New Hampshire
Department of Agriculture, Markets & Food

Shawn N. Jasper, Commissioner

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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 State Conservation Committee (SCC) to enter into a grant with Town of Lancaster Conservation Commission, Lancaster, NH, Vendor Code 177421, in the amount of $30,000.00 for the *Lancaster Elementary School Floodplain Restoration* project in the Town of Lancaster, Coos County, effective upon Governor and Council approval for the period of July 1, 2024 through April 30, 2026. 100% Other Funds.

Funding is available in Fiscal Year 2025 in account, Soil Conservation, as follows:

02-18-18-184510-28600000 SOIL CONSERVATION

OBJECT CLASS	ACCOUNT	FY2025	TOTAL
073-500581	Grants – State	$30,000.00	$30,000.00

EXPLANATION

The State Conservation Committee (SCC) in fulfillment of its responsibilities under the Conservation Number Plate grant program, RSA 261:97-c III(a), wishes to provide grant funds to Town of Lancaster Conservation Commission to perform certain tasks as enumerated in Exhibit B for the purposes of improving water quality and habitat by implementing river and wetland restoration on the Lancaster Elementary School property along the Connecticut River.

The SCC is confident that the grantee possesses the necessary staff and resources to effectively carry out the duties imposed by this grant.

Respectfully submitted,

Shawn N. Jasper
Commissioner

Office of Commissioner 25 Capitol Street PO Box 2042 Concord, NH 03302-2042
www.agriculture.nh.gov/divisions (603) 271-3551 Fax: (603) 271-1109
TDD Access: Relay NH 1-800-735-2964

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name State Conservation Committee		**1.2. State Agency Address** P.O. Box 2042 Concord, NH 03302	
1.3. Grantee Name Town of Lancaster Conservation Commission		**1.4. Grantee Address** 25 Main Street, Lancaster, NH 03584	
1.5 Grantee Phone # 573-826-1778	**1.6. Account Number** 28600000-500581	**1.7. Completion Date** 4/30/2026	**1.8. Grant Limitation** $ 30,000.00
1.9. Grant Officer for State Agency Deirdre Brickner-Wood		**1.10. State Agency Telephone Number** (603) 271-3551	
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		**1.12. Name & Title of Grantee Signor 1** Ben Gaetjens-Oleson, 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) Shawn N Jasper		**1.14. Name & Title of State Agency Signor(s)** Shawn N. Jasper, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) **By:** Sheri Phillips **Assistant Attorney General, On:** 3 /22/2024			
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").

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 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 OR 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 at law or in 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") describing 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

Initials BCC
Date 2/22/24

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 intend 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.

Initials BC
Date 2/22/24

Exhibit A
Special Provisions

There are no modifications, deletions or additions to the General Provision of this form.

Exhibit B
Scope of Services

The Town of Lancaster Conservation Commission shall perform the following tasks as described below and detailed in the proposal titled *Lancaster Elementary School Floodplain Restoration* in the Town of Lancaster, Coos County, NH, dated September 15, 2023:

Task 1. Complete tree plantings on the Connecticut River banks on the Lancaster Elementary School property. The SCC funds will complete totaling approximately 3 acres, more or less, of plantings. Provide documentation of costs, and planting plan and planting completion.

Task 2. Complete invasive species removal from the Property. Provide documentation of costs and invasive removal completion, and an invasive species management plan.

Task 3 Complete final site restoration design and project outreach and close-out:

a. Complete the final design and permitting for floodplain wetland restoration. Provide documentation of costs and demonstration of design completion and permit submittal.
b. Provide the following for project outreach and close-out:
   i. Implement outreach and public awareness program, provide documentation of relevant publications. All outreach materials produced for public distribution shall include the NH State Conservation Committee Moose Plate logo and acknowledgment the project was funded by the NH State Conservation Committee Conservation Moose Plate Grant Program.
   ii. Provide at least one project photograph for NH State Conservation Committee use, with photo authorization form.
   iii. Install and display, as appropriate to the project, the NH State Conservation Committee Moose Plate sign, provided by the NH State Conservation Committee. Provide a dated photograph of displayed sign.
   iv. Submit final report and associated documents, as provided and instructed by the NH State Conservation Committee.

Subcontract Provision
The Grantee may subcontract the services described in the Tasks to entities that are qualified and appropriately licensed to conduct such activities.

Exhibit C
Contract Price and Method of Payment

The NH State Conservation Committee shall pay to the Grantee the total reimbursable program costs not to exceed the grant limitation (section 1.8) in accordance with the following requirements:

The invoice form shall be accompanied by proper supporting documentation based upon project costs. The Grantee will maintain adequate documentation to substantiate all project related costs. All work shall be performed to the satisfaction of the NH State Conservation Committee before payment is made. Payment shall be made in accordance with the following schedule based upon completion of specific tasks described in Exhibit B:

Upon Completion and SCC approval of Task 1	$23,000.00
Upon Completion and SCC approval of Task 2	$ 4,000.00
Upon Completion and SCC approval of Task 3	$ 3,000.00
Total	$30,000.00

Changes to the Scope of Services require NH State Conservation Committee approval in advance. All work must be completed prior to the completion date (section 1.7) in this Grant Agreement to be eligible for reimbursement.

Grantee Initials MCG
Date 2/22/24

TOWN OF LANCASTER - *New Hampshire*

"The Friendly Town in the Friendly State"

03584

Town Offices
25 Main St.
Telephone (603) 788-3391
Fax 788-2114
www.lancasternh.org

I, **Charity Baker**, hereby certify that I am duly elected **Town Clerk of the Town of Lancaster**. I hereby certify the following is a true copy of a vote taken at a meeting of the **Lancaster Selectboard**, duly called and held on February 20, 2024, at which a quorum of the Selectboard members were present and voting.

> VOTED: That, **Town Manager Benjamin S. Gaetjens-Oleson**, is duly authorized to enter into contracts or agreements on behalf of the Town of Lancaster with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATE: **March 11, 2024**

ATTEST: **Charity Baker, Town Clerk**

Charity Baker

MINUTES

SELECTMEN'S MEETING **February 20, 2024**
TOWN HALL **6:30 PM**

ATTENDEES:

Select board members: Leon Rideout, Shane Beattie, Kathy-Jean Lavoie
Others in Attendance: Town Manager Benjamin Gaetjens-Oleson, Charity Baker, Michael Nadeau, Department Heads, Members of the Public, Phlume Media

The meeting was called to order at 6:30 p.m. by Selectman Leon Rideout

PLEDGE OF ALLEGIANCE

DEPARTMENT HEAD UPDATES:

Fire Chief Randy Flynn reported they responded to 125 transfer and 77 911 calls in January and in January 2023 they responded to 93 transfers and 51 911 calls. The fire department responded to half dozen calls. The radio was installed in the new ambulance and it needs to be stocked with all the supplies and equipment and then it will need to be inspected by the State.

Randy mentioned often times the fire department is called out for mutual aid when other towns didn't even respond and he feels in those instances they are responding as a primary department and not for mutual aid. Ben would like the board to keep on their radar the possibility that a letter may need to be sent to the other communities' boards to discuss the situation.

Police Chief Jon Woodworth reported they responded to 439 calls for service and of those there were 126 motor vehicle stops, 22 arrests and 7 motor vehicle accidents. Wednesday, February 21st is the next coffee with a cop at McDonalds.

Kathy-Jean asked if everyone is on board with the Stebbins Hill addressing situation and if there is an ETA when it will all be put in force. Ben mentioned he is going to get a list of addresses that need to be provided to Grafton County dispatch and he also spoke with Highway Foreman Tim Brown about adding signage at the top of Buffalo Road to identify which addresses are in which direction.

Librarian Barbara Robarts reported a bus is coming from the elementary school every day after school. The LED bulbs are being changed out and should be done in the next month or so. The better part of the cost of the bulbs is being paid for by Eversource as part of their grant program.

Recreation Direction Eli Vincent was unable to attend as he was at a program he is obligated to. Ben reported on his behalf that their youth basketball is wrapping up and they are gearing up for the father/daughter and mother/son dances.

APPOINTMENTS: Erica & Ryan Canales regarding assessment review

Erica asked if the board was happy with the responses they provided to their questions from the last meeting.

Leon mentioned he was not able to find much on what classifies a bedroom in the State of NH. He did mention he looked up the original listing and it did state that there was a possible 3rd

bedroom. Erica stated it was listed in the notes it was not listed as an actual bedroom. She shared what she found in her research of what constitutes a bedroom.

Kathy-Jean thanked them for all the information and wanted to summarize, she believes they are asking for 2 things. The first thing is they are asking the board to override a process that everyone else goes through which is to go to the assessor and he then makes a recommendation to the board and they then make a decision and the seconded thing is they are asking the board to make a decision on what constitutes a bedroom when there is an absence of a definition in the State. Kathy-Jean stated she is uncomfortable making either of those decisions.

It is Kathy-Jean's understanding the assessor was going to take all the information provided to him so far and wait until March 1st in case the Canales' wanted to provide any further information, review it and then make a recommendation. Leon stated he would like to wait until they get a recommendation from Jason, the assessor.

Erica is concerned they are going to be ignored. Shane reassured her that they are not going to be ignored and encouraged them to allow the assessor to go to their home and collect his data. She stated they are coming to board because the assessor has screwed up since the beginning and it should be corrected.

Shane mentioned he has run into assessing issues in the past and ended up going to Concord and he feels that may be where they may have to go.

PUBLIC HEARING: Acceptance of Unanticipated Monies over $10,000.00 – To accept a State of NH Conservation "Moose Plate" grant in the amount of $30,000.00 to assist in the funding of the Lancaster Elementary School Floodplain Restoration Project along the Connecticut River.

Leon opened the hearing to the public for comment. Ben mentioned the Conservation Commission also has two other applications for funding they are waiting responses for. There were no questions or comments from the public.

Motion made by Kathy-Jean and seconded by Shane to accept the unanticipated monies from the State of NH Conservation "Moose Plate" grant in the amount of $30,000.00 and to authorize Town Manager Benjamin Gaetjens-Oleson to sign any and all paperwork pertaining to the grant. All in favor. Motion carried.

REVIEW OF MINUTES: February 5, 2024

Motion made by Kathy-Jean and seconded by Shane to accept the February 5, 2024 meeting minutes. All in favor. Motion carried.

SIGN VARIOUS PAPERWORK:

Ambulance contracts for Guildhall, Jefferson, and Lunenburg – Kathy-Jean asked Randy if it was possible to generate a report of uncollected receivables for 2023 for each of the communities and Randy stated it was possible and would get that information.

It was mentioned the last time they increased rates it was on a staggered schedule over 3 years with one year off which is 2024. The board will discuss possible increases again next year.

Motion made by Shane and seconded by Kathy-Jean to accept the contracts for ambulance service to Guildhall, Jefferson, and Lunenburg. All in favor. Motion carried.

Non mutual aid contract for Guildhall – Randy mentioned the contract should be reviewed next year and it is billed as a flat rate.

Randy mentioned the fire department is allowed to charge for services if they respond to a call in Guildhall. The $4,000.00 is a flat fee to guarantee response.

Motion made by Shane and seconded by Kathy-Jean to accept a non-mutual aid contract for fire services to Guildhall, VT. All in favor. Motion carried.

NEW BUSINESS:

Colonel Town Players entryway work – Ben mentioned it is the 50th anniversary of the Colonel Town Players and they would like to display some of their framed play bills and other items in the front lobby. He also mentioned the board may want to look into applying for some joint funding to do some renovations of the lobby area. Kathy-Jean asked if the display was going to be temporary for their 50th year or permanent. Ben mentioned they are thinking it will be more permanent. Leon mentioned they need to be aware the town is not responsible for any missing or damaged property and a memorandum should be created. The board was in favor of the Players having a display in the lobby as long as a memorandum of understanding is signed.

Narcan in the town office – Ben mentioned a public health agency in the area asked if the town office could be a place where Narcan can be picked up if someone needed it. Police Chief Woodworth mentioned he doesn't feel that people will come to the town office looking for it. Safety Committee chair Robin Irving remembers having a discussion at a safety committee meeting whether to have a Narcan dispenser in the office. She mentioned they were going to discuss and bring recommendations to the board however it didn't move forward. Fire Chief Flynn mentioned the ambulance has a leave behind program and if they respond to a call, they leave a kit. Leon mentioned maybe it would be better to see if businesses in the community would participate where it can be more readily available in those types of situations. Ben mentioned if the board feels it is a better plan for them to get it out to the businesses in the community, then he will make that recommendation to the health agency and they can make those connections.

Energy Committee resignations – Lee Ann Potter and David Fuller have submitted resignations from the Energy Committee which will leave Teri Anderson, Rob Christie and Select board representative Ben Gaetjens-Oleson. Ben also mentioned that the board also appointed Lee Ann as the CPCNH town representative and she has not resigned from that. Kathy-Jean asked if CPCNH is aware she has resigned from the Energy committee and Ben stated he is not certain those things are necessarily linked. There was much discussion as to whether or not Lee Ann needs to be on the committee in order to serve as the town's representative to CPCNH.

Shane asked Lee Ann if she wanted to reconsider being a member of the committee. Kathy-Jean asked if she would be comfortable rejoining the committee where she mentioned feeling bullied in her resignation letter. Lee Ann explained at the last meeting it they were told as a committee that they

could only apply power aggregation to residential customers which is not in accordance with the RSA. She stated RSA 53-E specifically states that they cannot discriminate against any class of rate payer, and she does not want to be put in a position where she is being instructed to do something that was not allowed by the RSAs.

Lee Ann rescinded her resignation from the Energy committee and the board agreed with her decision. She will continue as an Energy committee member.

Kathy-Jean reviewed the motion at the November 6, 2023 meeting and it did not include granting Lee Ann the power to sign on behalf of the Select board. Rob Christie mentioned it may be something they want to consider. Lee Ann mentioned even if something needs to be signed, she will bring it to the board first anyway. Lee Ann did explain that sometimes there are some real time decisions that need to be made. Ben mentioned that everything so far that has been sent and signed by Lee Ann has been approved by the Select board.

Lee Ann mentioned the plan is at the PUC and there is no requirement for the Select board to review that plan before it goes to the PUC, it only needs to be created by the energy committee. The energy committee went the extra step and had the Select board formally approve it before it went to the PUC.

Rob urges that a better communication system between the board and the committee be resolved and also the membership issue be addressed.

Kathy-Jean asked if the letter in the board's packet dated January 23rd went to the PUC. (attached) Ben stated it did not. Lee Ann mentioned the letter had to be on Town letterhead with her signature. She mentioned Ben stated he was uncomfortable signing it and she was not. Rob asked if that was the letter to the PUC responding to Rachel Stuart's letter and Lee Ann stated it was.

The board discussed David Fuller's resignation letter. Kathy-Jean spoke with David at a past energy committee meeting and he mentioned then that he was not giving the time he felt was necessary and felt he should resign. Shane also spoke to him in the past week and David expressed the same.

Motion made by Shane and seconded by Kathy-Jean to accept David Fuller's resignation from the Energy committee. All in favor. Motion carried.

Leon would like a letter be sent to Dave thanking him for his service.

Planning board resignations – Lee Ann Potter & Ericka Canales. Both were present at the meeting. The board asked if either would like to reconsider and both declined.

Motion made by Shane and seconded by Kathy-Jean to accept Ericka Canales' resignation from the Planning board. All in favor. Motion carried.

Motion made by Shane and seconded by Kathy-Jean to accept Lee Ann Potter's resignation from the Planning board. All in favor. Motion carried.

Town Manager resignation – Ben submitted letter of resignation effective March 29, 2024.

Motion made by Shane and seconded Kathy-Jean to accept Benjamin Gaetjens-Oleson's resignation as Town Manager and Emergency Management Director effective March 29, 2024. All in favor. Motion carried.

Rob asked if Ben will continue as the representative to the several other organizations he has been appointed. Ben mentioned he is working with the board to see what they would like to do moving forward.

OLD BUSINESS:

Troy Merner 2nd request letter – Ben mentioned he recommends the board sign the 2nd request letter and Shane asked that it state in the letter that any response back should be sent to Board Chair Leon Rideout directly.

Power Aggregation warrant article – There has been discussion that the Community Power Aggregation warrant article was not passed along to the board as it was not included in the warrant that was presented at the public budget hearing. The energy committee would like the board to consider adding the Power Aggregation article to the warrant for town meeting. Leon asked if the committee is ready to present it to the voters. Energy committee vice chair Teri Anderson explained all the work that has been done. The PUC has submitted it which is a good sign that it will pass. The committee is confident the plan will be approved. The changes recommended by the Select board will be made and if the town approves it then it's just a matter of submitting the updates. She mentioned the committee has worked all this time creating it and believes they are ready.

Motion made by Shane and seconded by Kathy-Jean to accept the power aggregation article and for it to be added to the warrant for town meeting. All in favor. Motion carried.

SELECT BOARD MEMBER REPORTS:

Kathy-Jean mentioned the headache bars have been installed at the Mt. Orne Bridge and it looks good. Ben mentioned the signage has come in and he is going to ask Highway Foreman Tim Brown to get those up then the bridge can be opened.

Kathy-Jean asked Ben if he was able to reach out to Mike Lee from Weeks Hospital to begin discussing updating the PILOT agreement. Ben mentioned they have been playing phone tag and have not connected. Kathy-Jean confirmed she plans to participate in the meeting.

Motion made by Shane to enter into non-public session under RSA 91-A:3, II (c) - Personnel

Roll Call vote to enter non-public session

Shane Beattie – Yes

Kathy-Jean Lavoie – Yes

Leon Rideout – Yes

Entered non-public session at 7:57 p.m.

Motion made by Shane and seconded by Kathy-Jean to exit non-public session.

Roll call vote to exit non-public session.

Shane Beattie – Yes

Kathy-Jean Lavoie – Yes

Leon Rideout – Yes

Exited non-public session at 8:50 p.m. and returned to public session.

Motion made by Shane and seconded by Kathy-Jean to seal the non-public session minutes indefinitely because it is determined that divulgence of this information would affect adversely the reputation of any person other than a member of this board.

Roll call vote to seal the minutes.

Shane Beattie – Yes

Kathy-Jean Lavoie – Yes

Leon Rideout – Yes

No definitive action taken during non-public.

Ben mentioned the informal hearing recommendations need to be approved and signed. Each of the members have review the recommendations of the assessor.

Motion made by Kathy-Jean and seconded by Shane to accept the recommendations from Jason Call of Northtown Associates with regards to the informal assessment reviews. All in favor. Motion carried.

INFORMATION:

- In-house posting for Fire Chief
- In-house posting for Town Manager
- Letter from John Davidge regarding the Town Manager search
- NHDES Notice of Acceptance of Permit application
- NHDES letter of compliance for 130 Page Hill Road
- Land use permits
- Sign permits
- Zoning board notices of decision
- Planning board notice of decision

PUBLIC COMMENTS:

Rob Christie applied for travel reimbursement for going to airport commission meetings and was denied, he would like to encourage the board to consider allowing those expenses be approved. He pointed out that there is $9,000 throughout the budgets for travel expenses. He also mentioned

if a person is paid mileage the town is not responsible if anything happens during their travel and if they are not then the town would be liable.

Rob also mentioned when it's time for the Colonel Town report Eli is not present and it was his understanding Eli and his wife were hired as a team and if he is not able to attend to give a report then he feels she should be present to report to the board.

Lastly, in regards to the Canales' assessment issue, Rob expressed his concern with the assessor not having assessing information reported on the MS1 by the September deadline and if the information was reported by deadline there would have been time to meet before tax bills were issued.

Motion made by Shane and seconded by Kathy-Jean to adjourn. All in favor. Motion carried.

Meeting adjourned at 9:05 p.m.

Respectfully submitted,

Charity Baker

Charity M. Baker

Board of Selectmen

Date: 3/4/24

Leon Rideout

Shane Beattie

Kathy-Jean Lavoie

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Town of Lancaster 25 Main Street Lancaster, NH 03584	214	NH Public Risk Management Exchange - Primex³ 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:*	
X	**General Liability** (Occurrence Form)	7/1/2023	7/1/2024	Each Occurrence	$ 2,000,000
	Professional Liability (describe)			General Aggregate	$ 10,000,000
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
X	**Automobile Liability** Deductible Comp and Coll: $1,000	7/1/2023	7/1/2024	Combined Single Limit (Each Accident)	$2,000,000
	Any auto			Aggregate	$10,000,000
X	**Workers' Compensation & Employers' Liability**	1/1/2024	1/1/2025	X Statutory	
				Each Accident	$2,000,000
				Disease – Each Employee	$2,000,000
				Disease – Policy Limit	
X	**Property (Special Risk includes Fire and Theft)**	7/1/2023	7/1/2024	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: $1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
New Hampshire State Conservation Committee PO Box 2042 Concord, NH 03302			By: Mary Beth Purcell Date: 3/11/2024 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**