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CSG



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

April 2, 2024

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

REQUESTED ACTION

Authorize the New Hampshire Department of Safety, Division of Fire Standards and Training and Emergency Medical Services (FSTEMS), to enter into a grant agreement with the Town of Littleton Fire Department (VC#177427, B003), Littleton, NH in the amount of \$11,450.00 for State Homeland Security Training Grant to municipalities effective upon Governor and Council approval, full contract execution, and grantee funding acceptance upon approval through June 30, 2024. 100% Federal Funds.

Funds are available in the SFY 2024 operating budget as follows:

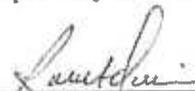
02-23-23-231010-54090000 – Dept of Safety – FSTEMS - HLS Training Grants	<u>SFY 2024</u>
072-500574, Grants to Local Gov't – Federal	\$11,450.00

EXPLANATION

The above grant is awarded to local agencies across NH to attend training programs offered through FSTEMS, which is authorized under the Homeland Security grant. These training programs are designed for first responders to enhance their capabilities in handling hazardous materials, technical rescue, incident command, and EMS in the Warm Zone. These programs provide the participants with the foundational knowledge that is required to perform these skills on all hazardous incidents throughout the State. This grant reimburses local agencies for the cost of personnel salaries and benefits, either to send students to authorized training programs or to backfill personnel so an on-duty member can attend training.

Highway Funds or General Funds will not be used to support this program should Federal Funds become unavailable.

Respectfully submitted,


Robert L. Quinn
Commissioner of Safety

GRANT AGREEMENT

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

I. Identification and Definitions.

1.1. State Agency Name Division of Fire Standards & Training and EMS		1.2. State Agency Address 33 Hazen Drive, Concord, NH 03305	
1.3. Grantee Name Town of Littleton Fire Rescue		1.4. Grantee Address 230 W Main Street, Littleton, NH 03561	
1.5. Grantee Phone # 603-444-2137	1.6. Account Number 02-23-23-54090000-072	1.7. Completion Date 06/30/2024	1.8. Grant Limitation Not to exceed \$11,450.00
1.9. Grant Officer for State Agency Jeffrey Phillips		1.10. State Agency Telephone Number 603-223-4213	
If Grantee is a municipality or village district: "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. Grantee Signature 1 <i>Paul S. Smith</i>		1.12. Name & Title of Grantee Signor 1 Paul S. Smith, Interim Town Manager	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) <i>Amy L. Newbury</i>		1.14. Name & Title of State Agency Signor(s) Amy L. Newbury, Director of Administration	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: <i>Christina W.</i> Assistant Attorney General, On: 4/16/2024			
1.16. Approval by Governor and Council. (if applicable) By: .. On: / /			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Grantee Initials *PSS*
Date *3/13/24*

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE; COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions.

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA; RETENTION OF DATA; ACCESS.

9.1. 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, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date 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, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 Give the Grantee 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 remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies in law or equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") detailing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials P25
Date 3-12-24

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
 15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
 16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.
 17. **INSURANCE.**
 - 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
 - 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates 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.
 18. **WAIVER OF BREACH.** 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.
 19. **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 first above given.
 20. **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 Council of the State of New Hampshire, if required or by the signing State Agency.
 21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
 22. **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.
 23. **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 relating hereto.
 24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Grantee: Initials PJS
Date 3-12-24

**EXHIBIT A
SCOPE OF SERVICES**

The Department of Safety, Division of Fire Standards & Training and Emergency Medical Services (hereinafter referred to as "the State") is awarding the Littleton Fire Department (hereinafter referred to as "the Grantee") not to exceed the amount of \$11,450.00 for the purpose of reimbursing overtime and/or backfill costs for agency first responders to EMS in the Warm Zone Rescue Task Force Concepts. This program is schedule to take place on May 9, 2024, at the Littleton Opera House. This date can be changed as long as it is scheduled prior to June 30, 2024 and mutually agreed upon by both the Division of Fire Standards & Training and EMS and Littleton Fire Department.

The EMS in the Warm Zone Rescue Task Force Concepts course is the final practical portion in the EMS in the Warm Zone series. This program is designed to familiarize the participant with the importance of an integrated EMS, fire, and law enforcement response to an active threat event, thereby ensuring a unified response. This course consists of three practical stations (hemorrhage control, RTF movements, and patient assessment/airway) and a final series of culmination exercises that mimic an active threat event emphasizing the need for appropriate application of learned skills and treatment modalities.

There are 12 full-time career firefighter/EMS providers, 3 part-time firefighter/EMS providers and 10 full-time law enforcement officers that will be attending the program. This grant will cover the over-time and backfill cost for these members to attend the training.

The grantee agrees the allowable cost under this grant for reimbursement costs for above students and courses. Reimbursement is for actual class time only. Travel time and/or mileage are not eligible.

"The Grantee" agrees that the project grant period ends on June 30, 2024. All expenses must be incurred and paid out within 60 days of the end of the program and reimbursement requests submitted using the NH SHSGP Overtime/Backfill forms located at https://www.nh.gov/safety/divisions/fstem/documents/otbf_packet.pdf, requests for reimbursements must be submitted to the Department of Safety, Division of Fire Standards and Training and Emergency Medical Services, within 60 days of the end of the training program.

"The Grantee" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.

EXHIBIT B
GRANT AMOUNT AND METHOD OF PAYMENT

Payment Schedule: "the Grantee" agrees that the total payment by "the State" under this grant agreement shall not exceed the amount of \$11,450.00.

"The State" shall reimburse up to \$11,450.00 to "the Grantee" upon "the State" receiving appropriate documentation of expended funds (i.e: copies of payroll documentation and proof of payment) submitted following the requirements outlined in the Overtime/Back fill packet located at <https://www.nh.gov/safety/divisions/fstems/>.

Grantee Initials PSS
Date 9-18-24

EXHIBIT C
SPECIAL PROVISIONS

"The Grantee" shall maintain financial records, supporting documents, and all other pertinent records for a period of 3 years from the grant period end date.

Grantee Initials PBS
Date 3-12-24

TOWN OF LITTLETON
MONDAY, JANUARY 22, 2024
BOARD OF SELECTMEN MEETING
5:00 PM
LITTLETON COMMUNITY CENTER, HEALD ROOM
120 MAIN STREET, LITTLETON NH 03561
MINUTES

Present: Roger Emerson, Chairman; Linda MacNeil, Vice Chairwoman; Carrie Gendreau, Selectwoman; Jim Gleason, Town Manager; Chief Paul Smith; Chief Chad Miller; Doug Damko, Public Works Director; Det. Sgt. Scott Powers; Officer Justin Barnum; Officer Ben Trapletti; Officer Jordan Bergeron; Vicki Poirer, Administrative Secretary; Zack Dickinson, Zack D. Video; Robert Blechl, Caledonian Record; Angel Larcom, Littleton Courier; Nick Perry, Associated Press; Bill Gendreau; Robert MacNeil; Greg Darling; Lynne Grigelvich, Theatre Up; Sally Sherrard; Helen Nrema; Lilo Rheinstein; Wayne & Weezie Burger; Rick Samson; Christine Lavoie; Kerri Harrington; Jon Stroker; John Garrison; Jeff & Ree Feller; Suzanne McAvoy; Betsy & Chuck Phillips; Chip Stata; Connor MacDonald; Rudy Gelsi; Marie Slack; Mary Polaski; Duane Coule; Amy Mullins; Jill Kimball; Wendy Richardson; Kevin & Barbara Buckley; Erin Toney; Amy Sharpe; Courtney Bowler & James Haskell; a few others that arrived after meeting started and a couple who abstained from giving names.

Emerson opened the meeting at 5:00 pm with the Pledge of Allegiance and Darling followed up with the opening prayer.

Public Hearings:

Fire Department – Backfill/Overtime Grant for Active Shooter Training – Emerson opened this public hearing at 5:01 pm. Chief Miller started by saying this training is for both Police and Fire for active shooter training. This is an annual grant that helps cover fees for holding/attending these simulations in the amount of \$11,450.00. Gleason asked if this grant comes from the NH Department of Safety and Chief Miller confirmed that it does. Gelsi asked Chief Miller to explain the program a little better because he didn't understand. Chief Miller explained the grant money is to reimburse both departments (police & fire) for taking the online and physical training courses in an event of an active shooting. Chief Miller stated that it might not be as likely to have one here but with the way the world seems to be turning, its safer to be prepared. Gelsi thought that the fire department would be getting weapons as well but Chief Miller explained that they will not be, they are for the rapid medical treatment aspects not the use of force aspects. He also clarified that there is no costs or tax impact to the taxpayers. Rheinstein asked if this was one of the outcomes from the training done at LRH. Chief Miller stated it was not an outcome from that. They have had this training scheduled for forever but was originally cancelled due to COVID, then a change in the program and a couple other reasons. MacNeil made the motion to accept and expend up to \$11,450.00 from the State of NH Department of Safety for the purposes to cover police and fire personnel costs for attending the state sponsored active shooter training and authorize the Town Manager, Finance Director and Fire Chief to sign all documents related to the project. Gendreau seconded the motion. All agreed. Motion passed 3-0. MacNeil made the motion to close this public hearing. Gendreau seconded the motion. All agreed. Motion passed 3-0. Hearing closed at 5:23 pm.

Approval of the Meeting Minutes:

Administrative – 1/5/2024 - BOS Work Session - MacNeil made the motion to accept the minutes. Gendreau seconded the motion. All agreed. Motion passed 3-0.

Administrative – 1/8/2024 - BOS Meeting – MacNeil made the motion to accept the minutes. Gendreau seconded the motion. All agreed. Motion passed 3-0

Administrative – 1/9/2024 - BOS Work Session – MacNeil made the motion to accept the minutes. Gendreau seconded the motion. All agreed. Motion passed 3-0

Administrative – 1/12/2024 – BOS Work Session – MacNeil made the motion to accept the minutes. Gendreau seconded the motion. All agreed. Motion passed 3-0

Administrative – 1/12/2024 – BOS Non-Public Meeting – MacNeil made the motion to accept the minutes. Gendreau seconded the motion. All agreed. Motion passed 3-0

Administrative – 1/16/2024 – Bond/Budget Hearing – MacNeil made the motion to accept the minutes. Gendreau seconded the motion. All agreed. Motion passed 3-0

Administrative – 1/17/2024 – BOS Work Session – Emerson made the motion to accept the minutes. MacNeil seconded the motion. All agreed. Motion passed 3-0

Town Manager Updates:

Administrative – Removal of Article #4, Article #5 and Article #6 from the Warrant Article Draft – Gleason started by letting the Board know that there were 3 articles on the warrant (over \$100,000) that should have had public hearings held at the Bond/Budget Hearing that didn't take place. To start was article #4 originally read "Article #4 - Authorized Borrowing" – Ambulance – To see if the Town will vote to raise and appropriate the sum of \$300,000 (three hundred thousand dollars) for the purchase of an ambulance, and to authorize the issuance of not more \$300,000 (three hundred thousand dollars) of bonds or notes in accordance with the provisions of the Municipal Finance Act (RSA 33) and to authorize Selectmen to issue, negotiate, sell and deliver such bonds or notes and to determine the rate of interest thereon and the maturity and other terms thereof, and further to

authorize the Selectmen to take any other action or to pass any other vote relative thereto." Gleason stated that this warrant could be salvaged to stay on the ballot with some word changes. He read the new wording as "Article 4 – Ambulance 5 Year Lease-Purchase Agreement with Escape Clause – To see if the Town will vote to authorize the Board of Selectmen to enter into a 5-year lease-purchase agreement in the amount of \$300,000 (three hundred thousand dollars) for the purpose of lease-purchasing an ambulance with the first payment beginning in FY2025. This lease-purchase agreement contains an escape clause." MacNeil made the motion to accept the amended wording for Article 4 and to present it at the Deliberative Session. Gendreau seconded the motion. All agreed. Motion passed 3-0.

Regarding Article 5, Gleason read the article "Article 5 – Public Works – Borrowing for Sewer/WWTP Septage Receiving Improvements – To see if the Town will vote to raise and appropriate the sum of \$500,000 (five hundred thousand dollars) for the Public Works Department to make septage receiving improvements at the wastewater treatment plant, and to authorize the issuance of not more than \$500,000 (five hundred thousand dollars) of bonds or notes in accordance with the provisions of the Municipal Finance Act (RSA 33) and to authorize Selectmen to issue, negotiate, sell and deliver such bonds or notes and to determine the rate of interest thereon and the maturity and other terms thereof, and to authorize the Selectmen to apply for, obtain, and accept federal, state or other aid, if any, which may be available for said project, WITH THE AMOUNT OF SUCH BONDS OR NOTES TO BE REDUCED BY ANY GRANT, AID OR OTHER FUNDING RECEIVED FOR THE PROJECT, and to comply with all laws applicable to said project, and further to authorize the Selectmen to take any other action or pass any other vote relative thereto." After reading the article Gleason explained this article was to gather funds to allow for more repairs be done at the WWTP so it can once again accept outside sludge. He then explained again that this article was for over \$100,00 and should have had a public hearing held at the Bond/Budget Hearing and it did not take place. Gleason explained to the BOS that in light of this that it would have to be removed from the ballot but there are two options to resolve it. First option is to hold a special town meeting later in the year to address them or second was to re-add it to the ballot in 2025. MacNeil made the motion to withdraw Article 5 from the 2024 Ballot. Gendreau seconded the motion. All agreed, Motion passed 3-0.

Regarding Article 6 – Gleason read this one as well as "Article 6 – Rescind Borrowing Authorization – Sewer Storm Water Roadway and Street Project Sub Area-2 – To see if the Town will vote to rescind the authorization to borrow \$6,322,300 (six million three hundred twenty two thousand three hundred dollars) previously approved on the 3/12/2019 ballot under article 2 for the purpose of Sub Area-2 repair and replacement of the sewer lines and storm water collection system, because the project was cancelled in 2021" Gleason explained that this article would not have any financial impact to the taxpayers because it was to rescind monies for a project that was never started but because it was over the \$100,000 limit that it also required a public hearing to be held. This article has the same two options as article 5 available for rectifying it. MacNeil made the motion to withdraw article 6 from the 2024 ballot. Gendreau seconded the motion. All agreed. Motion passed 3-0.

Now Business:

Fire Department – NorthPac Fire Mutual Aid – Chief Miller explained that Town of Littleton has always been part of the NorthPac Fire Mutual Aid and Twin State Fire Mutual Aid districts. They require an annual fee; however, he has not received the paperwork for Twin State yet but he wanted to save time and have the motion on the record for when it does come. He believes the fees are \$250 and \$500. Mutual Aid allows for Towns to assist one another when it is required. Chief stated that Littleton is a high-risk town because of its industrial park. It is good to know they are supported to receive extra help if needed in the event an industrial fire was to break out. Emerson asked how far Littleton has travelled to support other Towns. Chief Miller stated they have travelled to Lyndonville to assist them and they travelled to Pittsburg to assist with coverage when they had a firefighter die. Gendreau asked if it was based on a calendar year or not. Chief stated that he believed that it is and Gleason asked Chief to confirm the dates and to let the BOS know. Chief Miller confirmed that he would do that. MacNeil made the motion to authorize Littleton Fire Rescue to aid another city, town, village or fire district as listed in RSA 154:24 for the purposes of renew membership with the NorthPac Fire Mutual and Twin State Fire Mutual Aid districts established under RSA 154:30. Gendreau seconded the motion. All agreed. Motion passed 3-0.

Police Department – Permanent installation of a traffic control device (no left-hand turn) – Chief Smith explained that there was a sign reading "no left turn" that had been put up as a temporary device to stop traffic from making left turns out of the Lakeway Elementary School's drop off lane which is known as "the Loop." He explained that traffic pulling left out of the loop has to cross three lanes of traffic and has caused accidents. The sign has considerably reduced the number of accidents and he is asking the Board to make it a permanent sign fixture. The sign would be in effect between the hours of 7:00-8:00am and between 2:00-3:00pm. MacNeil made the motion per authority of NH RSA 41:8 and 41:11; the Board of Selectmen vote to authorize the permanent traffic control regulation restricting motor vehicle traffic from turning left when exiting the pick-up/drop-off access road at Lakeway Elementary School commonly known as the "Loop" during the hours of 7:00am-8:00am and 2:00pm-3:00pm effective immediately. Gendreau seconded the motion. All agreed. Motion passed 3-0.

Administrative – Update on General Fund Budget for December 2023 – Gleason gave the estimated overall review of the general fund budget as of December 31, 2023. He did say that it may fluctuate a little bit as the last of the 2023 bills, audit, etc. come in but as of right now the budget is coming in at 4.50% under budget. The return to the taxpayers is \$440,737, the reserves (if warrant articles pass) will be \$1,604,517 (5.45% and the DRA minimum is 5%). These added together gives the Town an estimated safety reserves fund of \$2,045,254. In 2021, when Gleason arrived, this amount was less than \$300,000. He briefly went over the lines items that were over budget (and the reasons why they were) as the same ones he has discussed throughout the year, which are: financial administration, real property appraisal, legal, street lighting and welfare. Gleason finished up his budget update by giving kudos to Chief Miller, Chief Smith and Daniko for their overall budgets coming in under their original budgets. (Fire 9.4%, Police 4.30%, Public Works 5.6%, Highway 11.4%). Gleason stated that this was his last budget report but wanted the Board to know that he is proud of the 87 dedicated public servants that work hard for Littleton and all they do to help keep it running efficiently. He then finished up by thanking each of the Board members individually and then he addressed the BOS and the community as one collectively.

Board of Selectmen Topics:

Emerson asked about the status of the Health Officer and Zoning Officer's positions. Potter reminded them that they had previously decided to review each of the job descriptions to see if any updates needed to be made. Chief Miller said that it would be good to review the Health Officer description before filling the vacancy permanently but until then both he and his Deputy Fire Chief are more than willing to step in to help out. It was mutually agreed upon that they would schedule a work session to go over both sets of job descriptions.

MacNeil asked Damko if there had been any progress on the ordinance policy for the disposing of town property. Damko stated he has included the proposed wording but the Board wanted more time to review it. He is waiting for them to decide, then he can schedule the public hearing for it.

MacNeil asked about possibly using MRI to place an interim Town Manager until a permanent replacement is found. Emerson said he has the contact numbers and will be calling to make some inquiries. Gleason recommended that they place Chief Smith in the position as a temporary interim until either another interim or a permanent town manager is found. The Board decided to bring this topic to their next work session as well once Emerson reaches out to MRI and NHMA.

Public Comment: (Those in attendance will have the opportunity for public comment of three (3) minutes or less)

During public comments five residents spoke on topics covering the Town Managers position, the homeless situations, the proposed no overnight camping on town properties and a goodbye to Gleason.

MacNeil made the motion to adjourn the meeting. Gendreau seconded the motion. All agreed. Motion passed 3-0. Meeting closed at 6:02 pm.



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: Town of Littleton 125 Main Street Suite 200 Littleton, NH 03561-4018		Member Number: 223	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716		
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	7/1/2023	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: Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> Statutory	
				Each Accident	\$2,000,000
				Disease - Each Employee	\$2,000,000
				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	Primex ³ - NH Public Risk Management Exchange
State of NH - Department of Safety 33 Hazen Drive Concord, NH 03305			By: <i>Mary Beth Purcell</i>
			Date: 3/20/2024 mpurcell@nhprimex.org
			Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax