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State of New Hampshire

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

ROBERT L. QUINN
COMMISSIONER

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

April 23, 2024

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 Henniker (VC#177404-B002), Henniker, NH 03242, in the amount of $51,000.00 to purchase and install a backup generator for their community Emergency Operations Center (EOC). Effective upon Governor and Council approval through August 31, 2025. 100% Federal Funds.

Funding is available in the SFY 2024 operating budget as follows:

		SFY 2024
02-23-23-236010-80920000	Dept. of Safety - HSEM- EMPG	$51,000.00
072-500574 Grants to Local Gov't - Federal		
Activity Code: 23EMPG 2023		

EXPLANATION

The purpose of this grant is for the Town of Henniker to purchase and install a backup generator for their primary EOC. The grant listed above is funded by the FFY 2023 Emergency Management Performance Grant (EMPG), which was awarded to the Department of Safety, HSEM from the Federal Emergency Management Agency (FEMA). The grant funds are to be used to improve all-hazard planning and preparedness capabilities/activities, including mitigation, preparedness, response, and recovery initiatives at the State and local levels. 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 Manager, EMPG Program Coordinator, and Field Representatives, and then approved by the HSEM Director. The criteria for approval are based on grant eligibility in accordance with the grant's current guidance and the documented needs of the local jurisdictions.

EMGP is 50% Federally funded by FEMA with a 50% match requirement supplied by the sub-recipient. The sub-recipient acknowledges their match obligation as part of Exhibits B & C to their grant agreement.

In the event that Federal Funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,

Robert L. Quinn
Commissioner of Safety

GRANT AGREEMENT

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

1. IDENTIFICATION AND DEFINITIONS

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Subrecipient Name Town of Henniker (VC# 177404-B002)		1.4. Subrecipient Address 18 Depot Hill Rd Henniker, NH 03243	
1.5. Subrecipient Tel. # (603) 428-3221	1.6. Account Number AU #80920000	1.7. Completion Date August 31, 2025	1.8. Grant Limitation $51,000.00
1.9. Grant Officer for State Agency Sheila Dupere, EMPG 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."			
1.11. Subrecipient Signature 1 Peter R. Flynn		1.12. Name & Title of Subrecipient Signor 1 PETER R. FLYNN (BOS)	
Subrecipient Signature 2 Bill Marko		Name & Title of Subrecipient Signor 2 BILL MARKO, VICE-CHAIR, BOS	
Subrecipient Signature 3 Neal Morrin		Name & Title of Subrecipient Signor 3 Neal Morrin Selectman	
1.13. State Agency Signature(s) By: Amy On: 4/23/24		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: / /			
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: Assistant Attorney General, On: 04/30/24			
1.17. Approval by Governor and Council (if applicable) By: On: / /			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

Subrecipient Initials: 1.) PRF 2.) BM 3.) _____ Date: 4/2/24

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.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 Give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 Give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 Give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 Give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.
8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.
9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.
9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.
12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

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

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

subcontractor or assignee to obtain and maintain in force, the following insurance:

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Subrecipient Initials: 1.) 2.) 3.) Date: 4/2/24

EXHIBIT A

Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.

2. Any funds advanced to "the Subrecipient" must be returned to "the State" if the grant agreement is terminated for any reason other than completion of the project.

3. Any funds advanced to "the Subrecipient" must be expended within thirty (30) days of receiving the advanced funds.

4. "The Subrecipient" agrees to have an audit conducted in compliance with OMB Circular 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period "the Subrecipient" will certify in writing that they have not expended the amount of federal funds that would require a compliance audit ($750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to "the State".

   Additionally, "the Subrecipient" has or will notify their auditor of the above requirements prior to performance of the audit. "The Subrecipient" will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. "The Subrecipient" will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200. "The Subrecipient" will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

Subrecipient Initials: 1.) PR 2.) BM 3.) TO. Date: 4/2/24

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 Henniker (hereinafter referred to as "the Subrecipient") $51,000.00 to purchase and install a backup generator for the Emergency Operations Center (EOC).

2. "The Subrecipient" agrees that the project grant period ends August 31, 2025 and that a final performance and expenditure report will be sent to "the State" by September 30, 2025.

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: 4/2/24

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: $3,544,752.00	**Assistance Listings Number/Title:** Emergency Management Performance Grant / 97.042
Federal Award Date: 9/20/2023	**R&D:** No
Indirect Cost Rate: 14.22%	**Federal Award Identification Number (FAIN):** EMB-2023-EP-00005
Subrecipient Information	
Name: Town of Henniker	**UEI:** QLZFX3H7T62
Current Subaward Amount: $51,000.00	**Total Subawards Amount:** $51,000.00
Project Cost	
Applicant Share (Match Required):	**Grant (Federal Funds):**
$51,000.00	$51,000.00
Period of Performance	
Start	**End**
10/1/2022	8/31/2025
Budget Period	
Start	**End**
10/1/2022	8/31/2025

2. PAYMENT SCHEDULE

a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to $51,000.00.

b. "The Subrecipient" may request an advancement of grant funds in writing to the "The State". "The State" will forward the funds to "the Subrecipient" upon receiving and reviewing the request. "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.) PRZ 2.) BM 3.) Date: 4/2/24

c. Upon review and approval of the invoices and supporting match documentation "The State" shall reimburse up to $51,000.00 to "the Subrecipient" upon "the State" receiving a reimbursement request on letterhead, copies of purchase orders, vendor invoices, cancelled checks, and required match documentation.

d. Upon State Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, 10/1/2022, to the identified completion date (block 1.7).

Subrecipient Initials: 1.) RR 2.) BM 3.) Date: 4/2/24

DRAFT

Disclaimer – The following are Draft Minutes, which could include errors and are subject to change upon approval of the Select Board.

Town of Henniker
Board of Selectmen Meeting
Tuesday April 2, 2024 6:15 PM
Henniker Community Center

Members Present: Chairman Kris Blomback, Vice-Chairman Bill Marko, Selectman Neal Martin, Selectman Jeff Morse, Selectman Peter Flynn

Member's Excused:

Town Administrator: Diane Kendall

Recording Secretary: Hank Bernstein

Guests: See attached Sign-In Sheet

CALL TO ORDER/PLEDGE OF ALLEGIANCE

Chairman Kris Blomback opened the meeting with recitation of the Pledge of Allegiance and called the meeting to order at 6:15pm.

CONSENT AGENDA

Item #1 - Vice-Chairman Marko motioned to approve the Consent Agenda April 2, 2024, seconded by Selectman Flynn. The motion passed, unanimously.

PUBLIC COMMENT #1

No public comment.

APPOINTMENTS WITH THE BOARD

Item #3 was addressed prior to the Public Hearing

Item #3 - Alexis Deruisseau, Henniker Area Christian Fellowship – Request for Reduction of Community Center Rental Fees

Alexis and Mike Deruisseau, of the Henniker Area Christian Fellowship, shared that on June 30th their pastor is retiring, and they will need to seek another option to express their faith. They have decided to start a nonprofit and rent the Community Center on Sundays 10 AM – 2 PM starting July 7th and ending December 29th. These events will be open to the public and Mr. and Mrs. Deruisseau will accept donations to cover the costs of renting and insurance. The Deruisseaus requested that the Board lower the rental fee from $50 to $30 to make the fee more affordable. Discussion ensued. Vice-Chairman Marko agreed that the fee might be difficult for a small group but as the group grows it will become easier. The Board will revisit this fee structure if the Henniker Area Christian Fellowship seeks rental after December 29th. **Selectman Flynn moved to reduce the rental fee for the Community Center from $50 for a four-hour increment to $30 for a four-hour increment for the Henniker Area Christian Fellowship, seconded by Vice-Chairman Marko. Motion carried unanimously.**

6:30 PUBLIC HEARING

Item #2 - Fee Schedule – Public Safety

Chairman Blomback gave background. Fees for Police Special Detail services were last updated in 2017. fees and officer rates need updating to cover costs and remain competitive. It is unknown when Fire/EMS Special Detail fees were updated. A recent survey conducted by members of NH Municipal Mangers of police detail fees for service indicates an average police special detail fee for service of $85.54 including officer, administrative fee, and cruiser fee. Several towns reported they will be updating fees in 2024.

Proposed changes for Police are as follows:

- Special Detail Rate: $60.00 per hour for employees.
- Special Detail Fee: $100.00 per hour (minimum one officer and one cruiser).
- Additional officer: $85 per hour.
- Additional cruiser: $15 per hour.

Proposed changes for Fire/EMS are as follows:

- Special Detail Rate: $60.00 per hour for employees.
- Fire Engine: $100.00 per hour
- Ambulance: $75.00 per hour
- Forestry Truck: $50.00 per hour

Police Chief Matt French, Fire Chief Jim Morse, and TA Kendall answered questions from the board.

Chairman Blomback opened the discussion to comments from the public.
Keith DeMoura, of Western Ave, asked a few clarifying questions.
Chairman Blomback closed public comment.

Vice-Chairman Marko moved to approve the Public Safety Fees as presented, seconded by Selectman Flynn. Motion carried unanimously. The board signed the public document.
The public hearing concluded at 6:44 PM

NEW BUSINESS

Item #4 - Board of Selectmen - Committee and Commission Assignments

The Select Board discussed committee assignments. They are as follows:

Board / Commission / Committee	Assignment
Azalea Park / Riverwalk Committee	Selectman Morse
Central NH Regional Planning Commission	Selectman Flynn
CRSW/RRC Resource Recovery Coop	Selectman Martin
Concert Committee	Chairman Blomback
Conservation Commission	Selectman Morse
Economic Development Committee	Selectman Morse; Chairman Blomback alternate
Energy Committee	Vice-Chairman Marko
Highway Safety Committee	Selectman Martin
Municipal Records Committee	Selectman Flynn
OHRV	Chairman Blomback
Perambulators	Selectman Martin
Planning Board	Vice-Chairman Marko; Selectman Morse alternate
Police Facility Assessment Committee	Chairman Blomback; Vice-Chairman Marko
Road Management Committee	Vice-Chairman Marko; Selectman Morse
Safety and Loss Prevention Committee	Chairman Blomback
Solid Waste and Recycling Committee	Selectman Flynn
Youth Athletic Committee	Selectman Flynn

Selectman Martin moved to appoint Bill Marko to the Planning Board with Jeff Morse as the alternate to the Planning Board, seconded by Selectman Morse. Motion carried unanimously.

CONTINUED BUSINESS

Item #5 - Chief Morse - Expenditure Request from the Fire-Rescue Building Expendable Trust Fund

Chief Morse came before the board to address the March 19th, 2024, Consent Agenda Item #7 "Expenditure Request from the Fire-Rescue Building Expendable Trust Fund". This expenditure is to purchase replacements for the garage doors and is part of an Emergency Management Performance Grant that offers 50% matching up to $51,000. The Fire-Rescue department had received four quotes for the garage doors and chose a company to perform the work. Chief Morse believed he had followed proper procedure, but now realizes that he had not. Chief Morse apologized to the board. Discussion ensued.

Vice-Chairman Marko voiced concerns that due process was not followed, and because of that the taxpayers missed out on $5,000 in potential savings. Chief Morse shared that the lower bid did not come with all the specifications that the department needs. Chairman Blomback acknowledged that the process was not entirely clean but did not believe that anyone acted with malicious intent. Selectman Martin and Selectman Flynn spoke in support of the Fire-Rescue Department.

Selectman Morse moved to authorize the expenditure of $19,842 from the Fire-Rescue Building Expendable Trust Fund for the purpose of installing new garage doors at the fire station. This represents an in kind portion of the EMPG grant that has been approved at the fire station and the Board of Selectmen request disbursement from the Trustees of Trust Funds from the Expendable Trust of which they are agents to expend to reimburse the General Fund. Selectman Martin seconded. Motion carried 3-1-1.

(Vice-Chairman Marko opposed; Selectman Flynn abstained)

Item #6 - Emergency Management Performance Grant Agreement – Generator for Emergency Operation Center

Chief Morse gave background. The generator at the Fire-Rescue Station, which is the town's Emergency Operations Center, is not in working order. Chief Morse has requested bids, and the bid opening will be held on April 5th at 8 AM. Selectman Martin asked if the current generator is still planned to be transferred to Town Hall. TA Kendall shared that option is no longer viable. **Selectman Morse moved to accept the terms of the Emergency Management Performance Grant Agreement as presented in the amount of $51,000 for the EOC Generator Project. Furthermore, the Board acknowledges that the total cost of this project will be $102,000, in which the town will be responsible for a 50% match ($51,000). Vice-Chairman Marko seconded. Motion carried unanimously.**

PAST MEETING MINUTES

Item #7 - Board of Selectmen Meeting Minutes March 19, 2024, 6:15pm

Vice-Chairman Marko moved to approve these minutes, seconded by Selectman Martin. Motion carried unanimously.

COMMUNICATIONS

Item #8 - Town Administrator Report

TA Kendal reported on the following:

- A minor procedural irregularity. At the next Board of Selectmen meeting the Selectmen may call a special procedural town meeting, in accordance with RSA 31:5-b for the exclusive purpose of curing such irregularity.
- Hazard Mitigation Plan Update process will have approximately 18 meetings and work sessions over the next 8 to 9 months with all departments and community stakeholders. Information about the update will be on the Hazard Mitigation Update Committee page of the website and on the town calendar.

- The Executive Council confirmed Henniker resident Chales N. DeCurtis, Henniker, NH to the Water Council for the State of New Hampshire.
- Main St. Community Forum on April 23rd at the community center. Please watch for announcements.
- Fire Pond Bid has been awarded and work is to begin soon.
- Contoocook Valley Radio Club Request for Ham Repeater on Communications Tower.
- Wastewater CMOM and Upgrade.
- Work with the Code Enforcement Officer and legal to resolve complaints.
- Henniker Spring Clean Up Day is Saturday May 11th 8 am-noon.
- The International City Managers Association conference in Boston. TA Kendall will be out of the office next Wednesday through Friday to attend.

Item #9 - Correspondence

No remarks from the board

Item #10 - Selectmen Reports

Chairman Blomback reported on the Police Facility Assessment Committee. They have developed a matrix for ranking potential sites. He also reported on the Concert Committee. They have received sponsorships for each show.

Vice-Chairman Marko reported on the Solid Waste Disposal and Recycling Advisory Committee. They are near completion of updated the Solid Waste Ordinance (Ch. 101) and are in the process of renewing fees. There is also discussion of acquiring a portable scale.

Selectman Martin had nothing to report.

Selectman Morse had nothing to report.

Selectman Flynn had nothing to report.

PUBLIC COMMENT #2

Kirk Spofford, of Western Ave, expressed concern that if the Henniker Area Christian Fellowship is utilizing the Community Center for the next six months that there would not be availability for other Henniker residents.

Lori Marko asked about the redacting of the agenda package on the website. TA Kendall clarified that the online agenda is redacted for the security of vendors and employees. Agenda items are available for review at Town Hall.

ADJOURNMENT

Selectman Martin motioned to adjourn at 8:07 PM, seconded by Selectman Morse. The motion passed, unanimously.

Respectfully submitted,

Hank Bernstein
Minute Taker

Minutes Approved:

Town of Eaton	163
Town of Effingham	164
Town of Ellsworth	165
Town of Epping	167
Town of Epsom	168
Town of Errol	169
Town of Exeter	170
Town of Farmington	171
Town of Francestown	173
Town of Franconia	174
Town of Freedom	176
Town of Fremont	177
Town of Gilford	178
Town of Gilmanton	179
Town of Gilsum	180
Town of Goffstown	181
Town of Gorham	182
Town of Goshen	183
Town of Grafton	184
Town of Greenfield	186
Town of Greenville	188
Town of Groton	189
Town of Hampstead	190
Town of Hampton Falls	192
Town of Hancock	193
Town of Harrisville	195
Town of Henniker	198
Town of Hill	199
Town of Hillsborough	200
Town of Hollis	203
Town of Hopkinton	205
Town of Jackson	207
Town of Jaffrey	208
Town of Jefferson	209
City of Keene	210
Town of Kensington	211
Town of Kingston	212
City of Laconia	213
Town of Lancaster	214
Town of Langdon	216
City of Lebanon	217
Town of Lempster	219
Town of Lincoln	220
Town of Lisbon	221
Town of Litchfield	222
Town of Littleton	223
Town of Loudon	225
Town of Lyman	226
Town of Lyndeborough	228
Town of Madbury	229
Town of Madison	230
Town of Marlborough	232

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:*
Primex3 Members as per attached Schedule of Members Property & Liability Program		NH Public Risk Management Exchange - Primex³ 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:	
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)	
Automobile Liability Deductible Comp and Coll:			Combined Single Limit (Each Accident)	
Any auto			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
			By: *Mary Beth Purcell*
State of NH Dept of Safety 33 Hazen Dr. Concord, NH 03305			Date: 7/6/2023 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

Town of Greenland	187	7/1/2023
Town of Groton	189	7/1/2023
Town of Hampstead	190	7/1/2023
Town of Hampton	191	7/1/2023
Town of Hancock	193	7/1/2023
Town of Hanover	194	7/1/2023
Town of Harrisville	195	7/1/2023
Town of Haverhill	196	7/1/2023
Town of Hebron	197	7/1/2023
Town of Henniker	198	7/1/2023
Town of Hinsdale	201	7/1/2023
Town of Holderness	202	7/1/2023
Town of Hooksett	204	7/1/2023
Town of Hopkinton	205	7/1/2023
Town of Hudson	206	7/1/2023
Town of Jaffrey	208	7/1/2023
Town of Jefferson	209	7/1/2023
City of Keene	210	7/1/2023
Town of Kensington	211	7/1/2023
Town of Kingston	212	7/1/2023
City of Laconia	213	7/1/2023
Town of Lancaster	214	7/1/2023
Town of Landaff	215	7/1/2023
Town of Langdon	216	7/1/2023
Town of Lee	218	7/1/2023
Town of Lempster	219	7/1/2023
Town of Lincoln	220	7/1/2023
Town of Lisbon	221	7/1/2023
Town of Littleton	223	7/1/2023
Town of Londonderry	224	7/1/2023
Town of Lyman	226	7/1/2023
Town of Lyme	227	7/1/2023
Town of Lyndeborough	228	7/1/2023
Town of Marlow	233	7/1/2023
Town of Mason	234	7/1/2023
Town of Merrimack	236	7/1/2023
Town of Milan	238	7/1/2023
Town of Milton	240	7/1/2023
Town of Monroe	241	7/1/2023
Town of Nelson	244	7/1/2023
Town of Newbury	247	7/1/2023
Town of New Castle	248	7/1/2023
Town of New Durham	249	7/1/2023
Town of New Hampton	251	7/1/2023
Town of New London	254	7/1/2023
Town of Newmarket	255	7/1/2023
Town of Newport	256	7/1/2023
Town of North Hampton	259	7/1/2023
Town of Northumberland	260	7/1/2023
Town of Northwood	261	7/1/2023
Town of Nottingham	262	7/1/2023
Town of Orange	263	7/1/2023

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Participating Member:	*Member Number:*	*Company Affording Coverage:*
Primex3 Members as per attached Schedule of Members Workers' Compensation Program		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:	
	General Liability (Occurrence Form) **Professional Liability (describe)** ☐ Claims Made ☐ Occurrence			Each Occurrence	
				General Aggregate	
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll: Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
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	
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:		**Additional Covered Party**		**Loss Payee**	**Primex³ – NH Public Risk Management Exchange**
					By: *Mary Beth Purcell*
State of NH Dept of Safety 33 Hazen Dr. Concord, NH 03305					**Date:** 1/2/2024 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**