

CSG



State of New Hampshire

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

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

84

February 24, 2025

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 Administration to enter into a grant agreement with the Town of Lee Police Department (VC#177231-B001) for a total amount of \$5,100.00 for the purchase of body-worn and dashboard Cameras. Effective upon Governor and Council approval through June 30, 2030. 100% General Funds

Funding is available in the SFY2025 operating budget as follows.

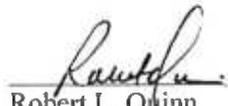
02-23-23-234010-13840000	Dept. of Safety – Division of State Police –	<u>SFY25</u>
	Body & Dash Camera Fund	\$5,100.00
073-500580	Grants-Non-Federal – Grants to Local Gov't-State	100% General Fund

EXPLANATION

Governor and Council approval is being sought because the amount of the previous payments by the Department of Safety to the Town of Lee, plus the amount of this grant, yields a cumulative amount that is over the Department's threshold.

The Body-worn and Dashboard Camera Fund was established in RSA 105-D:3 to provide matching grants to local law enforcement agencies to assist with the purchase, maintenance and replacement of body-worn and dashboard cameras and ongoing costs related to the maintenance and storage of data. This fund encourages local law enforcement agencies to implement such technology to improve officer safety and transparency. Awards provide matching funds of up to 50% of the cost, up to a maximum of \$50,000.00 per entity, in accordance with Administrative Rule Saf-C 9700.

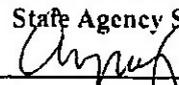
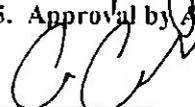
Respectfully submitted,


Robert L. Quinn
Commissioner of Safety

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name NH Department of Safety		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Grantee Name Town of Lee Police Department		1.4. Grantee Address 20 George Bennett Road, Lee NH 03861-6567	
1.5. Grantee Phone # 603-659-5866	1.6. Account Number 10-2340-13840000-500580	1.7. Completion Date June 30, 2030	1.8. Grant Limitation \$5,100.00
1.9. Grant Officer for State Agency Kelly A. Chapman		1.10. State Agency Telephone Number 603-271-7663	
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 Rebecca Hawthorne, selectboard	
Grantee Signature 2 		Name & Title of Grantee Signor 2 Scott Byrnes, selectboard	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Amy Newbury Director of Administration	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 03/03/2025			
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

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
 15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
 16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
 17. **INSURANCE.**
 - 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
 - 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
 18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
 19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
 21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
 22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT A
SPECIAL PROVISIONS

1. Grant expenses must be incurred and paid prior to June 30, of the year and final date of the local agreement but prior to June 30, 2030.
2. Only expenses approved as outlined in Exhibit A and outlined in Saf-9700 Allowable Costs may be reimbursed. Reimbursement requests shall meet all requirements of Saf-C 9704.02 Administrative Requirements.
3. "The Grantee" shall maintain financial records, supporting documents, and all other pertinent records for a period of 3 years from the grant period end date per Saf-C 9709.01 Recordkeeping.
4. In accordance with Saf-C 9704.01(b), "The Grantee" shall maintain the project for a minimum of up to five (5) years from the official grant award date. Failure to maintain this program will result in the Grantee being required to refund the apportioned amount of the 50% grant reimbursement for any "advanced" funds and/or agrees to forfeit any remaining reimbursements that would have been due if the program were to run the required length.
5. The Grantee acknowledges per Saf-C 9710.01 All grants and records maintained by the Department (the State) shall be public records subject to 91-A.
6. Grant Agreement Revision to Provision 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. *The Grantee's liability herein shall not exceed the amount of \$1,000,000.* 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.

Grantee Initials RLH 2/3/13 SB
Date

EXHIBIT B

SCOPE OF SERVICES

1. The Department of Safety, (hereinafter referred to as "the State") is awarding the **Town of Lee Police Department** (hereinafter referred to as "the Grantee") up to **\$5,100.00** for the purpose of reimbursement 50% of the costs to equip local law enforcement agencies with body-worn cameras and agency vehicles with dashboard cameras as well as the on-going costs of maintenance and storage of data recorded by body-worn and dashboard cameras.
2. "The Grantee" agrees that the project grant period ends at the date specified in the locally procured agreement for storage not to exceed 5 years and that all expenses approved as part of this agreement for 50% reimbursement must be incurred and paid prior to this date and reimbursement requests submitted to the Department of Safety, Grants Management Bureau, prior to June 30, of the final year of the local agreement. See Exhibit B for Grant Amount and Payment information.
3. Per SAF-C 9704.03 the following is among prohibited uses of grant funds (2) Any expenses incurred prior to or after the grant period identified in award documents, (3) Any expenses incurred under a contract that was in place prior to the grant award on after the grant period.
4. "The Grantee" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements as they may relate to this program and equipment related to such.
5. "The Grantee", is responsible for the implementation of this project at their local level.
6. The grant application as submitted by "the Grantee" is hereby fully incorporated into this grant agreement.

Grantee Initials

RLH

2/3/05
Date



EXHIBIT C

GRANT AMOUNT AND METHOD OF PAYMENT

1. Grant Amount: **\$5,100.00**
2. Payment Schedule
 - a. "The Grantee" agrees that the total payment by "the State" under this grant agreement shall be up to **\$5,100.00**. This reimbursement is in accordance with Saf-C 9707.01.
 - b. "The State" shall reimburse up to **\$5,100.00**. to "the Grantee" upon "the State" receiving appropriate documentation of expended funds submitted and follows:
 - the grantee will supply invoices,
 - proof of local payment for eligible costs and,
 - an official letter requesting reimbursement of 50% of the approved eligible costs.
 - c. Payments made directly to "the Municipality" will be considered payments made to "the Grantee" for the purposes of this grant agreement.

Grantee Initials RLH 2/3/05 SP
Date

SELECT BOARD MEETING MINUTES

February 3, 2025

PAGE 1

Board members present: Chair Hawthorne and Vice-Chair Bugbee

Not present: Selectperson Benson

Others present: John and Anne Tappan, Tom Dronsfield and Asst. Town Administrator Denise Duval

I. Chair Hawthorne calls the meeting to order at 6:00pm.

II. Public comment – John Tappan, Stepping Stones Road, says that the voters have not been provided with all the information that's required by the municipal budget law. Mr. Tappan says that RSA 32:5 IV says that budget forms for the annual meeting shall include comparative columns including at least a. appropriations voted by the previous annual meeting and b. actual expenditures made pursuant to those appropriations and in those towns and districts which hold annual meetings prior to the close of the current fiscal year actual expenditures for the most recently completed fiscal year. He says that the Town did not completely provide this information. He says that account section 4915 transfers to capital reserve funds and 4916 transfers to trust and agency funds are missing. He says that the 12/23/24 Select Board agenda attachment included these sections but one fund was missing and without the recommendations of the ABC. He says that this error was repeated in the attachment for the 1/6/25 meeting. He pointed out what was missing then says that instead of correcting the error on 1/13/25, the two sections were removed. He says that the handout for the Deliberative Session was also missing this information. He says that it is the governing body's responsibility to see that this information is provided to the voters. He says that there is concern about the tax rate which is increasing by 10.6%. He says that RSA 32:5 V-b states that the determination of the estimated tax impact shall be subject to the approval of the governing body. He says that this year the process of estimating the tax impact in particular the revenue to be used in the calculation was performed late and with inadequate analysis of the revenue sources. This process should be started sooner and with all dollars amounts in evidence per Mr. Tappan. Chair Hawthorne asks Asst. TA Duval to pass this on to TA Robertson so that he can make this available to the public on the website, etc.

III. a. 1. Chief Dronsfield explains that the police detail rates have been increasing all around the Town of Lee and is requesting to increase Lee's detail rate to \$70hr to be within the average of all the municipalities around Lee. Right now the detail rate of \$60. Chair Hawthorne moves to grant the Police Chief permission to increase the Town of Lee's police detail rate to \$70.00 hour from the current rate of \$60.00 per hour, effective immediately. Vice-Chair Bugbee, seconds. All in favor. **Motion Carries.**

2. Chief Dronsfield presents an amendment to a grant agreement that they received back on October 15, 2024, at which time the Select Board voted to accept. Subsequent to this, the Chief had conversations with the NH Department of Safety and on December 10, 2024, they approved increasing the amount of the award from 21,968.75 to \$31,135.99. The Chief indicates that the match amount can come from is budget. Chair Hawthorne states that the Town of Lee Select Board, in a majority vote, accepts the amended agreement #25-102 from the NH Department of Safety increasing the grant award from \$21,968.75 to \$31,135.99. Vice-Chair Bugbee, seconds. All in favor. **Motion Carries.**

3. Chief Dronsfield presents a new grant agreement from the NH Department of Safety for a 50% Reimbursement Grant towards equipping the department with body-worn cameras and agency vehicles with dashboard cameras and for the cost of storage not to exceed 5 years.

Further provisions are required and provided in the exhibits. Chair Hawthorne states that the Town of Lee Select Board, in a majority vote, accepts the terms of the NH Department of Safety Grant as presented in the amount not to exceed \$5100.00 towards purchasing body-worn cameras and dashboard cameras. The Board acknowledges that this is a 50% reimbursement grant and expenses about amount will come from the Police Department operating budget. Vice-Chair Bugbee, seconds. All in favor. **Motion Carries.**

IV. a. 1. Assistant TA Duval presents the quote from Kidder Building to remove the building at 201 Calef Highway. There is a court order granting the Town permission to move forward. Chair Hawthorne moves to grant the Town Administrator permission to enter into an agreement with Kidder Building & Wrecking, Inc. for the removal and/or demolition of the property located at 201 Calef Highway, Lee, NH and to file a lien against said real estate for the purpose of collecting a debt per RSA 80. Vice-Chair Bugbee, seconds. All in favor. **Motion Carries.**

2. Asst. TA Duval updates the Board on the Volunteer of the Year Award. She has put a deadline of 2/12/25 in the E-Crier and hopes to get a nomination or two by then.

3. Chair Hawthorne asks if there had heard back with an answer about what to do with the budget article change and how the Board is supposed to handle that. Asst. TA Duval says that she spoke to DRA who said that the recommend language does not need to be in the article but it is up to the Board. If the budget is amended at Deliberative Session then the Board may vote to change whether they recommend it following the changes or not. Vice-Chair Bugbee asks what happened at the Deliberative Session. Chair Hawthorne explains that there was a motion from the floor to amend the budget to include \$6000 more dollars for the Strafford Regional Planning dues. Vice-Chair Bugbee asks if they realize that the Board does not have to spend that extra \$6000 on that item. Asst. TA Duval says that she tells people that but is not sure if people understand it. At this time, Vice-Chair Bugbee would vote against recommending it and Chair Hawthorne would vote to recommend it. Selectperson Benson is not present to vote. Chair Hawthorne asks if Vice-Chair Bugbee would agree with taking the recommendation language out of the article. Mr. Tappan states that at the Deliberative Session, TA Robertson suggested changing the language to *the Select Board does not recommend*. Mr. Tappan objected to this and said that the article should remain as does/does recommend until the Board votes again with the amendment in place per the statute. He said the Board could now on recommending or not or leaving it out completely. Chair Hawthorne is in favor of the budget with the amendment. Vice-Chair Bugbee is not in favor so he suggests removing it. Asst. TA Duval says that this could be explained in the voter's guide. Vice-Chair Bugbee asks if the expected revenue discussed and Chair Hawthorne says that it was mentioned. Vice-Chair Bugbee moves to remove the language The Select Board does/does not recommend in Article #4. Chair Hawthorne, seconds. All in favor. **Motion Carries.**

Forty-two people attended the Deliberative Session.

b. Chair Hawthorne moves to accept the Consent Agenda as presented with the addition of the December 9, 2024 minutes. Vice-Chair Bugbee, seconds. All in favor. **Motion Carries.**

Selectperson Benson arrives at 6:23pm.

V. No old business.

VI. New business.

VII. a. Chair Hawthorne moves to enter into a non-public session NH RSA 91-A:3-II (a) and (l) at 6:28pm. Vice-Chair Bugbee, seconds. Roll Call Vote. Selectperson Benson, yes. Vice-Chair Bugbee, yes. Chair Hawthorne, yes. Motion Carries.

The Select Board returns from non-public session at 6:45pm.

b. Chair Hawthorne moves to seal the nonpublic minutes. Vice-Chair Bugbee, seconds. Roll Call Vote. Chair Hawthorne, yes. Vice-Chair Bugbee, seconds. Motion Carries.

The Board discusses the schedule for March 11th. Vice-Chair Bugbee will do 7am – 1pm and Chair Hawthorne will do 1pm – end.

VIII. Chair Hawthorne adjourns at 6:47pm.

Minutes transcribed by:



Denise Duval, Asst. Town Adm.

2/18/2025

Date

Minutes accepted by The Lee Select Board:



Rebecca Hawthorne, Chair



Scott Bugbee, Vice-Chair

David Benson, Selectperson



CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: Town of Lee 249 Calef Hwy Lee, NH 03861		Member Number: 218	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716		
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory, Limits May Apply, If Not:	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form)	7/1/2024	7/1/2025	Each Occurrence	\$ 2,000,000
<input type="checkbox"/>	Professional Liability (describe)			General Aggregate	\$ 10,000,000
<input type="checkbox"/>	Claims Made			Fire Damage (Any one fire)	
<input type="checkbox"/>	Occurrence			Med Exp (Any one person)	
<input checked="" type="checkbox"/>	Automobile Liability	7/1/2024	7/1/2025	Combined Single Limit (Each Accident)	\$2,000,000
<input type="checkbox"/>	Deductible Comp and Coll: \$1,000 Any auto			Aggregate	\$10,000,000
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> Statutory	
				Each Accident	\$2,000,000
				Disease - Each Employee	\$2,000,000
				Disease - Policy Limit	
<input checked="" type="checkbox"/>	Property (Special Risk includes Fire and Theft)	7/1/2024	7/1/2025	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		
			By:	<i>Mary Beth Purcell</i>	
			Date:	3/3/2025 mpurcell@nhprimex.org	
State of NH - Department of Safety 33 Hazen Drive Concord, NH 03305			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax		