



ROBERT L. QUINN
COMMISSIONER

State of New Hampshire

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

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

May 15, 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 Auburn, (VC#177355-B001), in the 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	<u>SFY 2023</u>
072-500574 Grants to Local Gov't - Federal	\$4,500.00
Activity Code: 23EMPG 2021	

EXPLANATION

Governor and Council approval is being sought because the amount of a previous payments by the Department of Safety to the Town of Auburn plus the amount of this grant yields a cumulative amount that is over the Governor & Council approval threshold.

The purpose of this grant is for the Town of Auburn to update the local community's emergency operation plan. 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 Auburn (VCH177355-B001)		1.4. Subrecipient Address PO Box 309, Auburn NH, 03032	
1.5. Subrecipient Tel. # (603) 483-5052	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 Michael W. D. Smith Fire Chief	
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: 5/11/23		1.14. Name & Title of State Agency Signor(s) Edyta J. Dornian Deputy 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: 5/13/2023			
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").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

Subrecipient Initials: 1)  2) _____ 3) _____ Date: _____

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no

event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

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

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

7. PERSONNEL.

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

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

This provision shall survive termination of this Agreement.

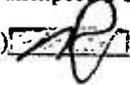
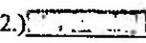
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

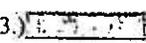
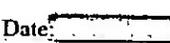
8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 Failure to perform the Services satisfactorily or on schedule;

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

Subrecipient Initials: 1.)  2.) 

3.)  Date: 

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.

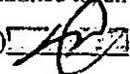
11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the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

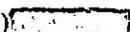
12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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.

Subrecipient Initials: 1.) 

2.) 

3.)

Date: 

14. INSURANCE.

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

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

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

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

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

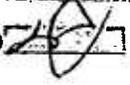
15. WORKERS' COMPENSATION.

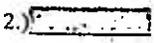
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

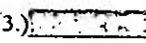
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this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

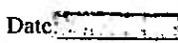
16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed

Subrecipient Initials: 1.) 

2.) 

3.) 

Date: 

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.)



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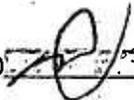
Date:

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 Auburn (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 29, 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	\$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)			
Applicant's Unique Entity ID (UEI): JLJ6GCJ6NQL3			

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).

Subrecipient Initials: 1.)



2.)

3.)

Date:

**Town of Auburn
Board of Selectmen
Stritch Meeting Room
Town Hall
April 10, 2023
Draft Minutes
7:00 PM**

Selectmen Present: Keith Leclair, Michael Rolfe and Tom Carroll

Others Present: Police Chief Ray Pelton, Fire Chief Michael Williams, Representative Jess Edwards, Mike DiPietro, Town Administrator Chris Sterndale and Recording Secretary Nancy Hoijer.

I. Call to Order

Mr. Leclair called the meeting to order at 7:00 PM and led the Pledge of Allegiance.

II. Public Comments

Mr. Leclair asked if there were any comments from the public at 7:00 PM and there were none.

III. Appointments with the Board

A. Jess Edwards

Mr. Edwards presented his request to have a bench in memory of his wife placed 25' from Nutt Pond located on town property which has a conservation easement with RCCD. Mr. Edwards first came before the Board back in December but wasn't on the agenda and then met with the Conservation Commission and Mr. Porter expressed concerns with the 125' setback from the water in the Cohas Preservation District.

Mr. Edwards described the proposed bench which would be fitted on concrete. There would be no risk to leaching pollutants or environmental impact. Mr. Edwards noted one of the missions of the easement is to create scenic enjoyment for the public. He described the calming effects of sitting there watching the water.

Mr. Leclair stated that he visited the site and took measurements. There were not a lot of places to put the bench which would be visible to the water. A spot was located approximately 15-20'. Mr. Leclair expressed concerns with maintenance but noted if it becomes a nuisance, it could be removed. Chief Pelton stated he thought it was a great idea. Mr. Edwards offered if there was a fund set up to contribute for maintenance, he would.

Mr. Sterndale will speak with RCCD about getting permission for the bench.

Representative Edwards updated the Board on the proposed municipal pension legislation offset which proposes \$50 million against the portion paid by the municipalities, reducing the amount they would have to contribute.

B. Chief Michael Williams

Chief Williams presented the Fire Department's reports for the months of February and March. He noted 49 calls for service in February with one retone and 42 calls for service in March.

Chief Williams noted in February the ISO rating was almost finalized and will stay the same. The Hazard Mitigation Plan and local Emergency Operations Plan will need to be approved. He noted Lakes Regional Community College has a live-in program offering FF1.

Chief Williams reported in March Longmeadow Church brought the Department lunch. The Ride Along program started two months ago and has had five or six young people show interest. The Department had its Award's Night. EMS training was held and there was a big attendance at Derry Fire's Electric Vehicle Class. Chief Williams noted electric vehicle fires are hard to put out because of the batteries and those fires can burn for several hours. Often wreckers won't take them because they are afraid they will reignite.

Chief Williams provided the Deputy Warden appointment for signature.

IV. Manifests

V. Consent Agenda

Mr. Leclair read out loud, and offered for inspection, the Consent Agenda dated April 10, 2023 which consisted of a Payroll Manifest dated 4/10/23 in the amount of \$56,985.32, elderly exemption approvals, veterans' credit approvals and disabled and elderly exemption denials.

Mr. Leclair motioned to approve the Consent Agenda dated April 10, 2023. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed 3-0-0.

VI. New Business

A. Safety Complex Plymovent repair

Chief Williams reported the motor burned out on the Plymovent at the Safety Complex. The cost to repair it was \$2,800.

Mr. Leclair recommended making payment from ARPA.

Mr. Rolfe motioned to pay for the new motor for the Plymovent at the Safety Complex for \$2,800 from ARPA funds. Mr. Carroll seconded the motion. A vote was taken, all were in favor, the motion passed 3-0-0.

B. LEOP Grant

Chief Williams noted that the Local Emergency Operations Plan needs to be updated as it was last updated in 2014. If the plan is not kept up to date the Department could lose State grant funding opportunities.

Mr. Rolfe motioned that the Board of Selectmen hereby accepts the terms of the Local Emergency Performance Grant as presented in the amount of \$9,000. Furthermore, the Board acknowledges the total cost of this project will be \$9,000, in which the Town will be responsible for a 50% match (\$4,500). Emergency Management Director Michael Williams is authorized to sign all documents related to this grant. Mr. Carroll seconded the motion. A vote was taken, all were in favor, the motion passed 3-0-0.

C. BI/CEO Mutual Aid Agreement

Mr. Sterndale provided the Auburn/Chester Mutual Aid Agreement for Building Inspector and Code Enforcement Officer. The Agreement has been in place for about eight years but lapsed a year ago.

Mr. Rolfe motioned that the Board of Selectmen approve the Mutual Aid and Assistance Agreement for Building Inspection and Code Enforcement Services with the Town of Chester. Mr. Carroll seconded the motion. A vote was taken, all were in favor, the motion passed 3-0-0.

D. Q1 Budget report

Mr. Sterndale provided a budget report for the first quarter of the calendar year. Mr. Leclair expressed concerns with the Highway line for salt and storm funds which are used up. Mr. Rolfe noted there would be enough salt for quite awhile.

VII. Old Business

A. Fire Department Renovations

Chief Williams provided one estimate for the bunk rooms at the Safety Complex including electric and HVAC for \$21,500 from NorthEast Renovations. He noted he sent out information to two other bidders but has not heard back.

Mr. Leclair asked about the back staircase and Chief Williams noted it only needs an exit sign. The generator will provide emergency lighting.

Mr. Rolfe motioned to accept the bid from NorthEast Renovations for the renovations at the Fire Department, not to exceed \$25,000 to be paid for by ARPA funding. Mr. Carroll seconded the motion. A vote was taken, all were in favor, the motion passed 3-0-0.

B. Committee Appointments

Mr. DiPietro reviewed the proposed appointments to the Zoning Board of Adjustment. He recommended that alternate Shannon Daoust be appointed to the vacant full member position. Mr. Sterndale provided applications for two alternate positions.

Mr. Rolfe motioned that the Board of Selectmen hereby appoints Shannon Daoust to be a full member of the Zoning Board of Adjustment. Mr. Carroll seconded the motion. A vote was taken, all were in favor, the motion passed 3-0-0.

Mr. Rolfe motioned that the Board of Selectmen hereby appoints Jeremy Wirths and Alexandra Broom as alternate members of the Zoning Board of Adjustment. Mr. Carroll seconded the motion. A vote was taken, all were in favor, the motion passed 3-0-0.

Mr. Sterndale reported that Jeff Porter will not be continuing on the Conservation Commission and will be discussing the vacancy with current alternates. Mr. Leclair extended the Board of Selectmen's thanks for his time and dedication.

C. BOS Rules of Procedure – Tabled

D. Road Agent Planning

Mr. Sterndale provided organizational documents for the proposed planning committee. Mr. Leclair noted that the first meeting will be organizational and will see if other ideas need to be vetted.

Mr. Sterndale noted the first meeting would be in April or May of 2023 and he will post an advertisement in the Town Crier in May.

VIII. Committee Reports

Mr. Carroll reported that Parks & Recreation met and discussed the level of involvement with the library renovation.

IX. Town Administrator's Items

A. Personnel

Job Description

Mr. Sterndale reported the job description was posted and there has not been a lot of interest.

Parks & Recreation

Mr. Sterndale reported that Mike will be leaving as he is going to be deployed for approximately nine months.

Policy

Mr. Sterndale is working on the personnel policy to include the Fire Department, elected officials and library and hopes to have an update before budget season.

B. Elderly/Disabled Abatement

Mr. Sterndale reported there were two applications denied for being over income and they were not off by much.

X. Upcoming Meetings

A. Mon. May 8, 2023

XI. Minutes

A. March 27, 2023

Mr. Rolfe motioned to approve the March 27, 2023 Public meeting minutes. Mr. Carroll seconded the motion. A vote was taken, all were in favor, the motion passed 3-0-0.

XII. Non-Public Session pursuant to RSA 91-A:3(II)(d) acquisition of real estate

By Roll Call, Mr. Leclair motioned to go into non-public session pursuant to 91-A:3(II)(d) acquisition of real estate. Mr. Carroll seconded the motion. A roll call vote was taken, Mr. Leclair voted aye, Mr. Rolfe voted aye and Mr. Carroll voted aye. The motion passed 3-0-0.

The meeting room was closed to the public at 8:03 PM.

Mr. Leclair motioned to come out of non-public session. Mr. Rolfe seconded the motion. A vote was taken, all were in favor, the motion passed 3-0-0.

The meeting room was reopened to the public at 8:18 PM.

By Roll Call, Mr. Leclair motioned to seal the minutes of the non-public session. Mr. Carroll seconded the motion. A roll call vote was taken, Mr. Leclair voted aye, Mr. Rolfe voted aye and Mr. Carroll voted aye. The motion passed 3-0-0.

XIII. Adjournment

Mr. Rolfe motioned to adjourn the meeting at 8:18 PM. Mr. Carroll seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

Respectfully submitted,

Nancy Hoijer, Recording Secretary



State of New Hampshire

DEPARTMENT OF SAFETY

Division of Homeland Security
and Emergency Management

www.nh.gov/hsem



Robert L. Quinn
Commissioner

Robert M. Buxton
Director

March 07, 2023

Mr. Michael Williams, EMD/Chief
Town of Auburn
55 Eaton Hill Road
Auburn, NH 03032

Dear Chief Williams,

Thank you for submitting an Emergency Management Performance Grant (EMPG) application on October 24, 2022, for the community's Local Emergency Operations Plan (LEOP) update.

- We have finished the review and found the project falls within the guidelines of the current EMPG Program.
- The next step in the review process is to execute the attached grant agreement.

**THIS DOES NOT MEAN YOUR GRANT HAS BEEN AWARDED.
DO NOT PURCHASE OR INSTALL ANYTHING
OR YOUR PROJECT WILL BE INELIGIBLE AND WILL NOT BE FUNDED!**

- Once we receive back an appropriately executed grant agreement from you, we will move it forward to the Department of Safety's Business Office/Governor and Council to continue the review process.
- After the review is complete, we will notify you of our final decision.

Along with your returned grant agreement, we will need *meeting minutes showing that your governing body have accepted the terms of the grant*. Sample meeting minutes and instructions on how to properly execute the grant agreement are also enclosed.

Again, this letter does **NOT** constitute approval. *Please keep this for your records.*

If you have any questions or need assistance with this process, please contact me or your assigned HSEM Field Representative.

Thank you for your interest in the EMPG Program!

Sincerely,

Sheila M. Dupere
EMPG Program Coordinator

Enclosures

cc: (w/o enclosures), Courtney Jordan, Senior Field Representative

Office: 110 Smokey Bear Boulevard, Concord, N.H.
Mailing Address: 33 Hazen Drive, Concord, N.H. 03305
603-271-2231, 1-800-852-3792, Fax 603-223-3609
State of New Hampshire TDD Access: Relay 1-800-735-2964



New Hampshire Department of Safety
Division of Homeland Security and Emergency Management
Grant Agreement Checklist

Emergency Management Performance Grant (EMPG)

Applicant: Town of Auburn Grant Amount: \$4,500.00
Project: LEOP

All steps below are required to be completed in their entirety.
If any items are not completed properly, the Grant Agreement will not be processed.

Complete and return this checklist and all Grant Agreement documents by ASAP to:
NH DOS/HSEM Attn: EMPG Program Coordinator, 33 Hazen Drive, Concord NH, 03305 OR email to
this email address: NHEMPG.Program@dos.nh.gov

Grant Agreement

Grantee signors complete the following:

- Block 1.11 – Subrecipient Signatures
Have a majority of the Select Board or City Council sign in blocks 1.11.
- Block 1.12 – Name & Title of Subrecipient Signor
Print names and titles of the signors
- Initial and date each page of the Grant Agreement
- Initial and date Exhibit A, B and C.

Additional Required Documents

- Meeting Minutes- ****See SAMPLE MEETING MINUTES****
Minutes of the meeting documenting that the community/agency's GOVERNING AUTHORITY accepted/approved the EMPG grant agreement. Ensure the minutes state the community/agency is accepting the grant agreement terms as presented. Ensure you have complied with any public meeting requirement for acceptance of this grant including, if applicable, RSA 31:95-b.

The minutes should also include:

- What the grant is for
- Total project cost
- Amount of local match (50%)

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
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2022	7/1/2023	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
<input type="checkbox"/> Workers' Compensation & Employers' Liability			Statutory	
			Each Accident	
			Disease -- Each Employee	
			Disease -- Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			By: <i>Mary Beth Purcell</i>
			Date: 6/28/2022 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

PRIMEX**Member Programs - PL with July Renewal**

Name	Member Number	Effective Date
Town of Albany	101	7/1/2022
Town of Alexandria	102	7/1/2022
Town of Alstead	104	7/1/2022
Town of Amherst	106	7/1/2022
Town of Andover	107	7/1/2022
Town of Antrim	108	7/1/2022
Town of Auburn	111	7/1/2022
Town of Barnstead	112	7/1/2022
Town of Barrington	113	7/1/2022
Town of Bartlett	114	7/1/2022
Town of Bath	115	7/1/2022
Town of Belmont	117	7/1/2022
Town of Bennington	118	7/1/2022
City of Berlin	120	7/1/2022
Town of Benton	121	7/1/2022
Town of Bow	123	7/1/2022
Town of Bradford	124	7/1/2022
Town of Brookfield	128	7/1/2022
Town of Campton	130	7/1/2022
Town of Canaan	131	7/1/2022
Town of Carroll	134	7/1/2022
Town of Charlestown	136	7/1/2022
Town of Chatham	137	7/1/2022
Town of Chester	138	7/1/2022
Town of Clarksville	142	7/1/2022
Town of Colebrook	143	7/1/2022
Town of Columbia	144	7/1/2022
City of Concord	145	7/1/2022
Town of Cornish	147	7/1/2022
Town of Dalton	149	7/1/2022
Town of Danbury	150	7/1/2022
Town of Deering	153	7/1/2022
Town of Derry	154	7/1/2022
Town of Dorchester	155	7/1/2022
City of Dover	156	7/1/2022
Town of Durham	160	7/1/2022
Town of Eaton	163	7/1/2022
Town of Enfield	166	7/1/2022
Town of Epping	167	7/1/2022
Town of Errol	169	7/1/2022
Town of Farmington	171	7/1/2022
Town of Fitzwilliam	172	7/1/2022
Town of Gilsum	180	7/1/2022
Town of Gorham	182	7/1/2022
Town of Goshen	183	7/1/2022
Town of Grafton	184	7/1/2022
Town of Grantham	185	7/1/2022

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

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
State of NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			Date: 1/5/2023 mpurcell@nhprimex.org
			Please direct inquires to: Primex ³ 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