



State of New Hampshire

141 - 6/17/26

DEPARTMENT OF SAFETY
JAMES H. HAYES BUILDING
33 HAZEN DRIVE
CONCORD, NEW HAMPSHIRE 03305
603-271-2791



EDDIE EDWARDS
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

April 30, 2026

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 award a grant to the Town of Kingston (VC# 177418-B001) in the amount of \$1,186,912.80 to replace the existing historical structure with a bridge compliant with New Hampshire Department of Transportation (NHDOT) standards, and to install bridge guardrails and stabilize the streambanks around the bridge, effective upon Governor and Council approval through April 2, 2027. **100% Federal Funds.**

Funding is available in account, Hazard Mitigation Grant Program, as follows:

	<u>FY 2026</u>
02-23-23-236010-29200000-072-500574 - Grants Federal Govt – Federal	\$1,186,912.80

EXPLANATION

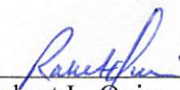
The purpose of this grant is to enable the Town of Kingston to replace an existing historic structure with a NHDOT-compliant bridge, install bridge guardrails, and stabilize streambanks surrounding the bridge.

This grant is funded through the Hazard Mitigation Grant Program (HMGP), awarded by the Federal Emergency Management Agency (FEMA) to the Department of Safety, HSEM. HMGP provides funding to subrecipients for cost-effective hazard mitigation activities that support a comprehensive mitigation program, including planning and the implementation of projects identified through natural hazard evaluations.

HMGP is funded at 90% by FEMA, with a 10% non-federal match requirement to be provided by the subrecipient. The subrecipient acknowledges and accepts this match obligation as outlined in Exhibits B and C of the grant agreement.

In the event that HMGP funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,

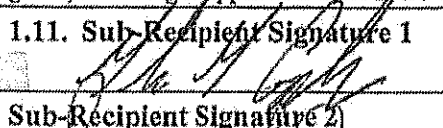
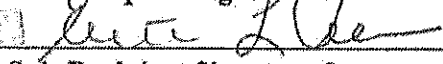





Robert L. Quinn
Commissioner of Safety

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 Kingston (177418-B001)		1.4. Sub-Recipient Address 163 Main St, Kingston, NH 03848	
1.5 Sub-Recipient Tel. # 603-642-8042	1.6. Account Number AU #29200000	1.7. Completion Date April 2, 2027	1.8. Grant Limitation \$1,186,912.80
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 Glenn G. Coppelman, Select Board Chair	
Sub-Recipient Signature 2 		Name & Title of Sub-Recipient Signor 2 Electra Alessio, Select Board Vice Chair	
Sub-Recipient Signature 3 		Name & Title of Sub-Recipient Signor 3 Laureen Szwed, Select Board Member	
1.13. State Agency Signature(s) By:  On: 5/1/26		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: 03/26/2026			
1.17. Approval by Governor and Council (if applicable) By: _____ On: / /			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly

described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

Subrecipient Initials: 1.)  2.)  3.)  Date: April 13, 2026

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

Subrecipient Initials: 1.) 

2.) 

3.) 

Date: April 13, 2026

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

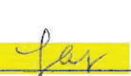
14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

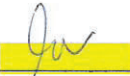
Subrecipient Initials: 1.)



2.)



3.)



Date: April 13, 2026

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

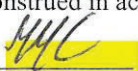
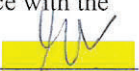


15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the

Subrecipient Initials: 1.)  2.)  3.)  Date: 

laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A

Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to “The Sub-Recipient” 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 Sub-Recipient” must be expended within thirty (30) days of receiving the advanced funds.
4. “The Sub-Recipient” 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 Sub-Recipient” has or will notify their auditor of the above requirements prior to performance of the audit. “The Sub-Recipient” 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 Sub-Recipient” will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200. “The Sub-Recipient” will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

Subrecipient Initials: 1.)



2.)



3.)



Date: April 13, 2026

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 **Community** (hereinafter referred to as “The Sub-Recipient”) **\$1,186,912.80** to replace the existing historical structure with a bridge compliant with NHDOT standards, and to install bridge guardrails and stabilize the streambanks around the bridge.
2. “The Sub-Recipient” agrees that the project grant period ends on April 2, 2027 and that a final performance and expenditure report will be sent to “The State” by May 2, 2027.
3. “The Sub-Recipient” agrees to comply with all applicable federal terms and conditions, statutes, regulations, Executive Orders, and FEMA guidance, as well as relevant state and local requirements.
4. “The Sub-Recipient” 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 10% cost share required by this grant.
5. “The Sub-Recipient” agrees to comply with the Record of Environmental Considerations.
6. “The Sub-Recipient” shall participate in a pre-construction initial site visit from FEMA at least 30 days prior to construction commencing. “The Sub-Recipient” shall participate in a closeout site visit within 30 days of informing “The State” the project is substantially complete.
7. The Town of Kingston is seeking Hazard Mitigation Grant Program (HMGP) funding to replace the preexisting Main Street Bridge crossing. The project is located at the Powwow River crossing of Main Street downstream of the Great Pond Dam. The current structure is a circa 1931 concrete rigid frame with a 10-foot span. A dam at the outlet of Great Pond lies 100 feet upstream of the crossing. The structure has inadequate hydraulic capacity for major flood events, leading to flooding of the immediate area of the crossing and of properties around the perimeter of Great Pond. Prep work would include the removal of brush and other ground debris within the project limits; no tree removal would occur. A cofferdam/de-watering system would be installed to provide a dry work area. Temporary fencing would be installed to protect the project site during construction. Staging and access would be within the existing right-of-way. Prior to construction, a stormwater pollution prevention plan (SWPPP) would be created, and any applicable permits would be obtained. Due to the presence of a viable detour route, a full roadway closure during construction would be required. Overhead utility wires run alongside the roadway over the downstream end of the structure, with a utility pole located near the southeast corner; the pole would likely require permanent relocation to accommodate the project.

The proposed project would involve removing the existing structure and replacing it with an open-bottom concrete rigid frame 26 FT x 7 FT. The wide, open-bottomed structure will allow a natural streambed to be carried through the crossing with no constriction in width. A rigid frame, footings, wingwalls, and an NHDOT compliant bridge guardrails will be installed, and the roadway approaches will be reconstructed. Geotextile fabrics and riprap would be installed along the streambanks for stabilization.

Subrecipient Initials: 1.)  2.)  3.)  Date: April 13, 2026

EXHIBIT C

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Sub-Applicant	Grant	
	Share	(Federal Share)	Cost Totals
Project Cost	\$131,879.20	\$1,186,912.80	\$1,318,792.00
Project Cost is 90% Federal Funds, 10% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Hazard Mitigation Grant Program (HMGP) 4516DRNHP00000145			
Assistance Listings Number: 97.039			
Applicant's Unique Entity Identifier (UEI): K2FDB4C1TXA5			

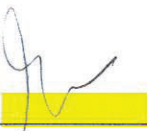
2. PAYMENT SCHEDULE

- a. "The Sub-Recipient" agrees the total payment by "The State" under this grant agreement shall be up to **\$1,186,912.80**.
- b. "The Sub-Recipient" 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 Sub-Recipient" 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 **\$1,186,912.80** to "The Sub-Recipient" 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, August 5, 2021, to the identified completion date (block 1.7).

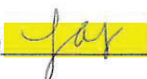
Subrecipient Initials: 1.)



2.)



3.)



Date: April 13, 2026

Kingston, New Hampshire
Board of Selectmen
April 13, 2026
PUBLIC MEETING
DRAFT MINUTES

Call to Order

The meeting was called to order at 6:00 PM.

Attendance:

Glenn Coppelman, Chair
Electra Alessio, Vice Chair
Laureen Szwed, Member
Ellen Faulconer, Member
Peter Bakie, Member

Other Attendees:

Robin Carter, Select Board Administrator
Graham Pellerin, Fire Chief
Tom Roughan, Highway Agent
Rick Russman, Energy Committee Chair

NON-PUBLIC SESSION

MOTION: by E. Alessio, to enter non-public session at 6:03 PM, per RSA 91-A:3, II (b) the hiring of any person as a public employee.

SECOND: E. Faulconer.

All in favor via roll call vote (G. Coppelman, E. Faulconer, E, Alessio, L. Szwed, P. Bakie)

The Board resumed public session at 6:15 PM.

MOTION: by E. Alessio to seal the Non-Public minutes from tonight's meeting.

SECOND: by E. Faulconer.

Motion carries 5-0

APPOINTMENTS

Main Street Bridge Grant Agreement - Tom Roughan T. Roughan said that the State has offered the Town a grant with a 90/10 match, which he was not expecting as other grants with larger matches had also been applied for. The Town has been given an extension until Spring 2027, which T. Roughan feels is adequate. After Board acceptance, the grant still has to be reviewed by Governor and Council, permits need to be pulled, the final design needs to be completed by CMA Engineering, etc. T. Roughan said that there may be no need of a further extension but that there will be opportunity to

extend the grant as long as ground has been broken. The grant is a reimbursable one and there will be a meeting after it is awarded to go over the billing structure and turnaround. L. Szwed said that she spoke to Highway Admin Lisa Perrault and that the Town was awarded \$142,000 between two grants and has \$38,000 remaining. L. Szwed said that the \$121,000 that has been expended can be reimbursed and that there should be little out of pocket money necessary. G. Coppelman stated that the Board was acknowledging the grant award which was approved by voters on 3/11/2025 (Article 18).

MOTION by E. Alessio that the Select Board, in a majority vote, accepted the terms of the Hazard Mitigation Grant Program (HMGP) as presented in the amount of \$1,186,912.80 for mitigating local infrastructure (bridge). Furthermore, the Board acknowledges that the total cost of this project will be \$1,318,792.00, in which the town will be responsible for a 10% match (\$131,879.20).

SECOND by L. Szwed.
Motion carries 5-0

The grant agreement was signed by G. Coppelman, E. Alessio and L. Szwed.

Approval of Meeting Minutes

L. Szwed noted that the property that needed clarification in the GMZ (Groundwater Management Zone) should be changed to read that it “sits between properties that are not in the GMZ”.

MOTION: by L. Szwed to approve the Public minutes of the April 6, 2026 meeting as amended.

SECOND: by E. Alessio.
MOTION carries 5-0

MOTION: by E. Alessio to approve the Non-Public minutes of the April 6, 2026 meeting as written and to seal them.

SECOND: by P. Bakie.
MOTION carries 5-0

Old Business

Hearse Shed on the Plains Cemetery Follow-Up Bob Bean, Heritage Commission Chair, was unable to attend. G. Coppelman said that he had contacted Counsel and she had some recommendations before moving forward with the Hearse House acquisition: 1) to engage a title examiner for a title search (an approximate cost of \$350); 2) to check with DES (Department of Environmental Services) to make sure there are no environmental issues with the site (this has no cost); 3) to obtain a Phase I Environmental assessment (an approximate cost of \$1,000); 4) to check with Primex to see if the Trust can be named as an additional insured; 5) to talk to the Town Assessor about whether how the property encumbered by easement would be valued. Town Counsel said that easement documents would usually be done by the current property owner but that she would process the paperwork if needed (unknown cost). L. Szwed said that the

recommendations seemed reasonable. P. Bakie asked if perhaps the Cemetery Trustees could help cover the costs and G. Coppelman said that he would ask Chair John Pramberg.

Notice Regarding 1.5% Discount A draft letter explaining that there will not be a tax discount granted for on-time tax payments was written up by Town Clerk/Tax Collector Tammy Bakie. The letter explained that “discontinuing the program helps maintain a more accurate tax rate, avoids raising additional funds, and ensures a more equitable approach for all taxpayers”. E. Alessio suggested one change in the language from saying “The discount will not be offered this year” to saying that the discount “will no longer be offered”.

MOTION: by P. Bakie to accept the language of the letter as amended.

SECOND: by E. Faulconer.

MOTION carries 5-0

Employee Timesheet Follow-up L. Szwed said that M. Federico and R. Carter sat in on a BS&A presentation regarding the roll-out of the new financial software. The implementation is targeted for the end of July. The Board agreed that with this timeline the necessity for implementing a new timesheet in the interim was moot.

Revised GMP - POET Systems (Corresp. From S. Trahan, Sanborn Head) G.

Coppelman read aloud a letter from Sanborn Head, the Town’s groundwater consultant. Sanborn Head was “seeking the Town’s permission for WaterTechs to include Property A and Property B in their sampling as part of the Groundwater Management Permit (GMP). When coordinating with WaterTechs for the sampling of POET systems for the GMP we came across a discrepancy between the GMP and the GMZ (Groundwater Management Zone)... we are requesting permission from the Town to include sampling of these locations as part of the GMP monitoring”. The Board agrees that the omission was an oversight.

MOTION: by E. Alessio that Property A and Property B continue to be identified and monitored as requested by Sanborn Head.

SECOND: by L. Szwed.

MOTION carries 5-0

PUBLIC COMMENT #1

R. Russman said that Clean Energy New Hampshire informed him that Unitil is offering an incentive for certain projects for which they will pay 90% of the cost and loan the remaining 10% at 0% interest. He has spoken with Highway Agent T. Roughan and there are many projects for which the Town could use this program, i.e. replacing the Town Hall A/C units. R. Russman will give information on a related webinar to Highway Admin L. Perrault and bring the opportunity up at the next Energy Committee meeting. He will also work with T. Roughan to get some recommendations in place.

New Business

Board Guidance on Merit Increases E. Faulconer recommended that the Board consider how to handle merit increases since employee reviews are upcoming. She asked Finance Officer M. Federico when the best time for the Board to decide on merit increases would be. M. Federico said that waiting until the end of the year is cumbersome to track and suggested a July timeframe, allowing taxes to start coming in. Any raises would be retroactive to April 1. L. Szwed will ask M. Federico what date in July would work best. G. Coppelman said that he did not necessarily think that an employee review necessitated a merit increase. E. Faulconer and L. Szwed clarified that any merit increases would not be uniform and that Department Heads could allocate as they saw fit out of the available 2% in their budget.

R. Carter will resend review paperwork to Department Heads and said that all evaluations are expected to be in by April 15. Department Heads will then hold reviews with their employees by the end of April. Recommendations will then be submitted to Human Resources and the Select Board. R. Carter will remind Department Heads to bring their self-evaluations to their reviews with liaisons. E. Faulconer said she thought that the Land Use Administrator may have been assigned to her in error. R. Carter confirmed that reviews for that position were always done by the liaison and not by Town Planner Glenn Greenwood. E. Alessio offered to do Land Use Administrator Vanessa Jette's review but R. Carter said it was too soon to do one for her. The Board decided to meet with Department Heads for reviews by the end of April and then discuss recommendations in a Non-Public session an hour before the 5/11 Board meeting.

Crede Associates, LLC Proposal for 2026 Groundwater Sampling and Monitoring This project continues the PFAS (per- and polyfluoroalkyl substances) project into its required monitoring phase under the State-issued permit with most costs already covered under the prior contract and only a minimal additional cost to the Town. The 2026 proposal represents a transition from investigation into required regulatory monitoring. G. Coppelman read aloud the cost summary of Crede's proposal: the 2025 contract work was \$77,430, the 2026 proposed work is \$19,900, the balance remaining on the 2025 contract is \$14,624, leaving a balance owed of \$3,276. E. Alessio said it seemed that the balance should be \$5,276. L. Szwed will verify figures with M. Federico.

L. Szwed asked what the procedure is if a department wants to get rid of still usable but unwanted equipment, supplies etc. These items cannot be left on the curb for free as they are technically Town property. E. Faulconer said that in the past there used to be an annual Town auction for any items and proceeds went into the General Fund. R. Carter said that Library Director Melissa Mannon may know the process as she recently got rid of some file cabinets. L. Szwed said she was certain that there is no written Kingston-specific process as she was asked to formulate one and never did. She said that Municibid has been used in the past. E. Alessio recommended having the department make a list of their unwanted items and present it at a Department Head meeting to see if another department has a need for the items.

L. Szwed asked about some line items that were over budget in the budgets sent out by M. Federico last week. E. Faulconer said that one contract-related item may not have been posted correctly. L. Szwed also questioned the Government Buildings budget as the Monitoring line is already at 42% and Water Testing is at \$4,000 (with a \$500 budget). E. Alessio recommended that liaisons talk to the Department Heads about discrepancies. This item will be added to next week's agenda.

L. Szwed asked when the Department Heads will be able to spend money in light of the current spending freeze. The Board has not yet lifted the requirement for expenditures over \$500 to be approved by the Board. E. Faulconer noted that there is still a significant amount of money to be given to the School. M. Federico will be attending the Select Board meeting every third week and these matters will be discussed at that time.

Liaison Reports

E. Faulconer said that the Conservation Commission met and had some questions regarding when comments had to be in on a project. E. Faulconer checked with G. Greenwood and the Commission does not have to provide comments for Liberty Commons until after they meet with them at their next meeting. E. Faulconer said that they had a good design review meeting with the Commission and have made some changes since then.

P. Bakie had no Highway updates but passed on to L. Szwed that she should communicate with Police Chief Joel Johnson about having the snowmobile gates to Kingston State Park closed for the season.

E. Alessio said that the issue on Smallpox Road regarding the septic reserve area was clarified at the last Planning Board meeting. She also said that Liberty Commons gave an update. She commented that for the size of the project (130 units with 240 bedrooms) there will be little environmental impact. She said that the Town did not take jurisdiction as yet but would soon. She also said that Mr. Pellegrino came before the Planning Board to request the remainder of the bond money (\$44,000) for Lefevre Drive. E. Alessio said that he presented only partial paperwork allegedly representing court documents. E. Alessio spoke on behalf of the Select Board and said that no monies would be released at this time and recommended that Mr. Pellegrino provide full court documentation to R. Carter. The Planning Board did not take action on the matter. The bond money is to be held in the event that the contractor does not finish the road and with rising costs, \$44,000 may not even be enough. E. Faulconer noted that there is also a certain period after which the road is finished when the bond would continue to be held to prove the durability of the road.

G. Coppelman asked T. Roughan for an update on the Recycling & Solid Waste RFP (Request for Proposal). T. Roughan said four vendors have been contacted and he has heard back from one. There will be a bidders' conference on 4/27 at which vendors will be able to ask questions before drafting proposals. L. Szwed asked who was running the meeting and it was decided that the Select Board would and that T. Roughan would

be in attendance. Highway Admin L. Perrault will prepare bullet points for discussion. T. Roughan noted that many roads in Town are private (E. Alessio noted that Liberty Commons is self-contained) and said it was possible that vendors may ask for a waiver of liability for servicing these roadways. R. Carter said she would work with T. Roughan and L. Perrault on an outline of the event for Board review.

P. Bakie thanked the Highway Department for mounting the Boston Post Cane display in the Town Hall auditorium.

G. Coppelman asked what the Board thought of meeting an hour before the next Board meeting to recognize the efforts of Town volunteers for National Volunteer Appreciation Week. Members felt that there would not be enough advance notice and that the summer barbecue would be preferable. R. Carter will draft a thank-you letter for each liaison to read aloud at each one of their meetings.

L. Szwed said that three people are requesting impact fee data from M. Federico: AAFCPAs, Plodzick & Sanderson and Building Inspector/Code Enforcement Officer Pedro Avila. P. Avila is trying to update the Town population and census data. R. Carter said clarified that if an impact fee was paid that it represents a new structure and the data can be used to calculate the census. R. Carter said that T. Bakie has also been working on the census and that Assessing Coordinator Tori Dobrowolski has done a detailed report so she thinks P. Avila may be asking M. Federico for information as a way to check figures. E. Faulconer will ask P. Avila what data is missing and if he can get it without involving M. Federico. L. Szwed and E. Faulconer agreed that the current auditors and AAFCPAs should be working together and not involving M. Federico.

L. Szwed asked for an update on the contract with CPA firm AAFCPAs and G. Coppelman said that he had received comments back from Counsel. The comments were passed out to members for review. There were three spots in the contract where the Board asked for "Commonwealth of Massachusetts" to be replaced with "State of New Hampshire". A few other recommendations were made by Counsel and all were accepted by the Board. R. Carter will pass on the changes and E. Faulconer suggested authorizing AAFCPAs to communicate directly with Counsel in the interest of time.

MOTION: by E. Faulconer to authorize AAFCPAs to communicate with Town Counsel to negotiate any final wording on the contract.

SECOND: by P. Bakie.

MOTION carries 5-0

L. Szwed said that the Museum is working with M. Federico per her request on the timing of invoices for the work authorized by warrant article to minimize impact to cash flow. E. Alessio objected to affecting cash flow at this time and E. Faulconer noted that the money is coming out of a capital reserve fund. P. Bakie said he was concerned that money is being taken from a fund (Building Fund) that is not being replenished. E. Faulconer said that because of some of the tax impact issues and the tax cap that future warrant articles taking funds out of funds should be phrased to say that they will not pass unless a corresponding article putting money in the fund also passes. E. Alessio

suggested finding out if payments can be made directly from the Trustees to pay the Museum invoices rather than go through the General Fund and L. Szwed will ask.

Board Business

Board Action Item List Review The list was reviewed/updated.

Other Board Matters

L. Szwed asked if the Board wanted to update the Board initiatives and accomplishments document and they did. R. Carter will bring a copy to the next meeting for review.

Financial and Administrative Matters

SoRock Request for funds follow up E. Faulconer was going to contact social service agencies requesting money but at a recent meeting Budget Committee Chair Stacy Dion said that she would. Since S. Dion is no longer volunteering for the Town, E. Faulconer has resumed the responsibility for now. Donation amounts have been reduced by 1.65% to work with the revised 2026 operating budget but E. Faulconer has not yet sent the letters as she was waiting to see when funds would be disbursed. The Board determined that paying out the donations in two payments in July and December would work best with the incoming tax payments. The social service agencies will also be notified that the Town will consider requests only with the submittal of a request letter by the party. These letters should be addressed to the Budget Committee, and the new Budget Committee Chair will assume this role. G. Coppelman will sign the letters.

Cemetery Deed This item was tabled until next week.

Assessing items for Board approval

Intent to Excavate R19-30 G. Greenwood said that no review is required on this matter by the Planning Board. The applicant had signed off.

Final Distribution of PFAS Funds The final request for disbursement of funds from the grant for the POET (point-of-entry treatment) system installation and maintenance was \$17,945.62.

MOTION: by E. Alessio to authorize the Chair to sign the request.

SECOND: by P. Bakie.

MOTION carries 5-0

Application for Facilities Use Sanborn Youth Baseball & Softball Association The group requested permission to use the Magnusson Fields from 4/13/26-6/30/26 on weekdays from 4:00 PM - 8:00 PM and on weekends from 8:00 AM - 4:00 PM. The Police and Fire Chiefs and the Highway Agent had signed off on the request. P. Bakie will talk to T. Roughan to see if there are bathrooms and R. Carter said that port-o-potties were delivered today. He will still talk to T. Roughan about how many port-o-potties are around Town. G. Coppelman said that the group is not a Town department and using the property means maintenance and potential liability. L. Szwed noted that adult

leagues pay a fee to defray some of these costs. E. Faulconer also noted that a warrant article to make essential repairs to the Magnusson Fields had been cut back and she wondered if the property were safe for use. Although the program started today, the Board wants clarification. R. Carter said that A. Zarkowsky had prepared this paperwork right away because L. Perrault had asked for it to be done. P. Bakie will check with T. Roughan on all the above issues and the Board will address this request next week.

Payroll, Invoice Review & Approval, and Purchase Orders from Finance Officer

There was a PO for Fire for \$2,510 for compressor annual maintenance to come out of the SCBA (Self-Contained Breathing Apparatus) line. The line had \$7,500 and after the payment will have \$4,990 remaining.

There was a Vendor Request from Human Services for \$1,400.

Correspondence

Invitation-Eagle Scout Court of Honor There will be a ceremony on Saturday, May 2 at 2:00 PM which G. Coppelman will attend. L. Szwed said that she has been before and it is an important event. The three Scouts mentioned, Nicholas Rimas, Kenneth Fowler and Evan Boyd, worked on two projects for both the Recreation Center and the Fire Department.

Kingston Lake Association (KLA) Clean-Up The KLA wrote a letter to the Board requesting the continued assistance of the Highway Department with clean-up of the Kingston State Park on Saturday, May 9.

MOTION: by P. Bakie to continue to assist the KLA this year.

SECOND: by E. Alessio.

MOTION carries 4-0-1 (E. Faulconer abstaining)

E. Faulconer abstained as she thought the Board should check with T. Roughan regarding his schedule and P. Bakie said that the KLA relies on the Town for this annual service.

The overall equalization ratio for tax year 2025 was 87.3%. The last evaluation was done two years ago.

Guidance from Town Counsel on Personnel Issue This matter will be discussed after G. Coppelman receives guidance from Town Counsel.

R. Carter noted that she had a few questions before she could update the Board calendar. The Monday meeting before Thanksgiving and the Monday meeting after Christmas will be cancelled. The 12/21 meeting will be a Department Head meeting. There will also be no meeting the day before the 2027 election. She will add in Budget Committee meetings at which the Select Board will be present once the Budget meeting schedule is done.

G. Coppelman noted that properties within the GMZ received letters and that Sanborn Head will be handling the recording at the Registry of Deeds.

PUBLIC COMMENT #2

None heard.

NON-PUBLIC SESSION

MOTION: by L. Szwed, to enter non-public session at 8:52 PM, per RSA 91-A:3, II (c), matters which, if discussed in public, would likely affect adversely the reputation of any person.

SECOND: E. Alessio.

All in favor via roll call vote (G. Coppelman, E. Faulconer, E, Alessio, L. Szwed, P. Bakie)

The Board resumed public session at 9:01 PM.

MOTION: by E. Alessio to seal the Non-Public session from tonight's meeting.

SECOND: by E. Faulconer.

Motion carries 5-0

G. Coppelman adjourned the meeting at 9:01 PM.

Respectfully submitted, Cynthia Mulcahy, Recording 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.

<i>Participating Member:</i> Town of Kingston 163 Main Street PO Box 716 Kingston, NH 03848	<i>Member Number:</i> 212	<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) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2025	7/1/2026	Each Occurrence	\$ 2,000,000
				General Aggregate	\$ 10,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
<input checked="" type="checkbox"/>	Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2025	7/1/2026	Combined Single Limit (Each Accident)	\$2,000,000
				Aggregate	\$10,000,000
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	1/1/2026	1/1/2027	<input checked="" type="checkbox"/> Statutory	
				Each Accident	\$2,000,000
				Disease – Each Employee	\$2,000,000
				Disease – Policy Limit	
<input checked="" type="checkbox"/>	Property (Special Risk includes Fire and Theft)	7/1/2025	7/1/2026	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
			Date: 4/9/2026 mpurcell@nhprimex.org
State of NH, Dept of Safety 33 Hazen Dr Concord, NH 03305			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax