CJG

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

91

January 29, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Safety, Division of State Police, to amend an existing grant agreement (PO#1097647) with the Berlin Police Department (VC#177362) Berlin, NH, by increasing the grant limitation by $67,000, from $152,702.37 to $219,702.37, to reduce the instance of crimes and illicit activity near the Canadian border. The sample grant agreement was originally approved by the Governor and Executive Council on January 31, 2024, item #127. The grant agreement with Berlin Police Department was approved by DOJ following execution by the grantee on February 14, 2024. Effective upon Governor and Council approval through June 30, 2025. **100% General Funds**

Funding is available in the SFY 2025 operating budget as follows

	SFY 2025
02-23-23-234010-63690000 Dept. of Safety – Division of State Police – Northern Border Alliance Prog	
073-500580 Grants-Non-Federal – Grant to Local Gov't	$67,000

EXPLANATION

This grant agreement is established to support initiatives aimed at reducing crime and illicit activity within the Northern Border Alliance Patrol Area. By providing financial assistance to law enforcement agencies, the grant enhances operational capacity and promotes public safety in the region. Reimbursement under this grant is limited to expenses directly incurred because of participation in grant-related activities. Eligible costs include law enforcement overtime, which covers compensation for overtime hours worked or straight-time wages for part-time law enforcement officers exceeding their normally scheduled hours. The grant also covers the employer share of benefits associated with reimbursed wages and mileage expenses directly related to grant-supported operations.

Funding under this grant may be used to support in-person training necessary for law enforcement personnel to enhance operational effectiveness within the patrol area. It also covers law enforcement operations conducted within the Northern Border Alliance Patrol Area that contribute to crime reduction and enhanced security.

Respectfully submitted,

Robert L. Quinn
Commissioner of Safety

Grant Agreement with the Berlin Police Department. Northern Border Alliance Grant Program

Amendment No. 1

This Agreement (hereinafter called the Amendment) dated this 5th day of December 2024 is by and between the State of New Hampshire, acting by and through its Department of Safety (hereinafter referred to as the State) and the Berlin Police Department acting by and through the City Manager, Phillip Warren, (hereinafter referred to as the Grantee).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on January 31, 2024, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, The Grantee and the State have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:

   (A) The Grant Limitation as set forth in sub-paragraph 1.8 shall be changed from $152,702.37 to **$219,702.37.**

   All other conditions outlined in the contract shall remain in effect.

2. Effective Date of Amendment: This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.

3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

By _____
Phillip Warren, City Manager
Berlin Police Department

STATE OF NEW HAMPSHIRE
COUNTY OF Coos

On this the 6th day of January 2025 before the undersigned officer, personally appeared Phillip Warren who acknowledged himself to be the person who executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Danielle Rioux

My Commission Expires:

DANIELLE RIOUX
MY COMMISSION EXPIRES AUG. 26, 2025
NOTARY PUBLIC
NEW HAMPSHIRE

THE STATE OF NEW HAMPSHIRE
Department of Safety

By: _____
Robert Quinn

Approved by Attorney General this 9th day of January, as to form, substance and execution.

OFFICE OF ATTORNEY GENERAL

CITY COUNCIL MEETING – Monday, December 4, 2023

Public Hearing

Mayor Grenier opened the Public Hearing at 7:14 pm for Resolution 2023-39 DOJ BVP PD. Chief Buteau advised that this grant would fund half of the cost of bulletproof vests for the department, up to $4,600. There were no public comments. Mayor Grenier closed the Public Hearing at 7:15 pm.

Mayor Grenier opened the Public Hearing at 7:15 pm for Resolution 2023-40 Northern Border Alliance PD. There were no public comments. Mayor Grenier closed the Public Hearing at 7:16 pm.

Mayor Grenier opened the Public Hearing at 7:16 pm for Resolution 2023-41 Unanticipated Highway Block Grant Funds. There were no public comments. Mayor Grenier closed the Public Hearing at 7:17 pm.

Regular Meeting

Mayor Grenier called the Regular City Council Meeting to order at approximately 7:17 pm.

a. Pledge of Allegiance

b. Roll Call
Present: Mayor Grenier, Councilors Robert Theberge, Higbee, Berthiaume, Morency, Valerino, Morgan, Eastman, and Roland Theberge.
Absent: None
Also present: City Manager Phillip Warren, Jr, City Clerk Shelli Fortin, Chief Daniel Buteau, Deputy Chief Nathan Roy, Mayor-Elect Robert Cone, Councilor-Elect Steven Korzen, Lori Korzen, Jamie Welch, Gina Welch, and Lisa Connell, Berlin Daily Sun.

c. Councilor Roland Theberge moved, with a second by Councilor Morgan, to accept the minutes of the November 20, 2023 Regular Meeting and Work Session and the Non-Public Session of November 30, 2023. So moved, the motion passed.

Disbursements:

Disbursement Summary Draft #1950 with a start date of 11/20/2023 and an end date of 12/04/2023 for a total cash disbursement of $3,801,952.94. Councilor Roland Theberge moved, with a second by Councilor Valerino, to accept the disbursement summary and pay all bills as recommended by the Committee on Accounts/Claims. Mayor Grenier noted that the County tax was paid in the amount of approximately $2.1 million, which accounts for the higher amount on this report. So moved, the motion passed.

PUBLIC COMMENTS

There were no public comments.

UNFINISHED BUSINESS

1. Council Committee Reports

There were no Council committee reports.

2. Resolution 2023-39 DOJ BVP PD (tabled 11/20/2023)

In the Year of Our Lord Two Thousand Twenty-Three

A **RESOLUTION** authorizing the Berlin Police Commission to apply for and receive grant funds from the Department of Justice Bulletproof Vest Partnership (DOJ BVP).

Resolved by the City Council of the City of Berlin as Follows:

WHEREAS due to the danger and inherent risks of being a police officer, it is the policy of the Berlin Police Department that each officer is equipped with a ballistic vest; and

WHEREAS the DOJ BVP grant provides reimbursement for 50% of the cost of a ballistic patrol vest; and

WHEREAS the DOJ BVP grant has authorized us to receive up to $4,600 in reimbursement for these mandatory purchases, with a grant expiration of 8/31/2025.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Berlin, NH, that the Berlin Police Commission is authorized to apply for and receive grant funds from the New Hampshire Department of Justice Bulletproof Vest Partnership. Said funds granted to the City of Berlin will be used for the purpose of purchasing ballistic patrol vests during Fiscal Year 2024 and 2025. Be it further resolved that the City Manager is authorized to sign the grant documents and execute all things necessary to effectuate the grant.

This Resolution shall be in full force and effect from and after passage.

Councilor Berthiaume moved, with a second by Councilor Higbee, to remove this item from the table. So moved, the motion carried.

Councilor Berthiaume moved, with a second by Councilor Higbee, to read Resolution 2023-39 by short title for a second time. So moved, the motion carried.

Councilor Berthiaume moved, with a second by Councilor Higbee, to read Resolution 2023-39 by short title for a third time. So moved, the motion carried.

Councilor Berthiaume moved, with a second by Councilor Higbee, that Resolution 2023-39 be passed. So moved, the motion passed. Morency - recused

2. Resolution 2023-40 Northern Border Alliance PD (tabled 11/20/2023)

In the Year of Our Lord Two Thousand Twenty-Three

A **RESOLUTION** authorizing the Berlin Police Commission to apply for and receive grant funds from the Northern Border Alliance Task Force, for participation in patrolling the jurisdictions along the New Hampshire and Canadian border.

Resolved by the City Council of the City of Berlin as Follows:

WHEREAS, there are two State Highways in Berlin, NH that provide a route from the New Hampshire and Canadian border to larger communities in the southern part of our state and other states in New England; and

WHEREAS, there has been a significant increase in criminal activity along the New Hampshire and Canadian border, and an increase in the transportation of illicit drugs from Canada to other areas of New England; and

WHEREAS, the New Hampshire Attorney General's Office is forming a task force utilizing members of North Country Law Enforcement Agencies to conduct patrols along border communities. These patrols will be staffed by officers on a voluntary, overtime basis, not to interfere with our agencies regular patrol schedule; and

WHEREAS, these patrols are fully funded, to include cruiser use reimbursement, with no required match. The combined total funding allocated for all local agencies to participate in this task force during the 18-month program is up to $800,000; and

WHEREAS, the increased presence along the border can help reduce crime throughout the North Country, to include our community.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Berlin, NH, that the Berlin Police Commission is authorized to apply for and receive grant funds from the Northern Border Alliance Task Force. Said funds granted to the City of Berlin will be used for reimbursement of patrols conducted along the New Hampshire

and Canadian border during Fiscal Year 2024 and 2025. Be it further resolved that the City Manager is authorized to sign the grant documents and execute all things necessary to effectuate the grant.

This Resolution shall be in full force and effect from and after passage.

Councilor Higbee moved, with a second by Councilor Morgan, to remove this item from the table. So moved, the motion carried.

Councilor Higbee moved, with a second by Councilor Morgan, to read Resolution 2023-40 by short title for a second time. So moved, the motion carried.

Councilor Higbee moved, with a second by Councilor Morgan, to read Resolution 2023-40 by short title for a third time. So moved, the motion carried.

Councilor Higbee moved, with a second by Councilor Morgan, that Resolution 2023-40 be passed.

Councilor Roland Theberge asked if the officers from Berlin PD would be patrolling along the border and Chief Buteau advised they would be. Chief Buteau stated it is unknown what the schedule will be at this point. They will be using Berlin's vehicles, and this will be reimbursed by the grant. Mayor Grenier asked if the Berlin officers would be deputized, as they will be out of their jurisdiction, and Councilor Valerino noted that deputizing all of the officers as sheriffs would be a liability. Deputy Chief Roy explained that the Northern Border Alliance Task Force falls under the Attorney General's Office, similar to the Drug Task Force, and officers would be allowed to make arrests outside of their jurisdiction as part of that task force. The grant will also cover any time for officers to testify in court.

Councilor Robert Theberge asked if any plans were being made for the solar eclipse. Chief Buteau advised that have had a number of meetings at the state level, and are in the process of planning for it.

So moved, the motion passed. Morency - recused

4. Resolution 2023-41 Unanticipated Highway Block Grant Funds (tabled 11/20/2023)

In the Year of Our Lord Two Thousand Twenty-Three

A RESOLUTION accepting unanticipated funds from the State of New Hampshire

Resolved by the City Council of the City of Berlin as Follows:

WHEREAS, HB2, Sections 520 and 521 have provided additional unanticipated highway block grant funds for the City, which shall be accepted pursuant to RSA 31:95-b, shall be treated as non-lapsing funds and shall be appropriated consistent with guidance offered by the state; and

WHEREAS, the city has been allocated $63,488.80 in additional highway block grant aid.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Berlin, NH accepts the unanticipated amount of $63,488.80 in additional highway block grant aid to be expended consistent with state guidance offered and shall be considered non-lapsing funds.

This resolution shall be in full force and effect from and after passage.

Councilor Berthiaume moved, with a second by Councilor Higbee, to remove this item from the table. So moved, the motion carried.

Councilor Berthiaume moved, with a second by Councilor Higbee, to read Resolution 2023-41 by short title for a second time. So moved, the motion carried.

Councilor Berthiaume moved, with a second by Councilor Higbee, to read Resolution 2023-41 by short title for a third time. So moved, the motion carried.

Councilor Berthiaume moved, with a second by Councilor Higbee, that Resolution 2023-41 be passed. So moved, the motion passed.

NEW BUSINESS

1. City Manager's Report

1. The traffic light at Hutchins and East Mason has some serious problems with the wiring – it appears that wires have failed and the enclosure has concerns as well. The vendor will be reporting back as to options for repair.
2. Snow removal operations are ongoing – it is the first storm and is a "learning" opportunity for both residents and staff.
3. There has been an increase in unacceptable behavior as it relates to interactions with the public. There are interactions where callers have used foul and threatening language towards staff. It is the policy of this office to terminate phone calls and interactions where obscenities or threatening language is used. Furthermore, any threatening statements / interactions will be referred to the police department. It is unreasonable to assume that staff should tolerate this behavior – we all deal with difficult issues.
4. The lights for Hutchins Street have been received and will be installed at the first opportunity, which will probably be Spring 2024 unless we have a prolonged "thaw" this winter.
5. Capital Improvement submissions have been received, the next step will be that my office will meet with departments and finalize the plan.

Mayor Grenier asked if the lights would remain blinking through the winter at the Hutchins and East Mason Street intersection and City Manager Warren advised he is not sure of the timeframe. Mr. Warren stated that the goal is to get refurbished parts, so they do not incur the expense of new lights that may not be compatible with the RAISE Grant.

Councilor Morgan moved, with a second by Councilor Higbee, to accept the City Manager's Report and place it on file. So moved, the motion passed.

2. Mayor's Report

a. Planning Board and Zoning Board of Adjustment Appointments

Mayor Grenier and City Council,

The Planning Board has an open spot in its regular membership and Micah Bachner, an alternate member with the board is interested in moving up to be a regular member. In his new role, he will now have a term that will run until April 30, 2026.

Eamon Kelley who previously served on the Planning Board but stepped down for a term with the Berlin School Board would like to come back to the board when his term finishes in January. He will be an alternate member and will fill a term that will run until April 30, 2026.

Cassandra Mason who recently applied to fill the unexpired term of Councilor Remillard with the City Council would like to serve on the Planning Board. She will be an alternate member and fill a term that will run until April 30, 2025.

Mark Evans and Tiffany Hale have both resigned from the Zoning Board of Adjustment. Mr. Evans will be joining the Berlin School Board in January and Ms. Hale is leaving due to personal reasons. Linda Lamirande currently an alternate with the ZBA but a former ZBA member in Milan with considerable experience is being recommended to take one of the regular membership spots on the ZBA. She will be a regular member with a term to run until April 30, 2025.

Sincerely,

Pamela E Laflamme
Director of Strategic Initiatives

Councilor Roland Theberge moved, with a second by Councilor Berthiaume, to approve the nominations of Micah Bachner as a regular member of the Planning Board with a term to expire April 30, 2026, Eamon Kelley as an alternate member of the Planning Board with a term to expire April 30, 2026, Cassandra Mason as an alternate member of the Planning Board with a term to expire April 30, 2025, and Linda Lamirande as a regular member of the ZBA with a tern to expire April 30, 2025. Also, to accept with regret the resignations of Mark Evans and Tiffany Hale from the Zoning Board. So moved, the motion carried.

6. Public Comments

There were no public comments.

7. Council Comments

Councilor Berthiaume advised she would not be able to attend the meeting on December 18, and wished everyone a Merry Christmas.

8. Adjournment

On a motion by Councilor Higbee, seconded by Councilor Berthiaume, the Council voted to adjourn the meeting at 7:39 pm. So moved, the motion carried.

A True Record, Attest:

Shelli Fortin
City Clerk

Note: Minutes are unofficial until they have been accepted by the Council by motion.

A RESOLUTION
2023-40

City of Berlin
NEW HAMPSHIRE

In the Year of Our Lord Two Thousand Twenty-Three

A **RESOLUTION** authorizing the Berlin Police Commission to apply for and receive grant funds from the Northern Border Alliance Task Force, for participation in patrolling the jurisdictions along the New Hampshire and Canadian border.

Resolved by the City Council of the City of Berlin as Follows:

WHEREAS, there are two State Highways in Berlin, NH that provide a route from the New Hampshire and Canadian border to larger communities in the southern part of our state and other states in New England; and

WHEREAS, there has been a significant increase in criminal activity along the New Hampshire and Canadian border, and an increase in the transportation of illicit drugs from Canada to other areas of New England; and

WHEREAS, the New Hampshire Attorney General's Office is forming a task force utilizing members of North Country Law Enforcement Agencies to conduct patrols along border communities. These patrols will be staffed by officers on a voluntary, overtime basis, not to interfere with our agencies regular patrol schedule; and

WHEREAS, these patrols are fully funded, to include cruiser use reimbursement, with no required match. The combined total funding allocated for all local agencies to participate in this task force during the 18-month program is up to $800,000; and

WHEREAS, the increased presence along the border can help reduce crime throughout the North Country, to include our community.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Berlin, NH, that the Berlin Police Commission is authorized to apply for and receive grant funds from the Northern Border Alliance Task Force. Said funds granted to the City of Berlin will be used for reimbursement of patrols conducted along the New Hampshire and Canadian border during Fiscal Year 2024 and 2025. Be it further resolved that the City Manager is authorized to sign the grant documents and execute all things necessary to effectuate the grant.

This Resolution shall be in full force and effect from and after passage.

PASSED: 12/04/2023
Date

APPROVED: _____
Mayor

ATTEST: Shelli Fortin
City Clerk

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:*
City of Berlin City Hall 168 Main Street Berlin, NH 03570	120	NH Public Risk Management Exchange - Primex³ 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:	
X	**General Liability (Occurrence Form)**	7/1/2024	7/1/2025	Each Occurrence	$ 2,000,000
	Professional Liability (describe)			General Aggregate	$ 10,000,000
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
X	**Automobile Liability** Deductible Comp and Coll: $1,000	7/1/2024	7/1/2025	Combined Single Limit (Each Accident)	$2,000,000
	Any auto			Aggregate	$10,000,000
X	**Workers' Compensation & Employers' Liability**	7/1/2024	7/1/2025	X Statutory	
				Each Accident	$2,000,000
				Disease – Each Employee	$2,000,000
				Disease – Policy Limit	
X	**Property (Special Risk includes Fire and Theft)**	7/1/2024	7/1/2025	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: $1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:		**Additional Covered Party**		**Loss Payee**	**Primex³ – NH Public Risk Management Exchange**
State of New Hampshire – Department of Safety 33 Hazen Dr. Concord, NH 03305					By: *Mary Beth Purcell* Date: 1/28/2025 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

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ADMIN-GMU-01-2024-02

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

January 17, 2024

G&C #127
1/31/2024
Approved

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

REQUESTED ACTION

Pursuant to RSA 21-P:69, the Department of Safety (DOS), Division of State Police, requests authorization to enter into grant agreements in substantially similar form and format to the attached documents with state agencies, counties, and municipalities listed below for a total amount of $519,954.82 to reduce the instance of crimes and illicit activity near the Canadian border. Effective upon Governor and Council approval, full contract execution, and grantee funding acceptance through June 30, 2025. 100% General Funds.

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

	SFY 2024
02-23-23-234010-63690000 - DOS – Div. of State Police – Northern Border Alliance Prog 049-584935 Inter-Agency Grant	$132,103.33
02-23-23-234010-63690000 - DOS – Div. of State Police – Northern Border Alliance Prog 073-500580 Grants Non-Federal	$387,851.49

Grantee	Vendor Number	SFY 2024 Award Amount
Dept. Natural & Cultural Resources	177887	$ 24,791.35
Fish and Game Department	311244	$107,311.98
Berlin Police Department	177362	$152,702.37
Colebrook Police Department	177375	$27,991.00
Coos County Sheriff Office	177270	$86,313.90
Gorham Police Department	177396	$18,477.12
Northumberland Police Department	177454	$50,555.10
Pittsburg Police Department	159938	$51,812.00
Totals		$519,954.82

EXPLANATION

RSA 21-P:69 establishes a Northern Border Alliance (NBA) program focused on reducing the instance of crimes and illicit activity occurring within 25 air miles from the Canadian border to other state, county, and local law enforcement agencies. These grant agreements are for the purpose of supporting activities that focus on reducing the instance of crimes and illicit activity occurring within the northern border alliance patrol area. Allowable costs under this grant include reimbursing grantees for law enforcement overtime (or straight time for part-time law enforcement above normally scheduled hours), employer share of benefits, and mileage which are a direct result of participating in grant-

related activities. Allowable grant related activities include completion of in-person training and law enforcement activity occurring within the northern border alliance patrol area.

Grant applications were accepted from December 1, 2023, to December 29, 2023. A total of eight applications were received and reviewed for eligibility. All applicants were awarded funding.

Due to the time required to fully execute and accept funding at the state, county, and municipal level combined with the timing of future Governor and Executive Council meetings, the Department of Safety, Division of State Police requests authorization to enter into the grant agreements noted above using the grant agreement form attached to this request. Governor and Executive Council approval of this authorizing item will permit these agreements to become effective after being fully executed and accepted at the state, county, and municipal level, without requiring further action by the Governor and Executive Council. These agreements will remain subject to a review of form and execution by the Attorney General's Office prior to final execution by the Department of Safety.

Respectfully submitted,

Robert Quinn
Commissioner of Safety

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 NH Department of Safety Division of State Police		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Grantee Name Berlin Police Department		1.4. Grantee Address 135 Green Street, Berlin, NH 03570	
1.5. Effective Date DOJ Approval	1.6. Completion Date 6/30/2025	1.7. Audit Date N/A	1.8. Grant Limitation $152,702.37
1.9. Grant Officer for State Agency Janice D. Bresnahan		1.10. State Agency Telephone Number (603) 271-7663	
"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 Phillip Warren City Manager	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of Coos, on 2/14/24, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) Danielle Rioux			
1.13.2. Name & Title of Notary Public or Justice of the Peace Danielle Rioux Notary Public			
1.14. State Agency Signature(s)		1.15. Name & Title of State Agency Signor(s) Melanie L. Carraher, Deputy Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) By: Assistant Attorney General, On: 2/14/24			
1.17. Approval by Governor and Council 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"), pursuant to RSA 21-P:66, 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 A (the scope of work being hereinafter referred to as "the Project").

Grantee Initials _____ _____ _____
Date 2/14/2024

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 in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "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 1.6 (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 B, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3. In accordance with the provisions set forth in EXHIBIT B, 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.

7. RECORDS and ACCOUNTS:

7.1. Between the Effective Date and the date seven (7) years after the Completion Date 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, 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 general 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.

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 entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. 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.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of 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

Grantee Initials _____

Date 1/8/2021

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 A 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 AND BOND.

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 workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 Comprehensive public 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; 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. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

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.

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 intend 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 provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Grantee Initials _____

Date _____

EXHIBIT A
SCOPE OF SERVICES

1. The Department of Safety, Division of State Police (hereinafter referred to as "the State") is awarding the Berlin Police Department (hereinafter referred to as "the Grantee") $152,702.37 for the purpose of reducing the instance of crimes and illicit activity occurring within the northern border alliance patrol area as well as completion of mandatory training.

2. "The Grantee" agrees that the project grant period ends June 30, 2025 and that all expenses must be incurred and paid prior to this date and reimbursement requests submitted on form DSAD 102 must be submitted to the Department of Safety, Grants Management Bureau, prior to June 30, 2025.

3. "The Grantee" agrees that all officers performing patrols under this program must complete and submit the DSAD 101 Northern Border Alliance (NBA) Activity Form to the New Hampshire Information and Analysis Center within 48 hours after completing any program shift.

4. "The Grantee" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.

5. The grant application as submitted by "the Grantee" is hereby fully incorporated into this grant agreement.

Grantee Initials _____

Date 1-29-2024

EXHIBIT B
GRANT AMOUNT AND METHOD OF PAYMENT

1. Grant Amount: $152,702.37

2. Payment Schedule

   a. "The Grantee" agrees that the total payment by "the State" under this grant agreement shall be up to $152,702.37

   b. "The State" shall reimburse up to $152,702.37 to "the Grantee" upon "the State" receiving appropriate documentation of expended funds (i.e.: copies of payroll documentation and proof of payment) submitted with form DSAD 102 Northern Border Alliance Approved Overtime/Backfill Worksheet.

   c. "The Grantee" shall request reimbursement on agency letterhead, signed by the authorized official, and shall specify the name and address to whom payment will be sent.

   d. "The State" shall reimburse eligible expenses no less frequently than quarterly.

Grantee Initials _____ _____ _____

Date 11-21-2017

EXHIBIT C
SPECIAL PROVISIONS

1. Grant expenses must be incurred and paid prior to June 30, 2025. All grant reimbursement requests must be submitted prior to June 30, 2025 using form DSAD 102. Only expenses approved as outlined in Exhibit A and outlined in Saf-C 4004.02 Allowable Costs may be reimbursed. Reimbursement requests shall meet all requirements of Saf-C 4007 Administrative Requirements.

2. "The Grantee" shall maintain financial records, supporting documents, and all other pertinent records for a period of 3 years from the grant period end date per Saf-C 4008.01 Recordkeeping.

3. Grant Agreement Revision to Provision 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. ***The Grantee's liability herein shall not exceed the amount of $1,000,000.*** 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.

Grantee Initials (L) _____ _____ _____

Date 1-24-2024

CITY COUNCIL MEETING – Monday, December 4, 2023

Public Hearing

Mayor Grenier opened the Public Hearing at 7:14 pm for Resolution 2023-39 DOJ BVP PD. Chief Buteau advised that this grant would fund half of the cost of bulletproof vests for the department, up to $4,600. There were no public comments. Mayor Grenier closed the Public Hearing at 7:15 pm.

Mayor Grenier opened the Public Hearing at 7:15 pm for Resolution 2023-40 Northern Border Alliance PD. There were no public comments. Mayor Grenier closed the Public Hearing at 7:16 pm.

Mayor Grenier opened the Public Hearing at 7:16 pm for Resolution 2023-41 Unanticipated Highway Block Grant Funds. There were no public comments. Mayor Grenier closed the Public Hearing at 7:17 pm.

Regular Meeting

Mayor Grenier called the Regular City Council Meeting to order at approximately 7:17 pm.

a. Pledge of Allegiance

b. Roll Call
Present: Mayor Grenier, Councilors Robert Theberge, Higbee, Berthiaume, Morency, Valerino, Morgan, Eastman, and Roland Theberge.
Absent: None
Also present: City Manager Phillip Warren, Jr, City Clerk Shelli Fortin, Chief Daniel Buteau, Deputy Chief Nathan Roy, Mayor-Elect Robert Cone, Councilor-Elect Steven Korzen, Lori Korzen, Jamie Welch, Gina Welch, and Lisa Connell, Berlin Daily Sun.

c. Councilor Roland Theberge moved, with a second by Councilor Morgan, to accept the minutes of the November 20, 2023 Regular Meeting and Work Session and the Non-Public Session of November 30, 2023. So moved, the motion passed.

Disbursements:

Disbursement Summary Draft #1950 with a start date of 11/20/2023 and an end date of 12/04/2023 for a total cash disbursement of $3,801,952.94. Councilor Roland Theberge moved, with a second by Councilor Valerino, to accept the disbursement summary and pay all bills as recommended by the Committee on Accounts/Claims. Mayor Grenier noted that the County tax was paid in the amount of approximately $2.1 million, which accounts for the higher amount on this report. So moved, the motion passed.

PUBLIC COMMENTS

There were no public comments.

UNFINISHED BUSINESS

1. Council Committee Reports

There were no Council committee reports.

2. Resolution 2023-39 DOJ BVP PD (tabled 11/20/2023)

In the Year of Our Lord Two Thousand Twenty-Three

A **RESOLUTION** authorizing the Berlin Police Commission to apply for and receive grant funds from the Department of Justice Bulletproof Vest Partnership (DOJ BVP).

Resolved by the City Council of the City of Berlin as Follows:

WHEREAS due to the danger and inherent risks of being a police officer, it is the policy of the Berlin Police Department that each officer is equipped with a ballistic vest; and

WHEREAS the DOJ BVP grant provides reimbursement for 50% of the cost of a ballistic patrol vest; and

WHEREAS the DOJ BVP grant has authorized us to receive up to $4,600 in reimbursement for these mandatory purchases, with a grant expiration of 8/31/2025.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Berlin, NH, that the Berlin Police Commission is authorized to apply for and receive grant funds from the New Hampshire Department of Justice Bulletproof Vest Partnership. Said funds granted to the City of Berlin will be used for the purpose of purchasing ballistic patrol vests during Fiscal Year 2024 and 2025. Be it further resolved that the City Manager is authorized to sign the grant documents and execute all things necessary to effectuate the grant.

This Resolution shall be in full force and effect from and after passage.

Councilor Berthiaume moved, with a second by Councilor Higbee, to remove this item from the table. So moved, the motion carried.

Councilor Berthiaume moved, with a second by Councilor Higbee, to read Resolution 2023-39 by short title for a second time. So moved, the motion carried.

Councilor Berthiaume moved, with a second by Councilor Higbee, to read Resolution 2023-39 by short title for a third time. So moved, the motion carried.

Councilor Berthiaume moved, with a second by Councilor Higbee, that Resolution 2023-39 be passed. So moved, the motion passed. Morency - recused

2. Resolution 2023-40 Northern Border Alliance PD (tabled 11/20/2023)

In the Year of Our Lord Two Thousand Twenty-Three

A RESOLUTION authorizing the Berlin Police Commission to apply for and receive grant funds from the Northern Border Alliance Task Force for participation in patrolling the jurisdictions along the New Hampshire and Canadian border.

Resolved by the City Council of the City of Berlin as Follows:

WHEREAS, there are two State Highways in Berlin, NH that provide a route from the New Hampshire and Canadian border to larger communities in the southern part of our state and other states in New England; and

WHEREAS, there has been a significant increase in criminal activity along the New Hampshire and Canadian border, and an increase in the transportation of illicit drugs from Canada to other areas of New England; and

WHEREAS, the New Hampshire Attorney General's Office is forming a task force utilizing members of North Country Law Enforcement Agencies to conduct patrols along border communities. These patrols will be staffed by officers on a voluntary, overtime basis, not to interfere with our agencies regular patrol schedule; and

WHEREAS, these patrols are fully funded, to include cruiser use reimbursement, with no required match. The combined total funding allocated for all local agencies to participate in this task force during the 18-month program is up to $800,000; and

WHEREAS, the increased presence along the border can help reduce crime throughout the North Country, to include our community.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Berlin, NH, that the Berlin Police Commission is authorized to apply for and receive grant funds from the Northern Border Alliance Task Force. Said funds granted to the City of Berlin will be used for reimbursement of patrols conducted along the New Hampshire

and Canadian border during Fiscal Year 2024 and 2025. Be it further resolved that the City Manager is authorized to sign the grant documents and execute all things necessary to effectuate the grant.

This Resolution shall be in full force and effect from and after passage.

Councilor Higbee moved, with a second by Councilor Morgan, to remove this item from the table. So moved, the motion carried.

Councilor Higbee moved, with a second by Councilor Morgan, to read Resolution 2023-40 by short title for a second time. So moved, the motion carried.

Councilor Higbee moved, with a second by Councilor Morgan, to read Resolution 2023-40 by short title for a third time. So moved, the motion carried.

Councilor Higbee moved, with a second by Councilor Morgan, that Resolution 2023-40 be passed.

Councilor Roland Theberge asked if the officers from Berlin PD would be patrolling along the border and Chief Buteau advised they would be. Chief Buteau stated it is unknown what the schedule will be at this point. They will be using Berlin's vehicles, and this will be reimbursed by the grant. Mayor Grenier asked if the Berlin officers would be deputized, as they will be out of their jurisdiction, and Councilor Valerino noted that deputizing all of the officers as sheriffs would be a liability. Deputy Chief Roy explained that the Northern Border Alliance Task Force falls under the Attorney General's Office, similar to the Drug Task Force, and officers would be allowed to make arrests outside of their jurisdiction as part of that task force. The grant will also cover any time for officers to testify in court.

Councilor Robert Theberge asked if any plans were being made for the solar eclipse. Chief Buteau advised that have had a number of meetings at the state level, and are in the process of planning for it.

So moved, the motion passed. Morency - recused

4. Resolution 2023-41 Unanticipated Highway Block Grant Funds (tabled 11/20/2023)

In the Year of Our Lord Two Thousand Twenty-Three

A RESOLUTION accepting unanticipated funds from the State of New Hampshire

Resolved by the City Council of the City of Berlin as Follows:

WHEREAS, HB2, Sections 520 and 521 have provided additional unanticipated highway block grant funds for the City, which shall be accepted pursuant to RSA 31:95-b, shall be treated as non-lapsing funds and shall be appropriated consistent with guidance offered by the state; and

WHEREAS, the city has been allocated $63,488.80 in additional highway block grant aid.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Berlin, NH accepts the unanticipated amount of $63,488.80 in additional highway block grant aid to be expended consistent with state guidance offered and shall be considered non-lapsing funds.

This resolution shall be in full force and effect from and after passage.

Councilor Berthiaume moved, with a second by Councilor Higbee, to remove this item from the table. So moved, the motion carried.

Councilor Berthiaume moved, with a second by Councilor Higbee, to read Resolution 2023-41 by short title for a second time. So moved, the motion carried.

Councilor Berthiaume moved, with a second by Councilor Higbee, to read Resolution 2023-41 by short title for a third time. So moved, the motion carried.

Councilor Berthiaume moved, with a second by Councilor Higbee, that Resolution 2023-41 be passed. So moved, the motion passed.

NEW BUSINESS

1. City Manager's Report

   1. The traffic light at Hutchins and East Mason has some serious problems with the wiring – it appears that wires have failed and the enclosure has concerns as well. The vendor will be reporting back as to options for repair.
   2. Snow removal operations are ongoing – it is the first storm and is a "learning" opportunity for both residents and staff.
   3. There has been an increase in unacceptable behavior as it relates to interactions with the public. There are interactions where callers have used foul and threatening language towards staff. It is the policy of this office to terminate phone calls and interactions where obscenities or threatening language is used. Furthermore, any threatening statements / interactions will be referred to the police department. It is unreasonable to assume that staff should tolerate this behavior – we all deal with difficult issues.
   4. The lights for Hutchins Street have been received and will be installed at the first opportunity, which will probably be Spring 2024 unless we have a prolonged "thaw" this winter.
   5. Capital Improvement submissions have been received, the next step will be that my office will meet with departments and finalize the plan.

Mayor Grenier asked if the lights would remain blinking through the winter at the Hutchins and East Mason Street intersection and City Manager Warren advised he is not sure of the timeframe. Mr. Warren stated that the goal is to get refurbished parts, so they do not incur the expense of new lights that may not be compatible with the RAISE Grant.

Councilor Morgan moved, with a second by Councilor Higbee, to accept the City Manager's Report and place it on file. So moved, the motion passed.

2. Mayor's Report

   a. Planning Board and Zoning Board of Adjustment Appointments

Mayor Grenier and City Council,

The Planning Board has an open spot in its regular membership and Micah Bachner, an alternate member with the board is interested in moving up to be a regular member. In his new role, he will now have a term that will run until April 30, 2026.

Eamon Kelley who previously served on the Planning Board but stepped down for a term with the Berlin School Board would like to come back to the board when his term finishes in January. He will be an alternate member and will fill a term that will run until April 30, 2026.

Cassandra Mason who recently applied to fill the unexpired term of Councilor Remillard with the City Council would like to serve on the Planning Board. She will be an alternate member and fill a term that will run until April 30, 2025.

Mark Evans and Tiffany Hale have both resigned from the Zoning Board of Adjustment. Mr. Evans will be joining the Berlin School Board in January and Ms. Hale is leaving due to personal reasons. Linda Lamirande currently an alternate with the ZBA but a former ZBA member in Milan with considerable experience is being recommended to take one of the regular membership spots on the ZBA. She will be a regular member with a term to run until April 30, 2025.

Sincerely,

Pamela E Laflamme
Director of Strategic Initiatives

Councilor Roland Theberge moved, with a second by Councilor Berthiaume, to approve the nominations of Micah Bachner as a regular member of the Planning Board with a term to expire April 30, 2026, Eamon Kelley as an alternate member of the Planning Board with a term to expire April 30, 2026, Cassandra Mason as an alternate member of the Planning Board with a term to expire April 30, 2025, and Linda Lamirande as a regular member of the ZBA with a term to expire April 30, 2025. Also, to accept with regret the resignations of Mark Evans and Tiffany Hale from the Zoning Board. So moved, the motion carried.

6. Public Comments

There were no public comments.

7. Council Comments

Councilor Berthiaume advised she would not be able to attend the meeting on December 18, and wished everyone a Merry Christmas.

8. Adjournment

On a motion by Councilor Higbee, seconded by Councilor Berthiaume, the Council voted to adjourn the meeting at 7:39 pm. So moved, the motion carried.

A True Record, Attest:

Shelli Fortin
City Clerk

Note: Minutes are unofficial until they have been accepted by the Council by motion.

A RESOLUTION
2023-40

City of Berlin
NEW HAMPSHIRE

In the Year of Our Lord Two Thousand Twenty-Three

A **RESOLUTION** authorizing the Berlin Police Commission to apply for and receive grant funds from the Northern Border Alliance Task Force, for participation in patrolling the jurisdictions along the New Hampshire and Canadian border.

Resolved by the City Council of the City of Berlin as Follows:

WHEREAS, there are two State Highways in Berlin, NH that provide a route from the New Hampshire and Canadian border to larger communities in the southern part of our state and other states in New England; and

WHEREAS, there has been a significant increase in criminal activity along the New Hampshire and Canadian border, and an increase in the transportation of illicit drugs from Canada to other areas of New England; and

WHEREAS, the New Hampshire Attorney General's Office is forming a task force utilizing members of North Country Law Enforcement Agencies to conduct patrols along border communities. These patrols will be staffed by officers on a voluntary, overtime basis, not to interfere with our agencies regular patrol schedule; and

WHEREAS, these patrols are fully funded, to include cruiser use reimbursement, with no required match. The combined total funding allocated for all local agencies to participate in this task force during the 18-month program is up to $800,000; and

WHEREAS, the increased presence along the border can help reduce crime throughout the North Country, to include our community.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Berlin, NH, that the Berlin Police Commission is authorized to apply for and receive grant funds from the Northern Border Alliance Task Force. Said funds granted to the City of Berlin will be used for reimbursement of patrols conducted along the New Hampshire and Canadian border during Fiscal Year 2024 and 2025. Be it further resolved that the City Manager is authorized to sign the grant documents and execute all things necessary to effectuate the grant.

This Resolution shall be in full force and effect from and after passage.

PASSED: 12/04/2023
Date

APPROVED: _____
Mayor

ATTEST: Shelli Fortin
City Clerk

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:*
City of Berlin City Hall 168 Main Street Berlin, NH 03570	120	NH Public Risk Management Exchange - Primex³ 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:	
X	General Liability (Occurrence Form)	7/1/2023	7/1/2024	Each Occurrence	$ 2,000,000
	Professional Liability (describe)			General Aggregate	$ 10,000,000
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
X	Automobile Liability Deductible Comp and Coll: $1,000	7/1/2023	7/1/2024	Combined Single Limit (Each Accident)	$2,000,000
	Any auto			Aggregate	$10,000,000
X	Workers' Compensation & Employers' Liability	7/1/2023	7/1/2024	X Statutory	
				Each Accident	$2,000,000
				Disease – Each Employee	$2,000,000
				Disease – Policy Limit	
X	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	Primex³ – NH Public Risk Management Exchange
			By: Mary Beth Purcell
NH Department of Justice 33 Capitol St Concord, NH 03301			Date: 12/15/2023 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

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:*
City of Berlin City Hall 168 Main Street Berlin, NH 03570	120	NH Public Risk Management Exchange - Primex³ 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*	
X **General Liability (Occurrence Form)** **Professional Liability (describe)** ☐ Claims Made ☐ 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)	
X **Automobile Liability** Deductible Comp and Coll: $1,000 ☐ Any auto	7/1/2023	7/1/2024	Combined Single Limit (Each Accident)	$2,000,000
			Aggregate	$10,000,000
X **Workers' Compensation & Employers' Liability**	7/1/2023	7/1/2024	X Statutory	
			Each Accident	$2,000,000
			Disease – Each Employee	$2,000,000
			Disease – Policy Limit	
X **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	**Primex³ – NH Public Risk Management Exchange**
State of New Hampshire – Department of Safety 33 Hazen Dr. Concord, NH 03305			By: *Mary Beth Purcell* Date: 2/16/2024 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

CERTIFICATE OF AUTHORITY

I, Robert Cone, Mayor of the City of Berlin, do hereby certify that:

The Berlin City Council voted to accept funds and enter into a grant agreement with the New Hampshire Department of Safety, Division of State Police; for the 2024 Northern Border Alliance Task Force.

1. The City Manager is authorized to execute any documents which may be necessary for this contract;

2. This authorization has not been revoked, annulled, or amended in any manner whatsoever and remains in full force and effect as of the date hereof; and

3. The following now occupies the office indicated above: Phillip J. Warren Jr. City Manager

4. This authority shall remain valid for thirty (30) days from the date of this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand as Mayor this 16th day of February, 2024.

Robert Cone, Mayor

STATE OF NEW HAMPSHIRE
COUNTY OF COÖS

On this 16th day of February, 2024 before me Shelli Fortin, the undersigned officer, personally appeared Robert Cone, who acknowledged himself to be the Mayor for the City of Berlin, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my and official seal.

Shelli Fortin
Justice of the Peace/Notary Public

SHELLI A. FORTIN, Notary Public
My Commission Expires March 25, 2025