and a Moment of Silence. The following staff members were present:

The following staff members were present:

Brock Mitchell, Chairman
Paul LaRochelle, Vice-Chairman, Excused
Reuben Wentworth, Selectman
Bob Holt, Selectman
Andrew Morse, Selectmen
Ryan Heath, Town Administrator

Agenda Approval

Announcements

- The Public Participation Policy applies to all Selectmen meetings. A copy of it is on the back of each agenda, posted in this meeting room, and on our website.

Public Input I *(limited to 3 minutes per person on agenda items only)*

C. Shapleigh approached the table. She stated that she respects the Public Participation Policy as she helped to develop it. She is wondering if the Board would indulge her in not having to wait until the second Public Input and answer one question. There was a meeting that she was not included in for changing the location of voting in the Town. As School Moderator, it is a meeting she feels she should have been included in. She would like to have the genesis of wanting to change the location. She doesn't understand why. She asked if this is something that the Board is willing to answer during the first Public Input. B. Mitchell polled the Board as to how they felt. The Board did not have an objection to responding. He stated that this situation has been going on for a while. There were people who didn't want to vote at the church. R. Wentworth stated that the issue was raised because of Town policy. R. Heath stated that was the discussion that took place a couple of years ago. Over the last two or three months there was correspondence received from the Diocese of Manchester stating that all of their locations are going to require anyone using their facilities to buy supplemental binder through their insurance company for roughly over $400,000.00 of coverage. It was going to cost the Town $402.00 per event on top of providing our own binder through Primex. C. Shapleigh stated that voting at the church was changed for valid reasons. They tried other Town owned buildings. She explained why the other locations did not work.

L. Carr approached the table. He stated that he believes where is says Public Input I it will no longer say agenda items only. He said that tonight the Board set the precedent and it won't appear anymore on the agendas. R. Wentworth stated that Selectmen do set policies and policies have been waived in the past. He stated that L. Carr has never asked if he could bring something up that was not on the agenda. He stated that the person that did asked the Board if she could do that. It had to do with Town business.

Appointments

None

New Business

1. Default Budget

R. Heath, Town Administrator, stated that there are two lines that need to have the numbers changed. They are for the IT Department. Line #4145-507 needs to be changed to $305.00 and line # 4145-519 needs to be changed to $5,200.00. R. Wentworth asked if this budget contained COLA and merit because that are not a contractual agreement. R. Heath stated that it doesn't. He went through some of the lines that have changed.

R. Wentworth made a motion to approve the Default Budget of $8,854,314.00 for 2023 General Fund and B. Holt seconded with all in favor of the motion.

R. Wentworth made a motion to approve the Default Budget of $480,764.00 for 2023 Water Department and A. Morse seconded with all in favor of the motion.

Old Business

1. Conditional Approval - Hopewell Road

J. Rines approached the table. He is from Horizons Engineering. He is wondering if the Board would be willing to allow his clients, Flying B, to pull the wall back so it protects the closest utility vault. Flying B is willing to do a waiver of liability. R. Heath asked the Board if they would like to hear from the Public Works Director. S. Kinmond, Public Works Director, approached the table. He stated that he doesn't have an issue as long as there is a waiver.

R. Wentworth made a motion to rescind the motion made at the November 7, 2022 meeting for Hopewell Road for the requirements to remove the stone wall out of the Town right of way amending it to move the west side stone wall back 6.7 feet with the condition of a waiver of liability on the Town and also a waiver of liability for any damages to vehicles of the Town and B. Holt seconded with all in favor of the motion.

2. Highway Department - Highway Equipment CRF Withdrawal

S. Kinmond remained at the table. He feels this is important to move to the next phase. The two fleet vehicles order earlier in the year have come in. There was a savings with that. He would like to use that savings and add a polycaster sander to the new 2022 F350 pickup.

R. Wentworth made a motion to approve the Public Works Director to purchase from Alton Motorsports a polycaster sander 1.8 cubic yards in the amount of $6,925.00 to come out of the Highway Capital Reserve Fund and A. Morse seconded with all in favor of the motion.

3. Local Emergency Operations Plan

R. Heath stated that at the end of last year the Board approved moving forward with the submission of grants for Hazardous Mitigation Plan and Local Emergency Operations Plan. The Hazardous Mitigation Plan was approved about four months ago. This is the Local Emergency Operations Grant.. The total project cost is $9,000.00 of which $4,500.00 will be funded from an Emergency Management Performance Grant. There is a 50% match that can be either a hard match in cash or do a soft match with our Emergency Team meetings that took place during COVID 19.

B. Mitchell made a motion to accept the terms of the Emergency Management Performance Grant as presented in the amount of $4,500.00 for the LEOP update. Furthermore, the Board acknowledges that the total cost of this project will be $9,000.00 in which the Town will be responsible for a 50% match of $4,500.00 and authorize the Town Administrator to sign all documents related to the grant and B. Holt seconded with all in favor of the motion.

4. 2023 Federal Holidays

R. Heath stated that this is a change in the Federal Holiday list. Other municipalities have started to observe Juneteenth. He updated the recognized federal holiday list.

R. Wentworth made a motion to approve the US Federal Holiday 2023 schedule for the Town of Alton and B. Mitchell seconded with all in favor of the motion.

Selectmen Reports

B. Holt had nothing to report.

A. Morse had nothing to report.

R. Wentworth stated that the Conservation Commission is doing their land monitoring right now.

B. Mitchell had nothing to report.

Town Administrator Report

R. Heath informed the Board that the County Delegation sent over their proposed budget for their public hearing. The public hearing is going to be on December 12, 2022 at 6:30 pm at the county complex 34 County Drive, Laconia, NH.

R. Heath stated that there is a policy change on the table. This is something that the Public Works Director had brought to him. Currently in the Employee Handbook states that if you take a sick day during a pay week you are not eligible for overtime. The concern is that the if someone from the Highway Department takes a sick day on a Monday but gets called in to plow on a Saturday he doesn't get any overtime. The recommendation on that policy is that overtime pay shall be paid to include sick time. The previous policy excluded sick time. There were several different scenarios discussed. R. Wentworth stated that he is against this. He thinks that after working 8 hours in a day than you should be paid overtime. S. Kinmond approached the table.

He stated that the real purpose for changing this is because of Covid. They need to be out anywhere from 5 to 10 days. As soon as someone comes in that is not feeling well it goes right through the entire shop. If the Board is willing to go with anything over 8 hours is overtime than he would be fine with it. B. Holt stated that we cannot require employees to work overtime. J. Collins, Tax Collector/ Town Clerk approached the table. She stated that she is agreeance with R. Wentworth that anything over 8 should be overtime. R. Heath doesn't think that would be okay with the Labor Board. R. Heath stated that he will rework the changes that the Board would like to see and bring it back.

R. Heath stated that he included paperwork on the table. He has spoken to the Town Attorney. He stated that they do Bond Counsel on a regular basis. They are going to put a proposal together to act as Bond Counsel on behalf of the Town. It is above and beyond the regular counsel duties. The fees would be anywhere from $3,500.00 to $5,500.00. R. Wentworth asked if this needed to be done tonight. R. Heath stated that they can bring it home and look at it.

R. Heath stated that the last thing that he had was to do with voting. He had conversations with the Town Clerk to go to the school. He forgot to extend the invitation to the School Moderator. The meeting was last week and they looked at the situation over there. Next year there is only March elections. The only opportunity is to use the auditorium. There was a question as to whether or not they could use the gymnasium for other elections. It would be used with prior planning. There is handicap access. R. Wentworth stated that no matter where it is held there is always going to be someone that has issues with it. R. Heath stated that he is still waiting to hear from the Superintendent.

R. Wentworth made a motion that the Town voting for 2023 will be held at St. Katharine Drexel for the $402.00 additional insurance and B. Mitchell seconded. He would like the Town Administrator work on additional locations. The vote was called and all were in favor.

Approval of Minutes

None

Consent Agenda Approval

R. Wentworth made a motion to approve the Consent Agenda for December 5, 2022 as presented and B. Mitchell seconded with all in favor of the motion.

1. **Land Use Items - approval**

   2022 Administrative Abatements

   Brown; Map 6 Lot 138; 55 Osprey Road; $750
   Denoncourt; Map 78 Lot 3; 700 Rattlesnake Island; $2,650
   Schumacher; Map 48 Lot 34; 21 Loud Road; $5,509

   2022 Supplemental Warrant

   Ripplinger; Map 78 Lot 3; 700 Rattlesnake Island; $2,650
   Nickerson Trust; Map 48 Lot 34; 21 Loud Road; $5,509

2. **Planning Department**

   Robin L.McClain, Planning & Zoning Assistant, $19.00/hr., New Hire

Discretionary Action on Requests for Appointments (No discussion, majority vote required to allow/not allow appointment)

None

Public Input II ***(limited to 5 minutes per person on any Governmental/Town Business)***

R. Lane approached the table. She thanked the Board for staying with the church. She is an advocate for the church. Her problem is that every couple of years we go through where are we going to have the elections. Her problem is that there is no communication. She needs to know what Selectmen and times they will be at elections. She has called and left messages and no one calls her back. She said she will not work in an auditorium. No one hears her. The gymnasium would be a good setup.

C. Shapleigh approached the table. She asked about the overtime proposal. She heard it several different ways. She gave her opinion on the proposed policy change. She asked about the bond. Is it for a new municipal building. She questions the timing. We are in the highest rates right now.

L. Carr approached the table. He asked if the money for the engineering will be a warrant article.

Non-Public Session

None

Adjournment

B. Holt moved at 7:42 pm to adjourn. A. Morse seconded. **Motion carried.**

Respectfully submitted,

Stacy L. Bailey
Recording Secretary

DRAFT

Primex³
NH Public Risk Management Exchange

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:	*Member Number:*	*Company Affording Coverage:*
Primex3 Members as per attached Schedule of Members Property & Liability Program		NH Public Risk Management Exchange - Primex³ 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:	
X	**General Liability (Occurrence Form)**	1/1/2023	1/1/2024	Each Occurrence	$ 5,000,000
	Professional Liability (describe)			General Aggregate	$ 5,000,000
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll:			Combined Single Limit (Each Accident)	
	Any auto			Aggregate	
	Workers' Compensation & Employers' Liability			Statutory	
				Each Accident	
				Disease – Each Employee	
				Disease – Policy Limit	
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
State of NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			By: *Mary Beth Purcell* Date: 1/5/2023 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

PRIMEX

Member Programs - PL with Jan Renewal

Name	Member Number	Effective Date.
Bay Sewage District	558	1/1/2023
Belknap County	607	1/1/2023
Capital Area Fire Compact	546	1/1/2023
Carroll County	600	1/1/2023
Cheshire County	601	1/1/2023
City of Claremont	141	1/1/2023
Conway Village Fire District	526	1/1/2023
Emerald Lake Village District	535	1/1/2023
Kearsarge Lighting Precinct	464	1/1/2023
Lakes Region Mutual Fire Aid	529	1/1/2023
Lamprey Regional Solid Waste	505	1/1/2023
Littleton Water & Light	524	1/1/2023
Lower Beech Pond Village District	463	1/1/2023
Merrimack County	604	1/1/2023
Milford Area Communications Center	545	1/1/2023
North Conway Water Precinct	557	1/1/2023
Pembroke Water Works	532	1/1/2023
Penacook Rescue Squad	531	1/1/2023
Plainfield Village Water District	571	1/1/2023
Plymouth Village Water & Sewer District	559	1/1/2023
Rockingham County	609	1/1/2023
Rye Beach Village District	453	1/1/2023
Southern New Hampshire Planning Commission	525	1/1/2023
Strafford County	605	1/1/2023
Strafford County Conservation District	465	1/1/2023
Tilton & Northfield Aqueduct Co., Inc.	467	1/1/2023
Tilton-Northfield Water District	585	1/1/2023
Town of Acworth	100	1/1/2023
Town of Allenstown	103	1/1/2023
Town of Alton	105	1/1/2023
Town of Ashland	109	1/1/2023
Town of Atkinson	110	1/1/2023
Town of Bedford	116	1/1/2023
Town of Bethlehem	119	1/1/2023
Town of Boscawen	122	1/1/2023
Town of Brentwood	125	1/1/2023
Town of Bristol	127	1/1/2023
Town of Brookline	129	1/1/2023
Town of Candia	132	1/1/2023
Town of Canterbury	133	1/1/2023
Town of Center Harbor	135	1/1/2023
Town of Chesterfield	139	1/1/2023
Town of Chichester	140	1/1/2023
Town of Conway	146	1/1/2023
Town of Croydon	148	1/1/2023
Town of Deerfield	152	1/1/2023
Town of Dublin	157	1/1/2023
Town of Dummer	158	1/1/2023
Town of Dunbarton	159	1/1/2023
Town of East Kingston	161	1/1/2023
Town of Easton	162	1/1/2023
Town of Effingham	164	1/1/2023
Town of Exeter	170	1/1/2023
Town of Francestown	173	1/1/2023
Town of Franconia	174	1/1/2023
Town of Freedom	176	1/1/2023
Town of Fremont	177	1/1/2023

Primex³
NH Public Risk Management Exchange

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Participating Member:	*Member Number:*	*Company Affording Coverage:*
Primex3 Members as per attached Schedule of Members Workers' Compensation Program		NH Public Risk Management Exchange - Primex³ 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:*
☐	**General Liability (Occurrence Form)**			Each Occurrence	
☐	**Professional Liability (describe)**			General Aggregate	
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
☐	**Automobile Liability** Deductible Comp and Coll:			Combined Single Limit (Each Accident)	
	☐ Any auto			Aggregate	
X	**Workers' Compensation & Employers' Liability**	1/1/2023	1/1/2024	X Statutory	$2,000,000
				Each Accident	$2,000,000
				Disease – Each Employee	
				Disease – Policy Limit	
☐	**Property (Special Risk includes Fire and Theft)**			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER: ☐ **Additional Covered Party** ☐ **Loss Payee**	**Primex³ – NH Public Risk Management Exchange**
	By: *Mary Beth Purcell*
State of NH Dept of Safety 33 Hazen Dr. Concord, NH 03301	Date: 1/5/2023 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

Portsmouth Housing Authority	572	1/1/2023
Precinct/Haverhill Corner	544	1/1/2023
Rockingham Regional Planning Commission	563	1/1/2023
Rye Beach Village District	453	1/1/2023
Salem Housing Authority	521	1/1/2023
SAU 7 Office	817	1/1/2023
SAU 19 Office	748	1/1/2023
Somersworth Housing Authority	533	1/1/2023
Southeast Regional Refuse Dist 53-B	536	1/1/2023
Southern New Hampshire Planning Commission	525	1/1/2023
Southwest New Hampshire District Fire Mutual Aid	538	1/1/2023
Southwest Region Planning Commission	566	1/1/2023
Stewartstown School District	790	1/1/2023
Strafford County	605	1/1/2023
Strafford County Conservation District	465	1/1/2023
Strafford Regional Planning Commission	562	1/1/2023
Swains Lake Village District	552	1/1/2023
Tilton & Northfield Aqueduct Co., Inc.	467	1/1/2023
Tilton-Northfield Water District	585	1/1/2023
Town of Acworth	100	1/1/2023
Town of Albany	101	1/1/2023
Town of Alexandria	102	1/1/2023
Town of Allenstown	103	1/1/2023
Town of Alstead	104	1/1/2023
Town of Alton	105	1/1/2023
Town of Andover	107	1/1/2023
Town of Antrim	108	1/1/2023
Town of Ashland	109	1/1/2023
Town of Atkinson	110	1/1/2023
Town of Auburn	111	1/1/2023
Town of Barrington	113	1/1/2023
Town of Bartlett	114	1/1/2023
Town of Bath	115	1/1/2023
Town of Bedford	116	1/1/2023
Town of Belmont	117	1/1/2023
Town of Bennington	118	1/1/2023
Town of Bethlehem	119	1/1/2023
Town of Boscawen	122	1/1/2023
Town of Bow	123	1/1/2023
Town of Brentwood	125	1/1/2023
Town of Bristol	127	1/1/2023
Town of Brookfield	128	1/1/2023
Town of Brookline	129	1/1/2023
Town of Campton	130	1/1/2023
Town of Canaan	131	1/1/2023
Town of Candia	132	1/1/2023
Town of Canterbury	133	1/1/2023
Town of Carroll	134	1/1/2023
Town of Center Harbor	135	1/1/2023
Town of Chesterfield	139	1/1/2023
Town of Chichester	140	1/1/2023
Town of Clarksville	142	1/1/2023
Town of Colebrook	143	1/1/2023
Town of Conway	146	1/1/2023
Town of Cornish	147	1/1/2023
Town of Croydon	148	1/1/2023
Town of Dalton	149	1/1/2023
Town of Deerfield	152	1/1/2023
Town of Deering	153	1/1/2023
Town of Dublin	157	1/1/2023
Town of Dummer	158	1/1/2023