

ATTORNEY GENERAL JUN 27 '22 #11:16 RCVD
DEPARTMENT OF JUSTICE

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

JOHN M. FORMELLA
ATTORNEY GENERAL



JAMES T. BOFFETTI
DEPUTY ATTORNEY GENERAL

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June 24, 2022

His Excellency, Governor Christopher T. Sununu
And the Honorable Council
State House
Concord, NH 03301

Your Excellency and Members of the Council:

REQUESTED ACTION

Authorize the Department of Justice (DOJ) to enter into a subgrant with the Town of Lincoln, NH (Vendor #177424-B001), in an amount not to exceed \$26,098, from the American Rescue Plan Act (ARPA), to support municipalities and state agencies with activities related to relaxed COVID-19 restrictions, effective upon Governor and Executive Council through June 30, 2023. 100% Federal Funds.

Funding is available as follows:

02-20-20-201510-2459	<u>FY 2023</u>
ARPA Subgrants	
072-500574, Grants Federal	\$26,098

EXPLANATION

Due to relaxed COVID-19 rules and restrictions and increased post-pandemic demand for travel, hospitality, tourism, and other services, it is expected that the State of New Hampshire will see a heavy influx of resident and tourist activity. This increase poses a challenge to state agencies and municipalities managing large groups of tourists and crowds at events.

The Town of Lincoln will utilize funds to better address an increase in tourism and traffic that has impacted the area. Since the pandemic, tourism has risen substantially in Franconia Notch, the White Mountains National Forest, the Appalachian Trail, and other destination locations in the Town of Lincoln. Funds will be used to purchase speed signs and a message board in order to communicate safety information and important messages to the public. The new signs will provide tourists and the local community with vital information meant to keep people safe and aware of traffic laws.

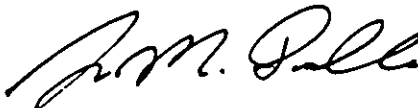
His Excellency, Governor Christopher T. Sununu
And the Honorable Council
June 24, 2022
Page 2 of 2

These are allowable uses of ARPA funds under Section 602 (c)(1) (C) for maintenance and building of critical state infrastructure necessary for government services.

In the event federal funds become no longer available, general funds will not be requested to support this program.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "J.M. Formella", written in a cursive style.

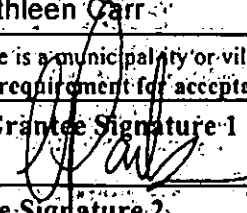
John M. Formella
Attorney General

#3599483

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions:

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol Street, Concord, NH 03301	
1.3. Grantee Name Town of Lincoln		1.4. Grantee Address PO Box 25	
1.5. Grantee Phone # 603-745-2757	1.6. Account Number 02-20-20-201510- 2459-072-5000574	1.7. Completion Date 6/30/2023	1.8. Grant Limitation \$ 26,098.00
1.9. Grant Officer for State - Agency Kathleen Carr		1.10. State Agency Telephone Number (603) 271-3658	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 CARINA PARK, TOWN MANAGER	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) Kathleen Carr		1.14. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Administration	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: <i>Takmina Rakhmatova</i> Assistant Attorney General, On: 6/16/2022			
1.16. Approval by Governor and Council (if applicable) By: _____ On: / /			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16); or, upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. **RECORDS AND ACCOUNTS.**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills, and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payroll, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions.
8. **PERSONNEL.**
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. **DATA; RETENTION OF DATA; ACCESS.**
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.4. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.5. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
10. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. **CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. **EVENT OF DEFAULT; REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1. Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2. Failure to submit any report required hereunder; or
- 11.1.3. Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4. Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1. Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2. Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3. Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4. Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 12.4. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

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- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee, nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE.**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

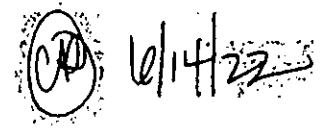
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EXHIBIT A

Scope Of Services

1. The Town of Lincoln as the Grantee (hereinafter referred to as "Subrecipient") shall be compliant at all times with the terms, conditions and specifications detailed below, which are subject to annual review.
2. The Subrecipient must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at www.lep.gov.
3. The Subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the Subrecipient on the grounds of race, color, religion, national origin, sex, age, or disability, a copy of the finding will be submitted to the New Hampshire Department of Justice, Grants Management Unit and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <http://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.
4. The Subrecipient will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for
5. Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.
6. Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. The current consultant limit is \$650 per day or \$81.25 per hour. When the rate exceeds the limit for an 8-hour day, or a proportionate hourly rate (excluding travel

and subsistence costs), a written prior approval is required. Prior approval requests require additional justification.

7. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.
8. The Subrecipient understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.
9. The Town Lincoln as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for activities related to responding to relaxed COVID-19 restrictions, specifically state agencies and municipalities in managing large groups of people and dealing with increases in tourist and other activities that may lead to unrest or other security challenges. Subgrants may include, but not be limited to, paying for safety items, funding overtime for local police departments, and increasing personnel resources.
10. All activities must occur and expenses must be incurred by the completion date of the grant specified in Paragraph 1.7
11. Subrecipient agrees and covenants that the funds will be used solely for an allowable purpose as defined in the American Rescue Plan Act for which Subrecipient has not received payment or reimbursement from any other source, defined as:
 - For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency
12. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
13. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.

14. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.

15. All correspondence and submittals shall be directed to:

NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301

EXHIBIT B

Schedule/Terms Of Payment

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation of \$26,098.00.

3a. The Subrecipient shall be awarded an amount not to exceed \$26,098 of the total Grant Limitation from Governor and Executive Council approval through June 30, 2023 with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

EXHIBIT C

Special Provisions

1. 2 CFR 200 as amended (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), are considered legally binding and enforceable documents under this contract. The DOJ reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs or withholding of funds.

2. To the extent required to comply with 2 CFR 200, Subpart F - Audit Requirements, Subrecipient shall complete an audit at the end of the Subrecipient's fiscal year ending after June 30, 2022.

The audit report shall include a schedule of prior year's questioned costs along with a response to the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit along with the audit report shall be forwarded to DOJ within one month of the time of receipt by the Subrecipient accompanied by an action plan, if applicable, for each finding or questioned cost.

3. The costs charged under this contract shall be determined as allowable under the direct cost principles detailed in 2 CFR 200 Subpart E - Cost Principles.

4. Notwithstanding paragraph 7.1 and 7.2 of the standard provisions, program and financial records pertaining to this contract shall be retained by the Subrecipient for 5 (five) years from the date of submission of the final expenditure report as per requirements from the Treasury Office of Inspector General.

5. The following paragraphs shall be added to the Grant Agreement:

"25. RESTRICTION ON ADDITIONAL FUNDING. It is understood and agreed between the parties that no portion of the "Grant" funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law."

"26. ASSURANCES/CERTIFICATIONS. The following are attached and signed: Certification Regarding Drug-Free Workplace Requirements; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension and Other Responsibility Matters; Certification Regarding the Americans With Disabilities Act Compliance; Certification Regarding Environmental Tobacco Smoke; Assurance of Compliance Nondiscrimination in Federally Assisted Programs; and Certification Regarding the Federal Funding Accountability and Transparency Compliance."

"27. COPELAND ANTI-KICKBACK ACT. All contracts in excess of \$2,000.00 for construction or repair using funds under this grant shall include a provision for compliance with Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Subrecipient, subcontractor or subSubrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Subrecipient should report all suspected violations to DOJ."

"28. PROCUREMENT. Subrecipient shall comply with all provisions of 2 CFR 200 Subpart D - Post Federal Award Requirements - Procurement Standards, with special emphasis on financial procurement (2 CFR 200 Subpart F - Audit Requirements) and property management (2 CFR 200 Subpart D - Post Federal Award Requirements - Property Standards)"

"29. CLOSE OUT OF CONTRACT. By July 15, 2023 Subrecipient shall submit a final report electronically to the DOJ grant officer by e-mail or other electronic means subsequently designated by DOJ of the uses of the grant funds through June 30, 2022, and shall break down the reporting by facility location at the town level. In the event that Subrecipient has not demonstrated that the grant funds have not been expended for allowable costs of at least the amount of this grant, the excess grant funds shall not be paid and will lapse.

Exhibit D

Drug-Free Workplace

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.); and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

Certification Regarding Drug Free Workplace

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by Subrecipients (and by inference, sub-Subrecipients and sub-Subrecipients), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a Subrecipient (and by inference, sub-Subrecipients and sub-Subrecipients) that is a state may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Subrecipients using this form should send it to:

Thomas Kaempfer
Department of Justice
33 Capitol St
Concord, NH 03301
Thomas.Kaempfer@doj.nh.gov

- (A) The Subrecipient certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Subrecipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

Exhibit E

Lobbying

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the Grant Agreement execute the following Certification:

CERTIFICATION REGARDING LOBBYING

Programs (indicate applicable program covered): American Rescue Plan Act

Contract Period: Upon Governor and Council Approval June 30, 2023

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-Subrecipient or sub-Subrecipient).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-Subrecipient or sub-Subrecipient), the undersigned shall complete and submit Standard Form LEL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Subrecipient Representative Signature

CARINA PARK

Subrecipient Name

Subrecipient's Representative Title

TOWN MANAGER

6/14/22

Date

Initials

CP

Date

6/14/22

Page 18

Exhibit F

Debarment

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the Grant Agreement execute the following Certification:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Instructions for Certification

- (1) By signing and submitting this Grant Agreement, the Subrecipient is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Subrecipient shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the DOJ determination whether to enter into this transaction. However, failure of the Subrecipient to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when DOJ determined to enter into this transaction. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DOJ may terminate this transaction for cause or default.
- (4) The Subrecipient shall provide immediate written notice to DOJ, to whom this Grant is submitted if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
- (6) The Subrecipient agrees by submitting this Grant that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOJ.
- (7) The Subrecipient further agrees by submitting this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DOJ, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A Subrecipient in a covered transaction may rely upon a certification of Subrecipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Subrecipient may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).
- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of

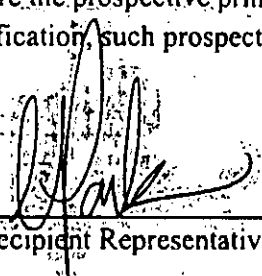
a Subrecipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- (10) Except for transactions authorized under paragraph 6 of these instructions, if a Subrecipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DOJ may terminate this transaction for cause or default.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd**

*Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions*

- (1) The Subrecipient certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining; attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Grant.


Subrecipient Representative Signature

TOWN MANAGER
Subrecipient's Representative Title:

CARINA PARK
Subrecipient Name

6/14/22
Date

Exhibit G

**CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE**

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees by signature of the Subrecipient's representative as identified in Sections 1.11 and 1.12 of the Grant Agreement, to execute the following certification:

By signing and submitting this Grant Agreement the Subrecipient agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Subrecipient Representative Signature

T.M.N. MANAGER

Subrecipient's Representative Title

CARINA PARK

Subrecipient Name

6/19/22

Date

Exhibit H

CERTIFICATION

Public Law 103-227, Part C

ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this Grant Agreement the Subrecipient certifies that it will comply with the requirements of the Act.

The Subrecipient further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all Subrecipients shall certify accordingly.

Subrecipient Representative Signature

Subrecipient's Representative Title

Subrecipient Name

Date

Exhibit I
Assurance Of Compliance Nondiscrimination In Federally Assisted Programs
OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

Town of Bristol Fire Department (hereinafter called the "Subrecipient") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Subrecipient agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Subrecipient receives Federal assistance.

Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Subrecipient by DOJ with federal CARES Act funds, this assurance obligates the Subrecipient for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Subrecipient's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by DOJ, the Subrecipient agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities.

Subrecipient Assurance

The Subrecipient shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

The Subrecipient agrees to compile and maintain information pertaining to programs or activities developed

as a result of the Subrecipient's receipt of Federal assistance from DOJ. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; and (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.

The Subrecipient agrees to submit requested data to DOJ, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Subrecipient from the use of CARES Act funds extended by DOJ upon request. Facilities of the Subrecipient (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Subrecipient's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of DOJ, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Subrecipient by DOJ including installment payments on account after such date of application for Federal assistance which are approved before such date. The Subrecipient recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Subrecipient, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Subrecipient.

Subrecipient Certification

The Subrecipient certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Subrecipient upon written request to DOJ).

Subrecipient Representative Signature

Subrecipient's Representative Title

CARINA PARK

6/14/22

Subrecipient Name

Date

Exhibit J
Certification Regarding The Federal Funding Accountability And Transparency Act
(Ffata) Compliance

The Federal Funding Accountability and Transparency Act (FFATA) requires Subrecipients of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

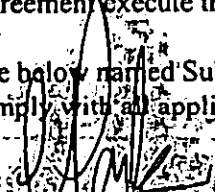
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), DOJ must report the following information for any grant award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Subrecipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have one of the Subrecipient's representative(s), as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

The below named Subrecipient agrees to provide needed information as outlined above to DOJ and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.



(Subrecipient Representative Signature)



(Subrecipient Representative Title)



(Subrecipient Name)



(Date)

**GRANT AGREEMENT EXHIBIT J cont.
CERTIFICATION**

As the Subrecipient identified in Section 1.3 of the Grant Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The UEI number for your entity is:

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Initials: OP Date: 6/14/22 16 of 18

MEETING MINUTES

MAY 16, 2022 - 5:30PM

LINCOLN TOWN HALL - 148 MAIN STREET, LINCOLN, NH

(THE RECORDING OF THIS MEETING CAN BE FOUND ON YOUTUBE)

Board of Selectmen Present: Chairman OJ Robinson, Vice Chair, Tamra Ham and Jack Daly
Staff Present: Town Manager, Carina Park, Executive Assistant, Jane Leslie and Fire Chief, Ron Beard
Public Present: Debbie Celino and Jim Welsh
Public Present via Zoom Video Conferencing: Paul Beaudin, II

I. CALL TO ORDER

Chairman Robinson called the meeting to order at 5:30 pm.

II. APPROVAL OF MEETING MINUTES FROM PREVIOUS MEETING

MOTION: "To approve the BOS meeting minutes of May 9, 2022 as amended."
Motion: Tamra Ham Second: Jack Daly All in favor.

MOTION: "To approve the BOS Non-Public meeting minutes of May 9, 2022 as presented."
Motion: Tamra Ham Second: Jack Daly All in favor.

III. 2021 ABATEMENT REQUESTS

Sebastian Hamori, 16 Landing Road, (M/L 132-016-000-00-00000)
The Assessors have adjusted the land value to be more in line with the sale price of \$150k. Previous Assessment: \$179,200 - Revised Assessment: \$185,500.

MOTION: "To grant the abatement request for the revised assessment amount of \$185,500."
Motion: OJ Robinson Second: Jack Daly All in favor.

Peter & Angela LaCoste, 3 Buck Road, (M/L 132-014-000-00-00000)
The Assessors have made adjustments to the topography and the depreciation on the house to be more in line with the market value. Previous Assessment: \$1,107,300 - Revised Assessment: \$1,074,100.

MOTION: "To grant the abatement request for the revised assessment amount of \$1,074,100."
Motion: OJ Robinson Second: Jack Daly All in favor.

David Conant, 14 Riverside Cemetery Road, (M/L 109-014-000-00-00000)
The Assessors have recommended adding functional depreciation as the interior is all original; no updates have been made, and some features are outdated. Previous assessment: \$266,400 - Revised Assessment: \$258,300.

MOTION: "To grant the abatement request for the revised assessment amount of \$258,300."
Motion: OJ Robinson Second: Jack Daly All in favor.

Edward & Elaine Whitlock, 24 Forest Drive, (M/L 116-011-000-00-00000)
Based on the Assessors review, they have recommended adding a land adjustment for the water run-off issue on the back of the property which causes seasonal wetness. Previous Assessment: \$771,800 - Revised Assessment: \$762,700.

MOTION: "To grant the abatement request for the revised assessment amount of \$762,700."

Motion: OJ Robinson Second: Jack Daly All in favor.

Gertrude & Beverly Chase, 26 Maple Street, (M/L 117-001-000-000000)

The Assessors have made adjustments to the functional depreciation and the shed values. The home needs the roof replaced, the floors are worn & peeling up, the windows are outdated and drafty, and the taxpayer is unable to take care of this at the present time. **Previous Assessment: \$99,600 – Revised Assessment: \$89,100.**

MOTION: "To grant the abatement request for the revised assessment amount of \$89,100."

Motion: OJ Robinson Second: Jack Daly All in favor.

John & Donna Currier Trustee, 36 Forest Drive, (M/L 117-101-000-00-000000)

The Assessors have adjusted the grade as the kitchen and bathrooms are more of an average construction quality. Assessors have also added a land adjustment for the water run-off issue on the back of the property. **Previous Assessment: \$797,700 – Revised Assessment: \$707,500.**

The Board questioned the \$90,200 assessment differential, and set this abatement request aside for further clarification.

Albert & Myrna Smith Trustees, 76 Loon Brook Road, (M/L 124-057-000-00-000000)

The Assessors have corrected the sketch based on the floor plan submitted resulting in less living area. The depreciation and topography have also been adjusted. **Previous Assessment: \$664,900 – Revised Assessment: \$579,500.**

MOTION: "To grant the abatement request for the revised assessment amount of \$579,500."

Motion: Tamra Ham Second: Jack Daly All in favor.

Dannalea D'Amante Trustee, 188 Black Mountain Road, (M/L 130-096-000-00-000000)

The Assessors have made adjustments to the land to account for the drainage issues. **Previous Assessment: \$881,000 – Revised Assessment: \$829,200.**

MOTION: "To grant the abatement request for the revised assessment amount of \$829,200."

Motion: OJ Robinson Second: Tamra Ham Motion carries.

Abstained: Jack Daly recused himself from the vote.

John & Donna Daly Living Trust, 186 Black Mountain Road, (M/L 124-057-000-00-000000)

The Assessors have made adjustments to the land to account for poor drainage and an improperly installed retaining wall. **Previous Assessment: \$881,600 – Revised Assessment: \$759,900.**

MOTION: "To grant the abatement request for the revised assessment amount of \$759,900."

Motion: OJ Robinson Second: Tamra Ham Motion carries.

Abstained: Jack Daly recused himself from the vote.

Abatement Request - Consolidated Communications

George Sansoucy recommends that this 2021 abatement be denied because Consolidated Communications has supplied no support for its allegations in section E and F of the abatement application allegations. Should Consolidated Communications provide new information, or if the company has misinformed the Town as to the inventory of property, Sansoucy will consider those issues when/if they arise.

MOTION: "To deny the abatement request for Consolidated Communications."

Motion: OJ Robinson

Second: Tamra Ham

All in favor.

Abatement Request – Eversource

George Sansoucy recommends that the 2021 abatement request be denied. Eversource has presented no information or appraisal to support their request, and Eversource relies upon the Department of Revenue Administration (DRA) value for its abatement which has been found to not be reliable as a valuation of public utility property by the Board of Tax and Land Appeals (BTLA). Should Eversource provide new information, or if the company has misinformed the Town as to the inventory of property, Sansoucy will consider those issues when/if they arise.

MOTION: "To deny the abatement request for Eversource."

Motion: OJ Robinson

Second: Tamra Ham

All in favor.

IV. OLD/NEW BUSINESS

Town Manager's Report

Granicus Short-Term Rental Management Contract:

Carina provided the Board with the amended contract and noted that they will be holding their first kick-off meeting with Granicus on Wednesday, May 18th.

Emergency Operation Center (EOC) Grant:

Representative Annie Kuster has selected the Town of Lincoln's application for the construction of a new Safety Services Building project and will now move on to the House Appropriations Committee for further consideration. Each Representative may request funding for up to 15 projects in their community for fiscal year 2023 (a handful of these projects may actually be funded).

NH DOT Scenic Byways Grant Program:

DOT is requesting additional application information and has extended the deadline to May 20th for submission.

NH DOT Paying:

DOT will begin resurfacing pavement between Lincoln (Mile Marker 105.9) and Franconia Notch (north/south bound). Road work will be performed during the evening hours between 6pm and 6am, Sunday through Friday.

North Country Council (NCC) – 10-Year Transportation Plan:

North Country Council is soliciting projects to be included in their 10-year Transportation Plan. Projects include the following categories: Highway Improvement, Asset Management, Bike/Pedestrian Improvements, Planning Study & Infrastructure related Travel Demand Management. Carina suggested putting in for a corridor management study for Route 112 (NCC is looking for communities with traffic data collection needs). Selectman Ham commented that she is not opposed to a traffic study, however, they need to tread lightly on this matter because the State could potentially make Rt. 112 a four (4) lane roadway which would eliminate all parking on Main Street.

Paul Beaudin commented that the Town should try to get ahead of this situation in light of the continued growth in town (Hotels, South Peak development etc.), and now may be the right time to begin looking at traffic studies which would be beneficial for future development. Selectman Daly agreed with Paul and feels that traffic is and has been an issue in town and something needs to be done sooner than later. Robinson agreed

that the town can at least apply for the traffic management study and have NCC take the lead on this project. Daly asked Carina to look into the EIS (Environmental Impact Statement) study that was previously done to see what mitigation factors were recommended at that time. Robinson commented that this could be useful information, and if North Country Council will take this project on free of charge, the Town should do it.

MOTION: "To apply for the Corridor Management Study for Main Street/Route 112 with the North Country Council."

Motion: OJ Robinson

Second: Jack Daly

Motion carries.

Nay: Tamra Ham

Loon Mountain Parking Request:

Loon Mountain has requested the use of the Kane Rec parking lot, Mansion Hill field, Community Center, and Industrial Business Park parking areas (Saturday & Sunday only) for additional parking during the Highland Games weekend (Sept. 16-18). NH Scots and Loon Mountain will be providing porta-potties, parking attendants and/or signage, and ensure all areas are cleared of trash. Robinson noted that the town has loam and other materials stored at the Mansion Hill field and these items won't be moved, but Loon is welcome to use these requested areas for parking.

Hanson Farm Road Fence:

Carina spoke with DPW Hadaway about the fencing on Hanson Farm Road. The fence was removed for the reconstruction of Hanson Farm Road. Nate explained that during the Hanson Farm Road Repair Project (2016), Town Manager Burbank had made an agreement to compensate the property owner for their share of the fencing that was *not* installed. The Town was unaware that the original site plan approval for this property required a fence along Hanson Farm Road. If the Town now builds a new fence, we would essentially be paying this property owner twice (the Board was not aware of this financial compensation). Robinson suggested that going forward Director Hadaway have a friendly discussion with the property owner to cooperatively come to a resolution.

One Love Brewery – Use of Memorial Park Gazebo:

One Love Brewery submitted a Special Event Application (see attached) for Memorial Day weekend, and is requesting the use of the Town's Gazebo on Saturday, May 28th for live music from 3pm-6pm. Chief Morris has expressed some concerns with open containers in the green, and is looking for further guidance from the Board. Selectman Daly suggested that one of the conditions for the permit approval is that One Love Brewery hire Police detail for this event. Selectman Ham would like to hear Chief Morris's concerns and recommendations for the event prior to making a motion to approve this application. The Board agreed to have Carina approve the permit if Chief Morris's concerns are all addressed.

NEW BUSINESS:

MS-535 – Financial Report of the Budget:

The Board reviewed and signed the MS-535 which is the final Financial Report for the period ending December 31, 2021.

MOTION: "To approve the MS-535 for the period ending December 31, 2021."

Motion: OJ Robinson

Second: Tamra Ham

All in favor.

Joint Lincoln – Woodstock Selectmen's Meeting:

Woodstock has a scheduling conflict with the joint BOS meeting scheduled for June and has requested a joint meeting date in July (7/11 or 7/25). Woodstock has also requested that the joint meeting be held in

Lincoln to better accommodate a larger group of people.

DOJ and Scenic Byways Grant

The Board made the following motion so that Carina can execute grant documents on behalf of the Town of Lincoln:

MOTION: "To give Town Manager Carina Park permission to execute grant documents on behalf of the Town of Lincoln."

Motion: Tamra Ham

Second: Jack Daly

All in favor.

Public Participation:

There was no public participation.

VI. NON-PUBLIC Session Pursuant to RSA 91-A:3 (III) (e) Legal

MOTION: "To go into Non-public session pursuant to RSA 91-A:3 (III) (e) Legal"

Motion: OJ Robinson

Second: Tamra Ham

All in favor.

The BOS went into Non-public session at 6:35 p.m.

MOTION: "To re-enter public session."

Motion: Tamra Ham

Second: Jack Daly

All in favor.

The Board reconvened public session at 6:56 p.m.

VII. ADJOURNMENT

After review of the weekly payables, and with no further business to attend to, the Board made the following motion:

MOTION: "To adjourn."

Motion: OJ Robinson

Second: Tamra Ham

All in favor.

The meeting adjourned at 7:00 p.m.

Jane Leslie
Respectfully Submitted,

Jane Leslie

Approval Date: May 23, 2022

O.J. Robinson
Chairman O.J. Robinson

Tamra Ham
Tamra Ham

Jack Daly
Jack Daly

May 16, 2022
Board of Selectmen's Meeting
Please PRINT Legibly

Jim Welch
(Print Name)

Debbie Celino

Jim Welch
(Sign Name)

Debbie Celino



TOWN OF LINCOLN, NH
Planning & Zoning Department
148 Main Street
PO Box 25
Lincoln, NH 03251-0025

Phone: 603-745-2757
Fax: 603-745-6743
Email: planning@lincolnnh.org
Web: www.lincolnnh.org

Request for Approval of a Special Event

Instructions to Applicant: It is the responsibility of the applicant to complete this application form as thoroughly as possible in order to enable the Planning Board to promptly review the submitted application. The applicant is encouraged to attach pertinent maps, sketches, minutes, letters, or other documents to this application and use additional blank sheets if any of descriptions below require additional space.

Date: 5-28-22

To: The Lincoln Planning Board

The undersigned, as owner or duly designated agent for the parcel(s) listed below, hereby applies for approval of the special event use described herein, including any attachments thereto.

Categorize the Special Event:

Concert Camping Craft Show Festival
Highland Games Motor Vehicle Rally Sales Other: outdoor concert

Name of the Proposed Special Event: One Love Brewery Beirgarten Bash

Description of the Special Event: (Include description of all major activities. If more room is needed please use the reverse side)

A summer celebration to start the season. We are planning a band in the gazebo from 3-6pm. Also face painting, hopefully a visit from the Fire Dept for a kid friendly safety visit.

Tax Map(s) and Lot Number(s): Map _____, Lot _____ Map _____, Lot _____

Proposed Date(s) of the Special Event: May 28th from 1-6. music from 2-5

Describe the Attendance Expected at the Special Event: (Note: the Planning Board understands that no one can accurately predict the exact attendance at a Special Event. However, the operator of the special event must propose a reasonably accurate estimate of the number of attendees expected for consideration by the Planning Board. Estimates are required for each day for a multi-day special event.)

We are hoping to have this be a community event with the music. It will most likely be small. I just wanted to be sure having the outside music is alright.

Describe the proposed parking plan being proposed for the above described special event: (Note: A plan or sketch, acceptable to the Planning Board, must be submitted with this completed application form. If off-site parking is proposed, a sketch for each proposed off-site area must be submitted and specific numbers must be designated for each parking area. For each off-site parking area, a letter of approval from the property owner, or other documentation acceptable to the Planning Board, must be submitted with this application.) Not Applicable.

Describe the proposed traffic control plan to be maintained by the applicant during the above described special event: Not Applicable.

Describe the proposed sanitary waste services to be maintained during the above described special event: Not Applicable.

Describe the proposed water supply services to be maintained during the above described special event: Not Applicable.

Describe the proposed solid waste services to be maintained during the above described special event: Not Applicable.

Describe the proposed vending activities to be conducted during the above described special event: (Note: A plan or sketch, acceptable to the Planning Board, must be submitted with this completed application form.) Not Applicable.

Describe the proposed police details to be provided by Lincoln Police Department or other law enforcement agencies: (Note: A contract with the Police Department or a letter from the Police Chief or other documentation acceptable to the Planning Board, must be submitted with this completed application form.) Not Applicable.

Describe any public areas (e.g., public or private roadways, municipal parking lots, etc.) proposed for non-traffic use during the special event: (Note: a letter of approval from the property owner, or other documentation acceptable to the Planning Board, must be submitted with this application. If a parade is scheduled on a State highway in conjunction with the special event, please attach a copy of the license issued by the State pursuant to RSA 286:2.) Not Applicable.

Describe the proposed on-site and off-site temporary signage to be utilized during the above described special event: (Note: a sketch, or sketches, or a detailed listing, acceptable to the Planning Board, must be submitted with this completed application form.) Not Applicable.

Describe any other pertinent information that the Planning Board may want to know about the Special Event Not Applicable.

Number of Years Being Requested for Approval: (Note: a "new" special event will be approved for only one (1) year on a trial basis. All other applications may be approved by the Planning Board for either 1, 2 or 3 years, or, permanently approved.)

- Trial 1-Year Approval 1 Year 2 Years 3 Years Permanent Approval

Is a completed "Abutters List" form enclosed with this submitted application?
 Yes No

Have the necessary fees been paid to the Town of Lincoln? Yes No

License Fees:

The Town shall charge the applicants permit fees based upon the following schedule:

One-Day Event

Expected Attendance

0 to 500	persons
501 to 1000	persons
1001 to 3000	persons
3001+	persons

Non-Profit Sponsor

\$50
\$50
\$50
\$50

For Profit Sponsor

\$100
\$150
\$250
\$300

Multi-Day Event

\$50 per additional day shall be added to the one-day event fee for profit making events and \$0 per additional day shall be added to the one-day event fee for nonprofit events.

Has Town Staff (Police, Fire, Public Works, Planning, Town Manager) reviewed the Special Event Plan? Yes No

Has Town Staff (Police, Fire, Public Works, Planning, Town Manager) have endorsed the Special Event Plan? Yes No

Applicant (Name Typed or Printed): Jennifer Snyder

Applicant's Address: 166 Pollard Rd, Lincoln, NH

Applicant's Phone Number: 603-531-7209

E-mail Address, if applicable: jennifer@onelovebrewery.com

Signature of the applicant: *J. Snyder*

Name of Sponsoring Organization if Applicable: One Love Brewery

Address of Sponsoring Organization: 25 South Mtn Dr, Lincoln, NH

Sponsor Phone Number: 603-745-7290

Sponsor E-mail Address or website address, if applicable: _____

For Use By The Town:

Date Application Received: _____	Initials: _____
Date Approved: _____	
Town Manager/Town Planner _____	Date _____



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex²) 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, Primex² is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex² is entitled to the categories of coverage set forth below. In addition, Primex² 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 Primex², including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex² 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 Primex². As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

Participating Member: Town of Lincoln PO Box 25 Lincoln, NH 03251		Member Number: 220	Company Affording Coverage: NH Public Risk Management Exchange - Primex ² Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
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	7/1/2021	7/1/2022	Each Occurrence	\$ 5,000,000
	7/1/2022	7/1/2023	General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible - Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined, Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.				

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex² - NH Public Risk Management Exchange
NH Department of Justice 33 Capitol St Concord, NH 03301			By: <i>Mary Beth Pinnett</i>
			Date: 6/14/2022 mpurcell@nhprimex.org
			Please direct inquiries to: Primex² Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax