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State of New Hampshire

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

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

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April 23, 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 Kensington Police Department (VC#177268-B002), Kensington, NH, for a total amount of \$36,015.00 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	Department of Safety – Division of State Police –	
	Body & Dash Camera Fund	<u>SFY25</u>
073-500580	Grants-Non-Federal – Grants to Local Gov't-State	\$36,015.00

EXPLANATION

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,

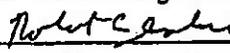
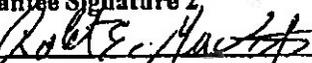
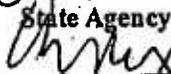
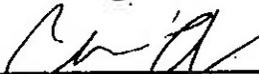


Robert L. Quinn
Commissioner of Safety

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 Hazer Drive Concord, NH 03305	
1.3. Grantee Name Town of Kensington Police Department		1.4. Grantee Address 95 Amesbury Road, Kensington, NH 03833	
1.5. Grantee Phone # (603) 772-2929	1.6. Account Number 10-2340-3840000-500580	1.7. Completion Date June 30, 2030	1.8. Grant Limitation \$36,015.00
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 Robert Solomon, Selectman	
Grantee Signature 2 		Name & Title of Grantee Signor 2 Robert Gustafson, Selectman	
Grantee Signature 3 		Name & Title of Grantee Signor 3 Sara Hamilton, Selectwoman	
1.13. State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Amy L. Newbury, Director of Administration	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: 		Assistant Attorney General, On: 07/11/2021	
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 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 30:7 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 OF 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. 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.
- 12.2. 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 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.
- 12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice of default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 12.4. **CONFLICT OF INTEREST.** No officer, member or 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, to 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 supercedes 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 B

SCOPE OF SERVICES

1. The Department of Safety, (hereinafter referred to as "the State") is awarding the **Town of Kensington Police Department** (hereinafter referred to as "the Grantee") up to **\$36,015.00** 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 30th of the final year of the local agreement. See Exhibit C 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

R.E.M.
RCS

Date

4/7/25

EXHIBIT C

GRANT AMOUNT AND METHOD OF PAYMENT

1. Grant Amount: \$36,015.00
2. Payment Schedule
 - a. "The Grantee" agrees that the total payment by "the State" under this grant agreement shall be up to \$36,015.00. This reimbursement is in accordance with Saf-C 9707.01.
 - b. "The State" shall reimburse up to \$36,015.00. to "the Grantee" upon "the State" receiving appropriate documentation of expended funds submitted and follows:
 - o the grantee will supply invoices,
 - o proof of local payment for eligible costs and,
 - o 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 R.E.H. _____ Date 4.7.25
RCS
gt

A/21/25
approved

Sullivan
Robert E. Hamilton

BOS4.7.2025

1 **Town of Kensington Board of Selectmen Meeting Minutes**

2 **Date:** April 7, 2025, **Time:** 6:33 PM **Location:** Town Hall

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4 **In Attendance:** Robert Solomon, Robert Gustafson, Sara Hamilton

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6 **Chair:** Robert Solomon called the meeting to order at 6:33 PM

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8 **Pledge of Allegiance**

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10 **Public Comment**

11 **Speaker:** Susan Porcelli

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o **Topic:** Housing bills in New Hampshire

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o **Details:** Suzanne provided detailed information on several housing bills currently being considered in the New Hampshire House and Senate. She emphasized the potential negative impact these bills could have on small towns like Kensington and Hampton Falls. The bills include changes to local zoning laws, such as reducing parking spaces for condominium developments to one space per unit, allowing commercial use in residential zoning areas, limiting minimum lot sizes, expanding accessory dwelling units (ADUs) to be attached or unattached, permitting multi-family residential development in commercially zoned land, and requiring manufactured housing to be allowed in all residential zoned areas. Suzanne stressed that these changes could override local control and have unintended consequences. She urged residents to voice their opinions and use online tools to register their positions on these bills. Suzanne also highlighted the importance of local residents being able to petition the planning and zoning board to make changes through warrant articles and votes. She concluded by encouraging everyone to make their voices heard to ensure that the concerns of small towns are considered.

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• **Department Head Reports**

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• **Police Department:**

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o **Speaker:** Chief Scott Cain

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▪ **Details:** Chief Cain discussed several key issues:

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▪ **Extended Warranty for Police Cruisers:** The department has ordered the approved cruiser and extended warranty for a police cruiser, costing approximately \$42,800.

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▪ **Lobby Window Adjustments:** Chief Cain highlighted the need for adjustments to the lobby window in the police department to improve security. He mentioned that the current setup makes it easy to see inside, which poses a security risk.

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▪ **Body Camera Grant:** The department was awarded a grant to assist with the purchase of body cameras. The total cost has increased from the initial estimate, and the grant will cover \$55,015 of the expenses. Chief Cain requested approval for the acceptance of these funds. The town awarded a warrant article to

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cover the original quote of the cameras but the pricing has increased so he pursued a grant for the remaining funds.

- **Motion:** To approve the acceptance of funds up to \$36,915 with the terms and conditions within the grant agreement, the board further acknowledges that the town is responsible for 50% of the matching funds
- **Made by:** B. Gustafson
- **Seconded by:** S. Hamilton
- **Vote:** All in favor
- **Moulton Ridge Road Tree Trimming**
- Chief Cain reported that the trimmings is going to start May-June timeframe, nothing is confirmed at this time.
- **Town of Exeter call**
- The department responded to the call of 4 armed subjects shooting a gun and officers that responded were assaulted and the subjects fled. 3 have been apprehended and one is still at large. They are known to be affiliated with a gang in Massachusetts. There is still no comments on why they were in the area and what was actually happening.

- **Fire Department:**

- **Speaker:** Jeffrey DiBartolomeo

- **Details:** Chief Jeffrey provided updates on several ongoing projects:
 - **Insulation Project:** The fire station insulation project is ongoing, with spray foam insulation being applied to various areas. This project is expected to improve energy efficiency and comfort within the station.
 - **EOC Radio Project:** The Emergency Operations Center (EOC) radio project is still in progress, with additional brackets needed for installation. The state will assist with the final installation of the radios.
 - **Radiological Emergency Response Plan:** Chief Jeffrey discussed the development of the hazard mitigation plan, which aims to identify and address potential hazards within the town. He requested approval of the plan. R. Gustafson asked if there were any specific areas of change within the document. S. Hamilton stated that there is a section in the plan for the selectboard and she asked about training. Information will be sent to the board members about the training.
 - **Motion:** To formally adopt the Radiological Emergency Response Plan.
 - **Made by:** R. Gustafson
 - **Seconded by:** S. Hamilton
 - **Vote:** All in favor

- 91 • **Town Clerk's Office:**
- 92 o **Speaker:** Sarah Wiggin
- 93 ▪ **Details:** The town clerk's office is facing upcoming changes due to
- 94 upcoming RSA 261:141 changes, some of these will be a difference in
- 95 fees and procedures. These changes will affect how documents are
- 96 processed and fees for various services. The office is working to ensure a
- 97 smooth transition and keep residents informed.
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- 99 • **Approval of Open Air Assembly Permit**
- 100 • **Speaker:** Karen Parker Feld
- 101 o **Details:** The board discussed the open air assembly permit for the farm store
- 102 concerts. The concerts are scheduled to take place throughout the summer, and the
- 103 permit ensures that all necessary regulations are met. The emergency plan will be
- 104 updated and given to the department heads and with that clarification there are no
- 105 issues with the proposed use or permitting. This is the sixth year of these concerts
- 106 being held by Crows Feet Farm. June 22nd will be the first concert.
- 107 o **Motion:** To approve the open air assembly permit for Crows Feet Farm as
- 108 discussed.
- 109 o **Made by:** R. Gustafson
- 110 o **Seconded by:** S. Hamilton
- 111 o **Vote:** All in favor
- 112 • **Recreation Committee Update**
- 113 • **Speaker:** Donna Carter
- 114 o **Details:** Donna discussed challenges in hiring coordinators and counselors for the
- 115 summer camp program. The state has implemented new rules requiring the
- 116 director to be at least 21 years old and 80% of counselors to be 18 or older. Donna
- 117 requested approval to negotiate salaries based on experience to attract qualified
- 118 candidates. B. Solomon asked if they could put a limit on the amount to offer
- 119 instead of just giving them a blanket amount. D. Carter was concerned with not
- 120 offering enough to get candidates for the positions.
- 121 o **Motion:** To hire Ms. Vidala as the coordinator at \$22-\$23 per hour for the 2025
- 122 summer camp season if summer camp is held.
- 123 o **Made by:** S. Hamilton
- 124 o **Seconded by:** R. Gustafson
- 125 o **Vote:** All in favor
- 126 o **Motion:** To allow the recreation committee to post positions at negotiable salaries
- 127 within the budget.
- 128 o **Made by:** S. Hamilton
- 129 o **Seconded by:** R. Gustafson
- 130 o **Vote:** All in favor
- 131 • **Conservation Commission Update**
- 132 • **Speaker:** Norman DeBorsbriand
- 133 o **Details:** N. DeBorsbriand thought that the Conservation Commission was
- 134 presenting something to the board. He believes that the lot line and the closed
- 135 sign have not been resolved yet. Conservation Commission was unable to meet
- 136 with the board at the last meeting and the board is looking to have a meeting with

137 everyone together. The board discussed ongoing issues with beavers and the need
138 for delineation of lot lines.

139 • **Appointments for Town Positions**

140 • **Speaker: Unspecified**

141 ○ **Details:** The board made several appointments to various town positions with
142 specified expiration dates.

143 ○ **Motion:** To appoint Matthew Armstrong as Road Manager for the Town of
144 Kensington with an expiration date of April 2026.

145 ○ **Made by:** S. Hamilton

146 ○ **Seconded by:** R. Gustafson

147 ○ **Vote:** All in favor

148 ○ **Motion:** To appoint Angelo Rignoli as Building Inspector and Code Enforcement
149 Officer with an expiration date of April 2026.

150 ○ **Made by:** S. Hamilton

151 ○ **Seconded by:** R. Gustafson

152 ○ **Vote:** All in favor

153 ○ **Motion:** To appoint Robert Fee Jr. as Electrical Inspector with an expiration date
154 of April 2026.

155 ○ **Made by:** S. Hamilton

156 ○ **Seconded by:** R. Gustafson

157 ○ **Motion:** to appoint Justin McLane to the Planning board with expiration of April
158 2028.

159 ○ **Motion by:** S. Hamilton

160 ○ **Seconded by:** R. Gustafson

161 ○ **Motion:** To appoint Mark Craig to the Zoning Board of Adjustments with
162 expiration date of April 2028

163 ○ **Made by:** S. Hamilton

164 ○ **Seconded by:** R. Gustafson

165 ○ **Vote:** All in favor

166 ○ **Motion:** To appoint William Ford to the Zoning Board of Adjustment with the
167 expiration date of April 2028.

168 ○ **Made by:** S. Hamilton

169 ○ **Seconded by:** R. Gustafson

170 ○ **Motion:** to appoint Sydnee Goddard to the Conservation Committee with
171 expiration of April 2028.

172 ○ **Motion by:** S. Hamilton

173 ○ **Seconded by:** R. Gustafson

174 ○ **Motion:** To appoint Sarah Turcott to the Kensington Recreation and Social
175 Committee with expiration date of April 2028

176 ○ **Made by:** S. Hamilton

177 ○ **Seconded by:** R. Gustafson

178 ○ **Vote:** All in favor

179 ○ **Motion:** To appoint Courtney Brady to the Kensington Recreation and Social
180 committee with the expiration date of April 2028.

181 ○ **Made by:** S. Hamilton

182 ○ **Seconded by:** R. Gustafson

- 183 ○ **Motion:** to appoint Lynne Monroe as a member of the Heritage Commission with
- 184 expiration of April 2028.
- 185 ○ **Motion by:** S. Hamilton
- 186 ○ **Seconded by:** R. Gustafson
- 187 ○ **Motion:** To appoint Steven Mallary as a member of the Heritage Commission
- 188 with expiration date of April 2028.
- 189 ○ **Made by:** S. Hamilton
- 190 ○ **Seconded by:** R. Gustafson
- 191 ○ **Vote:** All in favor
- 192 ○ **Motion:** To appoint Elaine Kaczmarek as an alternate member of the Heritage
- 193 Commission with expiration date of April 2028.
- 194 ○ **Made by:** S. Hamilton
- 195 ○ **Seconded by:** R. Gustafson
- 196 ○ **Motion:** to appoint Jeffrey DiBartolomeo as the Fire Chief, Emergency
- 197 Management Director and Fire Warden with expiration of June 30, 2026.
- 198 ○ **Motion by:** S. Hamilton
- 199 ○ **Seconded by:** R. Gustafson
- 200 • **Approval of Civic Plus Contract- Town Website**
- 201 • **Speaker:** Kathleen T Feich
- 202 ○ **Details:** Kathleen discussed the need to migrate the town's website to a new
- 203 platform provided by Civic Plus due to the current platform being discontinued.
- 204 The new platform will offer improved design capabilities, unified communication
- 205 tools, and enhanced security features. The yearly cost will be \$4,272.50. There
- 206 will be training for those who update the website by Civic Plus.
- 207 ○ **Motion:** To accept the Civic Plus quote of \$4,272.50 for website migration with
- 208 the current year cost to remain the same, new fees to be implemented in 2026.
- 209 ○ **Made by:** R. Gustafson
- 210 ○ **Seconded by:** S. Hamilton
- 211 ○ **Vote:** All in favor
- 212 • **Public Safety and Building Committee Update**
- 213 • **Speaker:** Jeffrey DiBartolomeo
- 214 ○ **Details:** Letters have been sent out to land owners, and the next meeting is
- 215 scheduled at the fire station.
- 216 • **Approval of Veteran Total Disability Tax Credit**
- 217 • **Speaker:** K. Feich
- 218 ○ **Details:** The board discussed the qualification of a resident for the total disability
- 219 tax credit. The resident has provided the necessary documentation to qualify for
- 220 the credit.
- 221 ○ **Motion:** To approve the qualified veteran for the total disability tax credit for
- 222 Map 8 Lot 35.
- 223 ○ **Made by:** S. Hamilton
- 224 ○ **Seconded by:** R. Gustafson
- 225 ○ **Vote:** All in favor
- 226
- 227
- 228

- 229 • **Approval of Form MS-232**
- 230 • **Speaker: K. Felch**
- 231 ○ The board reviewed and signed off on the MS 232 form that states all the recently
- 232 voted in appropriations. No motions were needed.
- 233 • **Approval of New Hampshire Retirement System Participation**
- 234 • **Speaker: Kathleen T Felch**
- 235 ○ **Details:** Kathleen discussed the inclusion of town employees in the New
- 236 Hampshire Retirement System. This system provides retirement benefits for
- 237 eligible employees, and the town will contribute a portion of the costs.
- 238 ○ **Motion:** To participate in the Employee New Hampshire Retirement System
- 239 effective July 1, 2025.
- 240 ○ **Made by:** S. Hamilton
- 241 ○ **Seconded by:** R. Gustafson
- 242 ○ **Vote:** All in favor
- 243 ○ S. Hamilton read the following motion:
- 244 ■ The Town of Kensington at a meeting of the Board of Selectmen of the
- 245 town of Kensington in the country of Rockingham and the State of NH,
- 246 legally called on the 7th day of April 2025, the following resolution was
- 247 offered by Kathleen T Felch, Town Administrator:
- 248 ■ Be it resolved: That the Town of Kensington will elect to approve
- 249 the inclusion of its officers and employees in the New Hampshire
- 250 Retirement System of the State of New Hampshire, as provided for
- 251 by RSA 100-A (supp), for the employees of the Town of
- 252 Kensington to be effective July 1, 2025.
- 253 ■ **Seconded by :** R. Gustafson
- 254 ■ **Vote:** All in favor.
- 255 • **Building Inspector Update:**
- 256 ○ G. Rignoli wanted the board to know that he is working on a demolition of the
- 257 building located at 183 Amesbury Road. He is in contact with the insurance
- 258 company and the homeowner.
- 259 • **PSNH Letter:**
- 260 ○ The board has to request information from the utilities so that the town can tax
- 261 them correctly. The form letter was signed by the board members.
- 262 • **Coffee Club at the Grange:**
- 263 ○ Grange would like to sponsor the coffee club for local members to get together,
- 264 this will be open to the public and the Grange would fill out the application for
- 265 them. The recreation committee has been doing a teatime with the school
- 266 children and this is different. It has nothing to do with what the recreation
- 267 committee is doing. B. Solomon believes that the recreation committee should be
- 268 talked to before signing off on this use. The board representative will bring this
- 269 use to the committee to get their thoughts.
- 270 • **Approval of Dell Technologies Bill- PD email migration**
- 271 • **Speaker: K Felch**
- 272 ○ **Details:** The board reviewed and approved the Dell Technologies bill for police
- 273 email migration. This migration is necessary to ensure secure and efficient
- 274 communication within the police department. The towns has a grant that will pay

- 275 \$5000 of the cost for 3 years and after that time the town will be responsible for
- 276 the entire amount. The total yearly cost is \$7,943.25 for the pd migration.
- 277 o **Motion:** To accept the Dell Technologies bill for \$7,943.25 for police email
- 278 migration licenses.
- 279 o **Made by:** S. Hamilton
- 280 o **Seconded by:** R. Gustafson
- 281 o **Vote:** All in favor
- 282 • **Budget Review**
- 283 • **Speaker:** Kathieen T Felch
- 284 o **Details:** Kathleen reviewed the town's budget and expenditures. She provided
- 285 detailed information on the current financial status and discussed any adjustments
- 286 needed to ensure the budget remains balanced.
- 287 • **Board member Responsibilities:**
- 288 o The board members went through the list of items and each member committed
- 289 themselves to be either liaisons or representative of the board. B. Solomon took
- 290 the chairman's responsibilities for the year.
- 291 • **Approval of Meeting Minutes**
- 292 • **Speaker:** K. Feich
- 293 o **Details:** The board reviewed and approved the meeting minutes from previous
- 294 meetings.
- 295 o **Motion:** To approve the meeting minutes from February 17 and March 3, 2025.
- 296 o **Made by:** B. Solomon
- 297 o **Seconded by:** R. Gustafson
- 298 o **Vote:** Both in favor. S. Hamilton was not at those meetings and did not vote.
- 299 o **Motion:** To approve the meeting minutes from March 24, 2025.
- 300 o **Made by:** R. Gustafson
- 301 o **Seconded by:** S. Hamilton
- 302 o **Vote:** All in favor
- 303 • **Next meetings will be held on**
- 304 o April 21, 2025
- 305 o May 5, 2025
- 306 o May 19, 2025
- 307 • **Adjournment**
- 308 o **Motion:** To adjourn the meeting.
- 309 o **Made by:** B. Solomon
- 310 o **Seconded by:** R. Gustafson
- 311 o **Vote:** All in favor
- 312 o **Time:** 8:33pm



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 Coverage 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 Kensington 95 Amesbury Road Kensington, NH 03833		Member Number: 211	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PC Box 23 Hooksett, NH 03106-9716		
X	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) Professional Liability (describe) <input type="checkbox"/> Clams <input type="checkbox"/> Made	7/1/2024	7/1/2025	Each Occurrence	\$ 2,000,000
				General Aggregate	\$ 10,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
X	Automobile Liability deductible Comp and Coll: \$1,000 Any auto	7/1/2024	7/1/2025	Combined Single Limit (Each Accident)	\$2,000,000
				Aggregate	\$10,000,000
X	Workers' Compensation & Employers' Liability	1/1/2025	1/1/2026	X Statutory	
				Each Accident	\$2,000,000
				Disease - Each Employer	\$2,000,000
				Disease - Policy Limit	
X	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	Primex ³ – NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
NH Department of Safety 33 Hazen Drive Concord, NH 03305			Case: 4/22/2025 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax