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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

ROBERT L. QUINN
COMMISSIONER

RICHARD C. BAILEY, JR.
ASSISTANT COMMISSIONER

EDDIE EDWARDS
ASSISTANT COMMISSIONER

February 6, 2023

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

REQUESTED ACTION

Authorize the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) to enter into a grant agreement with the Town of New Boston, (VC#177444-B001) PO Box 250, New Boston, NH 03070, for a total amount of $51,150.00 to purchase and install a generator at the community's secondary emergency shelter. Effective upon Governor and Council approval through August 31, 2024. 100% Federal Funds.

Funding is available in the SFY 2023 operating budget as follows:

02-23-23-236010-80920000	Dept. of Safety - Homeland Sec-Emer Mgmt – EMPG	SFY 2023
072-500574 Grants to Local Gov't - Federal		$51,150.00
Activity Code: 23EMPG-S 2021		

EXPLANATION

The purpose of this grant is for the Town of New Boston to purchase and install a generator at the community's secondary emergency shelter. The grant listed above is funded from the FFY 2021 ARPA 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 EMPG Program Director, EMPG Program Coordinator, and Field Representatives and approved by the HSEM Director. The criteria for approval is 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 B & 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
Commissioner of Safety

GRANT AGREEMENT

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

1. IDENTIFICATION AND DEFINITIONS

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Subrecipient Name Town of New Boston (VC# 177444-B001)		1.4. Subrecipient Address PO Box 250, New Boston, NH 03070	
1.5 Subrecipient Tel. # 603-487-5504	1.6. Account Number AU #80920000	1.7. Completion Date August 31, 2024	1.8. Grant Limitation $51,150.00
1.9. Grant Officer for State Agency Sheila Dupere, EMPG Program Coordinator		1.10. State Agency Telephone Number (603) 223-3606	
"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. Subrecipient Signature 1 [signature]		1.12. Name & Title of Subrecipient Signor 1 Emily Dimmlinger Chair SB	
Subrecipient Signature 2 [signature]		Name & Title of Subrecipient Signor 2 DAVID LITWINOVICH	
Subrecipient Signature 3 [signature]		Name & Title of Subrecipient Signor 3 Jennifer Brown Select Board	
1.13. State Agency Signature(s) By: [signature] On: 2/6/23		1.14. Name & Title of State Agency Signor(s) Steven R. Lavoie, Director of Administration	
1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: Director, On: / /			
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: [signature] Assistant Attorney General, On: 2/22/23			
1.17. Approval by Governor and Council (if applicable) By: On: / /			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

Subrecipient Initials: 1.) [initials] 2.) [initials] 3.) [initials] Date: 12/14/22

Rev 7/2021

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 Failure to perform the Services satisfactorily or on schedule;
8.1.2 Failure to submit any report required hereunder; and/or
8.1.3 Failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 Give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 Give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 Give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 Give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.
8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.
9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.
9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.
12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing;

Subrecipient Initials: 1.) 2.) 3.) Date: 12/14/22

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 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.

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.) 2.) 3.) Date: 12/14/20

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 New Boston (hereinafter referred to as "the Subrecipient") $51,150.00 to purchase and install a generator at the community's secondary emergency shelter.

2. "The Subrecipient" agrees that the project grant period ends August 31, 2024 and that a final performance and expenditure report will be sent to "the State" by September 30, 2024.

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.

EXHIBIT C

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	$51,150.00	$51,150.00	$102,300.00
Project Cost is 50% Federal Funds, 50% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Emergency Management Performance Grant (EMPG) EMB-2021-EP-00011			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.042 (EMPG ARPA)			
Applicant's Unique Entity ID (UEI): J6GBD74AL9X3			

2. PAYMENT SCHEDULE

a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to $51,150.00.

b. "The Subrecipient" shall submit invoices to "the State" with supporting documentation, i.e., copies of purchase orders, vendor invoices, and/or cancelled checks. Upon review and approval of the invoices and supporting match documentation, "the State" will forward the funds to "the Subrecipient". "The Subrecipient" shall expend the grant funds within thirty (30) days and provide proof of this to "the State" within forty-five (45) days.

c. "The State" shall reimburse up to $51,150.00 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).

d. Upon State Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, October 1, 2020, to the identified completion date (block 1.7).

TOWN OF NEW BOSTON
New Boston Select Board

December 19, 2022 **DRAFT**

In attendance at New Boston Town Hall: Donna Mombourquette, David Litwinovich, and Jennifer Brown

Staff present: Paul Branscombe, Town Administrator

A. CALL TO ORDER: A regular meeting of the Board of Selectmen was called to order by Chair Mombourquette at 6:00PM beginning with the Pledge of Allegiance.

Consent Agenda- The Selectmen reviewed the December 19, 2022 consent agenda.

> **David Litwinovich moved to approve the December 19, 2022 consent agenda items including payroll, Accounts Payable and other signed official documents. Seconded by Jennifer Brown.**
> **Roll Call Vote: David Litwinovich – aye; Donna Mombourquette – aye; and Jennifer Brown – aye; 3-0-0 motion carried unanimously.**

1st PUBLIC COMMENT:

Donna Mombourquette stated that this is a business meeting of the New Boston Select Board. Comments and feedback are welcomed but because this is not a public forum or public hearing, comments will be on the agenda items only. Dialogue or answering of questions will not be part of the meeting. Should you have an issue you wish to discuss, please communicate with the Town Administrator who may resolve your issue or potentially schedule your appearance before the Board at a later date. The Board appreciates your understanding and cooperation.

Seeing no public comment, Donna Mombourquette closed the first session.

B. APPOINTMENTS

Item 1: Emergency Management Director Dan MacDonald – Acceptance of two Emergency Management Grants

Dan MacDonald explained that one grant is for an upgrade to the remote radio site. This will allow for an increase in power for the whole site. The second if for an emergency standby generator for the Library. There will be no cost to the Town from these two grants, as these will be covered under the GOFERR grant funds.

> **David Litwinovich moved to accept the Emergency Management Performance Grants, one for $20,823.00 for a New Boston Communication update and one for $51,150 for a standby generator at the Library. Seconded by Jennifer Brown.**
> **Roll Call Vote: David Litwinovich – aye; Donna Mombourquette – aye; and Jennifer Brown – aye; 3-0-0 motion carried unanimously.**

 Minutes approved:

The Select Board, in a majority vote, accepted the terms of the Emergency Management Performance Grant as presented in the amount of $20,823.00 for a New Boston Communication update and one for $51,150 for a standby generator at the Library.

Item 2: Energy Commission - Community Power Proposal and Create Community Power Aggregate Committee

Daryl Luter, Energy Commission, presented to the Board. He explained that the proposal is to have the Community Power Aggregate Committee (CPAC) confirmed by the Board. This needs to be completed in order to continue the Community Power proposal. A draft plan is being written for future presentation to the Board. The first CPAC meeting will be held tomorrow evening, a publication for the program will be included on the Beacon on January 1st, and public hearings will be held on January 15th and 23rd. On January 30th, the intent is to have the Board meet and approve the program.

Donna Mombourquette stated that the draft plan has been utilized by other communities and this will be tailored to New Boston's needs.

Daryl Luter explained that power aggregation for the community has a goal of bringing the cost of power for citizens and businesses down. There is no cost to participate in this program; it is an opt-out program.

> **David Litwinovich moved to approve the creation of a Community Power Aggregate Committee. Seconded by Jennifer Brown.**
> **Roll Call Vote: David Litwinovich – aye; Donna Mombourquette – aye; and Jennifer Brown – aye; 3-0-0 motion carried unanimously.**

C. NEW BUSINESS:

Item 3: Review and Vote On The Proposed Operating Budget

This item was tabled to later in the meeting.

Item 4: 725 River Road

Benji Knapp, Road Agent, explained that the Town owns the property abutting 725 River Road. There is an issue with trees on the property. A previous Road Agent cut some of the trees. There are some existing ash trees on the property which are likely dying, and he agrees with removing these. The homeowner would like all trees that could reach his yard removed. This would include a large number of trees, likely almost a quarter of an acre of the property.

The Board discussed how many trees it would like to remove from the property. The Board agreed that it would not like to clear cut the property. The homeowner's cloth gazebo cover, damaged by a falling tree, will be replaced by the Town.

Benji Knapp stated that the rough cost of the last storm was approximately $40,000-$50,000.

F. 2nd PUBLIC COMMENT:

Donna Mombourquette stated that this is a business meeting of the New Boston Select Board. Comments and feedback are welcomed but because this is not a public forum or public hearing, comments will be on the agenda items only. Dialogue or answering of questions will not be part of the meeting. Should you have an issue you wish to discuss, please communicate with the Town Administrator who may resolve your issue or potentially schedule your appearance before the Board at a later date. The Board appreciates your understanding and cooperation.

In response to a question from Police Chief Brace, Jennifer Allocca explained that the Board originally proposed to use $871,845 of the unassigned fund balance to apply to certain budget items. After a change in some of this funding, the amount is now proposed at $817,921. The unassigned fund balance, prior to this allocation, is $2.3M, or 11% of the total operating budget. The DRA recommendation is a minimum of 5%. The Town's policy is 7%. Currently, with two weeks of payroll to post, there is approximately $500,000 left in the budget, so some of this funding may still be added into the unassigned fund balance.

Seeing no additional public comment, Donna Mombourquette closed the second session.

G. NON-PUBLIC SESSION RSA 91-A:3 II (a)

Donna Mombourquette moved to enter into Non-Public Session RSA 91-A:3 II (a) at 8:05 pm. Seconded by David Litwinovich.
Roll Call Vote: David Litwinovich – aye; Jennifer Brown – aye; and Donna Mombourquette – aye; 3-0-0 motion carried unanimously.

David Litwinovich moved to exit Non-Public Session at 8:31 pm. Seconded by Jennifer Brown.
Roll Call Vote: David Litwinovich – aye; Jennifer Brown – aye; and Donna Mombourquette – aye; 3-0-0 motion carried unanimously.

H. ADJOURNMENT

David Litwinovich moved to adjourn the meeting at 8:32pm. Seconded by Jennifer Brown.
Roll Call Vote: David Litwinovich – aye; Jennifer Brown – aye; and Donna Mombourquette – aye; 3-0-0 motion carried unanimously.

Respectfully submitted,
Kristan Patenaude

Next Scheduled Meeting: January 4, 2023 (6:00 PM)
7 Meetinghouse Hill Road- New Boston, NH 03070
Phone: (603) 487-2500-www.newbostonnh.gov
Handicap Access available

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Primex3 Members as per attached Schedule of Members Property & Liability Program		NH Public Risk Management Exchange - Primex³ 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:	
X	**General Liability (Occurrence Form)**	1/1/2023	1/1/2024	Each Occurrence	$ 5,000,000
	Professional Liability (describe)			General Aggregate	$ 5,000,000
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll:			Combined Single Limit (Each Accident)	
	Any auto			Aggregate	
	Workers' Compensation & Employers' Liability			Statutory	
				Each Accident	
				Disease – Each Employee	
				Disease – Policy Limit	
	Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	☐ Additional Covered Party	☐ Loss Payee	Primex³ – NH Public Risk Management Exchange
			By: *Mary Beth Purcell*
State of NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			Date: 1/5/2023 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

Town of Gilford	178	1/1/2023
Town of Gilmanton	179	1/1/2023
Town of Goffstown	181	1/1/2023
Town of Greenfield	186	1/1/2023
Town of Greenville	188	1/1/2023
Town of Hampton Falls	192	1/1/2023
Town of Hill	199	1/1/2023
Town of Hillsborough	200	1/1/2023
Town of Hollis	203	1/1/2023
Town of Jackson	207	1/1/2023
Town of Litchfield	222	1/1/2023
Town of Loudon	225	1/1/2023
Town of Madbury	229	1/1/2023
Town of Madison	230	1/1/2023
Town of Marlborough	232	1/1/2023
Town of Meredith	235	1/1/2023
Town of Middleton	237	1/1/2023
Town of Milford	239	1/1/2023
Town of Mont Vernon	242	1/1/2023
Town of Moultonborough	243	1/1/2023
Town of New Boston	246	1/1/2023
Town of New Ipswich	253	1/1/2023
Town of Newfields	250	1/1/2023
Town of Newington	252	1/1/2023
Town of Newton	257	1/1/2023
Town of Northfield	258	1/1/2023
Town of Ossipee	265	1/1/2023
Town of Pembroke	267	1/1/2023
Town of Pittsfield	271	1/1/2023
Town of Plaistow	273	1/1/2023
Town of Raymond	277	1/1/2023
Town of Rindge	279	1/1/2023
Town of Rollinsford	281	1/1/2023
Town of Rye	284	1/1/2023
Town of Salisbury	286	1/1/2023
Town of South Hampton	294	1/1/2023
Town of Springfield	295	1/1/2023
Town of Stratham	301	1/1/2023
Town of Sullivan	303	1/1/2023
Town of Sunapee	304	1/1/2023
Town of Swanzey	307	1/1/2023
Town of Temple	309	1/1/2023
Town of Tilton	311	1/1/2023
Town of Troy	312	1/1/2023
Town of Tuftonboro	313	1/1/2023
Town of Wakefield	315	1/1/2023
Town of Walpole	316	1/1/2023
Town of Warner	317	1/1/2023
Town of Warren	318	1/1/2023
Town of Waterville Valley	518	1/1/2023
Town of Weare	321	1/1/2023
Town of Webster	322	1/1/2023
Town of Westmoreland	324	1/1/2023
Town of Wilton	327	1/1/2023
Town of Windsor	323	1/1/2023
Town of Wolfeboro	331	1/1/2023
Town of Woodstock	332	1/1/2023
Woodsville Water & Light Department	516	1/1/2023
Community Power Coalition of New Hampshire	470	1/1/2023

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Primex3 Members as per attached Schedule of Members Workers' Compensation Program		NH Public Risk Management Exchange - Primex³ 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:*	
	General Liability (Occurrence Form)			Each Occurrence	
	Professional Liability (describe)			General Aggregate	
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll:			Combined Single Limit (Each Accident)	
	Any auto			Aggregate	
X	**Workers' Compensation & Employers' Liability**	1/1/2023	1/1/2024	X Statutory	$2,000,000
				Each Accident	$2,000,000
				Disease – Each Employee	
				Disease – Policy Limit	
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:		Additional Covered Party		Loss Payee	**Primex³ – NH Public Risk Management Exchange**
					By: *Mary Beth Purcell*
State of NH Dept of Safety 33 Hazen Dr. Concord, NH 03301					**Date:** 1/5/2023 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

Town of Nelson	244	1/1/2023
Town of New Boston	246	1/1/2023
Town of New Ipswich	253	1/1/2023
Town of Newfields	250	1/1/2023
Town of Newington	252	1/1/2023
Town of Newport	256	1/1/2023
Town of Newton	257	1/1/2023
Town of Northfield	258	1/1/2023
Town of Northumberland	260	1/1/2023
Town of Northwood	261	1/1/2023
Town of Nottingham	262	1/1/2023
Town of Orange	263	1/1/2023
Town of Orford	264	1/1/2023
Town of Ossipee	265	1/1/2023
Town of Pembroke	267	1/1/2023
Town of Pittsburg	270	1/1/2023
Town of Pittsfield	271	1/1/2023
Town of Plainfield	272	1/1/2023
Town of Plaistow	273	1/1/2023
Town of Plymouth	274	1/1/2023
Town of Raymond	277	1/1/2023
Town of Rindge	279	1/1/2023
Town of Rollinsford	281	1/1/2023
Town of Roxbury	282	1/1/2023
Town of Rumney	283	1/1/2023
Town of Rye	284	1/1/2023
Town of Salem	285	1/1/2023
Town of Salisbury	286	1/1/2023
Town of Sanbornton	287	1/1/2023
Town of Sandown	288	1/1/2023
Town of Sandwich	289	1/1/2023
Town of Seabrook	290	1/1/2023
Town of Shelburne	292	1/1/2023
Town of South Hampton	294	1/1/2023
Town of Springfield	295	1/1/2023
Town of Strafford	299	1/1/2023
Town of Stratford	300	1/1/2023
Town of Stratham	301	1/1/2023
Town of Sullivan	303	1/1/2023
Town of Sunapee	304	1/1/2023
Town of Surry	305	1/1/2023
Town of Swanzey	307	1/1/2023
Town of Tamworth	308	1/1/2023
Town of Temple	309	1/1/2023
Town of Thornton	320	1/1/2023
Town of Tilton	311	1/1/2023
Town of Troy	312	1/1/2023
Town of Tuftonboro	313	1/1/2023
Town of Unity	314	1/1/2023
Town of Wakefield	315	1/1/2023
Town of Walpole	316	1/1/2023
Town of Warner	317	1/1/2023
Town of Warren	318	1/1/2023
Town of Washington	319	1/1/2023
Town of Waterville Valley	518	1/1/2023
Town of Weare	321	1/1/2023
Town of Webster	322	1/1/2023
Town of Westmoreland	324	1/1/2023
Town of Whitefield	325	1/1/2023
Town of Wilmot	326	1/1/2023
Town of Wilton	327	1/1/2023