



State of New Hampshire
 DEPARTMENT OF NATURAL & CULTURAL RESOURCES
 STATE COUNCIL ON THE ARTS

172 Pembroke Road Concord, New Hampshire 03301
 Phone: 603-271-2789 Fax: 603-271-3584
 TDD Access: Relay NH 1-800-735-2964
 nh.gov/nharts



New Hampshire
 State Council on the Arts

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May 28, 2024

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

REQUESTED ACTION

Pursuant to RSA 261:97-c, Use of Funds, authorize the Department of Natural and Cultural Resources, Division of the Arts, to award a Conservation License Plate (Moose Plate) grant to the Town of Peterborough, NH (VC #177459) in the amount of \$20,000 to support the restoration of their 1893 Chickering Grand Piano effective upon Governor and Council approval through October 31, 2024. 100% Other Funds (Agency Income).

Funds are available in account, Conservation Plate Funds, as follows:

	<u>FY 2024</u>
03-035-035-350010-34050000-073-509074 – Grants Non-Federal	\$20,000

EXPLANATION

Moose Plate Funds are used to promote the use and conservation of cultural resources in New Hampshire and to preserve the cultural heritage that belongs to all New Hampshire citizens by providing for the preservation of publicly owned historic properties.

The Town’s Grand Piano has been a feature of the Upper Hall of the Peterborough Town House for more than a century since the day the Town House was opened and dedicated to the residents of Peterborough in 1918. The piano is featured in a photograph printed on the front page of the March 7, 1918 edition of The Peterborough Transcript. The maker of the piano, the Boston-based Chickering & Sons, was the first piano manufacturer in the United States.

Since the mid-twentieth century, countless contra and square dance devotees have enjoyed the piano while they danced the night away in the Upper Hall, buoyed by music performed by some of the most revered musicians in the genre’s history. It is the same piano that beloved musician and prolific composer (and 2002 NEA National Heritage Fellow) Robert ‘Bob’ McQuillen played for more than 60 years at the Contra dances held in the Upper Hall.

The restoration will enable the piano to serve Peterborough for at least another 100 years. According to piano restorer Jim Ialeggo of Grand Piano Solutions, who has expertise in the restoration of Chickering pianos specifically, the piano “has the potential to be an outstanding performance piano. It can not only provide a robust and unique bass for Peterborough’s contra music but also could be an outstanding instrument for any chamber music concert series.” Once restored, the piano would be made available for use by all who reserve the Upper Hall for musical events and performances, again contributing to the artistry and joy of contra dancers and musicians at the monthly dances held by the Monadnock Folklore Society. Moreover, there is interest in the future use of this piano by area groups including Viva Bach

and Monadnock Music, which would use it for chamber music and accompaniment for choral groups, respectively, broadening the scope of its use and bringing enjoyment and culture to even more people.

The Attorney General's Office has reviewed and approved the grant agreement as to form, substance, and execution.

Respectfully submitted,

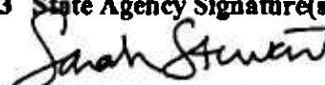
(SM)



Sarah L. Stewart
Commissioner

GRANT AGREEMENT
 The State of New Hampshire and the Grantee hereby mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire State Council on the Arts		1.2. State Agency Address 172 Pembroke Rd., Concord, NH 03301	
1.3. Grantee Name Town of Peterborough Vendor Code: 177459 UEL: XR5DV3JYL3W5		1.4. Grantee Address PO Box 771 1 Grove St Peterborough, NH 03458	
1.5 Grantee Phone # 603/924-8000	1.6. Account Number 34050000-073-509074	1.7. Completion Date 10/31/2024	1.8. Grant Limitation \$20,000.00
1.9. Grant Officer for State Agency Cassandra Mason, NHSCA Grants Officer		1.10. State Agency Telephone Number (603) 271-2789	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 SETH MALLEAN, DIRECTOR ADP	
Grantee Signature 2		Name & Title of Grantee Signor 2 n/a	
Grantee Signature 3		Name & Title of Grantee Signor 3 n/a	
1.13 State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Sarah L. Stewart, Commissioner RB	
1.15. Approval by Attorney General (Form, Substance and Execution) (If G & C approval required) By:  Assistant Attorney General, On: 5/ 30/ 2024			
1.16. Approval by Governor and Council (if applicable) By: On: / /			

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

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions.
8. **PERSONNEL.**
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. **DATA; RETENTION OF DATA; ACCESS.**
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. **CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. **EVENT OF DEFAULT; REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice of default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 12.4. **CONFLICT OF INTEREST.** No officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

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Grantee Initials 
Date 2/22/29

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

Grantee Initials

Date


2/22/24

**STATE OF NEW HAMPSHIRE DEPARTMENT OF NATURAL &
CULTURAL RESOURCES DIVISION OF THE ARTS**

NEW HAMPSHIRE STATE COUNCIL ON THE ARTS Cultural Conservation GRANT

EXHIBIT A – SPECIAL PROVISIONS

- Section 17.1.2 is modified to reflect to coverage indicated on the attached Certificate of Insurance
- Funding credit including Council logo must appear in all programs, publicity, and promotional materials. The following wording and Council logo should be used:



Town of Peterborough
is supported in part by a grant from the Cultural Conservation Mooseplate Program

- By execution of this grant agreement, the organization assures and certifies that it is not on the debarred or suspended list System for Award Management (SAM) Exclusions and is eligible to receive federal and state funds.
- The Grantee acknowledges that the NHSCA Program Coordinator may schedule a site visit to the organization and may request a site visit from the NHSCA.
- The Grantee agrees to abide by the limitations, conditions and procedure outlined herein and in the attached appendices. If appropriated funds for this grants program are reduced or terminated, all payments under this grant may cease. That determination rests within the sole discretion of the Council.
- The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
- **FINAL REPORT:** The Grantee agrees to submit a final financial and narrative report on a form provided by the Council no more than 30 days after the end of the grant period. Failure to submit the final report will render the Grantee ineligible for Council funding for two years.

EXHIBIT B – SCOPE OF WORK

- The Grantee agrees to accept \$20,000.00 and apply it to the program(s) described in the grant application and approved budget to support the restoration of an 1893 Chickering and Son Grand Piano used for Contra Dances in the Peterborough Town Hall. In the performance of this grant agreement, the Grantee is in all respects an independent contractor and is neither an agent nor employee of the State.

EXHIBIT C – PAYMENT TERMS

- **GRANT AMOUNT** – Total granted amount shall not exceed \$20,000.00.
- **PAYMENT** will be made following the receipt and execution of all required documents.

Grantee Initials AD
Date 2/22/24

Municipality Certification of Authority

I, Linda M Guyette (Name), hereby certify/attest that I am duly elected Clerk/Secretary of Peterborough (Name of Municipality), New Hampshire. I hereby certify the following is a true copy of the resolution adopted during a meeting of the Municipality Officers, duly called and held on January 2, 2024, at which a quorum of the Municipality Officers were present and voting.

RESOLVED: That Seth MacLean, Public Works Director (Name and Title of Official Signing the Agreement) is duly authorized to enter into contracts or agreements on behalf of Town of Peterborough (Name of Municipality) with the State of New Hampshire, acting by and through the Department of Natural and Cultural Resources-NH State Council on the Arts, and is further authorized to execute any documents on behalf of this Municipality which may be in his/her judgement desirable or necessary to effect the purpose of this resolution.

I hereby certify that the foregoing resolution has not been amended or repealed and remains in full force and effect as of January 2, 2024. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the Municipality. This authority remains valid for thirty (30) days from the date of this certificate.

DATED: 2/15/2024

ATTEST: Linda M Guyette
(Secretary/Clerk Signature: Completing this Certificate)

MINUTES
SELECT BOARD
TOWN OF PETERBOROUGH
Tuesday, January 2, 2024 – 5:00 PM
1 Grove Street, Peterborough, New Hampshire

Present: Tyler Ward, Bill Taylor, Bill Kennedy

Also Present: Nicole MacStay, Chief Ed Walker, Danica Melone, Alison Kreutz

The meeting was broadcast live on Ustream, YouTube, and Channel 22 (Comcast).

Chair Ward opened the meeting at 5:00 PM.

Motion: Chair Ward opened public hearing pursuant to RSA 31:95-b – Acceptance of Unanticipated Moneys.

Vote: Mr. Kennedy Seconded. Motion carried.

PUBLIC HEARING – Acceptance of Unanticipated Moneys

Ms. MacStay said there was an anonymous donation of \$1,849.00 made for the purpose of purchasing of one of two commercial coat racks needed for the Upper Hall.

There was no public comment.

Motion: Mr. Kennedy made a motion to close the public hearing.

Vote: Mr. Taylor seconded. Motion carried.

Motion: Chair Ward made a motion to accept the donation of \$1,849.00 to be put toward the purchase of a commercial coat rack for the Upper Hall.

Vote: Mr. Kennedy seconded. All in favor. Motion carried.

Vote to Accept Grant for NH Council on the Arts for Upper Hall Piano Restoration

Ali Kreutz said a grant application was submitted last summer for the purposes of restoring the Upper Hall Piano. Lisa Sieverts of the Monadnock Folklore Society had implored the Town to apply for this grant, and said, if the grant was awarded, the Folklore Society would raise any additional funds needed to get the piano in playable shape. The Town was awarded the maximum grant amount of \$20,000.00.

Motion: Mr. Taylor motioned that Seth MacLean, Public Works Director, is duly authorized to enter into contracts or agreements on behalf of the Town of Peterborough with the State of New Hampshire, acting by and through the Department of Natural and Cultural Resources-NH State Council on the Arts, and is further authorized to execute any documents on behalf of this municipality with may be in his judgement desirable or necessary to effect the purpose of this resolution.

Vote: Mr. Kennedy seconded. All in favor. Motion passed.

Vote to Accept New Street Names

Chief Ed Walker said names for two new private roads are awaiting Select Board approval. 'Hilltop Drive' comes off of Cranberry Meadow Drive, and 'Outlook Drive' is a cul-de-sac, located further down Carley Road. 911 has approved of the suggested names, which were provided by the developer. Chief Walker said there is no intention to make them public/town roads (town tax dollars would not be used for maintenance).

From the audience, Leslie Lewis asked if that was the case for Cranberry Meadow Drive as well, and Ms. MacStay confirmed.

Motion: Chair Ward made a motion to accept the street names of Hilltop Drive and Outlook Drive.

Vote: Mr. Taylor seconded. All in favor. Motion carried.

Mr. Kennedy asked who would be responsible for providing the signage for the new roads.
Ms. MacStay answered that the developer would be responsible.

Vote to Approve Select Board Minutes of December 5 and December 19, 2023

Motion: Mr. Taylor made a motion to approve the minutes of December 5th and December 19, 2023.

Vote: Mr. Kennedy seconded. All in favor. Motion carried.

Ms. Nelson asked if the Board would acknowledge the recent passing of Frank Morrill, a former Peterborough police officer.

Chair Ward thanked Ms. Nelson for mentioning it, and said Mr. Morrill's passing was tragic, and "our hearts go out to his family." Ms. MacStay said Mr. Morrill had been a police officer in Peterborough for 14 years, and Mr. Taylor added that Mr. Morrill had been the head of security at Monadnock Community Hospital.

5:30 PM - JOINT SELECT BOARD BUDGET COMMITTEE MEETING

Budget Committee Chair Richard Lesser was unable to attend the start of the meeting, so Vice Chair Mandy Sliver served as Chair. Vice Chair Sliver introduced the other present members of the Budget Committee: Carl Mabbs-Zeno, Mary Clark, Al Lenos, Rick Lesser, Don Parkhurst, Leslie Lewis, and Richard Rcynells. Andrew Osterman was not in attendance, due to illness.

CIP Presentation

Leandra MacDonald, Chair of the CIP Committee, recognized the members of the CIP Committee (Jim Hassinger, Carl Mabbs-Zeno, Sarah Steinberg Heller, Rick Lesser, Gary Gorski, James Kelly, David Odland) as well as Finance Director Lilli Gilligan and Town Planner Danica Melone.

Ms. MacDonald provided background about the CIP Committee, and reviewed the changes that had occurred in FY2024, the most significant of which was a shift to increase the use of Capital Reserve accounts and decrease the use of bonds. She displayed a graph illustrating the impacts of long-term financing. A chart with warrant article amounts needed to fund Capital Reserve Funds between FY2023 and FY2030 was displayed, followed by annual payments scheduled for bonds approved at prior town meetings.

Mr. Lenos asked what was included in the 'Union Street Infrastructure' bond item.

Ms. MacDonald said it was when the road and sidewalks along Union Street were redone (from the five-way intersection extending out a mile in the direction of the playground). Ms. MacStay added it was a 15-year bond, and was a million dollar project.

Ms. Clark said it would be helpful to have a column that includes the duration of relevant bonds.

Ms. MacDonald said CIP has that information, and can include that column in the future.

Ms. Nelson said work had yet to start on the Fire Station and DPW Garage, but they were included in the list of bonded projects.

Ms. MacDonald said the start date of the projects did not impact initial bonds.

Chair Ward asked if the awarded bond money for projects that had yet to begin was kept in an interest-bearing account.

Ms. MacStay said it was, and was probably breaking about even.

Ms. MacDonald reviewed Capital Reserve Funds for Police, Fire, Recreation, and DPW Fleet. She noted that equipment costs more than it used to, so warrant article revenue is increasing accordingly. She then reviewed Capital Reserve Funds for Bridge, Dam, and Culvert Refurbishment and Replacement, Roadway Systems Upgrades (which sunsets in 2028), and Landfill Pollution Abatement Fund. She noted that the settlement money has run out, so funding will now need to come out of the General Fund.

Ms. MacDonald then reviewed General Fund, Water and Sewer Enterprise Funds, TIF Districts.

She said there were "quite a lot of things that need to happen" in the South Peterborough TIF, including water main/pedestrian bridge, and the work on Powersbridge Road, and Morrison Road bridge.

West Peterborough TIF has no payments going out in FY2025, so that will turn into an expendable trust fund – it will not go back into General Fund, and can only be spent in the district.

Ms. MacDonald said the CIP Committee provides these numbers to inform the decisions made by the Budget Committee and Select Board, and the CIP Committee grateful to them for the work they do.

Mr. Kennedy asked for clarification about bond payments in the TIF Districts.
Ms. MacStay said those bond payments are 100% paid by TIF funds.

Vice Chair Sliver said she thought paving of roads was not a qualifying expense for TIFs.
Ms. MacStay said it was an acceptable use, and is in the plans for the those TIFs. She added that she, Mrs. Gilligan, and Mr. MacLean had been brainstorming ways to remove capital expenditures from the operating budget, as the operating budget is complicated by inclusion of TIF projects. Mrs. Gilligan had received confirmation from the DRA that they could be organized that way.

Ms. MacDonald asked how it would impact the advisory board's role. Ms. MacStay answered that it would not impact it at all.

Ms. Lewis inquired about the \$2.4 million in the West Peterborough TIF that would remain after FY25. Can we use it for plowing or paving the roads in that TIF, rather than that coming from the General Fund?
Ms. MacStay said maintenance for the roads in the TIF could be paid for out of the TIF. Ms. Melone added that any work that needed to be redone in that TIF could be funded by those moneys.

There was a discussion about how TIFs are established and how TIF district funds are managed, and the impacts to the budget and tax rate after a TIF sunsets.

Budget Committee Chair Rick Lesser arrived at the meeting.

Chair Ward asked Ms. MacDonald to revisit the slide with the annual schedule of bonds approved at prior town meetings. He said to have all the major infrastructure improvements in the last 10 years result in only a \$1.14 impact on the tax rate, and to see that number is projected to decrease in coming years, is a testament to the fiscal responsibility of Town Administration and all those who have been involved in these decisions.

Ms. Sliver asked if the schedule will be updated once the numbers for the new fire station are in.
Ms. MacDonald confirmed that the numbers would be updated once the numbers are known.

Mr. Lenos asked if there was any way to estimate the assessed valuation of the town in those future fiscal years. Assessing Clerk Ali Kreutz said that establishing values is so complex and so dependent on the market that there was no accurate mechanism to estimate future value.

Draft Budget & Town-Wide Impacts

Ms. MacStay presented the major cost drivers of the proposed budget, including health insurance (up 5.5%), workers compensation (13.1%), Electricity (up 2%), and Debt Service (increase of \$112,437).

She continued that 2% COLA and 2% Merit are proposed for FY25, following review of Northeast CPI, Social Security CPI, and survey responses from eight other towns in the area (which had an average adjustment of 4.6%).

There was a discussion about the impacts of the salary adjustments that had taken place in FY2024. Ms. MacStay said employees are comfortable with what they're being paid, staff retention is up, and there aren't as many difficulties bringing people in and keeping them.
Chief Walker agreed, and said there were improvements in PFR.

Ms. MacStay said the Ambulance Service has been moved into the Operating Budget. She explained that the Transfer Program was a pilot program with MCH that started in 2011, and it worked well for a long time though it was always secondary to the 911 Service, and transfer revenue greatly subsidized the cost of ambulance operations.

However, staffing has been difficult to maintain since 2020, and the transfer service was suspended in June 2023 due to ongoing staffing crisis. Other challenges include declining insurance reimbursement, increased 911 call volume, and legislative efforts that could further complicate collection of adequate payment for services.

She continued that moving the Ambulance Service to the operating budget will help to stabilize the service, as it allows for more cash flow flexibility than a revolving fund. Ambulance Service CIP has been suspended until FY2026, and revenue shortfall has been distributed across all towns served. The Ambulance Revolving Fund will be left open so it can be used in the future.

Mr. Lenos asked how transfers are being handled now.

Chief Walker said the hospital calls any ambulance service that is willing and able to handle transfers. There are instances where an ambulance is not deemed medically necessary, so some patients are now going via personal vehicle. People who aren't able to ride in a standard passenger vehicle can arrange to go by wheelchair van service, such as SmartRide. He continued that MCH is a critical access hospital, and "there is a huge demand" on them.

Ms. Lewis added that "critical access" meant there is a limit to number of beds and how long they can keep patients.

Ms. Nelson asked for clarification on the Revolving Fund remaining after Ambulance has been moved to Operating Budget. Ms. MacStay replied that there was no reason to close the revolving fund at this time.

Ms. Lewis asked if revenue received from other towns would go straight into the operating budget.

Ms. MacStay confirmed. Chief Walker added that insurance reimbursement would also go into the budget.

Mr. Taylor said the costs incurred by the Ambulance Service are being shifted to the operating budget, rather than warrant articles going to Town Meeting every year.

Ms. MacStay confirmed. She said because of the loss in transfer revenues, a few hundred thousand dollars will need to be raised by taxation.

There was a lengthy discussion about the challenges faced by the Ambulance Service, and considerations about ways to reduce spending and increase revenues.

Ms. MacStay reviewed the meeting schedule for future joint Select Board Budget Committee meetings. She said, "the budgets are all coming in pretty level", with only a few exceptions. The Fire Station details will hopefully be included in the January 30th meeting.

Ms. Lewis said it would be great to see an updated CIP presentation with the fire station included. Ms. MacStay agreed, and said that could be arranged once the numbers were in.

Chair Ward asked if there would be a warrant article this year related to COLA or merit increase, such as was seen last year for the Town Clerk.

Ms. MacStay said the COLA amount for the Town Clerk was fixed as a result of the warrant article last year.

Mr. Lesser asked if the Town Clerk would get what the rest of the employees are getting, so it could vary from year to year.

Ms. MacStay confirmed.

Vice Chair Sliver said the Budget Committee met on December 5th and officers were elected. She thanked Ms. Clark for writing up the minutes for the last meeting.

Motion: Ms. Lewis made a motion to approve the Budget Committee meeting of December 5, 2023.

Vote: Mr. Lesser seconded. All in favor. Motion carried.

Mr. Lenos asked if there was any mechanism for a board or committee member being removed due to non-attendance at meetings.

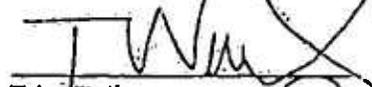
Ms. MacStay said no, elected board or committee members could only be removed due to malfeasance.

Motion: Ms. Lewis made a motion to adjourn at 6:57 PM.

Vote: Mr. Lesser seconded. All in favor. Motion carried.

Respectfully Submitted,
Alison Kreutz, Assistant to the Town Administrator

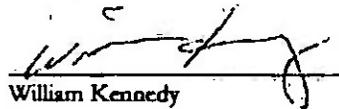
PETERBOROUGH
SELECT BOARD:



Tyler Ward



Bill Taylor



William Kennedy

PETERBOROUGH
BUDGET COMMITTEE:



Rick Lesser



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex²) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex² is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex² is entitled to the categories of coverage set forth below. In addition, Primex² may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex², including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex² Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex². As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

Participating Member: Town of Peterborough 1 Grove Street Peterborough, NH 03458		Member Number: 268	Company Affording Coverage: NH Public Risk Management Exchange - Primex ² 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 checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2023	7/1/2024	Each Occurrence	\$ 2,000,000
			General Aggregate	\$ 10,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input checked="" type="checkbox"/> Automobile Liability Deductible: Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2023	7/1/2024	Combined Single Limit (Each Accident)	\$2,000,000
			Aggregate	\$10,000,000
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input checked="" type="checkbox"/> Property (Special Risk Includes Fire and Theft)	7/1/2023	7/1/2024	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
Description: Proof of Primex Member coverage only.				

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex² - NH Public Risk Management Exchange
NH Department of Natural and Cultural Resources 172 Pembroke Road Concord, NH 03301			By: <i>Wendy Beth Powell</i>
			Date: 2/23/2024 mpurcell@nhprimex.org
			Please direct inquiries to: Primex² Claims/Coverage Services 603-228-2841 phone 603-228-3833 fax