

JH

**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

1 GRANITE PLACE SOUTH
CONCORD, NEW HAMPSHIRE 03301

JOHN M. FORMELLA
ATTORNEY GENERAL



JAMES T. BOFFETTI
DEPUTY ATTORNEY GENERAL

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DEC 17 2025

November 26, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

Your Excellency and Members of the Council:

REQUESTED ACTION

Pursuant to RSA 7:6g, III authorize the New Hampshire Department of Justice (DOJ) to enter into a subgrant with the Town of Plaistow (Plaistow) (VC# 177462) in an amount not to exceed \$1,385,232 to partially fund the Plaistow Advance Life Support Regional Program (ALS Program), effective upon Governor and Executive Council approval, or January 1, 2026, whichever is later, through March 31, 2027. 100% Revolving Funds.

Funding is available as follows:

02-20-20-200010-63930000	<u>SFY 2026</u>
<u>Health Care Consumer Prot TF</u>	
073-500580, Grants to Local Gov't-State	\$1,385,232

EXPLANATION

The purpose of the grant is for Plaistow to continue operating the ALS Program, which currently supports 18 cities and towns in Rockingham County. Exeter Hospital provided the paramedic intercept program for 32 years until it was abruptly discontinued. The program was discontinued following Exeter's merger with Beth Israel Lahey Health (BILH). The Town of Plaistow Board of Selectman approved the ALS Program on December 30, 2024. The program seamlessly transitioned immediately after the Exeter paramedic intercept program ended with no interruption of paramedic services to the Seacoast. The program services 341 square miles and has a permanent population of 101,000.

The Department of Justice is requesting approval to award funding to Plaistow which will utilize the funds to continue the ALS Program in 2026. As part of the Department's recent

Her Excellency, Governor Kelly A. Ayotte
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investigations into proposed hospital mergers, the state obtained funds to be used for the benefit of healthcare consumers in New Hampshire. These funds are held in the New Hampshire Healthcare Consumer Protection Trust Fund. The state entered a Final Judgment with Exeter Hospital and Beth Israel Lahey Health in June 2023 that included a payment of \$10 million to the Trust Fund over a period of ten years. Given Exeter and BILH's abrupt discontinuance of the program, these funds will continue supporting this important program for another year.

The DOJ reviewed the abrupt discontinuation of this important service in the Fall of 2024. DOJ negotiated a settlement with BILH that required BILH to fund the Plaistow ALS Program through the end of March 2026.

Plaistow requested additional funds from the Health Care Consumer Protection Advisory Commission to assist with funding the second year of program operations. The operating budget for the second year of the program is anticipated to be \$1,731,540 for calendar year 2026. The DOJ subgrant would support no more than 80% of the budget. The remaining 20% of the program will be funded through a pay-per-use fee and any remaining funds from calendar year 2025. Plaistow understands that the ALS Program needs to be self-sustaining for continued future operation of the program. These funds, with the conditions, will provide sufficient funding for program operations through the end of March 2027 and are intended to serve as a bridge to achieve sustained funding. This is consistent with discussions with the Town of Plaistow and other stakeholders that took place in late 2024 that envisioned funding assistance for a two year start up period to ensure the program would work as intended and to give Plaistow and participating towns time to identify alternative sources of funding. Alternative sources of funding will include gradually increasing financial contributions from each participating community.

Pursuant to RSA 7:6-h, the funds for this subgrant have been approved by the Health Care Consumer Protection Advisory Commission.

Please let me know if you have any questions concerning this request. Your consideration is greatly appreciated.

Respectfully submitted,



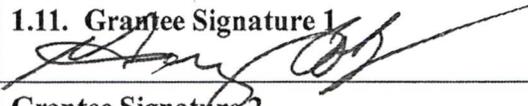
John M. Formella
Attorney General

#5319815

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 Department of Justice		1.2. State Agency Address One Granite Place South, Concord NH, 03301	
1.3. Grantee Name Town of Plaistow		1.4. Grantee Address 145 Main St, Plaistow, NH 03865	
1.5 Grantee Phone # 603-382-5200	1.6. Account Number 02-20-20-200010-63930000 073-500579	1.7. Completion Date March 31, 2027	1.8. Grant Limitation \$1,385,232
1.9. Grant Officer for State Agency Alexandra C. Sosnowski		1.10. State Agency Telephone Number 603-271-2678	
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 Gregory A. Colby, Town Manager	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) <i>Thomas D. Kaempfer</i>		1.14. Name & Title of State Agency Signor(s) Thomas D. Kaempfer, Deputy Director of Admin	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: <i>Christen Lavers</i> Assistant Attorney General, On: / / 11/25/25			
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").

Grantee Initials *CAC*
Date *11/18/2025*

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 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.
- 8.1. PERSONNEL.
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.
- 9.1. DATA: RETENTION OF DATA: ACCESS.
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,
- 9.2. computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.3. 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.
- 9.4. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.5. 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.
- 9.6. 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. 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 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 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
- 13.

Grantee Initials *OK*
Date *11-21-2025*

- 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

The following conditions are necessary to ensure contracting towns make sufficient budget requests to support the Plaistow ALS Program beyond the grant funds provided by the New Hampshire Department of Justice ("DOJ").

- A. Plaistow understands and agrees that funding from contracting towns is required to fully sustain the ALS program beginning April 1, 2027.
- B. No later than August 1, 2026, Plaistow shall develop and submit to DOJ a Funding Plan for contracting towns to financially support the ALS Program beginning no later than April 1, 2027. The Funding Plan shall be based on continued participation of all current contracted towns. Plaistow shall provide DOJ with a list of the current contracted towns. The Funding Plan shall provide sufficient financial details for contracting towns to incorporate the ALS Program expense into their respective budgets.
- C. No later than September 1, 2026, Plaistow shall send written notice to contracted towns regarding the need for town funding to support the Plaistow ALS Program beginning April 1, 2027. The notice shall inform contracted towns that sufficient funds must be included in their respective town budgets and that towns should prepare to submit necessary bond articles or warrants to ensure funding is available beginning on April 1, 2027, to support the Plaistow ALS Program. The notice shall include the Funding Plan. Plaistow shall provide DOJ with a copy of the notice sent to the contracting towns.
- D. Plaistow shall diligently work with contracted towns to ensure town budgets (or other warrants) include funding to support the Plaistow ALS Program. This includes all necessary town warrants or articles that must be voted on in March 2027.
- E. No later than December 31, 2026, Plaistow shall provide notice regarding expected termination of the existing pay-per-use contract with Plaistow to those contracting towns that fail to include or approve necessary funding for the ALS Program beyond April 1, 2027.
- F. No later than December 31, 2026, Plaistow shall provide an update to DOJ regarding which contracting towns are committed to providing funds in town budgets to support the Plaistow ALS program beginning April 1, 2027.
- G. No later than February 28, 2027, Plaistow shall provide to DOJ an update regarding which contracted towns have successfully included funds to support the Plaistow ALS Program in their town budget (or other warrants) and necessary ballot initiatives.
- H. No later than March 12, 2027, Plaistow shall provide DOJ notice regarding the results of the approved town budgets.
- I. No later than March 31, 2027, Plaistow shall develop a Revised Funding Plan and Budget based on anticipated town revenues, if necessary, to fully support the ALS Program. Plaistow shall notify contracting towns regarding the impact of the Revised Funding Plan on the ALS Program. The Revised Funding Plan may account for any other third-party sources, other than DOJ and/or the Healthcare Consumer Protection Trust Fund, who

CAE
11/20/2026

have pledged to donate funds to supplement the contracting towns' sustainable funding of the ALS Program.

- a. To the extent committed funding is insufficient to fully support the ALS Program, Plaistow shall provide to DOJ its plan to wind-down the services within 60 days and notify contracted towns. If 60 days' notice is not reasonably practicable, Plaistow shall notify the DOJ as soon as possible to prevent a public safety emergency.
- J. No later than 60 days prior to Plaistow terminating the ALS service to a town, Plaistow shall provide notice regarding termination of the existing pay-per-use contract with Plaistow to those contracting towns that fail to include or approve necessary funding for the ALS Program beyond April 1, 2027. If 60 days' notice is not reasonably practicable, Plaistow shall notify the DOJ as soon as possible to prevent a public safety emergency.
- K. The dates in Exhibit A may be modified with the mutual agreement of DOJ and Plaistow.

BAE

EXHIBIT B

- A. Project Title: Plaistow Regional Advance Life Support Program (“ALS Program” or “Grantee”)
- B. Project Period: March 1, 2026, through March 31, 2027
- C. Objectives: This grant provides funds from the NH Health Care Consumer Protection Trust Fund to support the partial operation for expenses incurred for services provided by the ALS Program. The grant funds shall be contingent on the Town of Plaistow (“Plaistow”) diligently working with contracted towns to develop a self-sustaining financial budget for the ALS Program effective April 1, 2027.
- D. Scope of Work:
- a. Plaistow shall receive a grant from the New Hampshire Department of Justice (“DOJ”) for expenses incurred for services provided for the Plaistow ALS Program. Grant Funds are contingent on requirements set forth in Exhibit A.
 - b. Grantee is required to maintain supporting documentation for all grant expenses for state funds and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least five years after the close of the project.
 - c. Grantee shall be subject to periodic audits and program reviews by DOJ. Such audits and program reviews shall be scheduled with Grantee and every attempt shall be made by Grantee to accommodate the schedule.
 - d. All correspondence and submittals shall be directed to:
NH Department of Justice
One Granite Place South
Concord, NH 03301
603-271-2678 or Alexandra.c.sosnowski@doj.nh.gov
- E. Deliverables Schedule: Quarterly performance reports are due four weeks following the end of each quarter or on a schedule in which the grant administrator provides.
- F. Reporting

- a. The Grantee shall provide quarterly written reports to the DOJ regarding the number of service calls provided, staff changes, and status of contracted towns. Grantee shall also include information on its financials and budget.

EXHIBIT C

Payment Terms

- A. In no event shall Plaistow be awarded an amount to exceed \$1,385,232, as stated in Box 1.8 as the Grant Limitation.
- B. No earlier than March 1, 2026, and once existing ALS Program funds are reduced to less than one month of its operating budget, the initial grant payment shall be made. Plaistow shall provide DOJ evidence of its current operating account to support the need for the initial grant payment. The initial grant payment of \$115,436 shall be paid in advance of expenditure reports to ensure continued operations of the ALS Program. Plaistow shall submit an expenditure report for the initial payment no later than 45 days after the initial payment is made.
- C. After the initial grant payment, Plaistow shall submit incurred expenses monthly for reimbursement by DOJ.
- D. During the Project Period, DOJ reserves the right to withhold reimbursement of any incurred expenses if the necessary requirements in Exhibit A are not completed within the deadlines provided.
- E. With sufficient reason and under limited circumstances, the Grantee may apply for an extension of the grant period listed above for up to three months. The Grantee must submit the request in writing. No extension is granted until approval is received by DOJ in writing.

CERTIFICATE OF AUTHORITY

I, Chairman William Coye of the Town of Plaistow Board of Selectmen, do hereby certify that:

- 1) The Town of Plaistow Board of Selectmen voted on November 17th, 2025, to enter into a Grant Agreement with the New Hampshire Department of Justice for the Plaistow Regional ALS Program;
- 2) The Town of Plaistow Board of Selectmen further authorizes the Town Manager, Greg Colby, to execute any documents which may be necessary for this contract;
- 3) This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof;
- 4) This authorization is valid from November 17th, 2025, until November 16th, 2026; and
- 5) The following now occupies the office indicated above.

Town of Plaistow Board of Selectmen

William Coye, Chairman
Jay DeRoche, Vice Chairman
Jonathan Gifford
Liz Kosta
Tyler Schorman

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman of the Town of Plaistow Board of Selectmen this 17 day of November 2025.

William Coye
William Coye
Chairman of the Board of Selectmen

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

On this the 17 day of November 2025, before me Elizabeth J. Hossack, the undersigned officer, personally appeared William Coye, who acknowledged their self to be the Chairman of the Town of Plaistow Board of Selectmen, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my name and official seal.

Elizabeth J. Hossack
Notary Public, State of New Hampshire
My Commission Expires July 30, 2030

Elizabeth J. Hossack
Justice of the Peace/Notary Public

Commission Expiration
Date: 07 130 12030



Town of Plaistow ♦ Board of Selectmen

145 Main Street ♦ Plaistow ♦ NH ♦ 03865

Plaistow Board of Selectmen Minutes

Date: November 17th, 2025

Meeting Called to Order: 6:03 PM

Roll Call:

Select Chairman, Mr. Coye – Present
Select Vice Chair, Mr. DeRoche – Present
Selectman, Mr. Gifford – Present
Selectwoman, Ms. Kosta – Present
Selectman Mr. Schorman – Present

Also in attendance: Town Manager, Greg Colby, & Assistant Town Manager, Jemma Lambert.

Community Power Presentation with Public Q & A

Emily Mann from ECM Power begins a PowerPoint of the program. Several residents were in the audience listening. Many questions were asked and answered. The power point presentation will be posted to the Town's website.

Greater Salem Caregivers – update

Present tonight are Alan Davis, King Lion of the Plaistow Lions, Connie Young, Director of Greater Salem Caregivers, Sal Mealey, member of the Board of Directors for GSC (Greater Salem Caregivers) and a volunteer driver, and Bob XXXXXXXXXXXXX, member of the Plaistow Lions. The program already has 10 volunteers. One will be in charge of intakes and the other nine are drivers. Rides will begin in late November. Volunteers, especially drivers, are always needed. If you have questions please reach out to Connie Young at 603-898-2850 or email at cyoung@salemcare.org. This is a great and worthwhile program.

Public Comment

Ryan Labrecque of 174 Main Street speaks. He does not understand why the Planning Boards budget was scrutinized more than any other budget especially police and fire. He states all budgets should be thoroughly scrutinized.

His next point is the lack of response from the Town for his many Right-to-Know requests. He believes this is a coordinated effort by the Board and Town Manager to withhold information. The information he is requesting should be easily accessible and required by State law.

Next, he recommends not filling the open Recreation Director position. He feels it is not important and it is time to start reducing.

He was disappointed in the lack of questions asked by the Board at the last meeting when Superintendent Krieger was discussing the school budget.

Conditional Road Acceptance (Abby Rd, Brady Circle)

Town Manager Greg Colby states the new development off North Avenue is complete, The two streets are Abby Rd and Brady Circle. When the development was planned the end goal was to make the roads town roads. The developer has made the request, it has been approved and signed off. All the work is complete. It was reviewed by Keach & Nordstrom and Highway Supervisor, Dan Garlington. The original letter of credit will be extended for two (2) years.

Select Chair asks Highway Supervisor Dan Garlington if he has any concerns with the development. Highway Supervisor Dan Garlington replies, no. He states the process of accepting the roads is really a reclassification. They are going from class VI to class V roads. This allows the town to maintain the roads. A class VI road is maintained privately.

Selectwoman Kosta motions to accept the roadways known as Abby Road and Brady Circle as described in the deed submitted by North Ave Development LLC, as Town of Plaistow Public Rights-of-Way with the following conditions:

- *The letter of Credit submitted shall be amended to have an expiration date of November 17, 2027 (2 years from acceptance).*
- *Satisfactory legal review of the proposed roadway deed.*

Seconded by Selectman DeRoche.

Vote: 5-0-0

Motion carries.

Highway Vehicle Discussion

Highway Supervisor Dan Garlington states the 2012 F350 is starting to cost a lot of money in repairs. The mileage is close to 159,000 with 12,538 hours of running time. It has been in use for 13 years. Some of the ongoing problems are:

- The check engine light is on.
- The cab corners are rotting.
- It needs new tires.
- There is a loud shuttering noise in the transmission.
- The front body mounts are junk.
- The exhaust manifolds are rotten.

He has compared new vehicles at three different dealers. He asks the Board to support the purchase of a Chevy truck and plow for a cost of \$56,971. There is enough money in the Capital Improvement Plan (CIP) to pay for the vehicle.

What will become of the current truck?

Highway Supervisor Dan Garlington recommends selling it via auction but keeping the plow as a spare. The new truck will require a few modifications such as the yellow flashing light which will add to the cost a little however there is approximately \$245,000 in the maintenance fund.

Selectman Gifford motions to authorize the purchase of a highway vehicle, including plow, for \$56,971, said sum to come from the Highway Department Capital Reserve Fund. Seconded by Selectwoman Kosta.

Vote: 5-0-0

Motion carries.

Sale of Vehicle at Auction

The Town owns a 2015 Ford Explorer. It was used as a Police Vehicle for a long time. It was repurposed to the Department of Building Safety. Since then, it had been used for two (2) different Building Inspectors. The vehicle has reached its end of life. There is a strange smell when the vehicle is driven. No one has been able to determine how to stop the odor. Highway Supervisor Dan Garlington recommends selling this vehicle at an auction.

Selectman DeRoche motions to sell the 2015 Ford Explorer at an auction. Seconded by Selectman Schorman.

Vote: 5-0-0

Motion carries.

ALS Discussion

The ALS program has been in service for almost one (1) year. Recently Town Manager Greg Colby and Fire Chief Knutsen met with the State Attorney General. Plaistow has been able to secure another grant in the amount of \$1,385,232. This grant will keep the program going from March 2026 – March 2027. The grant needs to be approved by the Governor and Council. Once that happens the Board will hold a public hearing to officially accept the grant. In the meantime, a permanent funding solution is being developed. Other towns using the program are contributing to it.

Selectman DeRoche motions for the Town of Plaistow to enter into a grant agreement for \$1,385,232 with the New Hampshire Department of Justice for the Plaistow Regional ALS Program and further authorize Greg Colby, Town Manager to execute any documents which may be necessary for this contract. Seconded by Selectman Schorman.

Vote: 5-0-0

Motion carries.

Planning Board Budget

The Board of Selectman's Planning Board budget and the budget requested by the Planning Board differ in the number of line items. Some of the line items submitted by the Planning Board are already contained in the Planning Department budget. Those line items have been removed. The Select Board also removed two line items for application Engineering, and application legal. These fall into Escrow Expenses and are a pass through. They should not be included in the budget. Such costs are borne by the applicant and are kept in separate accounts. If the money runs out the applicant pays more. If there are extra fund the money is returned to the applicant. The Town is only the agent of such funds. The Town does not make any profit on these funds. The line item for RPC Staff Support will remain in the Planning Boards budget in the amount of \$10,000. The impact fee line was reduced to zero and the master plan amount was increased. The total for the Planning Boards budget will be \$62,013.

*Selectman DeRoche motions to approve the Planning Board budget in the amount of \$62,013.
Seconded by Selectwoman Kosta.
Vote: 5-0-0
Motion carries*

Consent Agenda

1. Accounts Payable Manifests for November 5th and 6th, 2025.
2. BOS Draft Minutes of 11/03/2025.
3. Two (2) Veteran Tax Credit Applications.

Additional Items

4. One (1) Spouse Veteran Tax Credit Application.
5. Two (2) 2025 Abatement Requests

*Selectwoman Kosta motions to the consent agenda with the additional items of 4 and 5. Seconded by Selectman Schorman.
Vote called: 5-0-0
Motion carries.*

Town Manager's Report

- Attended a few meetings with employees from NH Department of Transportation regarding traffic calming. Also attended the public hearing.
- Has had several phone calls regarding the water project on Wilder Drive. The first installation is complete. The rest should move along quickly.
- Has met with many department heads and some residents.
- Attended the Veterans Day Breakfast.

Selectmen Reports

Selectman Gifford

- Attended the Veterans Day Breakfast and spent most of his time cooking. He enjoyed having the Scouts and the Leo's help with the program.
- Attended the Traffic Calming Meeting. He reminds residents they can still make comments on the NHDOT website regarding the traffic calming plan.

Selectman Schorman

- Attended the Traffic Calming Meeting.
- Attended the Ski Club information night sponsored by the Recreation Commission. The program will start in January.
- Will attend the Budget Committee Meeting tomorrow evening.

Selectwoman Kosta

- Attended the Energy Committee Meeting.
- Attended the Planning Board Meeting (workshop).
- Attended the Traffic Calming Meeting.
- Attended the Veterans Day Breakfast.

Selectman DeRoche

- Attended the last Budget Committee meeting. He will not be able to attend tomorrow's meeting however Selectman Schorman will attend in his place.
- Attended part of the Veterans Day Breakfast.
- Attended the Traffic Calming Meeting. Perhaps the Board should schedule a work session to plan what would work well.

Chair Coye

- He thanks the Plaistow Lions, the Scouts, the Historical Society and the speakers for their participation in the Veterans Day Breakfast.
- Attended the Traffic Calming Meeting.
- Attended the Recreation Commission Meeting.

Events

1. The Giving Tree will be in the Town Hall lobby soon.
2. There are Christmas Activities in process. Watch the Recreation page for more information.

The Capital Improvement Plan was mentioned. There has not been a meeting yet. The Chair is Mr. Kane.

Select Coye wishes everyone a Happy Thanksgiving. The next Select Board meeting will be on December 1, 2025.

As there is no further business before the Board, Select Chair Coye adjourned the meeting at 8:20 P.M.

Respectfully submitted,

Beth Hossack

Administrative Specialist



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.

<i>Participating Member:</i> Town of Plaistow 145 Main Street Plaistow, NH 03865	<i>Member Number:</i> 273	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716
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	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)	1/1/2025	1/1/2026	Each Occurrence	\$2,000,000
	Professional Liability (describe)	1/1/2026	1/1/2027	General Aggregate	\$10,000,000
	<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability			Combined Single Limit (Each Accident)	
	Deductible Comp and Coll:			Aggregate	
	<input type="checkbox"/> Any auto				
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	1/1/2025	1/1/2025	<input checked="" type="checkbox"/> Statutory	
		1/1/2026	1/1/2027	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: 11/24/2025 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
State of New Hampshire - Department of Justice 1 Granite Place South Concord, NH 03301			