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

February 12, 2025

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Her Excellency, Governor Kelly A. Ayotte
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 Loudon (177431-B002), 55 South Village Road, Ste. 8, Loudon, NH 03307, in the amount of $10,408.50 to purchase and install lightning detectors and warning systems. Effective upon Governor and Council approval through September 23, 2027. **100% Federal Funds.**

Funding is available in the SFY 2025 operating budget as follows:

02-23-23-236010-43930000	Dept. of Safety – HSEM – BRIC	
072-500574 Grants to Local Gov't - Federal		SFY 2025
Activity Code: 23BRIC 2023		$10,408.50

EXPLANATION

The purpose of this grant is for the Town of Loudon to purchase and install two cellular data modems and lightning detectors attached to visual and audible warning systems, to notify residents and/or visitors utilizing the recreation fields of approaching lightning in the area. The grant listed above is funded by the Building Resilient Infrastructure and Communities (BRIC) grant program, which was awarded to the Department of Safety, HSEM, from the Federal Emergency Management Agency (FEMA). BRIC provides funding to sub-recipients for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. FEMA provides BRIC funds to states that, in turn, provide sub-grants or contracts for a variety of mitigation activities, such as planning and the implementation of projects identified through the evaluation of natural hazards.

BRIC is 75% Federally funded by FEMA with a 25% match requirement supplied by the sub-recipient. The sub-recipient acknowledges their match obligation as part of Exhibits B and C to their grant agreement.

In the event that BRIC 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. Sub-Recipient Name Town of Loudon (177431-B002)		1.4. Sub-Recipient Address 55 South Village Road Ste 8, Loudon, NH 03307	
1.5 Sub-Recipient Tel. # 603-798-5611	1.6. Account Number AU #43930000	1.7. Completion Date September 23, 2027	1.8. Grant Limitation $10,408.50
1.9. Grant Officer for State Agency Austin Brown, Chief of Mitigation & Recovery		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. Sub-Recipient Signature 1 Jeffrey C Miller		1.12. Name & Title of Sub-Recipient Signor 1 Jeffrey C Miller Chairman	
Sub-Recipient Signature 2 Roger A. Maxfield, Selectman		Name & Title of Sub-Recipient Signor 2 ROGER A MAXfield, SELECTMAN	
Sub-Recipient Signature 3 Dwayne Gilman		Name & Title of Sub-Recipient Signor 3 DWAYNE Gilman SELECTMAN	
1.13. State Agency Signature(s) By: On: 2/12/25		1.14. Name & Title of State Agency Signor(s) Amy 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: 02/13/2025			
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.) 2.) RAM 3.) Date: 01-21-2025

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.

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.) 2.) RAM 3.) DPC Date 01-21-2025

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 Loudon** (hereinafter referred to as "the Subrecipient") **$10,408.50** to install two cellular data modems and lightning detectors attached to a visual and audible warning system to notify residents and/or visitors utilizing the recreation fields of approaching lightning in the area.

2. "The Subrecipient" agrees that the project grant period ends on September 23, 2027 and that a final performance and expenditure report will be sent to "the State" by October 23, 2027.

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 25% cost share required by this grant.

5. "The Subrecipient" agrees to comply with all the Acknowledgement of Programmatic Requirements and the Record of Environmental Considerations.

6. "The Subrecipient" shall participate in a pre-construction initial site visit from FEMA at least 30 days prior to construction commencing.

7. "The Subrecipient" plans to use Building Resilient Infrastructure and Communities (BRIC) funding to enhance public safety through the installation of a visual and audible warning system at two recreational facilities: the Skate Park and Landry Field. Work within this project includes mounting 6-foot poles on the snack shack roof's ridge, installing electrical hardware, and connecting each device to the shoreline power grid requiring no ground disturbances or tree removal.

EXHIBIT C

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Sub-Applicant Share	Grant (Federal Share)	Cost Totals
Project Cost	$3,469.50	$10,408.50	$13,878.00
Project Cost is 75% Federal Funds, 25% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Building Resilient Infrastructure and Communities (BRIC) EMB-2023-BR-004			
Assistance Listings Number: 97.047			
Applicant's Unique Entity Identifier (UEI): EZKLLAJAVEA3			

2. PAYMENT SCHEDULE

a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to **$10,408.50.**

b. "The Subrecipient" shall submit invoices to "the State" with supporting documentation, i.e., copies of purchase orders, vendor invoices, and/or cancelled checks. Upon review and approval of the invoices and supporting match documentation, "the State" will forward the funds to "the Subrecipient". "The Subrecipient" shall expend the grant funds within thirty (30) days and provide proof of this to "the State" within forty-five (45) days.

c. "The State" shall reimburse up to **$10,408.50** to "the Subrecipient" upon "the State" receiving a reimbursement request with match documentation and appropriate backup documentation (i.e., copies of invoices, copies of canceled checks, and/or copies of accounting statements).

d. Upon contract approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, September 24, 2024, to the identified completion date (block 1.7).

Subrecipient Initials: 1.) 2.) RAM 3.) DNB Date: 01-31-2025

Selectmen's Meeting Minutes
Tuesday, January 21, 2025

Present: Chairman Miller, Selectman Maxfield and Selectman Gilman
Department Heads: Fire Chief Thomas Blanchette, Police Chief Dana Flanders, and Town Administrator Brenda Pearl

I. Selectman Miller called the meeting to order at 6:00 PM.

II. Selectman Miller led the Pledge of Allegiance.

III. Selectman Gilman made a motion to accept and approve the Consent Agenda as listed. Selectman Maxfield seconded the motion. All in favor, the motion carries.

IV. The Board met with Police Chief Dana Flanders:
   a. Chief Flanders advised the Board that Officer Hart is progressing well at the academy.
   b. Officer Merchant is set to start on Monday, January 27th, 2025.
   c. Chairman Miller inquired about traffic accidents during the latest storm and Chief Flanders advised that there were mostly just cars off the road.

V. The Board met with Fire Chief Tom Blanchette:
   a. Chief Blanchette reviewed the repairs for the various Fire Department apparatuses and vehicles.
   b. Chief Blanchette advised that per diem coverage is sparse due to employees having other jobs.
   c. Chief Blanchette provided an application for a new call department member.
   d. The Board inquired about Engine 2 being out of service and needing repairs and Chief Blanchette advised that it was only out of service for one day and it will be harder to get parts in the future due to the supplier closing.

VI. The Board reviewed New Business:
   a. Chairman Miller discussed the NHDOS Lightning Detection Grant. This grant will pay for the Lightning Warning and Detection project. This will allow us to install early warning systems in the Rec Fields and at Landry Field. This will sound a warning if it senses any lightning in the area, so people on the field have time to evacuate. The grant total is $10,408.50 and the Town's portion is $3,469.50. Selectman Maxfield inquired as to how we were paying for our portion, and he was advised that the funds were coming from the Emergency Management Budget since we planned for this grant to be received. Selectman Maxfield made a motion to accept the grant from NHDOS Homeland Security Emergency Management for the Lightning Detection Project in the amount of $10,408.50 with a Town contribution of $3,469.50. Selectman Gilman seconded the motion. Selectman Maxfield – yes, Chairman Miller – yes, Selectman Gilman – no. Majority vote rules, the motion carries.

VII. Chairman Miller called the Memory Lane Public Hearing to order at 6:15 PM.

a. Chairman Miller advised that the As-Built plans are complete, the title search has also been completed, and the warranty deed has been revised and is ready to be signed by owner, Alvin Davis.
b. Chairman Miller stated that the two conditions of the road being accepted are the agreeance that the construction bond for approximately $38,000.00 will be converted to a maintenance bond for $22,500.00 with the remaining balance going to Alvin Davis via check and that Alvin Davis pay for the cost of the title search. The bond value is calculated as 10% of the original cost of building the road.
c. Selectman Maxfield inquired about the cistern on Memory Lane and if that was going to be a part of accepting the road. Chairman Miller advised that, per our attorney, the cistern is a separate item.
d. Selectman Gilman asked if the Road Agent was on board with the Town accepting the road and he was advised, yes, the Road Agent worked with the Town Engineer directly.
e. The Board agreed that Alvin Davis has 10 calendar days to sign the revised warranty deed as an additional condition of accepting Memory Lane as a Town road.
f. Selectman Gilman makes a motion to accept Memory Lane as a Town road in Loudon with the following conditions: with the conversion of the construction bond to a maintenance bond, the payment for the title search is forthcoming and that the owner of said road, Alvin Davis, signs the revised warranty deed by February 1st, 2025. Selectman Maxfield seconded the motion. All in favor, the motion carries.
g. Sean Kitson of 7 Memory Lane inquired about what would happen if the owner does not deliver and Chairman Miller advised that we would take legal action.
h. Craig Mabie of 44 Memory Lane asked the Board if the Town will now start plowing the road and Chairman Miller advised, yes.

VIII. Chairman Miller closed the Memory Lane Public Hearing at 6:24 PM.

IX. Chairman Miller opened the floor to Fire Chief Blanchette for the AMKUS tool donation.

a. Chief Blanchette stated that the Loudon Firefighter's Association has been working for years to replace this tool that is 25 years old on Engine 2. This is an extrication tool, a battery operated AMKUS ICT 716 combination cutter and spreader valued at $17,100.00 and would like it to be donated to the Town.
b. Chairman Miller asked how the funds were gathered and Chief Blanchette advised that there was a donation, some grants and community fundraising events.
c. Members of the Loudon Fire Department provided a demonstration of the tool.
d. Chief Blanchette reviewed previous donations from the Loudon Firefighter's Association.
e. Selectman Maxfield made a motion to accept the AMKUS tool donation. Selectman Gilman seconded the motion. The Board would like to thank the

Loudon Firefighter's Association for their donations over the years. All in favor, the motion carries.

X. The Board continued to review New Business:
   a. Chairman Miller addressed the Comcast Broadband Equity Access Deployment (BEAD) program. There is an application process during January 6, 2025 – February 5, 2025. This is to serve the underserved and non-served areas in the Town of Loudon, and they are asking the Selectmen for a letter of support for the BEAD program. Selectman Gilman inquired about why this is needed and Chairman Miller advised that this is for them to be able to receive federal grant money to fund this program. The Board discussed the service areas affected and unanimously agreed that they are in favor of this program and signed the letter of support for the application through Comcast.
   b. NHDES sent the Board a formal letter about the closing of the Septage Lagoon at the Town dump which provides the official approval from the State of NH.
   c. The Board reviewed a letter from the Police Chief stating that his part-time wage line will be over expended for this fiscal year.
   d. Fire Chief Blanchette provided a request to write off 25 ambulance accounts totaling $15,656.00. Selectman Gilman made a motion to write off the 25 accounts totaling $15,656.00. Selectman Maxfield seconded the motion. All in favor, the motion carries.

XI. Important Dates:
   a. Wednesday, January 22nd, 2025- Friday, January 31st, 2025, is candidates filing declaration for candidacy.
   b. The Zoning Board of Adjustment meeting is on Thursday, January 23rd, 2025, at 7:00 PM in the large meeting room.

XII. Selectman Gilman noted that there are still active discussions with the Cemetery Custodian, Fire Chief Blanchette, about making the necessary repairs to the Lovering Cemetery and the status of the Wales Bridge Easement was discussed amongst the Board.

XIII. Chairman Miller opened the floor to public comment.

XIV. Sean Kitson of 7 Memory Lane addressed the Board:
   a. Mr. Kitson discussed the email that he sent to the Selectmen about having the two Loudon representatives of the school board come to a Selectmen's meeting. The Board told Mr. Kitson that there may or may not be legal action involved with the current school board situation, and we will most likely not get any answers. Mr. Kitson made it clear that he just does not want to be ignored, and he would like his questions answered and feels that the Loudon representatives need to speak up for the residents.

XV. Amy Griffin of 7193 Shaker Road advised the Board that Loudon representative, Laura Vincent, did respond to her email advising that there is a Public Hearing on

February 4th and to reach out to the SAU office with any other questions, meanwhile there was previous communication at a school board meeting requesting members of the public to reach out to their local representatives.

XVI. Mark Griffin of 7193 Shaker Road asked how many households are proposed to be affected by the BEAD program and the Board advised that it is most likely less than 100 properties.

XVII. Selectman Gilman made a motion to adjourn at 7:06 PM. Seconded by Selectman Maxfield. All in favor, the motion carries.

Loudon Board of Selectmen

Jeffrey C. Miller, Chairman

Roger A. Maxfield, Selectman

Dwayne Gilman, Selectman

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 Loudon 55 S. Village Rd, Suite 1 Loudon, NH 03307	225	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)**	1/1/2025	1/1/2026	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: $1,000			Combined Single Limit (Each Accident)	
Any auto			Aggregate	
X **Workers' Compensation & Employers' Liability**	1/1/2025	1/1/2026	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 Division of Homeland Security 33 Hazen Dr. Concord, NH 03305			Date: 1/23/2025 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**