

140

MLC



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

ROBERT L. QUINN
COMMISSIONER

October 4, 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 Epping, (VC#177517-B003) 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 2024 operating budget as follows:

02-23-23-236010-80920000	Dept. of Safety HSEM – EMPG	<u>SFY 2024</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 previous payments by the Department of Safety to the Town of Epping plus the amount of this grant yields a cumulative amount that is over the Department's approved threshold.

The purpose of this grant is for the Town of Epping to update their community's Local Emergency Operation Plan (LEOP). 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.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
October 4, 2023
Page 2 of 2

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,

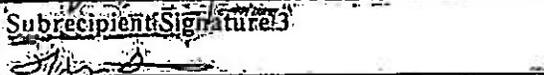
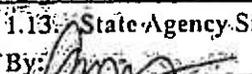
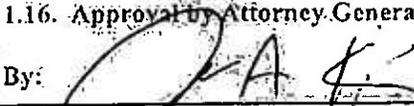


Robert L. Quinn
Commissioner of Safety

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 Epping (VC# 177517-B003)		1.4. Subrecipient Address 157 Main Street, Epping, NH 03042	
1.5 Subrecipient Tel. # (603) 679-5441	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, EMPC Program Coordinator		1.10. State Agency Telephone Number (603)-271-2231	
"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."			
Subrecipient Signature 1 		Name & Title of Subrecipient Signor 1 Joseph Troncy, Selectman	
Subrecipient Signature 2 		Name & Title of Subrecipient Signor 2 Pamela S. Libbells, Selectman	
Subrecipient Signature 3 		Name & Title of Subrecipient Signor 3 Thomas Gauthier, Selectman	
1.13. State Agency Signature(s) By:  On: 10/14/23		1.14. Name & Title of State Agency Signor(s) Amy L. Newbury, Director of Administration	
1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: 11/1			
1.16. Approval by Attorney General (Form, Substance and Execution) (if C & C approval required) By:  Assistant Attorney General, On: 10/25/23			
1.17. Approval by Governor and Council (if applicable) By: _____ On: 11/1			

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: 9/5/23

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 Failure to perform the Services satisfactorily or on schedule;

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

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

Subrecipient(Initials:)

[Handwritten Signature]

2.)

[Handwritten Signature]

3.)

[Handwritten Signature]

Date:

9/15/03

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, formulas, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes,

letters, memoranda, papers, and documents, all whether finished or unfinished.

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

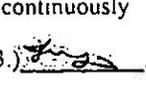
12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which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

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

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any

Subrecipient Initials: 1.  2. 

3.  Date: 9/5/23

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.

Subrecipient Initials: 1.)  2.) 

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.

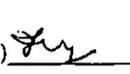
3.)  Date: 9/5/23

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 Epping (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 15, 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:

9/5/23

EXHIBIT C

Grant Amount and Payment Schedule

1. GRANT AMOUNT

Federal Award Information	
Awarding Agency: Federal Emergency Management Agency	Pass-through Entity: Homeland Security & Emergency Management
Federal Award: \$3,536,296.00	Assistance Listings Number/Title: Emergency Management Performance Grant / 97.042
Federal Award Date: 8/16/2021	R&D: No
Indirect Cost Rate: 14.22%	Federal Award Identification Number (FAIN): EMB-2021-EP-00004
Subrecipient Information	
Name: Town of Epping	UEI: F492X1KCJ7N3
Current Subaward Amount: \$4,500.00	Total Subawards Amount: \$4,500.00
Period of Performance	
Start	End
10/1/2020	8/31/2024
Budget Period	
Start	End
10/1/2020	8/31/2024

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.

Subrecipient Initials: 1.) [Signature] 2.) [Signature] 3.) [Signature] Date: 9/5/23

- 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, 10/1/2020, to the identified completion date (block 1.7).

Subrecipient Initials: 1.) D 2.) PJT 3.) JL Date: 9/5/23

BOARD OF SELECTMEN MEETING MINUTES
TOWN OF EPPING, NEW HAMPSHIRE
Tuesday September 5, 2023



ATTENDANCE

Chairman Joe Trombley, Vice-Chairman Tom Gauthier; Selectmen Pamela Tibbetts. Town Administrator Jake T. Roger; Executive Secretary Joyce Blanchard; Bob Jordan and John Cody were excused.

PLEDGE OF ALLEGIANCE

CONSENT CALENDAR

Minutes from the Selectmen August 28, 2023 meeting was submitted for approval.

The payroll manifest for the pay period ending August 31, 2023, in the amount of \$172,692.38 was submitted for approval.

Accounts Payable manifest for the period ending August 31, 2023, in the amount of \$403,717.89 (\$100,385.54 for the MTBE Water Main Extension Project and 303,332.35 to the Town) was submitted for approval.

Intent to Cut for Fred LeClair as the State of New Hampshire Mast Road and Birch Roads, map and lots, 032-026 + 27 was submitted for approval.

Motion by Selectman Gauthier to remove the minutes from the Selectmen August 28, 2023, meeting. Seconded by Chairman Trombley. Motion carried 3-0.

Motion by Selectman Gauthier to approve the consent calendar as amended. Seconded by Chairman Trombley. Motion carried 3-0.

FIRE

Emergency Management Performance Grant for the community's Local Emergency Operations Plan was submitted for approval.

BOS September 5, 2023



Motion by Chairman Trombley to accept the terms of the Emergency Management Performance Grant as presented in the amount of \$4,500.00 for the Town of Epping's Local Emergency Operations Plan Update, acknowledging that the total cost of this project will be \$9,000.00, in which the town will be responsible for half. Seconded by Selectman Gauthier. Motion carried 3-0.

Fire Chief Donald DeAngelis said he will be creating a monthly brief for the Board of Selectmen.

TOWN CLERK

Warrant for unlicensed dogs was submitted for approval.

Motion by Selectman Gauthier to approve the warrant for unlicensed dogs. Seconded by Selectman Tibbetts. Motion carried 3-0

ADMINISTRATOR'S REPORT

Town Administrator Jake Roger

Town Administrator Jake Roger reminded residents to sign up for town updates on the town web site. The icon is in the upper right corner and asks for your name and email address. Automatic notices will be emailed in case of town notices or emergencies.

Town Administrator Jake Roger announced the Annual King Bike Challenge will be riding through town on Route 27 and Mast Road on October 21st.

Town Administrator Jake Roger is expecting Paul Gatchell to review the Excavation Agreement this week in his office.

Town Administrator Jake Roger will have bid information at the next meeting for two cruisers.

INDIVIDUAL SELECTMEN REPORTS

Selectman Tom Gauthier

Selectman Gauthier publicized the Highnote Festival at the McPhee farm this Saturday from 2 PM – Dusk. This is a great community/town event to attend. Money raised is for the Adam McPhee Memorial Fund that gives out scholarships and helps local entities.

Selectman Pam Tibbetts

Selectman Tibbett reported the Block Party planning is in the process. The Large Assembly permit will be signed soon. Vendors are needed and details will be announced as they are planned.

Selectman John Cody

Excused

Selectman Bob Jordan

Excused

Chairman Joe Trombley

Chairman Trombley asked if either Selectman would be interested in the Planning Board Alternate position, he can't make the meetings anymore when Selectman Jordan is absent.

Motion by Chairman Trombley to appoint Selectmen Gauthier as Alternate to the Planning Board. Seconded by Selectman Gauthier. Motion carried 3-0.

7:30 APPOINTMENT - Bruce Scammon/new town road

Mr. Scammon was before the Board of Selectmen representing property owner Mike Buxton of Raymond P. Buxton Investments LLC, map and lot 016-037. Mr. Buxton's intent is to purchase a property off of Route 125 map and lot 016-036-003 and build a driveway to his abutting property. Both properties will abut a Class VI road Old Stagecoach Road. As of now, Mr. Buxton has an excavation business on map and lot 016-037 but in the future may have other plans for the property. That is the reason he would like to build a driveway on the new property to town specifications in case it may become a town road in the future. His excavation business would be able to access the commercial property on Route 125 without traveling through residential property onto Fogg Road. Conversation regarding the crossing the Class VI road, temporary access and road closure continued. Road Supervisor David Reinhold advised giving Mr. Buxton road access to Old Stagecoach Road to Fogg Road as he believes residential roads are not allowed to enter onto Route 125. It was the consensus of the Board of Selectmen this issue needs to be heard by the Planning Board.

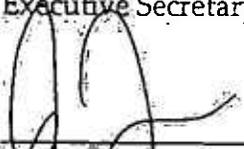
ADJOURN

Motion by Selectman Gauthier to adjourn the meeting. Seconded by Selectman Tibbetts.
Motion carried 3-0.

Meeting adjourned at 8:00 PM.

Respectfully Submitted:

Joyce Blanchard
Executive Secretary



Joe Trembley, Chairman

Tom Gauthier, Vice-Chairman

Pam Tibbetts, Selectman

Dated: August 28, 2023

Selectmen Jordan and Cody was excused



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.

<i>Participating Member:</i> Primex3 Members as per attached Schedule of Members Property & Liability Program		<i>Member Number:</i>		<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
X	Type of Coverage	Effective Date: (mm/dd/yyyy)	Expiration Date: (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not:	
	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2023	7/1/2024	Each Occurrence	\$ 2,000,000
				General Aggregate	\$ 10,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
	Workers' Compensation & Employers' Liability			Statutory	
				Each Accident	
				Disease - Each Employee	
				Disease - Policy Limit	
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
State of NH Dept of Safety 33 Hazen Dr. Concord, NH 03305			By: <i>Mary Beth Purcell</i>
			Date: 7/6/2023 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

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

Name	Member Number	Effective Date
Town of Albany	101	7/1/2023
Town of Alexandria	102	7/1/2023
Town of Alstead	104	7/1/2023
Town of Amherst	106	7/1/2023
Town of Andover	107	7/1/2023
Town of Antrim	108	7/1/2023
Town of Auburn	111	7/1/2023
Town of Barnstead	112	7/1/2023
Town of Barrington	113	7/1/2023
Town of Bartlett	114	7/1/2023
Town of Bath	115	7/1/2023
Town of Belmont	117	7/1/2023
Town of Bennington	118	7/1/2023
City of Berlin	120	7/1/2023
Town of Benton	121	7/1/2023
Town of Bow	123	7/1/2023
Town of Bradford	124	7/1/2023
Town of Brookfield	128	7/1/2023
Town of Campton	130	7/1/2023
Town of Canaan	131	7/1/2023
Town of Carroll	134	7/1/2023
Town of Charlestown	136	7/1/2023
Town of Chatham	137	7/1/2023
Town of Chester	138	7/1/2023
Town of Clarksville	142	7/1/2023
Town of Colebrook	143	7/1/2023
Town of Columbia	144	7/1/2023
City of Concord	145	7/1/2023
Town of Cornish	147	7/1/2023
Town of Dalton	149	7/1/2023
Town of Danbury	150	7/1/2023
Town of Deering	153	7/1/2023
Town of Derry	154	7/1/2023
Town of Dorchester	155	7/1/2023
City of Dover	156	7/1/2023
Town of Durham	160	7/1/2023
Town of Eaton	163	7/1/2023
Town of Enfield	166	7/1/2023
Town of Epping	167	7/1/2023
Town of Errol	169	7/1/2023
Town of Farmington	171	7/1/2023
Town of Fitzwilliam	172	7/1/2023
Town of Gilsum	180	7/1/2023
Town of Gorham	182	7/1/2023
Town of Goshen	183	7/1/2023
Town of Grafton	184	7/1/2023
Town of Grantham	185	7/1/2023



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 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	<input checked="" type="checkbox"/> Statutory	\$2,000,000		
			Each Accident		\$2,000,000	
			Disease - Each Employee			
			Disease - Policy Limit			
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)			
Description: Proof of Primex Member coverage only.						

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
State of NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			By: <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 - WC with Jan Renewal**

Name	Member Number	Effective Date
Bay Sewage District	558	1/1/2023
BCEP Solid Waste	510	1/1/2023
Belknap County	607	1/1/2023
Berlin Housing Authority	527	1/1/2023
Bethlehem Village District	568	1/1/2023
Campton Village Precinct	565	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
City of Keene	210	1/1/2023
City of Laconia	213	1/1/2023
Claremont Housing Authority	528	1/1/2023
Clarksville School District	816	1/1/2023
Colebrook Fire Precinct	577	1/1/2023
Colebrook School District	709	1/1/2023
Columbia School District	818	1/1/2023
Concord Housing Authority	522	1/1/2023
Conway Village Fire District	526	1/1/2023
Coos County	602	1/1/2023
Derry Housing and Redevelopment Authority	530	1/1/2023
Dover Housing Authority	551	1/1/2023
Emerald Lake Village District	535	1/1/2023
Exeter Housing Authority	503	1/1/2023
Goffstown School District	720	1/1/2023
Goffstown Village Water Precinct	553	1/1/2023
Governor Wentworth Regional School District	721	1/1/2023
Greenville Estates Village District	556	1/1/2023
Hillsborough County	608	1/1/2023
Hopkinton Village Precinct	554	1/1/2023
Kearsarge Lighting Precinct	464	1/1/2023
Keene Housing	504	1/1/2023
Laconia Housing Authority	555	1/1/2023
Lakes Region Mutual Fire Aid	529	1/1/2023
Lamprey Regional Solid Waste	505	1/1/2023
Lebanon Housing Authority	523	1/1/2023
Littleton Water & Light	524	1/1/2023
Lower Beech Pond Village District	463	1/1/2023
Manchester Housing and Redevelopment Authority	520	1/1/2023
Manchester Transit Authority	506	1/1/2023
Merrimack County	604	1/1/2023
Merrimack Village District	561	1/1/2023
Milford Area Communications Center	545	1/1/2023
Mountain Lakes District	534	1/1/2023
Nashua Housing and Redevelopment Authority	549	1/1/2023
New Boston School District	740	1/1/2023
New London/Springfield Water	539	1/1/2023
Newfields Water & Sewer	560	1/1/2023
North Conway Water Precinct	557	1/1/2023
North Haverhill Precinct	508	1/1/2023
Pembroke Water Works	532	1/1/2023
Penacook Rescue Squad	531	1/1/2023
Penacook-Boscawen Water Precinct	548	1/1/2023
Pillsbury Lake Village District	540	1/1/2023
Pittsburg School District	823	1/1/2023
Plainfield Village Water District	571	1/1/2023
Plymouth Village Water & Sewer District	559	1/1/2023

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 Allentown	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

Town of Dunbarton	159	1/1/2023
Town of Durham	160	1/1/2023
Town of East Kingston	161	1/1/2023
Town of Easton	162	1/1/2023
Town of Eaton	163	1/1/2023
Town of Effingham	164	1/1/2023
Town of Ellsworth	165	1/1/2023
Town of Epping	167	1/1/2023
Town of Epsom	168	1/1/2023
Town of Errol	169	1/1/2023
Town of Exeter	170	1/1/2023
Town of Farmington	171	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
Town of Gilford	178	1/1/2023
Town of Gilmanton	179	1/1/2023
Town of Gilsum	180	1/1/2023
Town of Goffstown	181	1/1/2023
Town of Gorham	182	1/1/2023
Town of Goshen	183	1/1/2023
Town of Grafton	184	1/1/2023
Town of Greenfield	186	1/1/2023
Town of Greenville	188	1/1/2023
Town of Groton	189	1/1/2023
Town of Hampstead	190	1/1/2023
Town of Hampton Falls	192	1/1/2023
Town of Hancock	193	1/1/2023
Town of Harrisville	195	1/1/2023
Town of Henniker	198	1/1/2023
Town of Hill	199	1/1/2023
Town of Hillsborough	200	1/1/2023
Town of Hollis	203	1/1/2023
Town of Hopkinton	205	1/1/2023
Town of Jackson	207	1/1/2023
Town of Jaffrey	208	1/1/2023
Town of Jefferson	209	1/1/2023
Town of Kensington	211	1/1/2023
Town of Kingston	212	1/1/2023
Town of Lancaster	214	1/1/2023
Town of Langdon	216	1/1/2023
Town of Lempster	219	1/1/2023
Town of Lincoln	220	1/1/2023
Town of Litchfield	222	1/1/2023
Town of Littleton	223	1/1/2023
Town of Loudon	225	1/1/2023
Town of Lyman	226	1/1/2023
Town of Lyndeborough	228	1/1/2023
Town of Madbury	229	1/1/2023
Town of Madison	230	1/1/2023
Town of Marlborough	232	1/1/2023
Town of Mason	234	1/1/2023
Town of Meredith	235	1/1/2023
Town of Middleton	237	1/1/2023
Town of Milan	238	1/1/2023
Town of Milford	239	1/1/2023
Town of Milton	240	1/1/2023
Town of Monroe	241	1/1/2023
Town of Mont Vernon	242	1/1/2023
Town of Moultonborough	243	1/1/2023

Town of Nelson	244	1/1/2023
Town of New Boston	246	1/1/2023
Town of New Ipswich	253	1/1/2023
Town of Newfields	250	1/1/2023
Town of Newington	252	1/1/2023
Town of Newport	256	1/1/2023
Town of Newton	257	1/1/2023
Town of Northfield	258	1/1/2023
Town of Northumberland	260	1/1/2023
Town of Northwood	261	1/1/2023
Town of Nottingham	262	1/1/2023
Town of Orange	263	1/1/2023
Town of Orford	264	1/1/2023
Town of Ossipee	265	1/1/2023
Town of Pembroke	267	1/1/2023
Town of Pittsburg	270	1/1/2023
Town of Pittsfield	271	1/1/2023
Town of Plainfield	272	1/1/2023
Town of Plaistow	273	1/1/2023
Town of Plymouth	274	1/1/2023
Town of Raymond	277	1/1/2023
Town of Rindge	279	1/1/2023
Town of Rollinsford	281	1/1/2023
Town of Roxbury	282	1/1/2023
Town of Rumney	283	1/1/2023
Town of Rye	284	1/1/2023
Town of Salem	285	1/1/2023
Town of Salisbury	286	1/1/2023
Town of Sanbornton	287	1/1/2023
Town of Sandown	288	1/1/2023
Town of Sandwich	289	1/1/2023
Town of Seabrook	290	1/1/2023
Town of Shelburne	292	1/1/2023
Town of South Hampton	294	1/1/2023
Town of Springfield	295	1/1/2023
Town of Strafford	299	1/1/2023
Town of Stratford	300	1/1/2023
Town of Stratham	301	1/1/2023
Town of Sullivan	303	1/1/2023
Town of Sunapee	304	1/1/2023
Town of Surry	305	1/1/2023
Town of Swanzy	307	1/1/2023
Town of Tamworth	308	1/1/2023
Town of Temple	309	1/1/2023
Town of Thornton	320	1/1/2023
Town of Tilton	311	1/1/2023
Town of Troy	312	1/1/2023
Town of Tuftonboro	313	1/1/2023
Town of Unity	314	1/1/2023
Town of Wakefield	315	1/1/2023
Town of Walpole	316	1/1/2023
Town of Warner	317	1/1/2023
Town of Warren	318	1/1/2023
Town of Washington	319	1/1/2023
Town of Waterville Valley	518	1/1/2023
Town of Weare	321	1/1/2023
Town of Webster	322	1/1/2023
Town of Westmoreland	324	1/1/2023
Town of Whitefield	325	1/1/2023
Town of Wilmot	326	1/1/2023
Town of Wilton	327	1/1/2023

Town of Windham	329	1/1/2023
Town of Windsor	323	1/1/2023
Town of Wolfeboro	331	1/1/2023
Town of Woodstock	332	1/1/2023
Village District of Eidelweiss	502	1/1/2023
Warner Village Water District	513	1/1/2023
Woodsville Fire District	515	1/1/2023
Woodsville Water & Light Department	516	1/1/2023
Community Power Coalition of New Hampshire	470	1/1/2023