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CSG



State of New Hampshire

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

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

April 23, 2024

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 Newport (VC#177450-B001), Newport, NH 03773, in the amount of \$31,000.00 to purchase and install a backup generator for their community emergency shelter. Effective upon Governor and Council approval through August 31, 2025. 100% Federal Funds.

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

02-23-23-236010-80920000 - Dept. of Safety – HSEM – EMPG	<u>SFY 2024</u>
072-500574 Grants to Local Gov't - Federal	\$31,000.00
Activity Code: 23EMPG 2023	

EXPLANATION

The purpose of this grant is for the Town of Newport to purchase and install a backup generator for their primary community shelter. The grant listed above is funded by the FFY 2023 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, including mitigation, preparedness, response, and recovery initiatives at the state and local levels. 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 Manager, EMPG Program Coordinator, and Field Representatives, and then approved by the HSEM Director. The criteria for approval are based on grant eligibility following the grant's current guidance and the documented needs of the local jurisdictions.

The EMPGs' are 50% Federally funded by FEMA with a 50% match requirement supplied by the sub-recipient. The sub-recipient acknowledges their match obligation as part of Exhibits 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 Newport (VC# 177450-B001)		1.4. Subrecipient Address 15 Sunapce Street Newport, NH 03773	
1.5 Subrecipient Tel. # (603)863-1360	1.6. Account Number AU #S0920000	1.7. Completion Date August 31, 2025	1.8. Grant Limitation \$31,000.00
1.9. Grant Officer for State Agency Sheila Dupere, EMPG Program Coordinator		1.10. State Agency Telephone Number (603) 271-2231	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1 <i>Kyle Harris</i>		1.12. Name & Title of Subrecipient Signor 1 Kyle Harris Town Manager	
Subrecipient Signature 2		Name & Title of Subrecipient Signor 2	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
1.13. State Agency Signature(s) By: <i>Amy L. Newbury</i>		1.14. Name & Title of State Agency Signor(s) Amy L. Newbury, Director of Administration	
1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: / /			
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: <i>Colin R. ...</i> Assistant Attorney General, On: 04/30/24			
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.) KH 2.) _____ 3.) _____

Date: 3/4/24

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.

Subrecipient Initials: 1.) KH 2.) _____

3.) _____ Date: 3/4/24

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,

Subrecipient Initials: 1.) KH 2.) _____

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

3.) _____ Date: 3/4/24

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.

Subrecipient Initials: 1.) KH 2.) _____

3.) _____

Date: 2/4/24

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.) KH 2.) _____ 3.) _____

Date: 3/4/24

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 Newport (hereinafter referred to as "the Subrecipient") \$31,000.00 to purchase and install a backup generator for the Senior Center Shelter.
2. "The Subrecipient" agrees that the project grant period ends August 31, 2025 and that a final performance and expenditure report will be sent to "the State" by September 30, 2025.
3. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. "The Subrecipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 50% cost share required by this grant.

Subrecipient Initials: 1.) KH 2.) _____ 3.) _____

Date: 3/4/24

EXHIBIT C

Grant Amount and Payment Schedule

1. GRANT AMOUNT

Federal Award Information	
Awarding Agency: Federal Emergency Management Agency	Pass-through Entity: Homeland Security & Emergency Management
Federal Award: \$3,544,752.00	Assistance Listings Number/Title: Emergency Management Performance Grant / 97.042
Federal Award Date: 9/20/2023	R&D: No
Indirect Cost Rate: 14.22%	Federal Award Identification Number (FAIN): EMB-2023-EP-00005
Subrecipient Information	
Name: Town of Newport	UEI: EVGLGG61NJN5
Current Subaward Amount: \$31,000.00	Total Subawards Amount: \$35,150.00
Project Cost	
Applicant Share (Match Required): 31,000.00	Grant (Federal Funds): 31,000.00
Period of Performance	
Start 10/1/2022	End 8/31/2025
Budget Period	
Start 10/1/2022	End 8/31/2025

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$31,000.00.
- b. "The Subrecipient" may request an advancement of grant funds in writing to the "The State". "The State" will forward the funds to "the Subrecipient" upon receiving and reviewing the request. "The Subrecipient" shall expend the grant funds within thirty (30) days and provide proof of this to "the State" within forty-five (45) days.

Subrecipient Initials: 1.) KH 2.) _____ 3.) _____

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- c. Upon review and approval of the invoices and supporting match documentation "The State" shall reimburse up to \$31,000.00 to "the Subrecipient" upon "the State" receiving a reimbursement request on letterhead, copies of purchase orders, vendor invoices, cancelled checks, and required match documentation.
- d. Upon State Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, 10/1/2022, to the identified completion date (block 1.7).

Subrecipient Initials: 1.) KH 2.) _____ 3.) _____

Date: 3/4/24

TOWN OF NEWPORT, NEW HAMPSHIRE

Board of Selectmen Regular Business Meeting

MINUTES OF March 4, 2024

Municipal Building, 15 Sunapee Street, Newport, NH 03773

Meeting ID: 829 5291 9637

Passcode: 900805

<https://us02web.zoom.us/j/82952919637?pwd=V3FCaEJaZkp1ZG5EL3ZFbHN0Y3FSdz09>

+1 (253) 215 8782 US (audio only, long-distance fees apply)

SELECTMEN PRESENT: Barry Connell, Chairman; James Burroughs, Vice Chairman; Jeffery Kessler, Jeffery North, Keith Sayer

SELECTMAN ABSENT: None

STAFF PRESENT: Kyle Harris, Town Manager; Paul Brown, Finance Director; Police Chief Lee

COMMUNITY MEMBERS PRESENT: Bert Spaulding Sr., Kurt Minich, Doug Ring, Herb Tellor, Brenda Burns

NCTV: NCTV

CALL TO ORDER: Barry Connell called the meeting to order at 6:30 p.m., followed by the Pledge of Allegiance. (Full meeting can be found on www.nctv-nh.org)

ADGENDA REVIEW: Add posting of the roads under Action Item.

MINUTES FROM PREVIOUS MEETING(S): Minutes from February 19, 2024, were accepted by the board on motion made by Selectman Kessler, Seconded by Selectman Burroughs, 5-0-0.

CONSENT AGENDA: Selectman Kessler made a motion to accept the Consent Agenda, seconded by Selectman Sayer, the board voted unanimously. 5-0-0.

Chairman Connell introduces the new Town Manager, Kyle Harris.

INFORMATIONAL:

Chamber of Commerce Representative: Shannon MacMichael, Executive Director of the Newport Chamber of Commerce; Brady Waterman, President; and Dawn Grant, Treasurer, welcomed Manager Harris to town. The Chamber and businesses created a basket as a welcome gift for him. Brady Waterman states the Chamber has their annual meeting held on March 14, 2024, at the Newport Moose from 5:30 – 10:00 p.m. They will be giving out awards as well and encourages the town to go.

Spring Street Sidewalk: Brown gives a handout to the board and states the Spring Street Project was approved by the Planning Board that included a sidewalk. There is question as to whether the town wanted a sidewalk or not. The maintenance would be the town's responsibility but paid for by the developer. Brown states there would be nothing the sidewalk would be leading to. The project is finish; however, they need to be in compliance with the Planning Boards approval in order to open. Bert Spaulding added he called the developer, Jack Franks, and he relayed to Spaulding that he is not in favor of the sidewalk. On a motion made by Selectman Kessler to recommend to the Planning Board they remove the requirement for the sidewalk in front of the apartments on Spring Street as proposed, seconded by Selectman Burroughs. The board voted unanimously, 5-0-0.

Community Center Construction Update: Selectman Kessler states there should be someone established that oversees construction. Paul Brown updates the board USDA requires full time inspection, but the town applied for, and received, a waiver for Ken Merrow, the current and contracted Building Inspector to be the part-time inspector. He is in contact with the builder every day. Brown adds things are moving very well due to the mild winter, the masonry is in the works and the conduits and piping is in the flooring. Spaulding mentions he has recently seen employees of the construction company not wearing hard hats while working on site. There is discussion on changing the high-gloss wood floor to something that is not as easily damaged. Brown adds the bathroom flooring is being changed from tile to burnished concrete because of maintenance purposes. Kessler requests update of the Community Center be added to the agenda once a month.

March 18, 2024, Board Retreat: Chairman Connel states the Board is having a retreat with the new Town Manager on March 18, 2024, starting at 3:00 p.m. and it is open to the public.

ACTION ITEMS:

Towing Contract: Selectman Burroughs would like to see a list made of the local towing companies to present to the people if necessary. Doug Ring states he believes the town is in favor of supporting a monopoly. Burroughs responds, there are three companies within the area that are able to be on the list having met the requirements. *On a motion made by Selectman Burroughs to keep the towing contract as is, seconded by Selectman Kessler. The board voted unanimously, 5-0-0*

Preliminary Budget Approval: Paul Brown informs the board the Preliminary Approval results in what will go to the budget advisory committee. Brown gives the board a handout showing the cuts he made to compensate for the 7% increase, to bring it down to a 2.98% increase. The cuts will be up to the individual departments to find what can be cut within their budgets. Burroughs states he thought the presentations by each department was very good and easy to follow. The board thanks Brown for his hard work. There is roughly \$200,000 worth of insurance increases. The computer software update is not reoccurring so there will be more room next year to allocate money differently. Selectman Burroughs expresses the benefit to spreading out the cost of a full reevaluation so there is not as big of a tax increase where there is another reevaluation in 2027. The State Constitution requires municipalities to reevaluate their property every five years for tax purposes. Brown adds the Statistical Analysis for 2023; findings showed the town is assessing properties at 95% of the market based on sales last year. *On a motion made by Selectman Kessler to accept the changes to the Managers Budget and pass it on to the Budget Advisory Committee for full review, Seconded by Selectman Burroughs, the board voted unanimously 5-0-0.*

State of NH Homeland Security and Emergency Management Grant – Accept grant Terms in the amount of \$31,000.00 for the Senior Center Shelter Generator Project and Authorize Town Manager, Kyle M. Harris to sign Related Documents: *On a motion by Selectman Kessler to accept the terms of the Emergency Management Performance Grant as presented in the amount of \$31,000 for the Senior Center Shelter Generator Project. Furthermore, the board acknowledges the total project will be \$62,000 in which the town will be responsible for a 50% match. Additionally, to authorize the Town Manager, Kyle Harris, to sign any related documents necessary. Seconded by selectman Burroughs, the board voted unanimously, 5-0-0.*

Heritage Commission – Appointment of Herb Tellor to Full Member (From Alternate), Term to expire 2024. *On a motion made by Selectman Kessler to appoint Herb Tellor to Full Member of the Heritage Commission, term to expire 2024, seconded by Selectman North. The board voted unanimously, 5-0-0.*

Planning Board – appointment of Herbert Tellor to Full Member (from alternate), Term to Expire 2026: *On a motion made by Selectman Kessler to appoint Herb Tellor to Full Member of Planning Board, term to expire 2026, seconded by Selectman Sayer. The board voted unanimously, 5-0-0.*

Posting of Roads: Selectman Burroughs explains roads that are likely to be compromised during the Spring thaw need to be posed per order of the Selectman. The list was made earlier today.

Burroughs states there are roads that have a waiver to remain open for business to use, Pike Hill Road being one of them. Last year, the board provided waivers to K.A. Stevens for Coon Brook Road and Aspen Road, Newport Sand and Gravel for Pike Hill Road, and United Construction for Bald Mountain Road. *On a motion made by Selectman Burroughs to renew the waivers on each of the four locations as written last year and remove the sunset clause and change the wording to ensure it remains in effect until rescinded by the board, seconded by Selectman Kessler. The board voted unanimously, 5-0-0*

OPEM FORUM: Bert Spaulding States he wants the public and the board to understand the issues regarding the School Board and the School Budget. The School Board has not done line by line review of a \$22 million budget. Additionally, he states there is a significant difference than the towns process and the schools. The default budget was higher than the actual budget and Spaulding blames the School

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Board Chair and the Superintendent for not setting up a meeting to review prior to signing. Spaulding gave his resignation because he did not want to be a part of the School Board given the circumstances. He adds the ranks of the schools are in the last 10% throughout the state this should not be tolerated by the community since Newport spends 10% more than the average town does per student in districts. Spaulding has concluded that there is something that is deeper than money happening within the School Board. Spaulding states he will consider involving litigation if this budget is proposed. He adds he hopes people vote it down due to the \$227,000 error that has not been reviewed by the board. Selectman Kessler states the BAC did the best job they could with the information they were provided by the SAU and the school. Kessler asks if the Default Budget has been corrected. Spaulding responds yes, but the people have not been able to deliberate on it. Selectman Kessler mentions the impact of the budget is high, but it includes salary adjustment for Paraprofessionals and Support Staff. The other warrant includes an agreement between the Teachers Union and the Administration to adjust their salaries to make them more competitive with surrounding towns. There are currently three members on the School Board. Voting is open March 12, 8:00 – 7:00 p.m., at the High School. Spaulding reiterates he is not against education; he is against bad government. Selectman Burroughs adds there are warrant articles worth nothing, including retention rate.

Herb Tellor asks the board about the Main Street paving project. He states under 91-A there are rules stating all meetings are supposed to be publicly advertised so the public can attend, yet he has not seen any meeting postings. Chairman Connell states there has been a committee formed, and they have had two meetings. Selectman North mentions he was the committee before there was one that was formed, and there were minutes taken. Tellor is asking for a list of the members on the committee as well as a question about funding. Brown replies, there has been no funds received or solicited. He mentions Pike has received a bid for the paving contract. The state will be striping the crosswalks as the main intersections. Once the town is in contact with the striping subcontractor, there will be an estimated cost made.

Brenda Burns, with the Newport Senior Center, mentions the town offers elderly tax exemptions and should contact the Tax Department for details. She also mentions every May AARP comes to the Senior Center who helps individuals apply for low/moderate property tax relief through the state free of charge. Burns also thanks the board for approving the grant for the generator. She states they were under the impression it was their responsibility to match and is asking who their contact person would be within the town. Brown says they can reach out to him with questions.

COMMUNICATIONS: Selectman Burroughs thanks Cathy Hubert for her efforts and diligence with the legislature regarding school funding and getting the board the correct information. Connell states he would echo that. Selectman North adds he is excited about Main Street with the new pavement and parking spots. Paul Brown adds the state will be striping all four cross walks at the lights, as well as the one at Dunkin Donuts. Kyle Harris states he has been at the town for about a week, and he has been meeting with departments and is looking forward to meeting new people and employees. He thanks the Chamber again for the basket they provided them.

ADJOURNMENT: *On a motion made by Selectman Kessler seconded by Selectman Burroughs the board voted unanimously to adjourn at 8:29 p.m., 5-0-0.*

Respectfully submitted,

Riely Skarin, Recording Secretary

The next regular meeting of the Board of Selectman is scheduled for March 18, 2024, at 6:30 p.m.



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.

<i>Participating Member:</i>		<i>Member Number:</i>		<i>Company Affording Coverage:</i>			
Primex3 Members as per attached Schedule of Members Property & Liability Program				NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624			
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:			
<input checked="" type="checkbox"/>	General Liability (Occurrence Form)	7/1/2023	7/1/2024	Each Occurrence	\$ 2,000,000		
	Professional Liability (describe)			General Aggregate	\$ 10,000,000		
<input type="checkbox"/>	Claims Made			<input type="checkbox"/>	Occurrence	Fire Damage (Any one fire)	
				Med Exp (Any one person)			
	Automobile Liability			Combined Single Limit (Each Accident)			
	Deductible Comp and Coll:			Aggregate			
	<input type="checkbox"/> Any auto						
	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: <i>Mary Beth Purcell</i>
			Date: 7/6/2023 mpurcell@nhprimex.org
State of NH Dept of Safety 33 Hazen Dr. Concord, NH 03305			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Town of Greenland	187	7/1/2023
Town of Groton	189	7/1/2023
Town of Hampstead	190	7/1/2023
Town of Hampton	191	7/1/2023
Town of Hancock	193	7/1/2023
Town of Hanover	194	7/1/2023
Town of Harrisville	195	7/1/2023
Town of Haverhill	196	7/1/2023
Town of Hebron	197	7/1/2023
Town of Henniker	198	7/1/2023
Town of Hinsdale	201	7/1/2023
Town of Holderness	202	7/1/2023
Town of Hooksett	204	7/1/2023
Town of Hopkinton	205	7/1/2023
Town of Hudson	206	7/1/2023
Town of Jaffrey	208	7/1/2023
Town of Jefferson	209	7/1/2023
City of Keene	210	7/1/2023
Town of Kensington	211	7/1/2023
Town of Kingston	212	7/1/2023
City of Laconia	213	7/1/2023
Town of Lancaster	214	7/1/2023
Town of Landaff	215	7/1/2023
Town of Langdon	216	7/1/2023
Town of Lee	218	7/1/2023
Town of Lempster	219	7/1/2023
Town of Lincoln	220	7/1/2023
Town of Lisbon	221	7/1/2023
Town of Littleton	223	7/1/2023
Town of Londonderry	224	7/1/2023
Town of Lyman	226	7/1/2023
Town of Lyme	227	7/1/2023
Town of Lyndeborough	228	7/1/2023
Town of Marlow	233	7/1/2023
Town of Mason	234	7/1/2023
Town of Merrimack	236	7/1/2023
Town of Milan	238	7/1/2023
Town of Milton	240	7/1/2023
Town of Monroe	241	7/1/2023
Town of Nelson	244	7/1/2023
Town of Newbury	247	7/1/2023
Town of New Castle	248	7/1/2023
Town of New Durham	249	7/1/2023
Town of New Hampton	251	7/1/2023
Town of New London	254	7/1/2023
Town of Newmarket	255	7/1/2023
Town of Newport	256	7/1/2023
Town of North Hampton	259	7/1/2023
Town of Northumberland	260	7/1/2023
Town of Northwood	261	7/1/2023
Town of Nottingham	262	7/1/2023
Town of Orange	263	7/1/2023



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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.

<i>Participating Member:</i> Primex3 Members as per attached Schedule of Members Workers' Compensation Program		<i>Member Number:</i>	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			<input type="checkbox"/> Each Occurrence	
			<input type="checkbox"/> General Aggregate	
			<input type="checkbox"/> Fire Damage (Any one fire)	
			<input type="checkbox"/> Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			<input type="checkbox"/> Combined Single Limit (Each Accident)	
			<input type="checkbox"/> Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> Statutory	
			<input type="checkbox"/> Each Accident	\$2,000,000
			<input type="checkbox"/> Disease – Each Employee	\$2,000,000
			<input type="checkbox"/> Disease – Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			<input type="checkbox"/> 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: <i>Mary Beth Purcell</i> Date: 1/2/2024 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
State of NH Dept of Safety 33 Hazen Dr. Concord, NH 03305			

Town of Mason	234
Town of Meredith	235
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 Moultonborough	243
Town of Nelson	244
Town of New Boston	246
Town of Newfields	250
Town of Newington	252
Town of New Ipswich	253
Town of Newport	256
Town of Newton	257
Town of Northfield	258
Town of Northumberland	260
Town of Northwood	261
Town of Nottingham	262
Town of Orange	263
Town of Orford	264
Town of Ossipee	265
Town of Pembroke	267
Town of Pittsburg	270
Town of Pittsfield	271
Town of Plainfield	272
Town of Plaistow	273
Town of Plymouth	274
Town of Raymond	277
Town of Rindge	279
Town of Rollinsford	281
Town of Roxbury	282
Town of Rumney	283
Town of Rye	284
Town of Salem	285
Town of Salisbury	286
Town of Sanbornton	287
Town of Sandown	288
Town of Sandwich	289
Town of Seabrook	290
Town of Shelburne	292
Town of South Hampton	294
Town of Springfield	295
Town of Strafford	299
Town of Stratford	300
Town of Stratham	301
Town of Sullivan	303
Town of Sunapee	304
Town of Surry	305
Town of Swanzey	307
Town of Tamworth	308