



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

ROBERT L. QUINN
 COMMISSIONER

EDDIE EDWARDS
 ASSISTANT COMMISSIONER

March 20, 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) in the amount of \$40,000.00 to purchase and install equipment for the community's Emergency Operations Center (EOC) 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 - HSEM - EMPG | <u>SFY 2023</u> |
| 072-500574 | -Grants to Local Gov't - Federal | \$40,000.00 |
| Activity Code: 23EMPG-S 2021 | | |

EXPLANATION

The purpose of this grant is for the Town of Alton to purchase and install equipment in their EOC. Equipment to be purchased and installed includes desks, chairs, tables, digital whiteboard, and upgraded audio equipment to enhance their emergency response capabilities. The grant listed above is funded from the FFY 2021 ARPA 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 \$40,000.00 |
| 1.9. Grant Officer for State Agency Sheila Dupere, EMPC 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, T.A. | |
| 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: | | 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: 3/29/23 | | | |
| 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. 2. 3. Date:

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"):

Subrecipient Initials: 1.) 2.)

3.) Date:

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.

Subrecipient Initials: 1. 2.

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,

3. Date:

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.

Subrecipient Initials: 1.) 2.)

3.) Date:

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.) **RLH**

2.)

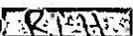
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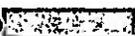
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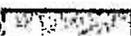
EXHIBIT B

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") \$40,000.00 to purchase and install equipment for 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.) 

2.) 

3.) 

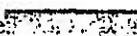
Date: 

EXHIBIT C

Grant Amount and Payment Schedule

1. GRANT AMOUNT

| | Applicant | Grant | |
|--|------------------|------------------------|--------------------|
| | Share | (Federal Funds) | Cost Totals |
| Project Cost | \$40,000.00 | \$40,000.00 | \$80,000.00 |
| 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-00011 | | | |
| 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 \$40,000.00.
- 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 \$40,000.00 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.) RLA

2.)

3.)

Date:

ALTON BOARD OF SELECTMEN
Minutes
January 19, 2023

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 LaRochele, Vice-Chairman
Reuben Wentworth, Selectman
Bob Holt, Selectman
Andrew Morse, Selectmen
Ryan Heath, Town Administrator

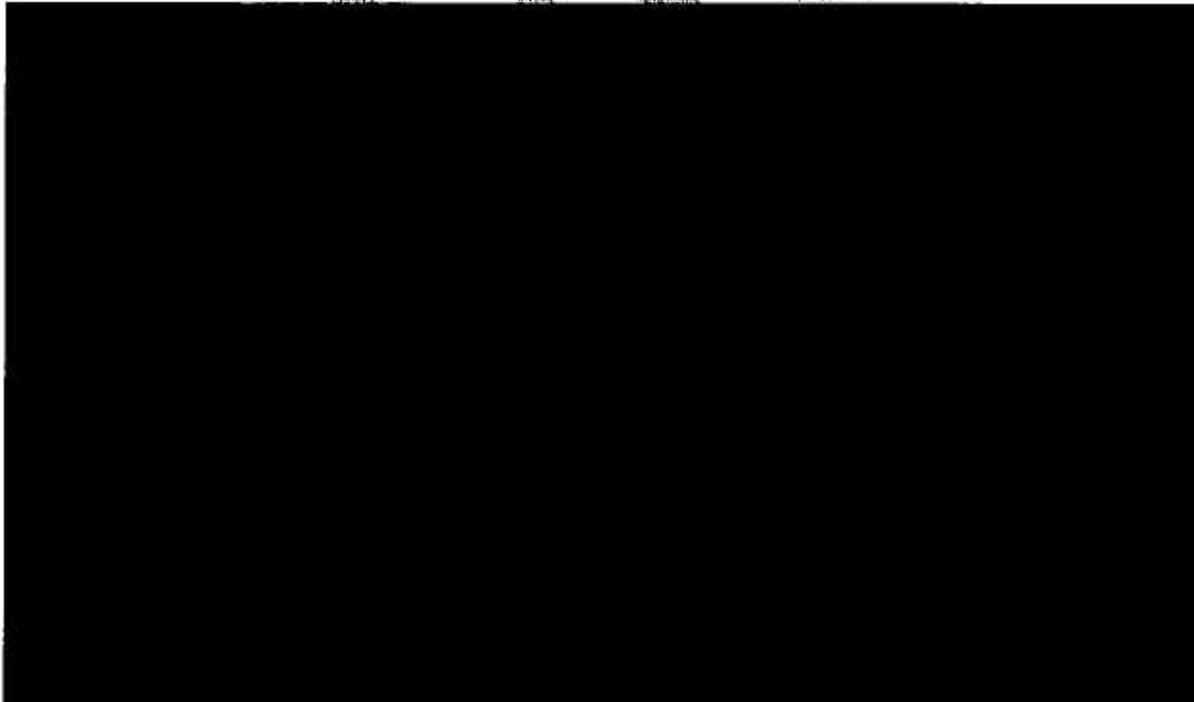
Agenda Approval

B. Mitchell made a motion to amend the agenda and postpone the Appointment and B. Holt seconded with all in favor of the motion. R. Wentworth made a motion to approve the agenda as amended and P. LaRochele seconded with all in favor of the motion.

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 (limited to 3 minutes per person on agenda items only)



Appointments

- John DeSignore - Community Power Program

*Postponed

New Business

- Fire Department - Fire Rescue Federal Grant

R. Heath stated that he put this information in the packet in reference to a poll he took of the Board members. This was a grant that had a deadline. The poll was just a place holder for the submission. This is the full application and information. There is no action required tonight. This is more backup information. The grant is 100% match. We will not know for some time as this is a competitive grant. It is an opportunity. This type of rescue vehicle would be great to be funded by the Federal Government. We have no commitment at this point. If we were awarded it would come back to the Board at that time.

- Building Permit Request - Map 19 Lot 51-3 Rines Road

B. Mitchell stated that he does not have a problem with this. He believes that the Town is taking care of the road anyway. R. Wentworth stated that he would like to make a motion to bring it up for discussion.

R. Wentworth made a motion to approve the Building Permit request for Rines Road a Class VI road and make sure that the Town maintains it and the Town brings it back to Class V standards and B. Mitchell seconded. R. Wentworth stated that the only discussion he has is it shouldn't be a few months process. He doesn't know why it has to go to the Planning Board when it is already a lot of record. The Planning Board at this point should not have a say in it unless it is a subdivision. R. Heath stated that he doesn't understand where the back and forth went but the policy still is to build on a Class VI road a waiver request comes to the Board. The Board approves it and you get a building permit. R. Wentworth stated that maybe in the future a checklist needs to be formed. Discussion ensued as to whether it is a Class V or Class VI road. R. Wentworth asked if by law it is a Class V road because we have been maintaining it for more than 5 years. S. Kinmond stated that is correct. The motion was called with all in favor of the motion.

R. Wentworth made a motion that the Town continues to maintain that road and P. LaRochelle seconded with all in favor of the motion.

- Public Works Department - Zero Turn Bid Specs - Approval

S. Kinmond approached the table. He stated that during the budget process they went through what items are up for replacement. This is a piece of equipment that needs to be replaced. He drafted a bid for replacing the zero turn mower. The pricing on the quotes exceeds the \$10,000.00 threshold for the Board.

R. Wentworth made a motion to approve the Zero Turn bid specs and B. Holt seconded. B. Mitchell asked what will be done with the old one. S. Kinmond stated that it will be kept as a backup. The motion was called with all in favor of the motion.

Old Business

- Public Works Department - 2023 Paving Project Bid Award

S. Kinmond remained at the table. He put together a memo for the Board. It has been several years since the paving went out to bid. They had 4 bidders. They were all very qualified companies.

R. Wentworth made a motion to go with the recommendation of the Public Works Director to GMI Asphalt LLC for the paving work to be done in 2023 and P. LaRochelle seconded with all 4 in favor and 1 abstention.

- NH DOS - Alton EOS Equipment Grant

R. Heath stated that this is for Emergency Operations equipment. This was a matching grant. The new equipment would be the tables, seating arrangement, wireless microphones, smart board, radio equipment, etc. and the match on this grant would be either a soft match of the meeting time/ administrator time. Some of the remodeling would be considered the match as well.

B. Mitchell made a motion to accept the terms of the Emergency Management Performance Grant as presented in the amount of \$40,000.00 for the Emergency Operations Center Equipment. Furthermore, the Board acknowledges that the total cost of this project will \$80,000.00 in which the Town will be responsible for 50% match of \$40,000.00 and to authorize the Town Administrator to sign all documents related to the grant and R. Wentworth seconded with all in favor of the motion.

Approval of Minutes

- January 3, 2023 - Public Session

B. Holt made a motion to approve the minutes for January 3, 2023 Public Session and B. Mitchell seconded with all in favor of the motion.

Consent Agenda Approval

P. LaRochelle made a motion to approve the Consent Agenda for January 19, 2023 as presented and B. Holt seconded with all in favor of the motion.

Land Use Items - approval

Military Service Credits

Perry; Map 1 Lot 9-1; 321 Muchado Hill Road; \$2,900
DiPietro; Map 43 Lot 47; 263 Trask Side Road; \$2,150

Administrative Abatement

Bryan; Map 15 Lot 13; Old Wolfeboro Road; \$44

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)



Non-Public Session

None

Adjournment

R. Wentworth moved at 7:32 pm to adjourn. B. Holt seconded. Motion carried.

Respectfully submitted,

Stacy L. Bailey
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 | 1/1/2023 | 1/1/2024 | 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 | Primex ³ - NH Public Risk Management Exchange |
| State of NH Dept of Safety 33 Hazen Dr. Concord, NH 03301 | | | By: <i>Mary Beth Purcell</i> |
| | | | 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 |



CERTIFICATE OF COVERAGE

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| | | |
|--|-----------------------|--|
| Participating Member: Primex3 Members as per attached Schedule of Members Workers' Compensation 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 type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence | | | <input type="checkbox"/> Each Occurrence <input type="checkbox"/> General Aggregate <input type="checkbox"/> Fire Damage (Any one fire) <input type="checkbox"/> Med Exp (Any one person) | |
| <input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto | | | <input type="checkbox"/> Combined Single Limit (Each Accident) <input type="checkbox"/> Aggregate | |
| <input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability | 1/1/2023 | 1/1/2024 | <input checked="" type="checkbox"/> Statutory <input type="checkbox"/> Each Accident <input type="checkbox"/> Disease - Each Employee <input type="checkbox"/> Disease - Policy Limit | \$2,000,000 \$2,000,000 |
| <input type="checkbox"/> Property (Special Risk includes Fire and Theft) | | | <input type="checkbox"/> Blanket Limit, Replacement Cost (unless otherwise stated) | |

Description: Proof of Primex Member coverage only.

| | | | |
|---|---------------------------------|-------------------|---|
| CERTIFICATE HOLDER: State of NH Dept of Safety 33 Hazen Dr. Concord, NH 03301 | Additional Covered Party | Loss Payee | Primex³ - NH Public Risk Management Exchange By: <i>Mary Beth Purcell</i> 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 Boscaawen | 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 |