

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

February 12, 2025

86

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 Conway (177377-B001), PO Box 2680, Conway, NH 03818, in the amount of \$129,000.00 to enhance Potter Road's bridge resiliency. 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	<u>SFY 2025</u>
Activity Code: 23BRIC 2023		\$129,000.00

EXPLANATION

The purpose of this grant is for the Town of Conway to develop and design alternatives that incorporate nature-based solutions for enhancing Potter Road's bridge resiliency to address road washouts. 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.

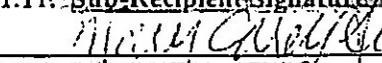
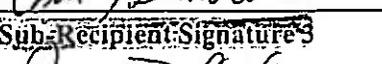
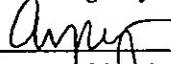
Respectfully submitted,


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 Conway (177377-B001)		1.4. Sub-Recipient Address PO Box 2680, Conway, NH 03818	
1.5 Sub-Recipient Tel. # 603- 447- 3811 ext. 221	1.6. Account Number AU #43930000	1.7. Completion Date September 23, 2027	1.8. Grant Limitation \$129,000.00
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 		1.12. Name & Title of Sub-Recipient Signor 1 AMY NEWBURY, Director of Administration	
Sub-Recipient Signature 2 		Name & Title of Sub-Recipient Signor 2 CARL J. THIBODEAU, vice chair	
Sub-Recipient Signature 3 		Name & Title of Sub-Recipient Signor 3 JOHN D. COLBURN	
1.13. State Agency Signature(s) By:  On: 2/18/25		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: 03/04/2025			
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").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

Subrecipient Initials: 1.) 

2.) 

3.) 

Date: 1/21/2025

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

Subrecipient Initials: 1.) MS

2.) CP

3.) GR

Date: 1/31/2023

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

Subrecipient Initials: 1.)

M/S

2.)

opt

3.)

Date: 1/11/2005

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.) MB

2.) CD

3.) gc

Date: 1/21/2025

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.) MCS

2.) [Signature]

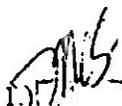
3.) [Signature]

Date: 1/31/2005

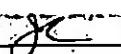
EXHIBIT B

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 Conway** (hereinafter referred to as "the Subrecipient") **\$129,000.00** to hire a consultant to develop design alternatives that incorporate nature-based solutions for enhancing Potter's Road bridge resiliency to address road washouts.
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" would use Building Resilient Infrastructure and Communities (BRIC) funding to provide technical assistances and planning services to solve repetitive flood damage to Potter Road's bridge and road wash outs that results in impeding evacuations and emergency responder's access. Specific tasks for this study would include hiring a consultant to develop design alternatives that involve nature-base solutions for increasing bridge resiliency as well as maintains the natural beauty of surrounding landscape; to incorporate stormwater management techniques (i.e., upsizing overflow bioswale/ditches); to provide hydrology & hydraulic (H&H) analysis on each design alternative; and to provide a 90 percent design submittal (final engineer designs) that include a benefit-cost analysis, feasibility study, and permitting matrix required for construction. The proposed Scope of Work (SOW) is for Project Scoping activities only and does not include any construction/implementation or ground disturbing activities. FEMA has no further EHP review requirements unless there is a change to the SOW. If, at a later date, FEMA funding is pursued for implementation or construction of the scoped project, a full review of the construction application package will be required.

Subrecipient Initials: 1.) 

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Date: 1/21/2025

EXHIBIT C

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Sub-Applicant	Grant	
	Share	(Federal Share)	Cost Totals
Project Cost	\$43,000.00	\$129,000.00	\$172,000.00
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): D6JLA8DF7525			

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$129,000.00.
- 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 \$129,000.00 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.) MCA

2.) gjt

3.) gc

Date: 1/21/2025

**Minutes of Meeting
CONWAY BOARD OF SELECTMEN
January 21, 2025**

The Selectmen's Meeting convened at 4:00 pm at Conway Town Hall with the following present: Mary Carey Seavey, Carl Thibodeau, John Colbath, Steve Porter, Town Manager John Eastman and Executive Assistant Krista Day.

PLEDGE OF ALLEGIANCE

Ms. Seavey led the Board in the Pledge of Allegiance to the Flag.

APPROVAL OF AGENDA

Ms. Seavey noted that they would be removing the non-public session.

Mr. Colbath moved, seconded by Mr. Thibodeau to approve the agenda as amended. The motion carried unanimously.

PUBLIC HEARING ON SALE OF TOWN HALL ANNEX

Ms. Seavey opened the public hearing at 4:03 pm.

Daymond Steer from the Conway Daily Sun asked if Mr. Eastman knew what they were going to use the building for.

Mr. Eastman did not know.

Ms. Seavey closed the public hearing at 4:04 pm.

AMBULANCE COMMITTEE PUBLIC FEEDBACK AND RECOMMENDATION

Chair of the Emergency Services Advisory Committee read the following:

With the town of Conway taking control of the CVFD and the contract for ambulance service coming up for renewal in 2027 it makes sense to review best options on the table moving forward. Keep in mind that the costs we are projected are in today's dollars as it will be 2 years out before anything happens. The committee really did a good job of reviewing how we have provided ambulance coverage here in Conway in the past and what should happen going forward.

In the past we have contracted with Conway Village Fire Dept. and Action Ambulance for BLS level service. The reality of it is, we have had ALS service with both units during this time. With the town having control of ambulance service for half of the town, we are not going to stop having ALS level care, but will not be a need for a contract for that portion of the town. As for Action it will continue until December of 2026.

First on the table was for contracted services for the whole town, this would be a private for profit company. We asked Action to provide us with a best guess as to what would cost for an ALS (paramedics) level operation with four units 24/7 the cost would be in the area of 3 million

dollars a year. We would have little control over personal, operations, and equipment. It was also pointed out that there would not be any revenue returned to town. All the members of the committee did not feel this would be in best interest of the town. It is important to state that Action has served us well over the years that they have been contracted for.

With town assuming the Fire Department of which contains the Ambulance service which at this time is operated at the ALS level, and is staffed 24/7. It is important to note that CVFD has over the last 30+ years has provided ALS level care. Although the town contract only required BLS the taxpayers in the village ponied up the money to make ALS happen. During this time North Conway Ambulance Service did so as well, and to Actions credit they have maintained that level of service as well. There were a number people from the public as well as committee members feel we should have what we offer in Conway response area to be the same in North Conway area as well. At this point NCFD came forward with a proposal to do what Conway has done in the past, within the NCFD response area.

WHAT WILL IT LOOK LIKE

NCFD and CFD do have a number of paramedic and AEMT level personal on board now. The cost will be in the area of 2.4 million dollars, the First all units will be staffed at the ALS level, there will two units in North Conway and two in Conway village. However, at the current charging rate it should return about 600 thousand dollars each year to the town.(There is a contract for ambulance service with Albany and Hales which would add about 180 thousand dollars to revenue as well) I would point out that Conway is 4 or 5 lowest billing rate in the state. So, there is room to raise the rates and still be on the low end of the spectrum. In order for NCFD to be involved it would require an intergovernmental agreement to be formed between the town and NCFD, which would give the town manager oversight on the budget for NCFD in so far as the ambulance operations is concerned.

For this concept to move forward It will require a vote in 2025 North Conway precinct annual meeting to commit to funding.

The committee voted unanimously for this so called Hybrid form of ambulance service to be approved.

There was discussion regarding how the committee looked at estimated costs for private ambulance vs municipal.

Private would be over 3 million dollars where as municipal would be around 2.4 million dollars and would allow for at least \$600,000 revenue to help offset cost.

There was discussion regarding an intergovernmental agreement between North Conway and the Town of Conway.

The current proposed language would be as follows:

To see if the Town will vote to support a MUNICIPAL AMBULANCE SERVICE of up to 4 ambulances for the Town of Conway beginning in 2027. This is a non-binding warrant article.

Ms. Day reviewed the members of the committee were Ray Leavitt, Nick Dukehart, Alan Tate, Joan Jacobsen, Mary Carey Seavey, Steve Porter, Chief Merrill, Chief McCarthy, Chief Remington, John Eastman, and alternates David Weathers and Linda Burns.

Chief Remington explained that they spent meetings looking at options and prices and was supportive of a cooperative intermunicipal agreement with North Conway.

Chief McCarthy stated that adding the two municipalities together is the best thing for us and everything stays local.

He noted that CVFD taxpayers had already invested in equipment over the years and felt that North Conway should invest in the initial equipment needed.

Chief Merrill noted that an intermunicipal agreement would allow for oversight of the crews and would make getting necessary supplies easier.

There was note that they would all use the same billing company.

It was explained that the wording will be vetted by Town Counsel prior to the vote.

Mr. Thibodeau moved, seconded by Mr. Colbath, to place the following on the 2025 warrant:

To see if the Town will vote to support a MUNICIPAL AMBULANCE SERVICE of up to 4 ambulances for the Town of Conway beginning in 2027. This is a non-binding warrant article.

The motion carried unanimously.

POLICE BOND WARRANT ARTICLE

Chief Mattei and Lieutenant Kelley-Scott appeared before the Board.

They reviewed the current interest rates from the Bond Bank for both a 20 year and a 25 year bond.

Chief explained that they had removed the basement from the proposed plans but had increase the square footage.

The estimated cost was now \$9,150,000.

Mr. Thibodeau asked if they had look for other funding opportunities.

Chief explained that he had but there was nothing available at the moment.

Mr. Colbath stated that he would prefer a basement.

Chief Mattei noted that the costs associated with the basement, including an elevator, were higher in the long run and instead they had increased the square footage on the ground floor.

The public hearing regarding this potential warrant article would be held on February 18, 2025.

The consensus of the Board was they would prefer a 20 year bond.

Mr. Eastman noted that they would bring the language of the bond warrant article to the next meeting to be placed on the warrant.

DISCUSSION OF WATER AND SEWER REGULATIONS

Mr. Smith explained that the two policies/regulations for water and sewer were essentially what CVFD had with the necessary changes now that the Town had taken over.

Mr. Smith noted that the Board of Selectmen would be the appeals board for abatements.

Mr. Thibodeau moved, seconded by Mr. Colbath, to adopt the water and sewer regulations as presented. The motion carried unanimously.

DISCUSSION OF BRIC GRANT FOR POTTER ROAD BRIDGE PROJECT

Mr. Smith explained that they had applied for a 75% grant for engineering and design for mitigation for the Potter Road bridge that often washes out.

The cost to the Town would be \$43,000 which would be funded through the Capital Reserve Fund for Infrastructure.

Mr. Colbath moved, seconded by Mr. Thibodeau, to accept the terms of the Building Resilient Infrastructure and Communities (BRIC) as presented in the amount of \$129,000.00 for mitigating local infrastructure (project scoping). Furthermore, the Board acknowledges that the total cost of this project will be \$172,000.00, in which the town will be responsible for a 25% match (\$43,000.00).

The motion carried unanimously.

SIGNING OF MOA BETWEEN NHDOT AND TOWN OF CONWAY FOR FOREST MANAGEMENT ACTIVITIES

Mr. Colbath moved, seconded by Mr. Thibodeau, to sign the MOA between NHDOT and Town of Conway for 2025 Forest Management Activities. The motion carried unanimously.

DISCUSSION OF CHAPTER 72 AMENDMENTS

Ryan O'Connor explained that they had been working with counsel in order to propose amendments to Chapter 72.

The purpose of Chapter 72 was to establish standards that all dwellings need to adhere to.

The proposed amendments would establish a permit program for all rental properties and establish an authority for enforcement of the ordinance.

There was discussion regarding allowing all rentals to submit self-affidavits yearly.

Mr. O'Connor noted that they are also working on more detailed checklists.

Mr. Porter moved, seconded by Mr. Colbath, to hold a public hearing regarding amendments to Chapter 72 on February 28, 2025. The motion carried unanimously.

REVIEW OF RECEIPTS

The receipts were available for review.

SIGNING OF DOCUMENTS

- a. Permanent Application for Property Tax Credits/Exemptions on Map/Lot 280-42
- b. Elderly and Disabled Tax Deferral Application on Map/Lot 262-83.277
- c. Abatement of Taxes on Map/Lot 276-232
- d. Abatement of Taxes on Map/Lot 276-233
- e. Abatement of Taxes on Map/Lot 262-83.008
- f. Abatement of Taxes on Map/Lot 250-202
- g. Abatement of Taxes on Map/Lot 251-58
- h. Abatement of Taxes on Map/Lot 273-18.1
- i. Abatement of Taxes on Map/Lot 246-59
- j. Abatement of Taxes on Map/Lot 251-59
- k. Abatement of Taxes on Map/Lot 246-65.4
- l. Abatement of Taxes on Map/Lot 251-54.102
- m. Abatement of Taxes on Map/Lot 259-111
- n. Abatement of Taxes on Map/Lot 268-137
- o. Abatement of Taxes on Map/Lot 251-60.101
- p. Abatement of Taxes on Map/Lot 251-60.102
- q. Abatement of Taxes on Map/Lot 280-42
- r. Abatement of Taxes on Map/Lot 274-50
- s. Abatement of Taxes on Map/Lot 262-83.277
- t. Abatement of Taxes on Map/Lot 274-1
- u. Abatement of Taxes on Map/Lot 264-54

Mr. Colbath moved, seconded by Mr. Thibodeau, to sign the documents listed above in a. through u. The motion carried unanimously.

CONSIDERATION OF BILLS

- a. AP Manifest dated 1/23/25
- b. Payroll dated 1/23/25

Mr. Colbath moved, seconded by Mr. Porter, to sign the AP manifest and payroll dated 1/21/25. The motion carried unanimously.

RATIFICATION OF DOCUMENTS SIGNED OUT OF SESSION

(none)

REVIEW AND CONSIDERATION OF SPECIAL EVENT APPLICATION(S)

(none)

CONSIDERATION OF MINUTES

- v. Regular and Non-Public Minutes from 1/7/2025
- w. Regular Minutes from 1/14/2025

Mr. Colbath moved, seconded by Mr. Thibodeau, to adopt the minutes listed above. The motion carried unanimously.

TOWN MANAGER REPORT

Mr. Eastman noted that they had flags taken down in Conway Village due to the winter winds.

Mr. Eastman noted that they would hopefully get an answer regarding the Town Hall Annex sale the next day.

Mr. Eastman noted the deadlines for petitioned warrant articles.

Any warrant article regarding a bond would be due on February 7, 2025.

Other petitioned warrant articles would be due on February 11, 2025.

DEPUTY TOWN MANAGER REPORT

Mr. DegliAngeli noted that the intersection project in front of the library was underway.

He noted there would be a statewide traffic signal project for timing optimization.

Mr. DegliAngeli noted that he had attended the preconstruction meeting for the roundabout project at the intersection of Route 302 and East Conway Road.

BOARD REPORTS AND COMMENTS

Mr. Thibodeau stated that the airport met the previous week and were moving forward with the runway extension project.

Mr. Colbath stated that they would be hearing from the Community Power Committee on February 4, 2025 in order to amend the warrant article slightly.

He noted that the Economic Council would be meeting the next morning.

Mr. Colbath noted that they had 7 hearings at the ZBA meeting the previous week.

Mr. Colbath noted that they had upheld the administrative decision to issue the building permit for the construction of the cell tower.

Mr. Porter noted that the Planning Board would be meeting on Thursday.

PUBLIC COMMENTS AND MEDIA QUESTIONS

Wryan Feil asked what the threshold would be for the ambulance warrant article in order for the Board to move forward with that in 2027.

Mr. Colbath explained that in his opinion, even one more vote yes than no would mean that they should move forward as it would be the will of the voters.

Ms. Seavey emphasized that this was a great thing for North Conway and Conway to be working together.

Mr. Feil asked when the amendments to Chapter 72 would be available.

Mr. O'Connor noted that they should be available by the end of the week.

Daymond Steer from the Conway Daily Sun asked if they should be more detailed about potential choices regarding ambulance service.

There was discussion regarding the work that had already been done by the committee to put forth their recommendation.

It was stated that the public could weigh in at both the Public Hearings and Deliberative.

There was discussion regarding the fees and protocol for self-affidavit for the rental certificate program.

ADJOURN

At 6:09 pm, the meeting adjourned at the call of the Chair.

Respectfully Submitted,

Krista Day
Executive Secretary



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 Conway 23 Main Street PO Box 2680 Conway, NH 03818		Member Number: 146	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716		
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2025	1/1/2026	Each Occurrence	\$ 2,000,000
				General Aggregate	\$ 10,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
<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	
	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: <i>Mary Beth Purcell</i>
			Date: 1/6/2025 mpurcell@nhprimex.org
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