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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

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

November 13, 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 amend an existing grant agreement (PO # 1089927) with the Town of Boscawen, (VC#159833-B001), in the amount of $25,250.00, increasing the grant amount from $49,750.00 to $75,000.00, to purchase and install a generator at the community's emergency shelter. This amendment will allow the community to complete the project due to an increase in pricing for the generator purchase and installation. The grant was initially approved by the Governor and Executive Council on December 7, 2022, Item 83. Effective upon Governor and Council approval through August 31, 2024. 100% Federal Funds.

Funding is available in the SFY 2024 operating budget as follows:

	SFY 2024
02-23-23-236010-80920000 - Dept. of Safety - HSEM – EMPG	
072-500574 Grants to Local Gov't - Federal	$25,250.00
Activity Code: 23EMPG 2021	

EXPLANATION

The purpose of this grant is for the Town of Boscawen to purchase and install an emergency generator for their emergency community shelter. The grant listed above is funded from the FFY 2021 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. 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

Emergency Management Performance Grant (EMPG) Program – CFDA #97.042
Grant Agreement Amendment
Request for Additional Funds

Town of Boscawen (Subrecipient)

It is hereby agreed that the grant agreement (PO #) approved by the Governor and Executive Council on December 7, 2022, G&C Item #83, between the Town of Boscawen (VC#159833-B001) as the "Subrecipient" and the Department of Safety, Division of Homeland Security & Emergency Management as "State" to purchase and install a generator for the Town's emergency shelter, is amended as follows:

1. GENERAL PROVISIONS, Section 1.8, Grant Limitation;

   - Change the project grant limitation from $49,750.00 to $75,000.00.

2. EXHIBIT B, Scope of Services, Number 1;

   - Change item two (2) and replace with:

   The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the Town of Boscawen (hereinafter referred to as the "Subreceipient") $75,000.00 to purchase and install a generator at the community's emergency shelter.

3. EXHIBIT C, Grant Amount and Payment Schedule

   Number 1 – GRANT AMOUNT
   - Change the Project Cost for the applicant share to $75,000.00
   - Change the Project Cost for the Grant (Federal Funds) to $75,000.00
   - Change the Cost Totals to a Project total of $150,000.00

   Number 2 – PAYMENT SCHEDULE a & c
   - a. Change to "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to $75,000.00
   - c. Change to "The State" shall reimburse up to $75,000.00 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).

3. All other provisions of the grant agreement, approved by the Governor and Executive Council on December 7, 2022, shall remain in full force and effect.

EFFECTIVE DATE OF THE AMENDMENT: This Amendment shall be effective upon its approval by the Governor and Executive Council of the State of New Hampshire. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party. IN WITNESS WHEREOF, the parties have hereunto set their hands:

Subrecipient Initials MTB

Date 7/6/23

Town of Boscawen (Subrecipient)

By (signature): _____

Print Name: Matthew T Burack

Title: Chairman

By (signature): _____

Print Name: Lorrie J. Carey

Title: Select person

By (signature): _____

Print Name: William R Beyers

Title: Select person

By (signature): _____

Print Name: GARY MOORE

Title: DIRECTOR OF FACILITIES

State of: New Hampshire

County of: _____

Approval by State of New Hampshire, acting through its Department of Safety:

By (signature): _____

Director of Administration

Approval by State of New Hampshire Attorney General as to form, substance, and execution:

By: _____, Attorney General, on 11/20/23

Approval by State of New Hampshire Governor and Executive Council:

By: _____, on _____

Subrecipient Initials _____

Date 11/6/23

Town of Boscawen
Select Board
MEETING MINUTES
Thursday, July 6, 2023 at 6:00 PM

In Attendance: Matt Burdick, Lorrie Carey, Bill Bevans, Katie Phelps, Kearsten O'Brien, Kellee Easler, Gary Moore, Kate Merrill, Tim Kenney, Jason Killary, Dean Hollins, Nicole Hoyt, and Alicia Hakins

Guests: Ray Fisher, Bill Heinz, Joshua Crawford

Roll Call: completed and guests introduced.

Chairman Matt Burdick called the meeting to order at 6:00pm.

Consent Agenda Items:

- P&L, Balance Sheet, Check Manifest & Payroll
- Nonpublic/Public Minutes for Approval – 6/29/23
- Timber Warrant 22.049.09T - $1,451.40
- PA-16 – Resource Inventory
- Cell Phone and Credit Card Policies
- Hakins – DMV Authorization (Signature)

Selectwoman Lorrie Carey noted grammatical changes to the 06.29.23 public minutes.

Selectwoman Carey motioned to approve the Consent Agenda as amended. Seconded by Selectman Bill Bevans. All in favor. None opposed.

Scheduled Guests & Hearings: Chairman Burdick opened the public hearing for Unanticipated Revenue at 6:06pm and read the public notice.

"The Town of Boscawen Select Board will hold a Public Hearing on Thursday, July 6, 2023 at 6:00pm in the Fourth Floor Meeting Room of the Boscawen Municipal Complex, 116 North Main Street, regarding the following matter: A NH Department of Safety Emergency Management Performance Grant (EMPG) in the amount of $75,000.00 for a shelter generator project. This creates unanticipated revenue in excess of $10,000 and the need for a public hearing according to the provisions of RSA 31:95-b."

Chairman Burdick noted that the Municipal Complex Emergency Operations Center generator project was approved at the 2022 town meeting after being defeated in 2020. The total project costs were anticipated to be $99,500 with 50% eligible for a matching grant from NH Homeland Security in the amount of $49,750. The project would only be completed if the grant was awarded. The project was awarded 50% matching funds from NH Homeland Security and was

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put out to bid, however, costs continued to increase. The Board authorized the conversion to natural gas for the project for efficiency purposes. On May 25, 2023, the Select Board voted 2-1 to move forward with the winning generator bid and apply to NH Homeland Security for an amendment to the grant award for a 50% match of $75,000 with a total project cost of $150,000. Per RSA 31:95-b, this hearing is required as the town will receive unanticipated revenue from the grant in excess of $10,000.

Chairman Burdick asked that anyone wishing to speak for the hearing state their name and address at the microphone for the record.

Ray Fisher, Water Street, spoke in opposition. He questioned how many times the generator has been used and was it necessary. He stated that the generator installed when the building was renovated should still work. Chief Killary stated that the current generator only powers the lights at the police station. He said it has been used and is needed.

Bill Heinz, Tremont Street, talked about the grid being fairly stable in the area. He does anticipate at some point that the lights will go out. He's spoken previously in opposition to the project at town meeting. He noted that Town Meeting already approved the project so it's a moot point.

Joshua Crawford, Corn Hill Road, asked how many circuits are hooked up to the current generator and if it would be possible to put more on instead of replacing the generator. Facilities Director Moore stated that the current generator does not have the capacity to power the elevator or the office side of the building.

Chairman Burdick closed the public hearing at 6:37pm with no further comments.

Motion made by Selectwoman Lorrie Carey to approve and move forward the amendment to the grant award for $75,000 from NH Homeland Security for the Municipal Office EOC generator. Seconded by Selectman Bill Bevans. All in favor. None opposed.

The Board members signed the NH Homeland Security amendment paperwork for submission.

Department Head Updates: Finance Director Kate Merrill presented two Trustee of the Trust Fund Transfers for approval.

Selectwoman Carey motioned to approve the Trustees of the Trust Funds to transfer $29,045.00 from the Fire Truck Capital Reserve Fund to the General Fund to reimburse for the following expenditures: Grappone Ford (Balance Due on Forest Pickup). Seconded by Selectman Bevans. All in favor. None opposed.

Selectwoman Carey motioned to approve the Trustees of the Trust Funds to transfer $5,856.50 from the Municipal Buildings Capital Reserve Fund to the General Fund to reimburse for the following expenditures: Erikson Construction (Deposit for Sally Port)

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$1,756.95 and Erikson Construction (Invoice #17955) $4,099.55. Seconded by Selectman Bevans. All in favor. None opposed.

Finance Director Kate Merrill presented audit proposals from three different audit firms. Company A is our current Audit Firm and the Town's contract with them is ending effective for the calendar year 2022. The last contract with firm A was for a price of $14,525 for the calendar years 2020, 2021 and 2022. The new proposal from firm A is for $20,265 for 2023, $21,280 for 2024 and $22,345 for 2025. Firm B proposed $17,750 for 2023, $18,500 for 2024 and $19,500 for 2025. Firm C proposed $30,000 for 2023, $31,000 for 2024 and $32,000 for 2025.

Finance Director shared that the Town Clerk/Tax Collector recommended firm B and the Treasurer recommended firm A. Chairman Burdick and Selectwoman Carey both felt as if firm B would be the better option as they feel a new firm would provide a new set of eyes on the operation of the Town. Selectman Bevans said that he would rely on the staff recommendations. Finance Director Merrill said she would schedule a time for firm B to come in and do a presentation to the Board.

Finance Director Merrill updated the Board on the fine art appraisal requirement. While doing research she found that the Avaloch painting was commissioned in the last 10 years therefore that does not need to be appraised. She has been working with Fire Chief Tim Kenney and his mom Henrietta Kenney to find the history of the ownership of the clock. While the last appraisal that was completed in 2007 states that the ownership of the clock is with the Town, the records that were found did not state who the clock was donated to and records were found stating it is on permanent loan to the Library. The Select Board decided that the best way to move forward before getting the clock to be appraised in confirming that the ownership is with the Town and not the library. A letter will be sent to the Library Trustees to confirm the clock is not owned by them and that it is with the Town. Once ownership is confirmed the Board will look to do a fund raiser to get the painting appraised.

Finance Director Merrill told the Board that they will need to come in and sign check and payroll manifests during the week's where there are no meetings. She told them if any Board member is not able to come in and sign that they will need to let her know so she makes sure that they get at least two signatures.

PCD Director Kellee Easler notified the Board that the meeting with the Merrimack County Commissioners has been postponed until August. Matt Monahan from CNHRPC will be meeting with PCD Director Easler to review planned updates to the Land Development Regulations and plans for Zoning Ordinance 2024 this coming week. Stephanie Alexander from CNHRPC will be meeting with PCD Director Easler and Finance Director Kate Merrill on Wednesday to go over the Capital Improvements Plan in preparation for planning purposes. Discussion ensued on applications the Planning Board heard which included approval for a Conditional Use Permit for 477 High Street, Map 94, Lot 23; an extension was given by the Board for 85 DW Hwy – Storage Units Site Plan extended for 1 year and Riveredge Properties was given a 2 year for removal of the building on Lot 1 at Eagle Perch Drive; Merrimack County received approval for

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a Telecommunication Tower; continuation of a Cluster Major Site Plan for Map 94, Lot 23 at 477 High Street; continuation of Site Plan Approval for 145 King Street Apartments; and continuation for a public hearing for a 3-Lot Minor Subdivision on the corner of High St and Raymond Road. Health Officer Easler reported that the wildfires in Canada have been affecting the air quality around the country but have not been an issue thus far in Boscawen.

Deputy PCD Director Kearsten O'Brien presented an abatement for Map 49 Lot 6 in the amount of $4,180.

Chairman Burdick made a motion to authorize the abatement for Map 49 Lot 6 for Keith Anastasy in the amount of $4,180.00. Seconded by Selectwoman Carey. All in favor. None opposed.

Facilities Director Gary Moore reported business as usual. He is working on numerous projects.

Fire Chief Tim Kenney stated that call volume has been slow. The weather caused incidents for the fire department. The Merrimack County McCloud Building had a large water problem caused by the roof drainpipe breaking. The residents were not affected. There was a washout on Route 3 just north of Stirrup Iron Rd as well as a small washout on Route 3 in the dip by the church.

Police Chief Killary advised that the grant amendment for the 2023 Traffic Safety Enforcement Grant was accepted by the State. This will allow for the purchase of a new in-vehicle radar unit at a 75/25 (State/Town) split. The 2024 Traffic Safety Enforcement Grant application was accepted by the State and he doesn't believe that there will be any issues with its acceptance, either. Chief Killary also advised that after a successful background check, a formal offer of employment was extended to, and accepted by, Elizabeth Murray. She will be the newest addition to the Boscawen Police Department and will hold the rank of Corporal. Ms. Murray, currently a detective with Tilton PD, will be a great addition to the Boscawen Police Department and everyone is excited for her to start. Chief Killary also made mention of activity level as of late, including a recent arrest of a subject for Possession of Child Sexual Abuse Images after a months long investigation. That subject is currently housed at the Department of Corrections.

Public Works Director Dean Hollins notified the Board that there is a leaking hydraulic cylinder on one of the trash compactors that will need to be rebuilt. He will be looking to see if they can purchase a rebuilt cylinder and swap it out. He may need to have the leaking one sent out to be rebuilt. If that's the case then the transfer station will only have one trash compactor running until it comes back from repairs. Hollins noted that they lost internet at the transfer station Saturday for half of the day. They were unable to process credit or debit cards. The public works crew worked to repair washouts from the last rain the last few weeks. All were small and there was very little damage. The new pickup truck is at the Ford dealership and they will be trading in an old truck towards the purchase of the new truck.

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Town Clerk Hoyt introduced the Town's new Community Services Director, Alicia Hakins. CS Hakins started in June and has been very busy with welfare cases since starting. She is also collecting tax payments. She is doing a great job so far and we are happy to have her.

Town Clerk Nicole Hoyt presented to the Board a final sewer warrant for signature. Parcel closing on 7/7/23 is at 31 North Main Street. Collector Hoyt shared that the property tax due date was July 5th and we have seen the typical turnout with roughly $450,000.00 still outstanding. Hoyt reminded the Board that the revenue for the County, School District, State and Town are all collected through Boscawen and then distributed by finance.

Non-Public Sessions:

Selectwoman Carey motioned to enter a nonpublic session at 7:38pm under RSA 91-A:3 II (c). Seconded by Selectman Bevans. Roll Call vote. All in favor.

Chairman Burdick motioned to close the nonpublic session at 7:57pm under RSA 91-A:3 II (c). Seconded by Selectwoman Carey. Roll Call vote. All in favor.

Selectwoman Carey motioned to enter a nonpublic session at 7:59pm under RSA 91-A:3 II (c). Seconded by Selectman Bevans. Roll Call vote. All in favor.

Chairman Burdick motioned to close the nonpublic session at 8:08pm under RSA 91-A:3 II (c). Seconded by Selectwoman Carey. Roll Call vote. All in favor.

Chairman Burdick motioned to seal the nonpublic minutes under RSA 91-A:3 II (c) as it would adversely affect the reputation of the individuals discussed. Seconded by Selectwoman Carey. Roll Call vote. All in favor.

Next Meeting: Thursday, July 13, 2023 at 6:00 PM.

Selectman Bevans motioned to adjourn at 8:21PM. Seconded by Chairman Burdick. All in favor. None Opposed.

Respectfully submitted by Katie Phelps & Staff

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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)** ☐ **Professional Liability (describe)** ☐ Claims Made ☐ Occurrence	1/1/2023	1/1/2024	Each Occurrence	$ 5,000,000
			General Aggregate	$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
☐ **Automobile Liability** Deductible Comp and Coll: ☐ Any auto			Combined Single Limit (Each Accident) 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**
State of NH Dept of Safety 33 Hazen Dr. Concord, NH 03301	**By:** *Mary Beth Purcell* **Date:** 1/5/2023 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

PRIMEX

Member Programs - PL with Jan Renewal

Name	Member Number	Effective Date
Bay Sewage District	558	1/1/2023
Belknap County	607	1/1/2023
Capital Area Fire Compact	546	1/1/2023
Carroll County	600	1/1/2023
Cheshire County	601	1/1/2023
City of Claremont	141	1/1/2023
Conway Village Fire District	526	1/1/2023
Emerald Lake Village District	535	1/1/2023
Kearsarge Lighting Precinct	464	1/1/2023
Lakes Region Mutual Fire Aid	529	1/1/2023
Lamprey Regional Solid Waste	505	1/1/2023
Littleton Water & Light	524	1/1/2023
Lower Beech Pond Village District	463	1/1/2023
Merrimack County	604	1/1/2023
Milford Area Communications Center	545	1/1/2023
North Conway Water Precinct	557	1/1/2023
Pembroke Water Works	532	1/1/2023
Penacook Rescue Squad	531	1/1/2023
Plainfield Village Water District	571	1/1/2023
Plymouth Village Water & Sewer District	559	1/1/2023
Rockingham County	609	1/1/2023
Rye Beach Village District	453	1/1/2023
Southern New Hampshire Planning Commission	525	1/1/2023
Strafford County	605	1/1/2023
Strafford County Conservation District	465	1/1/2023
Tilton & Northfield Aqueduct Co., Inc.	467	1/1/2023
Tilton-Northfield Water District	585	1/1/2023
Town of Acworth	100	1/1/2023
Town of Allenstown	103	1/1/2023
Town of Alton	105	1/1/2023
Town of Ashland	109	1/1/2023
Town of Atkinson	110	1/1/2023
Town of Bedford	116	1/1/2023
Town of Bethlehem	119	1/1/2023
Town of Boscawen	122	1/1/2023
Town of Brentwood	125	1/1/2023
Town of Bristol	127	1/1/2023
Town of Brookline	129	1/1/2023
Town of Candia	132	1/1/2023
Town of Canterbury	133	1/1/2023
Town of Center Harbor	135	1/1/2023
Town of Chesterfield	139	1/1/2023
Town of Chichester	140	1/1/2023
Town of Conway	146	1/1/2023
Town of Croydon	148	1/1/2023
Town of Deerfield	152	1/1/2023
Town of Dublin	157	1/1/2023
Town of Dummer	158	1/1/2023
Town of Dunbarton	159	1/1/2023
Town of East Kingston	161	1/1/2023
Town of Easton	162	1/1/2023
Town of Effingham	164	1/1/2023
Town of Exeter	170	1/1/2023
Town of Francestown	173	1/1/2023
Town of Franconia	174	1/1/2023
Town of Freedom	176	1/1/2023
Town of Fremont	177	1/1/2023

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

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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)** ☐ **Professional Liability (describe)** ☐ Claims Made ☐ Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
☐ **Automobile Liability** Deductible Comp and Coll: ☐ Any auto			Combined Single Limit (Each Accident) 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**
State of NH Dept of Safety 33 Hazen Dr. Concord, NH 03301	**By:** *Mary Beth Purcell* **Date:** 1/5/2023 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

Portsmouth Housing Authority	572	1/1/2023
Precinct/Haverhill Corner	544	1/1/2023
Rockingham Regional Planning Commission	563	1/1/2023
Rye Beach Village District	453	1/1/2023
Salem Housing Authority	521	1/1/2023
SAU 7 Office	817	1/1/2023
SAU 19 Office	748	1/1/2023
Somersworth Housing Authority	533	1/1/2023
Southeast Regional Refuse Dist 53-B	536	1/1/2023
Southern New Hampshire Planning Commission	525	1/1/2023
Southwest New Hampshire District Fire Mutual Aid	538	1/1/2023
Southwest Region Planning Commission	566	1/1/2023
Stewartstown School District	790	1/1/2023
Strafford County	605	1/1/2023
Strafford County Conservation District	465	1/1/2023
Strafford Regional Planning Commission	562	1/1/2023
Swains Lake Village District	552	1/1/2023
Tilton & Northfield Aqueduct Co., Inc.	467	1/1/2023
Tilton-Northfield Water District	585	1/1/2023
Town of Acworth	100	1/1/2023
Town of Albany	101	1/1/2023
Town of Alexandria	102	1/1/2023
Town of Allenstown	103	1/1/2023
Town of Alstead	104	1/1/2023
Town of Alton	105	1/1/2023
Town of Andover	107	1/1/2023
Town of Antrim	108	1/1/2023
Town of Ashland	109	1/1/2023
Town of Atkinson	110	1/1/2023
Town of Auburn	111	1/1/2023
Town of Barrington	113	1/1/2023
Town of Bartlett	114	1/1/2023
Town of Bath	115	1/1/2023
Town of Bedford	116	1/1/2023
Town of Belmont	117	1/1/2023
Town of Bennington	118	1/1/2023
Town of Bethlehem	119	1/1/2023
Town of Boscawen	122	1/1/2023
Town of Bow	123	1/1/2023
Town of Brentwood	125	1/1/2023
Town of Bristol	127	1/1/2023
Town of Brookfield	128	1/1/2023
Town of Brookline	129	1/1/2023
Town of Campton	130	1/1/2023
Town of Canaan	131	1/1/2023
Town of Candia	132	1/1/2023
Town of Canterbury	133	1/1/2023
Town of Carroll	134	1/1/2023
Town of Center Harbor	135	1/1/2023
Town of Chesterfield	139	1/1/2023
Town of Chichester	140	1/1/2023
Town of Clarksville	142	1/1/2023
Town of Colebrook	143	1/1/2023
Town of Conway	146	1/1/2023
Town of Cornish	147	1/1/2023
Town of Croydon	148	1/1/2023
Town of Dalton	149	1/1/2023
Town of Deerfield	152	1/1/2023
Town of Deering	153	1/1/2023
Town of Dublin	157	1/1/2023
Town of Dummer	158	1/1/2023

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HSEM-EMPG-06-2022-18

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

November 9, 2022

G&C #83
12-07-2022

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 Boscawen, (VC#159833-B001) 116 North Main Street, Boscawen, NH 03303, for a total amount of $49,750.00 to purchase and install a generator at the community's 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:

		SFY 2023
02-23-23-236010-80920000	Dept. of Safety - Homeland Sec-Emer Mgmt – EMPG	$49,750.00
072-500574 Grants to Local Gov't - Federal		
Activity Code: 23EMPG-S 2021		

EXPLANATION

The purpose of this grant is for the Town of Boscawen to purchase and install a generator at the community's emergency shelter. The grant listed above is funded from the FFY 2021 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 Boscawen (VC#159833-B001)		1.4. Subrecipient Address 116 N Main St, Boscawen NH 03303	
1.5 Subrecipient Tel. # 603-753-9124	1.6. Account Number AU #80920000	1.7. Completion Date August 31, 2024	1.8. Grant Limitation $49,750.00
1.9. Grant Officer for State Agency Sarah Osborne, EMPG Program Manager		1.10. State Agency Telephone Number (603) 223-3686	
"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		1.12. Name & Title of Subrecipient Signor 1 LORRIE J. CAREY – CHAIR	
Subrecipient Signature 2		Name & Title of Subrecipient Signor 2 PAUL R. DICKEY – MEMBER	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3 MATTHEW T. BURDICK – MEMBER	
1.13. State Agency Signature(s) By: On: 11/18/22		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: Assistant Attorney General, On: 11/18/22			
1.17. Approval by Governor and Council (if applicable) By: On: / /			

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

Subrecipient Initials: 1.) 2.) 3.) Date: 8/25/22

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,

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.

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 Boscawen (hereinafter referred to as "the Subrecipient") $49,750.00 to purchase and install a generator at the community's 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	$49,750.00	$ 49,750.00	$99,500.00
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): PR52ANMACAM4			

2. PAYMENT SCHEDULE

a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to $49,750.00.

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 $49,750.00 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 Boscawen
Select Board
MEETING MINUTES
Thursday, August 25, 2022, at 6:00 PM

In Attendance: Lorrie Carey, Paul Dickey, Matt Burdick, Katie Phelps, Kearsten O'Brien, Kate Merrill, Kellee Easler, Sarah Gerlack, Gary Moore, Penny Sarcione, Bonny John, Elaine Clow, Lawre Murphy, and Mary Estee.

Roll Call: completed and guests introduced.

Chairwoman Carey opened the public meeting at 6:00 P.M.

Selectman Paul Dickey motioned to approve the Consent Agenda as presented. Seconded by Selectman Matt Burdick. All in favor. None opposed.

No public comment on the agenda.

New Business: Chairwoman Lorrie Carey opened the discussion with the Boscawen Public Library. In attendance was Library Director, Bonny John, Library Trustees Elaine Clow and Mary Estee and former Trustee Lawre Murphy. The purpose of the meeting is to get clarification and come to an agreement on some outstanding items in order to move forward. Chairwoman Carey asked if four equal payments to the Library each year makes the most sense. Library Director John said currently she receives her fourth quarter payment at the end of December and it is used for the first quarter of the following year. They don't typically receive their first quarter check until after Town Meeting approval. She would prefer to receive the fourth quarter payment in October. Lawre Murphy said most of the Library's bills come in the first quarter of each year. Selectman Burdick asked if receiving payments in the first month of each quarter would be beneficial. Discussion ensued regarding receiving money ahead of Town Meeting, the aspect of continuation of business, and how the Library operates for the first quarter if payment isn't received until March. Trustee Mary Estee had concerns with paying bills and salaries during the first quarter without receiving a payment in early January. Finance Director Merrill asked if an adjustment could be made in a subsequent payment if Town Meeting doesn't approve the entire Library budget. She proposed changing the payment schedule to the first month of every quarter. All concurred. There will be four equal payments a year in January, April, July and October. This will allow the Library adequate time to figure out what is left over at the end of each fiscal year. Chairwoman Carey said they have the 3rd quarter check tonight for the Library. FD Merrill will send the 4th quarter check in October. Chairwoman Carey asked if there was a need for two Federal Tax ID numbers. Library Director Bonny John said they were told to get their own payroll company and insurance. In terms of Tax ID numbers, they've had their own since the Library moved into the municipal building in 2006. They also have a letter from Terry Knowles from the Attorney General's office saying they didn't need a separate Tax ID number because the Library is a political subdivision. Library Director John said once they had their own payroll company, they were required to have their own separate tax ID number. The Library hasn't used the Town's tax ID number since 2014 when they started their own payroll. TA Phelps asked if the separate Tax ID number was associated with a 501(c)3. Mrs. John said no. Library Director

John said the Library would like to keep all their finances separate from the town. Chairwoman Carey asked about the Library having separate insurance and insurance certificates for outside users. Library Director John clarified the Library has personal liability insurance for anybody that uses their space. Their yoga instructor has his own liability insurance. Library Director John will ensure users have insurance certificates from now on. Chairwoman Carey asked if anyone from the Library has questions for the board. Library Director John asked the board if the Library's town funds are lapsing or non-lapsing. This topic began the conversation after Finance Director Merrill attended a class which noted that funds are lapsing and unused funds need to be returned. Selectman Dickey asked if the Library had ever returned a surplus at the end of the year. Mrs. Murphy said they talked to the prior Town Accountant in 2015 who stated it had never been returned. Discussion ensued. Chairwoman Carey said they have not found any vote in any records that showed that they allow non-lapsing funds. The board's understanding was that the check for the New Year would be adjusted by the overage from the previous year. Library Director John would like to know when the due date of unused funds need to be paid back to the town. Town Administrator Phelps recommended writing a check to the town for the funds at the end of each fiscal year and not taking it from the following year just to keep things cleaner. Chairwoman Carey encouraged the Library to encumber anything that may be residual from what they projected they would need. This requires a legally enforceable obligation. Anything not encumbered by the end of the year, should be returned to the taxpayers. Library Director John asked for requirements in writing moving forward. Chairwoman Carey suggested referring to the Library Trustees Manual as it cites the law. Trustee Mary Estee wanted to clarify that the Library funds are lapsing and there won't be a letter issued it will just be in the meeting minutes. All concurred. For the record, the Library money lapses as of December 31st of every year. The Library Trustees need to issue a check to the town for any money left over. Chairwoman Carey clarified that the understanding is that it is the choice of the Library to have their own TAX ID number, a separate insurance company, separate payroll processing, and review insurance certificates of those using the Library space. She also recommended building the 2023 budget from zero, which has been requested that of all departments.

Chairwoman Carey opened the Public Hearing on the Department of Safety Emergency Management Performance Grant (EMPG) at 6:44pm.

Chairwoman Carey read the public notice. No public comment.

Chairwoman Carey closed the Public Hearing at 6:44pm.

Selectman Dickey motioned to accept the terms of the Emergency Management Performance Grant as presented in the amount of $49,750 for the purchase and installation of a generator at the community's emergency shelter. Furthermore, the Select Board acknowledges that the total cost of the project will be $99,500 in which the town will be responsible for a 50% match of $49,750 as approved in Warrant Article 17 at the Town Meeting on March 8th, 2022. Seconded by Selectman Burdick. All in favor. None opposed.

Chairwoman Carey opened the Public Hearing on the Emergency Food and Shelter Program Grant at 6:45pm.

FD Merrill said there will be a public hearing on September 15th for a one-time Highway payment in the amount of $72,835.74.

Town Administrator Phelps said the Merrimack Valley Youth Baseball and Softball League requested an extension on the porta potty at the field for Fall Ball until the end of October. Best Septic was planning on picking up the porta potty around Columbus Day. They are willing to extend it to November 11th for an additional $185. TA Phelps would like to know who should be paying for the extension. Selectman Dickey suggested Merrimack Valley Youth Baseball and Softball League pay for the extension expense. All concurred.

TA Phelps presented the 20 High Street deed for signature. There is no closing date yet. TA Phelps is waiting on the buyer to schedule it. Deputy PCD Director O'Brien said the buyer would like to put a sober living facility in town but there are no official plans yet. All Select Board members signed the deed and TA Phelps notarized it.

Deputy PCD Director O'Brien posted the movie night event for the Parks and Rec program. She purchased a blow-up projector screen. There are 145 people interested. She will be reaching out to Mark Ciarametaro at Merrimack Valley to see if drama students would be interested in dressing up as characters from the movie, for kids to take pictures with. She is also looking for fall food to include as well. There are only drink donations leftover from the Police vs Fire game. They made $605 from the Police vs Fire game and received positive feedback for a second year running. Deputy PCD Director O'Brien sent out 'Thank You' letters to all the donors. At the game, 'Thank You' bouquets and gifts were given out to all volunteers. Deputy PCD Director O'Brien donated left over snacks to the Backpack Program.

Deputy PCD Director O'Brien will be presenting ideas to the board for Parks and Rec next year. People have expressed they would like to see more senior and teenage activities. Deputy PCD Director O'Brien and TA Phelps will be learning about a grant program on Monday for workout machines installed in playgrounds. They will update the board on their findings.

Chairwoman Carey stated on September 24th, it is the 25th anniversary of the NH State Veteran's Cemetery. She would like the Town to acknowledge the event. Suggestions are encouraged if anyone has ideas.

Next Meeting: Thursday, September 1, 2022 at 6:00 PM.

Selectman Dickey motioned to adjourn. Seconded by Selectman Burdick. All in favor. None Opposed.

Respectfully submitted by Hannah Gardner

Town of Boscawen

116 North Main Street, Boscawen, NH 03303 | Telephone: 603.753.9188 | Fax: 603.753.9184

Select Board

Members

Lorrie J. Carey
Chair

Paul R. Dickey
Member

Matthew T. Burdick
Member

Katie Phelps
Town Administrator

August 25, 2022

Motion for EMPG Grant

I make a motion to accept the terms of the Emergency Management Performance Grant as presented in the amount of $49,750 for the purchase and installation of a generator at the community's emergency shelter. Furthermore, the Select Board acknowledges that the total cost of the project with be $99,500, in which the town will be responsible for a 50% match of $49,750 as approved in Warrant Article 17 at the Town Meeting on March 8, 2022.

Motion Made By: Paul Seconded By: Matt

All in favor, the motion passes.

Signed:

Lorrie J. Carey, Chair

Paul R. Dickey, Member

Matthew T. Burdick, Member

The Town of Boscawen prohibits discrimination on the basis of race, color, national origin, sex, sexual orientation, religion, age, disability, marital or family status. Boscawen is an equal opportunity employer.

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)** ☐ **Professional Liability (describe)** ☐ Claims Made ☐ 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)	
☐ **Automobile Liability** Deductible Comp and Coll: ☐ Any auto			Combined Single Limit (Each Accident) 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*
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301	Date: 1/28/2022 mpurcell@nhprimex.org
	Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

PRIMEX

Member Programs - PL with Jan Renewal

Name	Member Number
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

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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) ☐ **Professional Liability** (describe) ☐ Claims Made ☐ Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
☐ **Automobile Liability** Deductible Comp and Coll: ☐ Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
X **Workers' Compensation & Employers' Liability**	1/1/2022	1/1/2023	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
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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