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## State of New Hampshire

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

RICHARD C. BAILEY, JR.  
ASSISTANT COMMISSIONER

EDDIE EDWARDS  
ASSISTANT COMMISSIONER

ROBERT L. QUINN  
COMMISSIONER

March 24, 2022

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

### REQUESTED ACTION

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) requests authorization to enter into a grant agreement with the Town of Litchfield (VC#177673-B002 2 Liberty Way Ste 1 Litchfield, NH 03052) to purchase and install generators for critical communications for a total amount of \$25,000.00. Effective upon Governor and Council approval through August 31, 2022. Funding source: 100% Federal Funds.

Funding is available in the SFY 2022 operating budget as follows:

02-23-23-236010-80920000 Dept. of Safety – HSEM - EMPG	<u>SFY 2022</u>
072-500574 Grants to Local Gov't - Federal	\$25,000.00
Activity Code: 23EMPG 2019	

### EXPLANATION

The purpose of this grant is for the Town of Litchfield to purchase and install generators for three critical communication tower facilities to provide adequate backup power. The grant listed above is funded from the FFY 2019 Emergency Management Performance Grant (EMPG), which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The grant funds are to be used to measurably improve all-hazard planning and preparedness capabilities/activities, to include mitigation, preparedness, response, and recovery initiatives at the state and local level.

Grant guidance and applications are available to all Emergency Management Directors and other qualified organizations in the State. Subrecipients submit applications to this office, which are reviewed by the HSEM Planning Chief, Assistant Planning Chief and Field Representatives and approved by the HSEM Director. The criteria for approval are based on grant eligibility in accordance with the grant's current guidance and the documented needs of the local jurisdictions. The Emergency Management Performance Grants are 50% federally funded by FEMA with a 50% match requirement supplied by the subrecipient. The subrecipient acknowledges their match obligation as part of Exhibit C to their grant agreement.

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

Respectfully submitted,

Robert L. Quinn

**GRANT AGREEMENT**

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

**1. IDENTIFICATION AND DEFINITIONS**

<b>1.1. State Agency Name</b> NH Department of Safety, Homeland Security and Emergency Management		<b>1.2. State Agency Address</b> 33 Hazen Drive Concord, NH 03305	
<b>1.3. Subrecipient Name</b> Town of Litchfield (VC#177673-B002)		<b>1.4. Subrecipient Address</b> 2 Liberty Way Ste 1. Litchfield, NH 03052	
<b>1.5 Tel. #</b> (603) 424-4046	<b>1.6. Account Number</b> AU #80920000	<b>1.7. Completion Date</b> August 31, 2022	<b>1.8. Grant Limitation</b> \$25,000.00
<b>1.9. Grant Officer for State Agency</b> Olivia Barnhart, EMPG Program Manager		<b>1.10. State Agency Telephone Number</b> (603) 223-3639	
"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."			
<b>1.11. Subrecipient Signature 1</b> <i>Norm C. Spill</i>		<b>1.12. Name &amp; Title of Subrecipient Signor 1</b> Selectman Kevin G. Spill	
<b>Subrecipient Signature 2</b> <i>[Signature]</i>		<b>Name &amp; Title of Subrecipient Signor 2</b> Selectman F. Robert Levesque	
<b>Subrecipient Signature 3</b> <i>Kelly G. Carr</i> KMQ		<b>Name &amp; Title of Subrecipient Signor 3</b> selectman Kelly G. Carr	
<b>1.13. State Agency Signature(s)</b> By: <i>[Signature]</i> On: 3/17/22		<b>1.14. Name &amp; Title of State Agency Signor(s)</b> Steven R. Lavoie, Director of Administration	
<b>1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b>  By: _____ Director, On: 1/1			
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b> By: <i>[Signature]</i> Assistant Attorney General, On: 4/12/2022			
<b>1.17. Approval by Governor and Council (if applicable)</b>  By: _____ On: 1/1			

**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.) KL 2.) F.R.L. 3.) KQ Date: 1/10/2022

**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.

Subrecipient Initials: 1.) KL 2.) [Signature]

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"):

3.) KQ Date: 1/10/2022

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:

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.

Subrecipient Initials: 1.) KL 2.) JK

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,

3.) KL Date: 1/10/2022

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:

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

Subrecipient Initials: 1.) KL 2.) [Signature]

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.

3.) KQ Date: 1/10/2022

**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 Subrecipient” 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 Subrecipient” must be expended within thirty (30) days of receiving the advanced funds.
4. “The Subrecipient” 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 Subrecipient” has or will notify their auditor of the above requirements prior to performance of the audit. “The Subrecipient” 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 Subrecipient” will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200. “The Subrecipient” 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.) KL

2.) [Signature]

3.) KQ

Date: 1/10/2022

**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 Town of Litchfield (hereinafter referred to as "the Subrecipient") \$25,000.00 to purchase and install generators for critical communications and facilities.
2. "The Subrecipient" agrees that the project grant period ends August 31, 2022 and that a final performance and expenditure report will be sent to "the State" by September 30, 2022.
3. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. "The Subrecipient" 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 50% cost share required by this grant.

Subrecipient Initials: 1.) KL

2.) 

3.) KQ

Date: 1/10/2022

## EXHIBIT C

### Grant Amount and Payment Schedule

#### 1. GRANT AMOUNT

	<b>Applicant Share</b>	<b>Grant (Federal Funds)</b>	<b>Cost Totals</b>
Project Cost	\$25,000.00	\$25,000.00	\$50,000.00
Project Cost is 50% Federal Funds, 50% Applicant Share			
<b>Awarding Agency:</b> Federal Emergency Management Agency (FEMA)			
<b>Award Title &amp; #:</b> Emergency Management Performance Grant (EMPG) EMB-2019-EP-00003			
<b>Catalog of Federal Domestic Assistance (CFDA) Number:</b> 97.042 (EMPG)			
<b>Applicant's Data Universal Numbering System (DUNS):</b> 797959798			

#### 2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$25,000.00.
- b. "The State" shall reimburse up to \$25,000.00 to "the Subrecipient" 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).
- c. Upon Governor and Executive Council Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, October 1, 2019, to the identified completion date (block 1.7).

Subrecipient Initials: 1.) KL

2.) [Signature]

3.) KQ

Date: 1/10/2022

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Town of Litchfield, NH  
Board of Selectmen Meeting  
January 10, 2022

ORIGINAL

**In Attendance:**

**Selectmen:** F. Robert Leary, Sr., Vice Chairman; Richard W. Lascelles; Kevin A. Lynch; and Kimberly M. Queenan

**Town Administrator:** Troy Brown

**Absent:** Steven J. Webber, Chairman

**In Attendance:** Captain Thomas Scotti

**1. Call to Order:**

a. 6:30 pm - Vice-Chairman Robert Leary called sub-granted to order, followed by the Pledge of Allegiance.

**2. Review and Approval of Consent Items:**

- a. A/P Manifest: 12/21/21 - \$137,050.89
- b. P/R Manifest: 12/23/21 - \$57,791.98
- c. Veterans Tax Credit (1) - \$1,200.00
- d. Purchase Order #M-22-01 Camera Broadcast Equipment - \$22,295.00

**Motion:** (Selectman K. Queenan / Selectman R. Lascelles) Motion to accept the Review and Approval of Consent Items.

**Discussion:** Town Administrator Troy Brown mentioned that the purchase order came from the Cable Revolving Fund. IT Manager John Brunelle has a contract and secures equipment to set up the community room in the fire station. The equipment would allow LCTV to bring in a laptop and broadcast from the community room.

**Vote:** (4-0-0) The motion carried.

**3. Request for Additional Items / Other Business:**

a. None

**4. Business:**

**a. Meeting Minutes:**

i. December 22, 2021 Meeting Minutes

**Discussion:** No Discussion

**Motion:** (Selectman K. Lynch / Selectman R. Lascelles) Motion to accept the December 22, 2021, Meeting Minutes.

**Vote:** (4-0-0) The motion carried.

**b. Public Hearing - Emergency Management Performance Grant (\$50,000):**

Town Administrator Troy Brown mentioned that Captain Thomas Scotti was at the meeting, as he was the one who was the author of the grant application. He added that because the grant was for more than \$10,000, the Town of Litchfield must hold a Public Hearing. A notice was published that informed residents that the Select

Board would conduct a public hearing on Monday, January 10, 2022, at 6:30 pm at the Town Office Meeting Room, 2 Liberty Way, Litchfield, NH, to discuss acceptance of an Emergency Management Performance Grant for \$50,000 to purchase generators for the Town's Critical Communication System.

Captain Scotti commented that these were funds that were sub-granted to them by the HSCM through the State of New Hampshire. He noted that the funds were for critical infrastructure, and the Town needs standby generators in case there is a power outage. Captain Scotti stated that the grant was a matching grant, and this means that the State or Federal government supplies \$25,000, and the Town uses the \$25,000 already spent on the project as the match.

Mr. Brown stated that Mr. Brunelle wanted to be here for the presentation, but a family situation made that impossible.

Selectman Rich Lascelles asked Mr. Brown what type of plans the Town has if a resident runs out of oil, the furnace breaks, or something else was to occur. Mr. Brown stated that the Town has funds available for a situation similar to what was described. Because of the extremely cold temperatures, the Town of Litchfield would not be referring them elsewhere, and the Town would assist then work with them to get them on a regular program.

Mr. Brown said that if the community were dealing with extremely cold weather, ice storms, and a power outage for three days, the Emergency Management Director would formalize the Emergency Management Response Team. The Emergency Management Response Team would activate the plan, and Campbell High School would be used as a shelter.

Mr. Leary asked for a motion to open public comment.

**Motion:** (Selectman R. Lascelles / Selectman K. Queenan) So moved.

**Discussion:** No Discussion

**Vote:** (4-0-0) The motion carried

**Motion:** (Selectman R. Lascelles / Selectman K. Lynch) Motion to close the Public Hearing at 6:41 pm.

**Discussion:** No Discussion

**Vote:** (4-0-0) The motion carried

**Motion:** (Selectman K. Lynch / Selectman K. Queenan) Motion to accept these funds.

**Discussion:** No Discussion

**Vote:** (4-0-0) The motion carried

**c. Public Input @ 6:42:**

i. Joe Cabral, Brickyard Drive

Mr. Cabral stated that he still has residents who come up to him and tell him that they are not happy with certain things. He mentioned that one of the comments was that a resident was unhappy with Chief Fraitzl, but he would not get into that topic. The second topic was that a resident was disappointed with the utility vehicle. He noted that everyone feels that the utility vehicle should be fully marked so that residents can see the vehicle.

Mr. Brown mentioned that if the Town is going to look at marking the utility vehicle, the Board then has to mark the other Town vehicles. The Board agreed that everyone should be treated the same, except for the Police Detective vehicle.

Public Input ended at 6:46 pm.

**d. 2022 Warrant Article Review / Approval:**

Town Administrator Troy Brown updated the Warrant Articles for the Town. He noted that the Budget Committee approved all the Warrant Articles except for Article Nine, the fire engine. The Budget Committee wanted to show support for purchasing a fire engine but understood that they could not approve the Article, as it would put the Town over the tax cap.

Mr. Brown noted that the Planning Board would have four Articles, and this will cause him to renumber the Articles. The Town also received a Petition Article to increase the Veteran's Credit from \$500 to \$750. Town Clerk Theresa Briand received the Petition Article and confirmed that the signatures were from registered voters and residents of Litchfield. Mr. Brown also requested that the Select Board vote on the Operating Budget tonight, and he noted that Tuesday, January 11, 2022, is the deadline for Petition Articles.

**Article 4 - Operating Budget:**

Shall the Town vote to raise and appropriate as an operating budget, not including appropriations by special warrant articles and other appropriations voted separately, the amounts set forth in the budget posted with the warrant or as amended by the vote of the first session, for the purposes set forth therein, totaling \$7,413,037. Should this article be defeated, the default budget shall be \$7,364,547, which is the same as last year with certain adjustments required by the previous action of the Town of Litchfield or by Law; or the governing body may hold one special meeting, in accordance with RSA 40:13, X and XVI, to take up the issue of a revised operating budget only. Estimated 2022 tax rate impact: \$0.09.

**Motion:** (Selectman K. Lynch / Selectman K. Queenan) Motion to recommend Article Four - The Operating Budget.

**Discussion:** No Discussion

**Vote:** (4-0-0) The motion carried

Recommended by Board of Selectmen (4-0-0) (Chairman Webber was absent)

Recommended by Budget Committee (9-0-0)

**Article 5 - Human Services and Health Agencies:**

Shall the Town vote to raise and appropriate the sum of \$21,255 to support Human Services and Health Agencies providing services to the Town of Litchfield. Estimated 2022 tax rate impact: \$0.02.

Recommended by Board of Selectmen (5-0-0)

Recommended by Budget Committee (9-0-0)

**Article 6 - Full-Time Highway Position:**

Shall the Town vote to establish a full-time Highway position effective July 1, 2022, for an estimated annual wage, benefit, and other related costs of \$85,607 and further vote to raise and appropriate the sum of \$41,736 for wages, benefits, and other related costs for the period of July 1, 2022, to December 31, 2022. Estimated 2022 tax rate impact: \$0.03.

Recommended by Board of Selectmen (5-0-0)  
Recommended by Budget Committee (9-0-0)

**Article 7 - Full-Time School Resource Police Officer Position:**

Shall the Town vote to change the part-time School Resource Police Officer position to a full-time position effective July 1, 2022, at an estimated annual increase in wages, paid benefits, and other related costs of \$41,067 and further vote to raise and appropriate the sum of \$0.00 for wages, benefits and other related costs for the period of July 1, 2022, to December 31, 2022. Estimated 2022 tax rate impact: \$0.00.

Recommended by Board of Selectmen (5-0-0)  
Recommended by Budget Committee (9-0-0)

**Article 8 - Part-Time Clerk Position:**

Shall the Town vote to establish a part-time clerk position to assist the Town Clerk / Tax Collector effective July 1, 2022. This position would be assigned to a 20 hour work week with no paid benefits at an estimated annual wage and other related costs of \$18,323 and further vote to raise and appropriate the sum of \$9,144 for wages and other related costs for the period of July 1, 2022, to December 31, 2022. Estimated 2022 tax rate impact: \$0.01.

Recommended by Board of Selectmen (4-0-1)  
Recommended by Budget Committee (9-0-0)

**Article 9 - Fire Engine Lease Purchase:**

(CIP Plan Action YR 2022 - Replace 1995 Fire Engine)

Shall the Town vote to authorize the selectmen to enter into a five year lease-purchase agreement for the sum of \$703,984 for the purpose of lease purchasing a fire engine with equipment and attachments for the Fire Department and to raise and appropriate the sum of \$147,948 for the first year's payment for that purpose. This lease agreement contains an escape clause. Estimated 2022 tax rate impact: \$0.12.

Recommended by Board of Selectmen (5-0-0)  
Not Recommended by Budget Committee (3-6-0) (Could not recommend because of the tax cap)

**Article 10 - Property Revaluation Expendable Trust Fund:**

Shall the Town vote to raise and appropriate \$25,000 to be placed in the Property Revaluation Expendable Trust Fund established in 2021. This sum is to come from the unassigned fund balance and no amount to be raised from new taxation. Estimated 2022 tax rate impact: \$0.00.

Recommended by Board of Selectmen (4-1-0)  
Recommended by Budget Committee (6-3-0)

**Article 11 - Technology & Communication Expendable & Communication Expendable Trust Fund:**

Shall the Town vote to raise and appropriate the sum of \$12,000 to be placed in the Technology & Communication Expendable Trust Fund as previously established? This sum is to come from the unassigned fund balance and no amount to be raised from new taxation. Estimated 2022 tax rate impact: \$0.00.

Recommended by Board of Selectmen (5-0-0)

Recommended by Budget Committee (8-1-0)

**Article 12 - Fire Vehicle and Equipment Repair Expendable Repair Trust Fund:**

Shall the Town vote to raise and appropriate \$25,000 to be placed in the Fire Vehicle and Equipment Repair Expendable Trust Fund as previously established? This sum is to come from the unassigned fund balance and no amount to be raised from new taxation. Estimated 2022 tax rate impact: \$0.00.

Recommended by Board of Selectmen (4-1-0)

Recommended by Budget Committee (6-3-0)

Mr. Lascelles asked Mr. Brown what the Town would need to do regarding using an alternative funding mechanism for the purchase of a new fire engine. Mr. Brown stated that the Town learned that ARPA funds could be used to purchase police and fire equipment. The guidelines gave an example of purchasing a fire engine.

Mr. Brown mentioned that one of his concerns was keeping Article Nine on the Warrant and having most voters vote against purchasing a new fire engine. Typically 'no' means 'no,' and the Town would not be able to discuss the purchase of a fire engine for another year. But he wondered if 'no' also meant 'no' regarding the use of ARPA funds to purchase a new fire engine. Mr. Brown stated that he will reach out to legal counsel about possibly adding a sentence to the Article that reads, 'no means no does not apply to this if other funding is available.' Mr. Brown noted that he would like to know what would happen if the Article passes, but the Board then decides to use the ARPA funds instead.

**Article 13 - Public Works Expendable Trust Fund:**

Shall the Town vote to raise and appropriate the sum of \$80,000 for deposit into the Public Works Expendable Trust Fund as previously established? This sum is to come from the unassigned fund balance and no amount to be raised from new taxation. Estimated 2022 tax rate impact: \$0.00.

Recommended by Board of Selectmen (5-0-0)

Recommended by Budget Committee (7-2-0)

Mr. Brown commented that if Article 13 passes, the Town might look into purchasing a couple of used plow trucks. He noted that three plow trucks are currently out of service, and the fleet is old. Mr. Brown stated that:

- i. The 2010 International, one of the newer trucks, has an issue with the fuel system. Road Agent Kevin Brown was only able to get the truck to go about 30 mph. The truck is currently in the repair shop.
- ii. The older State surplus truck has an issue with the rear axle. Mr. Brown stated that the spring c-clamp that holds the axle together snapped and broke.
- iii. The other State surplus truck is out of service due to rust and other issues that will likely cause it not to return to the fleet.

Selectman Lascelles asked about the flash-freeze last week. Mr. Brown stated that there was an accident right when the flash-freeze occurred. One of the Town trucks was on Albuquerque and slid off the road, and the sander fell out of the truck. Once the sander fell, it snapped and was considered totaled. Mr. Brown said that the Town filed an insurance claim and secured a new sander from Massachusetts. The truck is 100% back in service.

**Article 14 - Conservation Fund Cap Amendment:**

Shall the town vote to amend the 2014 vote regarding the deposit of Land Use Change Tax funds into the

Conservation Fund to allow the balance of the Conservation Fund to accumulate up to \$2,500,000. The current limit is \$1,000,000.

Recommended by Board of Selectmen (5-0-0)

Recommended by Conservation Commission (0-0-0)

**Article 15 – Farmland Capital Reserve Fund:**

Shall the Town vote to raise and appropriate the sum of \$35,408.71 to be placed in the Farmland Capital Reserve Fund as previously established? This sum is to come from the Land Use Change Tax Fund as previously established, which represents land use change tax revenue received as of December 31, 2021, but not transferred to the Conservation Fund in accordance with the \$1,000,000 cap established in 2014. No amount to be raised from new taxation. Estimated 2022 tax rate impact: \$0.00.

Recommended by Board of Selectmen (5-0-0)

Recommended by Budget Committee (8-1-0)

Recommended by Conservation Commission (0-0-0)

**Article 16 – By Petition:**

To see if the Town will vote to increase the Veterans' Tax Credit and the All Veterans' Tax Credit from \$500 to \$750 per year? Mr. Brown said that assuming the Town has the same number of eligible recipients (400), this will cost an additional \$100,000 with an estimated 2022 tax rate impact of \$0.08.

Because of a conflict of interest, the Selectmen did not vote to recommend the Petition Article.

**d. Preliminary Discussion Regarding Personnel Policy Changes:**

Mr. Brown stated that he was only presenting the personnel policy changes and not asking the Board to act on the changes. He will bring the policies back at a later meeting for a vote.

**i. Earned Time Buyout Minimum:**

Mr. Brown reviewed the Town Buyback and the Union Buyback policies. He mentioned that the Union Buyback requires that the employees will be eligible for buyback provided that they have at least ten days remaining banked. He commented that non-union employees had sold their Earned Time back to the Town and later found themselves without any Earned Time to use when they needed it.

Mr. Brown mentioned that the Union Buyback policy works well because the employee has to leave ten days banked in case something happens. He would like the Non-Union Buyback Policy to be the same as the Union Buyback Policy regarding the ten banked days.

**ii. Two Week Notice Requirement:**

Mr. Brown reviewed the Town Two-Week Notice and the Union Two-Week Notice policies. He mentioned that the Union Buyback requires employees to provide a two-week notice, or their Earned Time Buyback would be reduced by 50%. Currently, the Non-Union employees can walk into the office and say they quit and not provide a two-week notice without a penalty. Mr. Brown described the management issues that can occur when employees do not provide proper notice.

Mr. Brown mentioned that copying the Union Two-Week Policy would provide an incentive for the employee to

provide a two-week notice and not be penalized. He noted that the Select Board would be provided language that gives them discretionary authority. If an employee cannot provide a two-week notice, the Select Board would have the authority to waive the requirement. This would be on a case-by-case basis.

Selectman Leary commented that he was not in favor of taking away 50% of something that someone has earned. He pointed out that if an employee is fired, that employee can still get all 100% of their Earned Time paid out. Ms. Queenan asked if this would only affect new employees and the older employees would be grandfathered under the current policy. Mr. Brown mentioned that this would be a revised policy, and all employees would be made aware of the revision. The policy would be effective on the date that the Select Board provided.

**e. Review Credit Card Policy:**

Mr. Brown commented that the employees would have to have check requests in the past. He noted that since the pandemic started, and everything has moved electronically, the Town has done many transactions with credit cards. The Town has \$30,000 in credit, and below are the employees who have access to a Town Credit Card.

Employee	Amount
John Brunelle	\$ 10,000.00
Ben Sargent	\$ 5,000.00
Kevin Brown	\$ 2,500.00
Frank Fraitzl	\$ 2,500.00
Karen White	\$ 2,500.00
Troy Brown	\$ 2,500.00
Vicki Varick	\$ 2,500.00
Theresa Briand	\$ 2,000.00
Gerry Pilon	\$ 500.00
Total	\$ 30,000.00

**Purpose:**

To establish those procedures under which Department Heads will control the use of the Credit Card assigned to them. These procedures are intended to accomplish the following:

1. To ensure that the procurement with credit cards is accomplished in accordance with the policy and procedures established by the Board of Selectmen.
2. To enhance productivity, significantly reduce paperwork, improve controls, and reduce the overall cost associated with small purchases.
3. To ensure appropriate internal controls are established within each department, procure with credit cards so that they are used only for authorized purchases.
4. To ensure that the Town bears no legal liability from inappropriate use of Credit Cards.

**Use of Credit Cards:**

The credit card is to be used for town purchases only. Cash advances through bank tellers or automated teller machines are prohibited.

The credit card will not be used for personal purchases of any kind. Use of the credit card for personal purchases or expenses with the intention of reimbursing the Town is prohibited.

Each credit card is embossed with the cardholder's name and shall not be lent to any other person. Cardholders are responsible for the security of the credit card. All precautions shall be used to maintain the confidentiality of the cardholder's account numbers and the expiration date of the credit card.

All purchases made with a credit card must adhere to purchasing requirements in the Town's purchasing policy.

**f. Review Fund Balance Policy:**

Town Administrator Troy Brown commented that law requires that the Town have a Fund Balance Policy. The Fund Balance has different categories:

- i. Nonspendable Fund Balance
- ii. Restricted Fund Balance
- iii. Committed Fund Balance
- iv. Assigned Fund Balance
- v. Unassigned Fund Balance

2021 Fund Balance Retention Established at Tax Rate Setting is \$2,430,296.00 or 9.68% retention.

**Uses of the Unassigned Fund Balance:**

- i. Cash flow Town's operations (school, county, Town, grants)
- ii. Avoid Tax Anticipation Notes (TAN's) - \$2k to \$4k fee plus interests 90 days & loss investment income.
- iii. Reduces Banking Fees (minimum daily balance)
- iv. Investment Interests
- v. Tax stabilization one-time capital project costs
- vi. Financial stability resulting in the stable tax rate
- vii. Creditworthiness / reduced interests on loans
- viii. Unexpected revenue losses
- ix. Unanticipated expenditures, emergencies, court orders

**Recommended Retention Guidelines by GASB and the DRA:**

- i. Maintain at least general fund operating expenditures
- ii. Department of Revenue Administration (DRA) recommends 5% to 17%, and Litchfield is currently 9.62%

The Select Board's policy is to strive to maintain an appropriate level of unassigned fund balance in its general fund equal to 8% to 12%.

**g. CMA Engineers Contract - Litchfield Landing Cooperative Feasibility Study:**

Town Administrator Troy Brown reminded the Select Board that Litchfield Landing applied for a grant, but they could not receive the grant. The grant had to be funneled through the Town. Litchfield Landing is looking to have an existing conditions study of their infrastructure in the park. The primary issue is with the water distribution, but they will also look at the sewer, the electric, and other issues.

Litchfield Landing put out an RFP and selected CMA Engineers, Inc. to do the work. The grant was for \$25,000, and CMA Engineers, Inc bid came in at \$23,900.

**Motion:** (Selectman R. Lascelles / Selectman K. Lynch) I move to authorize the Litchfield Landing Cooperative Feasibility Study to CMA Engineers, Inc. in the amount of \$23,900.00.



**Discussion:** No Discussion

**Vote:** (4-0-0) The motion carried

**h. Other Business:**

- a. None

**i. Town Administrator Report:**

Town Administrator Troy Brown mentioned that he had already reported on the plow truck accident and how they were very lucky that nobody was hurt and the truck was not damaged. Mr. Brown added that three plow trucks are out of service, and he hopes that at least one truck will be returned to the fleet.

The Budget Committee hearing is this Thursday at 7 pm. The hearing will be at the CHS auditorium.

The Town has a vacant position for a Deputy Clerk. Ms. Briand has advertised for the position and is meeting with qualified applicants.

Mr. Brown mentioned that the Town received an updated plan from the NH-DHHS regarding isolating/quarantining because of Covid-19.

**a. Persons who should isolate:**

- i. Any person who tests positive for Covid-19 or has symptoms of Covid-19 while awaiting testing - regardless of vaccination status, previous infection, or lack of symptoms.

**b. Recommended Action:**

- i. Stay home and away from others (including people in your household) for at least five days.
- ii. Isolation can end after day five if you are fever-free (off fever-reducing medications) for at least 24 hours and other symptoms improve.
- iii. If the fever has been present in the prior 24 hours, or if other symptoms are not improving, then you should continue to isolate until fever-free and symptoms are improving for at least 24 hours, or until after ten days of isolation.
- iv. For ten days:
  - a. Wear a well-fitting medical face mask when around other people.
  - b. Avoid people who are immunocompromised or at high risk for severe disease.
  - c. Avoid travel, if possible.

Note: per CDC guidance, you can take an antigen test on day five before ending isolation and, if positive, you should continue to isolate for a total of 10 days. Individuals and businesses/organizations can consider but do not have to adopt this testing strategy.

**c. Persons who should quarantine after being exposed to someone with Covid-19:**

- i. Household contacts who either:
  - a. Unvaccinated; or
  - b. Not 'up to date' on receiving all recommended Covid-19 vaccine doses. (including booster dose)

**d. Recommended Action:**

- i. Stay home and away from others for five days after the last exposure.

- ii. Watch for symptoms for COVID-19 for ten days after the last exposure, and get tested if symptoms develop.
  - iii. Get tested at least five days after the exposure, even if no symptoms develop. If positive, move to isolation.
  - iv. For ten days:
    - a. Wear a well-fitting medical face mask when around other people.
    - b. Avoid people who are immunocompromised or at high risk for severe disease.
    - c. Avoid travel, if possible.
- e. **Persons who do not need to quarantine after being exposed to someone with Covid-19:**
- i. Lower risk exposures in the community setting (ex. Non-household contacts)
  - ii. Household contacts who are 'up-to-date' on receiving all recommended Covid-19 vaccine doses.
  - iii. Unvaccinated household contacts who are within 90 days of testing positive for Covid-19 by antigen or PCR-based testing.
- f. **Recommended Action:**
- i. Wear a well-fitted face mask around other people for ten days, especially in indoor settings.
  - ii. If symptoms develop, stay home and get tested for Covid-19.
  - iii. Get tested for Covid-19 on day five, even if you do not have symptoms.
  - iv. If testing is positive, follow the isolation recommendations above.

Mr. Brown commented that the recommendation for fully vaccinated persons is that they can come to work but they must wear a well-fitted mask for ten days. He believes it is in the best interest of the staff to request that even fully vaccinated personnel stay home for the first five days. After the first five days, the person would need to test negative before returning to work. Once back at work, the person must wear a mask for five days.

5. **Selectmen Reports:**

a. **Selectman S. Webber:**

- i. **Emergency Management Team**- Nothing to report
- ii. **Recreation Commission**- Nothing to report
- iii. **School Facilities Improvement Committee**- Nothing to report
- iv. **Capital Improvement Planning Committee**- Nothing to report

b. **Selectman R. Leary - Budget Committee:**

Selectman R. Leary commented that the Budget Committee would meet on Thursday in the CHS auditorium for a Budget Hearing.

c. **Selectman R. Lascelles - Heritage Commission:**

Nothing to report.

d. **Selectman K. Lynch - Conservation Commission:**

Nothing to report.

e. **Selectman K. Queenan - Planning Board & NRPC:**

i. **Planning Board-**

Selectman K. Queenan mentioned that the Planning Board would meet on Tuesday, January 12, at 7 pm. The meeting

will be a Public Hearing to consider changes to the Litchfield zoning and site plan regulations. She mentioned that there would be four Articles in March 2022, and one of them will be regarding the floodplain conservation district. The Planning Board just found out they were only including non-residential property. They are going to add residential property. The Planning Board is also looking at all four commercial districts. (two in the north and two in the south)

They are looking at regulating the size of warehouses to 75,000 square feet or less. Anything from 75,001 to 150,000 square feet, you can get a conditional permit, and anything over 150,000 would not be allowed.

The next regular Planning Board meeting is on January 18 at 7 pm.

Mels has requested a site plan adjustment. They want to get their winter light show ready for next year.

**ii. NRPC-**

Ms. Queenan stated that the next Commissioner meeting would be on March 16, at 7 pm. Ms. Queenan added that she would like to get a sub-committee together to work with the NRPC.

**6. Items Removed From Consent:**

a. None

**7. Non-Public:**

Vice-Chairman Robert Leary mentioned that the Board would be entering Non-Public Session under RSA §91-A:3. II(a) - Dismissal, Promotion, or Compensation of Any Public Employee, and a second RSA §91-A:3 II(a) - Dismissal, Promotion or Compensation of Any Public Employee. He asked for a motion to enter Non-Public at 8:00 pm.

**Discussion:** None

**Motion:** (Selectman R. Lascelles / K. Lynch) So moved.

**Roll Call:**

- a. Selectman K. Queenan - Yes
- b. Selectman R. Leary - Yes
- c. Selectman R. Lascelles - Yes
- d. Selectman K. Lynch - Yes

**Vote:** (4-0-0) The motion carried.

**7. Reconvene:**

**Discussion:** None

**Motion:** (Selectman Lascelles/Selectman Lynch) motioned to adjourn the Non-Public Session at 8:42 pm.

**Vote:** (5-0-0) The motion carried.

**8. Adjournment:**

**Discussion:** None

**Motion:** (Selectman Lascelles/Selectman Lynch) motioned to adjourn the Public Session and seal the Non-Public minutes indefinitely because it was determined that divulgence of the information likely would adversely affect the reputation of any person other than a member of the Board at 8:42pm.

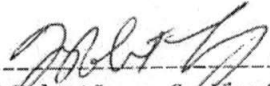
**Vote:** (4-0-0) The motion carried.

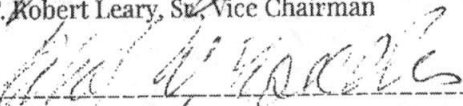
Respectfully Submitted,  
Matthew Sullivan  
BOS Recording Secretary

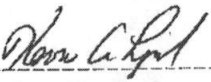
CONFIDENTIAL

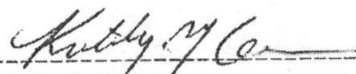
Approved by the Board of Selectmen:

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Steven J. Webber, Chairman

  
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F. Robert Leary, Sr., Vice Chairman

  
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Richard W. Lascelles

  
-----  
Kevin A. Lynch

  
-----  
Kimberly M. Queenan



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) 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, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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 Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> 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 Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

<i>Participating Member:</i> Primex3 Members as per attached Schedule of Members Property & Liability Program		<i>Member Number:</i>		<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex <sup>3</sup> 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:	
<b>X</b>	<b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2022	1/1/2023	Each Occurrence	\$ 5,000,000
				General Aggregate	\$ 5,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	<b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
	<b>Workers' Compensation &amp; Employers' Liability</b>			<input type="checkbox"/> Statutory	
				Each Accident	
				Disease – Each Employee	
				Disease – Policy Limit	
	<b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	
<b>Description:</b> Proof of Primex Member coverage only.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> – NH Public Risk Management Exchange</b>
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			<b>By:</b> <i>Mary Beth Purcell</i>
			<b>Date:</b> 1/28/2022    mpurcell@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

**PRIMEX****Member Programs - PL with Jan Renewal**

<b>Name</b>	<b>Member Number</b>
Bay Sewage District	558
Belknap County	607
Capital Area Fire Compact	546
Carroll County	600
Cheshire County	601
City of Claremont	141
Conway Village Fire District	526
Emerald Lake Village District	535
Kearsarge Lighting Precinct	464
Lakes Region Mutual Fire Aid	529
Lamprey Regional Solid Waste	505
Littleton Water & Light	524
Lower Beech Pond Village District	463
Merrimack County	604
Milford Area Communications Center	545
North Conway Water Precinct	557
Pembroke Water Works	532
Penacook Rescue Squad	531
Plainfield Village Water District	571
Plymouth Village Water & Sewer District	559
Rockingham County	609
Rye Beach Village District	453
Southern New Hampshire Planning Commission	525
Strafford County	605
Strafford County Conservation District	465
Tilton & Northfield Aqueduct Co., Inc.	467
Tilton-Northfield Water District	585
Town of Acworth	100
Town of Allenstown	103
Town of Alton	105
Town of Ashland	109
Town of Atkinson	110
Town of Bedford	116
Town of Bethlehem	119
Town of Boscawen	122
Town of Brentwood	125
Town of Bristol	127
Town of Brookline	129
Town of Candia	132
Town of Canterbury	133
Town of Center Harbor	135
Town of Chesterfield	139
Town of Chichester	140
Town of Conway	146
Town of Croydon	148
Town of Deerfield	152

Town of Dublin	157
Town of Dummer	158
Town of Dunbarton	159
Town of East Kingston	161
Town of Easton	162
Town of Effingham	164
Town of Exeter	170
Town of Francestown	173
Town of Franconia	174
Town of Freedom	176
Town of Fremont	177
Town of Gilford	178
Town of Gilmanton	179
Town of Goffstown	181
Town of Greenfield	186
Town of Greenville	188
Town of Hampton Falls	192
Town of Hill	199
Town of Hillsborough	200
Town of Hollis	203
Town of Jackson	207
Town of Litchfield	222
Town of Loudon	225
Town of Madbury	229
Town of Madison	230
Town of Marlborough	232
Town of Meredith	235
Town of Middleton	237
Town of Mont Vernon	242
Town of Moultonborough	243
Town of New Boston	246
Town of New Ipswich	253
Town of Newfields	250
Town of Newington	252
Town of Newton	257
Town of Northfield	258
Town of Ossipee	265
Town of Pembroke	267
Town of Pittsfield	271
Town of Plaistow	273
Town of Raymond	277
Town of Rindge	279
Town of Rollinsford	281
Town of Rye	284
Town of Salisbury	286
Town of South Hampton	294
Town of Springfield	295
Town of Stratham	301
Town of Sullivan	303
Town of Sunapee	304
Town of Swanzey	307
Town of Temple	309

Town of Tilton	311
Town of Troy	312
Town of Tuftonboro	313
Town of Wakefield	315
Town of Walpole	316
Town of Warner	317
Town of Warren	318
Town of Waterville Valley	518
Town of Weare	321
Town of Webster	322
Town of Westmoreland	324
Town of Wilton	327
Town of Windsor	323
Town of Woodstock	332
Woodsville Water & Light Department	516





## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) 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, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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 Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> 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 Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

<i>Participating Member:</i> Primex3 Members as per attached Schedule of Members Workers' Compensation Program		<i>Member Number:</i>		<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex <sup>3</sup> 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:	
<b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Each Occurrence	
				General Aggregate	
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
<b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto				Combined Single Limit (Each Accident)	
				Aggregate	
<b>X</b>	<b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2022	1/1/2023	<b>X</b>	Statutory      \$2,000,000 Each Accident      \$2,000,000 Disease – Each Employee Disease – Policy Limit
<b>Property (Special Risk includes Fire and Theft)</b>				Blanket Limit, Replacement Cost (unless otherwise stated)	
<b>Description:</b> Proof of Primex Member coverage only.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> – NH Public Risk Management Exchange</b>
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			<b>By:</b> <i>Mary Beth Purcell</i>
			<b>Date:</b> 1/28/2022    mpurcell@nhprimex.org Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

**PRIMEX****Member Programs - WC with Jan Renewal**

<b>Name</b>	<b>Member Number</b>
Conway Village Fire District	526
Coos County	602
Derry Housing and Redevelopment Authority	530
Dover Housing Authority	551
Town of Epsom	168
Town of Errol	169
Town of Exeter	170
Town of Farmington	171
Town of Frankestown	173
Town of Franconia	174
Town of Sunapee	304
Town of Surry	305
Town of Swanzey	307
Town of Tamworth	308
Town of Temple	309
Town of Thornton	320
Lower Beech Pond Village District	463
Kearsarge Lighting Precinct	464
Town of Dublin	157
Town of Dummer	158
Town of Dunbarton	159
Town of Durham	160
Merrimack Village District	561
Milford Area Communications Center	545
Mountain Lakes District	534
New London/Springfield Water	539
Nashua Housing and Redevelopment Authority	549
Town of Sandwich	289
Town of Alstead	104
Town of Brookfield	128
Town of Brookline	129
Town of Campton	130
Town of Canaan	131
Town of Candia	132
Town of Carroll	134
Greenville Estates Village District	556
Hillsborough County	608
Town of Easton	162
Town of Eaton	163
Town of Effingham	164
Town of Ellsworth	165
Town of Epping	167
Town of Goshen	183
Town of Plaistow	273
Town of Plymouth	274
Town of Raymond	277
Town of Rindge	279

Town of Rollinsford	281
Lamprey Regional Solid Waste	505
Lebanon Housing Authority	523
Littleton Water & Light	524
Manchester Housing and Redevelopment Authority	520
Manchester Transit Authority	506
Town of Hampstead	190
Town of Hampton Falls	192
Town of Hancock	193
Town of Harrisville	195
Town of Whitefield	325
Town of Wilmot	326
Town of Wilton	327
Town of Windham	329
Town of Windsor	323
Town of Wolfeboro	331
Strafford County Conservation District	465
Tilton & Northfield Aqueduct Co., Inc.	467
Town of Woodstock	332
Town of Freedom	176
Town of Fremont	177
Town of Litchfield	222
Town of Littleton	223
Town of Loudon	225
Town of Lyman	226
Portsmouth School District	950
Bethlehem Village District	568
Campton Village Precinct	565
Capital Area Fire Compact	546
Carroll County	600
Town of Ossipee	265
Town of Seabrook	290
Town of Shelburne	292
Town of South Hampton	294
Town of Springfield	295
Town of Alton	105
Town of Andover	107
Town of Antrim	108
Town of Ashland	109
Town of Atkinson	110
Newfields Water & Sewer	560
North Conway Water Precinct	557
North Haverhill Precinct	508
Town of Grafton	184
Town of Greenfield	186
Town of Greenville	188
Town of Groton	189
City of Laconia	213
Portsmouth Housing Authority	572
New Boston School District	740
Southern New Hampshire Planning Commission	525
Woodsville Fire District	515

Woodsville Water & Light Department	516
Claremont Housing Authority	528
Concord Housing Authority	522
Plymouth Village Water & Sewer District	559
Hopkinton Village Precinct	554
Keene Housing	504
Laconia Housing Authority	555
Lakes Region Mutual Fire Aid	529
Pembroke Water Works	532
Penacook Rescue Squad	531
Penacook-Boscawen Water Precinct	548
Pillsbury Lake Village District	540
Goffstown School District	720
Town of Tilton	311
Town of Chesterfield	139
Town of Chichester	140
Town of Clarksville	142
Town of Colebrook	143
Town of East Kingston	161
SAU 7 Office	817
Southeast Regional Refuse Dist 53-B	536
Somersworth Housing Authority	533
Town of Auburn	111
Strafford County	605
Strafford Regional Planning Commission	562
Town of Kingston	212
Town of Lancaster	214
Town of Langdon	216
Town of Lempster	219
Town of Lincoln	220
Town of Newfields	250
Town of Newington	252
Town of Newport	256
Town of Newton	257
Town of Plainfield	272
Town of Hopkinton	205
Town of Jackson	207
Town of Jaffrey	208
Town of Jefferson	209
Town of Kensington	211
Town of Lyndeborough	228
Village District of Eidelweiss	502
Warner Village Water District	513
Town of Gilford	178
Town of Gilmanton	179
Town of Gilsum	180
Town of Goffstown	181
Town of Gorham	182
Tilton-Northfield Water District	585
Town of Bristol	127
Town of Moultonborough	243
Town of Pembroke	267

Town of Pittsburg	270
Town of Pittsfield	271
Emerald Lake Village District	535
Town of Strafford	299
Town of Stratford	300
Town of Stratham	301
Town of Sullivan	303
Southwest Region Planning Commission	566
Southwest New Hampshire District Fire Mutual Aid	538
Salem Housing Authority	521
Clarksville School District	816
Precinct/Haverhill Corner	544
Rockingham Regional Planning Commission	563
Swains Lake Village District	552
Town of Acworth	100
Town of Albany	101
Town of Alexandria	102
Town of Allenstown	103
Town of Middleton	237
Town of Milan	238
Town of Milford	239
Town of Milton	240
Town of Monroe	241
Town of Mont Vernon	242
Town of Henniker	198
Town of Hill	199
Town of Hillsborough	200
Town of Hollis	203
Town of Nelson	244
Town of New Boston	246
Town of New Ipswich	253
Exeter Housing Authority	503
Goffstown Village Water Precinct	553
Colebrook School District	709
Columbia School District	818
Pittsburg School District	823
Stewartstown School District	790
Town of Troy	312
Town of Tuftonboro	313
Town of Unity	314
Town of Wakefield	315
Town of Walpole	316
Town of Warner	317
SAU 19 Office	748
Rye Beach Village District	453
Town of Bennington	118
Town of Bethlehem	119
Town of Boscawen	122
Town of Bow	123
Town of Brentwood	125
Town of Barrington	113
Town of Bartlett	114

Town of Bath	115
Town of Bedford	116
Town of Belmont	117
Town of Center Harbor	135
Town of Conway	146
Town of Cornish	147
Town of Croydon	148
Town of Dalton	149
Town of Deerfield	152
Town of Northfield	258
Town of Northumberland	260
Town of Northwood	261
Town of Nottingham	262
Town of Orange	263
Town of Orford	264
Colebrook Fire Precinct	577
Merrimack County	604
Plainfield Village Water District	571
Town of Deering	153
Town of Roxbury	282
Town of Rumney	283
Town of Rye	284
Town of Salem	285
Town of Salisbury	286
Town of Sanbornton	287
Town of Sandown	288
Town of Madbury	229
Town of Madison	230
Town of Marlborough	232
Town of Mason	234
Town of Meredith	235
Governor Wentworth Regional School District	721
Town of Warren	318
Town of Canterbury	133
Town of Washington	319
Town of Waterville Valley	518
Town of Weare	321
Town of Webster	322
Town of Westmoreland	324
BCEP Solid Waste	510
Bay Sewage District	558
Belknap County	607
Berlin Housing Authority	527
Cheshire County	601
City of Claremont	141
City of Keene	210

U.S. Department of Homeland Security  
FEMA Region I  
99 High Street  
Boston, MA 02110



**FEMA**

July 8, 2021

Jennifer L. Harper  
Director  
Homeland Security and Emergency Management  
New Hampshire Department of Safety  
33 Hazen Drive  
Concord, NH 03305

Subject: FY 2019 Emergency Management Performance Grant  
Award No. EMB-2019-EP-00003  
Amendment # 1 – Extension to the Period of Performance

Dear Director Harper:

The Federal Emergency Management Agency has approved the request from the New Hampshire Department of Safety, Homeland Security and Emergency Management (“Recipient”) to extend the period of performance for the FY 2019 Emergency Management Performance Grant # EMB-2019-EP-00003. The new period of performance is October 1, 2018, to September 30, 2022, and the enclosed Grant Adjustment Notice reflects this change.

Upon expiration of the period of performance, the Recipient must submit all required financial, performance, equipment, and other reports and take the other actions detailed at 2 C.F.R. § 200.343 by December 29, 2022. The Recipient must also continue to submit timely financial status and performance reports throughout the period of performance and is reminded that this extension does not change the approved scope of work or the amount of federal funding for the federal award.

Please keep a copy of this letter and the Grant Adjustment Notice with your official grant files. If you have any questions, please contact Tracy Narbeth, Grants Management Specialist, at (617) 306-9492.

Sincerely,

**JOANNE B WEINSTOCK**  
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JOANNE B WEINSTOCK  
Date: 2021.07.08  
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*for*  
Vida Morkunas  
Division Director  
Grants Management Division

Jennifer L. Harper

-2-

July 8, 2021

cc: Olivia Barnhart, Assistant Chief of Grants, NH HSEM  
Robert Perochhi, EMPG Program Manager, NH HSEM  
Matthew Hotchkiss, Administrator II, NH HSEM

Enclosure