

State of New Hampshire

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

96- 7/29/26



EDDIE EDWARDS
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

July 29, 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 to award a grant to the Town of Warner (VC#177493-B001) in the amount of \$139,355.25 to replace the existing culvert on Schoodac Road with a reinforced concrete box culvert and wing walls, effective upon Governor and Council approval through July 16, 2027. **100% Federal Funds.**

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

	<u>FY 2027</u>
02-23-23-236010-29200000-072-500574 - Grants to Local Gov't – Federal	\$139,355.25

EXPLANATION

The purpose of this grant is to provide funding to the Town of Warner to replace the existing culvert on Schoodac Road with a reinforced concrete box culvert and wing walls. The project is intended to improve the roadway's resilience to flooding, reduce the risk of future infrastructure damage, and enhance public safety by increasing the capacity of the crossing during severe weather events.

Approval of this item will enable the Town of Warner to complete a critical infrastructure improvement that will reduce future flood-related damages, protect public infrastructure, improve transportation reliability, and help ensure continued access for residents and emergency responders during severe weather events.

The grant is funded by the Hazard Mitigation Grant Program (HMGP), awarded to and administered by the Department of Safety, Division of Homeland Security and Emergency Management, with funding provided by the Federal Emergency Management Agency (FEMA). HMGP provides funding to sub-recipients for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. FEMA provides HMGP funds to states that, in turn, provide sub-grants or contracts for a variety of mitigation activities, such as planning and the implementation of projects identified through the evaluation of natural hazards.

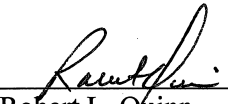
HMGP is 75% Federally funded by FEMA with a 25% match requirement supplied by the sub-recipient. The sub-recipient acknowledges their match obligation as part of Exhibits B and C to their grant agreement.

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

To make New Hampshire the safest state in the Nation with the highest quality of life for all.

Her Excellency, Governor Kelly A. Ayotte
And the Honorable Council
Page 2 of 2

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 Warner (177493-B001)		1.4. Sub-Recipient Address PO Box 265, 5 East Main St, Warner, NH 03278	
1.5 Sub-Recipient Tel. # 603- 848-5623	1.6. Account Number AU #29200000	1.7. Completion Date July 16, 2027	1.8. Grant Limitation \$139,355.25
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 4/28/26		1.12. Name & Title of Sub-Recipient Signor 1 AL HANSON Chair Selectboard	
Sub-Recipient Signature 2 4/28/26		Name & Title of Sub-Recipient Signor 2 RICHARD BEXBY OR VICE CHAIR	
Sub-Recipient Signature 3		Name & Title of Sub-Recipient Signor 3	
1.13. State Agency Signature(s) <i>Assistant Director for</i> By: On: 6/26/26		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: /s/ Colin Carroll Esq. Assistant Attorney General, On: 07/10/2026			
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: 4/28/26

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.

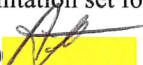
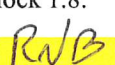
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

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: 4/28/26

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:



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

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

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

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

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

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

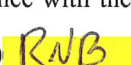
23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

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

Subrecipient Initials: 1.)



2.)



3.)

Date:



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.)



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3.)

Date: 

EXHIBIT B

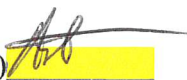
Scope of Services

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") **\$139,355.25** to upgrade the existing culvert to a new concrete box culvert with associated wing walls on Schoodac Road in Warner, New Hampshire.
2. "The Sub-Recipient" agrees that the project grant period ends on July 16, 2027 and that a final performance and expenditure report will be sent to "The State" by August 16, 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 25% 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. Project Scope of Work: The Town of Warner would use Hazard Mitigation Grant Program funding to upgrade an existing 48-inch diameter by 60-foot long metal pipe culvert with a 7-foot wide by 5-foot tall and 60-foot long concrete box culvert with associated wingwalls along Schoodac Road. Approximately 12-inches of fill would be added over the top of the culvert on the shoulders of the road.

The project would include: dredging and filling 41 SF of Palustrine Forested wetland and 96 SF within the stream bed and bank of Barclay Brook. In addition, temporary impacts to 54 SF of Palustrine Forested wetland and 335 SF within the stream bed and banks of Barclay Brook during construction. Prior to construction, removal of six trees with associated root balls would be removed in the vicinity of the wingwalls. A wetlands permit (#2023-00928) was issued by the New Hampshire Department of Environmental Services Wetland Bureau (NHDES) for this project on September 8, 2023. Site preparation such as erosion controls, turbidity controls and stockpile areas will be in accordance with the approved NHDES Wetland Permit.

Upon work completion, the project areas would be restabilized. Staging is proposed to occur within the ROW. Phased construction techniques would be utilized to maintain access during construction.

Subrecipient Initials: 1.)



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Date: 4/28/26

EXHIBIT C

Grant Amount and Payment Schedule

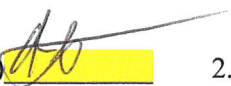
1. GRANT AMOUNT

	Sub-Applicant	Grant	
	Share	(Federal Share)	Cost Totals
Project Cost	\$46,451.75	\$139,355.25	\$185,807.00
Project Cost is 75% Federal Funds, 25% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Hazard Mitigation Grant Program (HMGP) 4740DRNHP00000035			
Assistance Listings Number: 97.039			
Applicant's Unique Entity Identifier (UEI): MEJQV7KZKXL7			

2. PAYMENT SCHEDULE

- a. "The Sub-Recipient" agrees the total payment by "The State" under this grant agreement shall be up to **\$139,355.25**.
- 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 **\$139,355.25** 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, September 14, 2023, to the identified completion date (block 1.7).

Subrecipient Initials: 1.)



2.)



3.)



Date: 4/28/26



TOWN OF WARNER

PO Box 265
Warner, New Hampshire 03278-0265
Telephone: (603) 456-2298 Fax: (603) 456-2297
Warnernh.gov administrator@warnernh.gov
selectboard@warnernh.gov

Select Board: Alfred Hanson, Chairman
Rick Bixby, Vice Chair
Michael J. Smith
Kathleen Frenette, Town Administrator

Select Board Public Meeting Minutes April 28, 2026 6:00 PM

A. 6:00 pm – Open meeting / Roll Call / Pledge of Allegiance

Chairman Alfred Hanson called the meeting to order at 6:00 PM.

Select Board Present: Alfred Hanson, Rick Bixby and Mike Smith. The Pledge of Allegiance was recited.

Public Present: Judy Newman- Rogers, Clyde Carson, Herm Blanchette, Ginger Marsh, Martha Mical, Karen Coyne, Barb Marty, John Leavitt, Russ Smith, Mr. Hastings,

B. Select Board Business:

a. Update on the Highway Garage

Herm Blanchette provided an update on the Highway Garage cleanup efforts. He explained that two trucks are in Westminster Vermont for interior repairs. He noted that two pickup trucks are currently undergoing repairs. Herm Blanchette explained that the grader and backhoe are also undergoing repairs to the hydraulic lines. Herm Blanchette spoke highly of the insurance adjusters and their motivation to resolve the issues. He thanked everyone for their support.

b. Department Heads:

i. Herm Blanchette, Grant, Schoodac Rd Barkley Brook Culvert Up Grade

Herm Blanchette spoke to the Select Board regarding a hazardous mitigation grant for Schoodac Road culvert upgrade. He stated that the grant application is due by May 5, 2026 and it is a 25/75 split. The grant total is \$185,807. Herm Blanchette stated that the town will have until next July to complete the project. The Town's portion will be \$46,451.75. He advised the Select Board that once he receives final approval from the Governor and Council a public hearing will be scheduled.

Alfred Hanson made a motion seconded by Rick Bixby to accept the terms of the hazardous mitigation grant program presented in the amount of \$139,355.25 from mitigation, the local infrastructure culvert replacement located at Barkley Brook on Schoodac Road. Furthermore the Select Board acknowledges that the total cost of this project is \$185,807 of which the Town will be responsible for 25% (\$46,451.75). Roll Call Vote Bixby YES Smith YES Hanson YES

The Select Board signed the grant application.

c. Delegation of Deposit Function Authority

Ginger Marsh distributed the revised Delegation of Deposit Function Authority language reflect that the Select Board's secretary will no longer be making deposits. Ginger Marsh asked the Select Board to sign the document. The Select Board signed the revised documentation.

d. Cell Tower Update

1 The Select Board discussed the possibility of scheduling a site visit. He explained that the specifications of
2 the tower design is needed to finalize the repeaters. The site visit / work session will be scheduled for May 6,
3 2026 at 3:00 PM at the Transfer Station

4
5 e. Land Use Position

6 Alfred Hanson stated that there have been two interested parties who have submitted applications. Alfred
7 Hanson would like to start the interview process. Barb Marty and Karen Coyne were asked to participate in
8 the interview process. Karen Coyne will attend via Zoom.

9
10 f. Gibson vs Town of Warner

11 Alfred Hanson asked Karen Coyne to recap the history of the Xenakis / Gibson issue. Karen Coyne
12 explained that there were conditions from the original subdivision. She stated that the attorneys came back
13 asserting that was too vague and they needed more clarity. Karen Coyne explained that two town attorneys
14 came back with two very different positions on the matter. She explained that Harry Seidel who at the time
15 was the ex-officio member gave the direction. She stated that at that point the language was changed and the
16 subdivision was signed off on. She encouraged the Select Board to contact her if they have any questions.

17
18 g. Ambulance Committee

19 Alfred Hanson recapped that Select Board formed an Ambulance Committee and Fire Chief John France and
20 Harry Seidel will attend the meetings. Clyde Carson stated that he attended the initial meeting last
21 Wednesday. He explained that the purpose of the committee is to figure out how the three affected towns can
22 work together to resolve the issue relating to the ambulance service / agreement that works for all three
23 communities. He noted that the existing agreement that Warner has with Hopkinton was reviewed. He
24 stated that the town of Webster is very interested in this because currently Webster does not have an
25 agreement with Hopkinton. Clyde Carson explained that he expressed that Warner would like to see more
26 transparency in the revenue numbers and receive more details into the calculations. Clyde Carson stated that
27 Warner would also like to receive statistics on the number for the Pine Rock facility.

28
29 h. 2027 Budget Season – Department Budgets

30 Alfred Hanson announced that the 2027 budget season is beginning. He stated that the Select Board will
31 provide due dates to the town department in the near future. Karen Coyne announced that the CIP process
32 will begin a month earlier this year.

33
34 C. Select Board Other Business

35 Alfred Hanson explained that Tracy Doherty (minute taker) has requested to be a part-time employee for the
36 tax purposes. Clyde Carson advised the Select Board that there would be a slight cost to the town in the
37 amount of \$400 for federal taxes and social security. Rick Bixby stated that she does good work. Alfred
38 Hanson stated that they cannot afford to lose her because the minutes are good.

39
40 **Alfred Hanson made a motion seconded by Rick Bixby to hire Tracy Doherty to continue transcribing**
41 **the minutes a pay rate of \$20/hour. Roll Call Vote Bixby YES Hanson YES Smith YES**

42
43 *Discussion on the motion:* Rick Bixby noted that others have mentioned using AI to transcribe the minutes.
44 Alfred Hanson stated that could be a discussion at a later date.

45
46 D. Public Comment

47 Ginger Marsh asked if the minute taking position needed to be posted because the Select Board is creating a
48 new position. Mike Smith stated that there is no reason why the Select Board cannot hire a part-time interim
49 person. Alfred Hanson agreed noting that the DPW has been allowed to hire part-time help without posting

1 the position. Judy Newman-Rogers explained that after the previous minute taker left there was no one who
2 was interested. Mike Smith reiterated that the Select Board can continue to use Tracy as an interim hourly
3 person. Alfred Hanson agreed clarifying that a yes vote would be to go through the procedure and a no vote
4 would be that she stays on as an interim.

5 **The Select Board voted to void the previous motion. Roll Call Vote: Bixby YES Smith NO Hanson NO**

6
7 The Board agreed to post the position, continue to contract with Tracy Doherty as an interim minute taker.
8 Alfred Hanson will look into the number of hours for minute taking for the various town boards.
9

10 Barb Marty read a statement in support of Kathy Frenette. Barb Marty also disagreed with the Select Board's
11 decision to allow Sarah McNeil to read a statement in opposition to reinstating Kathy Frenette.
12

13 Bill Hanson suggested the Select Board draft and implement a town policy regarding the use of the Town's
14 legal counsel.
15

16 John Leavitt stated that he submitted a request for non-public meeting minutes but he has not received a
17 response from the Town and he has not received the minutes.
18

19 Mr. Hastings stated that it is clear that the Select Board cannot adequately manage the Town and he stressed
20 that a Town Administrator is needed.
21

22 Steve (last name not stated) expressed his dissatisfaction with the decisions that the Select Board is making.
23 He urged the Select Board to run the town as a business and make prudent financial decisions on behalf of
24 the taxpayers. He spoke of the importance of unity because Warner is such a small town.
25

26 Rebecca Courser asked for clarification regarding a suggestion from the CNHRPC to help Warner with land
27 use issues at a rate of \$70/hour. Alfred Hanson explained that it was a suggestion for CNHRPC but in
28 speaking with Barb Marty and Karen Coyne the decision was made not to move forward with that.
29

30 **E. Consent Agenda: April 28, 2026**

31 Motion by the Warner Select Board to approve the following or previously signed: A request to the Trustees
32 of the Trust Funds for \$1,883 from the Transfer Station Facility Capital Reserve Funds to pay an invoice
33 from Culver Technologies for network equipment upgrades

34 **Alfred Hanson made a motion seconded by Rick Bixby to approve the Consent Agenda as read. Roll**
35 **Call Vote Bixby YES Hanson YES Smith Abstain**

36
37 **F. Manifest: April 28, 2026**

38 Motion for the Select Board to approve the following previously signed manifests: Accounts Payable check
39 numbers 12514 through 12515 dated 4/20/2026, in the amount of \$4,383.00. Accounts Payable check
40 numbers 12516 through 12548 dated 4/22/2026, in the amount of \$47,864.79.
41

42 Motion to authorize the Select Board to approve and order the Treasurer to sign the following manifests:
43 Accounts Payable check numbers 12549 through 12552 dated 4/28/2026, in the amount of \$64,111.41 for the
44 April 28th bi-weekly payroll deposits. Bi-weekly payroll check numbers 4236 through 4239, and direct
45 deposit check numbers E03204 through E03237 dated 4/30/2026 for a net payroll of \$48,910.13.

46 **Alfred Hanson made a motion seconded by Rick Bixby to approve the April 28, 2026 Manifest as read.**
47 **Roll Call Vote Bixby YES Hanson YES Smith Abstain**
48

1 **G. Minutes:** April 8, 2026 and April 14, 2026

2 April 8, 2026 No vote taken

3
4 April 14, 2026

5 **Alfred Hanson made a motion seconded by Rick Bixby to approve the April 14, 2026 Select Board**
6 **meeting minutes as presented. Roll Call Vote Bixby YES Hanson YES Smith Abstain**

7
8 **H. Non-Public Session** if needed (RSA 91-A:3 II (a-m))

9 None

10
11 **I. Adjournment**

12 **Rick Bixby made a motion seconded by Alfred Hanson to adjourn the meeting. Roll Call Vote Bixby**
13 **YES Hanson YES Smith YES**

14
15 The meeting adjourned at 6:55 PM

16 Respectfully submitted on 5/1/26 by Tracy Doherty

CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member:		Member Number:	Company Affording Coverage:	
Town of Warner 5 East Main Street PO Box 265 Warner, NH 03278		317	NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716	

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
☒ General Liability (Occurrence Form) Professional Liability (describe) ☐ Claims Made ☐ Occurrence	1/1/2026	1/1/2027	Each Occurrence	\$ 2,000,000
			General Aggregate	\$ 10,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
☒ Automobile Liability Deductible Comp and Coll: ☐ Any auto	1/1/2026	1/1/2027	Combined Single Limit (Each Accident)	\$2,000,000
			Aggregate	\$10,000,000
☒ Workers' Compensation & Employers' Liability	1/1/2026	1/1/2027	☒ Statutory	
			Each Accident	\$2,000,000
			Disease -- Each Employee	\$2,000,000
			Disease -- Policy Limit	
☒ Property (Special Risk includes Fire and Theft)	1/1/2026	1/1/2027	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
State of NH, Dept of Safety 33 Hazen Dr Concord, NH 03305			By: <i>Mary Beth Purcell</i>
			Date: 4/22/2026 mpurcell@nhprimex.org
			Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax