



ROBERT L. QUINN
COMMISSIONER OF
SAFETY

State of New Hampshire

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

July 6, 2020

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

Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) requests authorization to enter into a grant agreement with the Town of Newport (VC#177450-B002) to purchase an electronic message board for a total amount of \$13,300.00. Effective upon Governor and Council approval through August 31, 2021. Funding source: 100% Federal Funds.

Funding is available in the SFY 2021 operating budget as follows:

02-23-23-236010-80920000	Dept. of Safety	Homeland Sec-Emer Mgmt	100% EMPG Local Match
072-500574	Grants to Local Gov't - Federal		
Activity Code: 23EMPG 2019			\$13,300.00

Explanation

This grant provides the funds for the Town of Newport to purchase an electronic message board for the purpose of public notification during emergencies. The grant listed above is funded from the FFY 2019 Emergency Management Performance Grant (EMPG), which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The grant funds are to be used to measurably improve all-hazard planning and preparedness capabilities/activities, to include mitigation, preparedness, response, and recovery initiatives at the state and local level. Grant guidance and applications are available to all Emergency Management Directors and other qualified organizations in the State. Subrecipients submit applications to this office, which are reviewed by the HSEM Planning Chief, Assistant Planning Chief and Field Representatives and approved by the HSEM Director. The criteria for approval are based on grant eligibility in accordance with the grant's current guidance and the documented needs of the local jurisdictions.

The Emergency Management Performance Grants are 50% federally funded by FEMA with a 50% match requirement supplied by the subrecipient. The subrecipient acknowledges their match obligation as part of Exhibit B to their grant agreement.

In the event that Federal Funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,

Robert L. Quinn
Commissioner of Safety

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Subrecipient Name Town of Newport (VC#177450-B002)		1.4. Subrecipient Tel. #/Address 603-863-1360 15 Sunapee Street Newport, NH 03773	
1.5 Effective Date Upon State Approval	1.6. Account Number AU #80920000	1.7. Completion Date August 31, 2021	1.8. Grant Limitation \$13,300.00
1.9. Grant Officer for State Agency Olivia Bourque, EMPG Program Coordinator		1.10. State Agency Telephone Number (603) 223-3639	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1 <i>[Signature]</i>		1.12. Name & Title of Subrecipient Signor 1 Harter F. Rieseberg, Town Mayor	
Subrecipient Signature 2		Name & Title of Subrecipient Signor 2	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of _____, on _____, 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/she executed this document in the capacity indicated in block 1.12.			
1.13. Signature of Notary Public or Justice of the Peace (Seal Expires _____) <i>[Signature]</i>			
1.13.2. Name & Title of Notary Public or Justice of the Peace (Commission Expiration) G. MURSE			
1.14. State Agency Signature(s) By: <i>[Signature]</i> On: 7/15/20		1.15. Name & Title of State Agency Signor(s) Steven R. Lavoie, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: <i>[Signature]</i> Assistant Attorney General, On: 8/1/2020			
1.17. 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"), pursuant to RSA 21-P:36, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), 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").

Subrecipient Initials: 1.) *[Initials]* 2.) _____ 3.) _____

Date: 5/18/2020

3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient 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 1.17), 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 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 5.3 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient 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 Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount. 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 SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient 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 Subrecipient, including the acquisition of any and all necessary permits.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient 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 three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient 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, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.

8. PERSONNEL.

8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient 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 Subrecipient 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 Subrecipient 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 OR 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 Subrecipient notice of such termination.

11. EVENT OF DEFAULT: REMEDIES.

11.1. Any one or more of the following acts or omissions of the Subrecipient 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 Subrecipient 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 Subrecipient notice of termination; and

11.2.2 Give the Subrecipient 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 Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and

11.2.3 Set off against any other obligation the State may owe to the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient'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 Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, 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

Subrecipient Initials: 1.) WTR 2.) _____ 3.) _____ Date: 5/18/2020

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. **SUBRECIPIENT'S RELATION TO THE STATE.** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient 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 Subrecipient 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 Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.

16. **INDEMNIFICATION.** The Subrecipient 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 Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. 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 Subrecipient 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 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. 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 Subrecipient.

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

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

Date: 5/18/2020

EXHIBIT A

Scope of Services

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the Town of Newport (hereinafter referred to as "the Subrecipient") \$13,300.00 to purchase an electronic message board.
2. "The Subrecipient" agrees that the project grant period ends August 31, 2021 and that a final performance and expenditure report will be sent to "the State" by September 30, 2021.
3. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. "The Subrecipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 50% cost share required by this grant.

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

Date: 5/18/2020

EXHIBIT B

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Applicant	Grant	
	Share	(Federal Funds)	Cost Totals
Project Cost	\$13,300.00	\$13,300.00	\$26,600.00
Project Cost is 50% Federal Funds, 50% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Emergency Management Performance Grant (EMPG) EMB-2019-EP-00003-S01			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.042 (EMPG)			
Applicant's Data Universal Numbering System (DUNS): 051699312			

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$13,300.00.
- b. "The State" shall reimburse up to \$13,300.00 to "the Subrecipient" upon "the State" receiving a reimbursement request with match documentation and appropriate backup documentation (i.e., copies of invoices, copies of canceled checks, and/or copies of accounting statements).
- c. Upon Governor and Executive Council Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, October 1, 2018, to the identified completion date (block 1.7).

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

Date: 5/18/2020

EXHIBIT C

Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to "the Subrecipient" must be returned to "the State" if the grant agreement is terminated for any reason other than completion of the project.
3. Any funds advanced to "the Subrecipient" must be expended within thirty (30) days of receiving the advanced funds.
4. "The Subrecipient" agrees to have an audit conducted in compliance with OMB Circular 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period "the Subrecipient" will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to "the State".

Additionally, "the Subrecipient" has or will notify their auditor of the above requirements prior to performance of the audit. "The Subrecipient" will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. "The Subrecipient" will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200. "The Subrecipient" will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

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

Date: 5/18/2020

TOWN OF NEWPORT, NEW HAMPSHIRE

Board of Selectmen

Minutes for Meeting of May 18, 2020 6:30 pm

Public Hearing and Regular Business Meeting

Municipal Building, 15 Sunapee Street, Newport, NH 03773

Remote Access:

Zoom.com - Meeting ID: 879 5162 1071 Password: 298444

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

SELECTMEN PRESENT: *BOS Room:* Jeffrey Kessler, Chairman; Todd Fratzel, Vice Chairman
Via Zoom: Barry Connell, William Wilmot, Jr.
Via Zoom Telephone: John Hooper II

SELECTMEN ABSENT: none

STAFF PRESENT: *BOS Room:* Hunter Rieseberg, Town Manager

COMMUNITY MEMBERS PRESENT: *Via Zoom:* Virginia Irwin, Town Moderator; *BOS Room:* Bert Spaulding, Sr.; Michael Christian, Jr.; Jenna Darling, School Board Representative

NCTV: John Lunn

CALL TO ORDER: Chairman Kessler called the meeting of the BOS to order at 6:33 p.m. followed by the Pledge of Allegiance.

Chairman Kessler read aloud a prepared statement explaining that due to the coronavirus the BOS was holding their meeting pursuant to the Governor's Emergency Order #12. Individuals were allowed to participate in person at the BOS room, via telephone or via Zoom. He explained that all voting would be done by roll call vote as outlined in Emergency Order #12.

Chairman Kessler did a roll call attendance. All Board members were in attendance.

AGENDA REVIEW: Add: Jenna Darling, School Board Representative to update the BOS on school end of year plans. Her topic was placed on the agenda after the minutes (by Kessler); **Add Action Item:** Acceptance of Emergency Management Performance Grant (by Kessler); **Add:** NPS 91-A:3 II(e) Litigation (by Kessler).

On a roll call vote, *the Board members unanimously approved the revised agenda (three additions).*

MINUTES FROM PREVIOUS MEETING(S):March 30, 2020; May 4, 2020

March 30, 2020

On a motion by Selectman Fratzel, seconded by Selectman Wilmot; *the Board voted by roll call vote to approve the minutes of the March 30, 2020 BOS meeting as presented. The motion passed 5-0-0.*

May 4, 2020

On a motion by Selectman Fratzel, seconded by Selectman Connell; *the Board voted by roll call vote to approve the minutes of the May 4, 2020 BOS meeting as presented. The motion passed 5-0-0.*

Chairman Kessler acknowledged Vice Chair of the Newport School Board, Jenna Darling. Addressing the BOS, she stated she wanted to give an update of where they were with remote learning at the school. The school was very proud to have delivered 3,600 meals to students (breakfast & lunch; Monday through Friday).

Ms. Shannon Martin is planning a tentative graduation on June 10, 2020 for the 2020 graduates. The Police and Fire Chiefs are in on the tentative plans. The plan has gone to the NH Commissioner of Education legal counsel and Newport is waiting for guidance from the State. At this time the state is not approving or disapproving any local plans; they are waiting for Governor Sununu.

The school is working on extended school year plans. They are:

- ❖ Continuing to collect work from students
- ❖ Log interaction with remote learning.
- ❖ Looking into what the fall may bring
- ❖ Designing different models for teaching students.

When Governor Sununu tells the state what to expect for a teaching forum for the fall 2020, Newport will be ready.

Chairman Kessler asked who parents should contact if they wanted to get involved to help design these models. He was told they should contact Superintendent Brendan Minnihan at the SAU.

Ms. Darling was asked:

What the last day of school was? She stated: preschool is May 28, 2020. K-12 is June 4, 2020. Tentative graduation date is June 10, 2020.

Selectman Connell congratulated all the people who worked very hard feeding Newport students during this time. They have done a great job. He also wanted to thank the teachers, students and parents on a job well done. Stay Strong!

Selectmen Wilnot and Hooper concurred with Selectman Connell.

Mr. Spaulding asked how the online education is going; is it a success or a failure.

Ms. Darling said that overall she would say it was successful.

For the middle schoolers (6 & 7 graders) participation rate was 67-70 %

For the middle school 8th graders participation rate was 50% Phone calls and letters have been sent to all 8th grade parents warning that the next three weeks are critical. If the students do not make up work they will have work over the summer or not pass on to high school.

High school students have been a challenge.

For the high schoolers (9-12 graders) participation is 52%

Ms. Darling stated that the school district has learned a lot and that overall it has been a success.

Mr. Spaulding and Ms. Darling discussed the school method, success or failure and the fall model.

Selectman Connell stated he was really disappointed in hearing the participation rates of the students. If the students are not participating, they are not being educating. He was glad to hear there would be ramifications; but in the fall there will be issues of students being at various points especially if they have not participated. He hoped they don't claim they were homeschooled. He asked the school to take a hard line with the students and get the students back in school. Find some way to do it.

Ms. Darling agreed with Selectman Connell. She informed him that student's expectations and competencies have not changed. The school district would love to be back in the school building, but can't now. The teachers and administration want the students to do better than they are. She emphasized the difficulties that students and their parents are undergoing at this time.

Selectman Connell said that he appreciated what she said. When he was a principal, he told his students that learning was their job. Some students needed to get back to "work" and do their "job". That needed to be stressed. He reiterated his thanks to the parents and students who were working hard at the remote learning.

Mrs. Virginia Irwin asked two questions.

- 1) Were the percentages going to be the determining factor for the Average Daily Membership (ADM) that the state will return when Newport has to report? *Chairman Kessler stated that ADM is the number sent to the state and determines how much aid Newport gets through state and federal programs.* Ms. Darling stated that she did not know the answer about the ADM. She will send an email to the Superintendent and get an answer.

- 2) Do you know anything about the waiver for food for the summer 2020 because Got Lunch! Newport is now feeding 180 children and will continue, but if the school isn't going to do the lunch and breakfast throughout the summer, it will make a huge difference on the amount of money that Got Lunch! Newport has to raise. Ms. Darling stated that Mrs. Charen Urban was waiting to hear from the SAU about the waivers (the SAU was waiting for the state, state waiting to hear from the federal government). No one has the answer, an application has been sent to the federal government by the State of NH. Ms. Darling stated she would contact Superintendent Minnihan for an updated answer.

Chairman Kessler asked if the school has looked into the state paying for summer school this year due to the increase of students because of the pandemic. Could that be looked into? Ms. Darling would get the information for Chairman Kessler.

Chairman Kessler thanked Ms. Darling for attending the meeting. He asked that she relay a thank you to the rest of the school board for everything they have done.

CONSENT AGENDA:

On a motion by Selectman Fratzel, seconded by Selectman Connell; *the Board voted by roll call vote to approve the Consent Agenda of the May 18, 2020 BOS meeting as presented. The motion passed 5-0-0.*

OPEN FORUM:

Mr. Michael Christian, Jr. addressed the Board. He understood that Allen Street was scheduled for improvements in 2020. As a resident on Allen Street he has asked all the landowners if they would agree to have the road paved. As the only road in the area that is not tarred it would make it easier for the Town to maintain. He requested that the Town consider upgrading it from the surface it is now to an asphalt surface. Chairman Kessler stated Town Manager Rieseberg and Public Works Director Cartier would look into having it paved and the impact of the change. Town Manager Rieseberg will contact Mr. Christian, Jr. with their decision. There is no guarantee; Mr. Christian, Jr. has made them aware of it. Chairman Kessler thanked him for the request. Town Manager Rieseberg asked Mr. Christian, Jr. to call him on May 19, 2020 to give his contact information. Mr. Christian, Jr. agreed to his request and thanked the BOS.

Mr. Bert Spaulding, Sr. addressed the Board members and gave his opinion on the rights of personal freedoms and government regulations in this time of a pandemic.

Chairman Kessler addressed Mr. Spaulding, Sr. and stated that he also had to respect the rights of other people and their opinions.

Mr. Spaulding, Sr. stated he has asked for documentation of the Town's involvement of shutting down of any business in Newport.

Mr. John Lunn asked to be acknowledged. Mr. Lunn stated that Mr. Spaulding, Sr. had listed items and practices that are not contagious as personal freedoms. The coronavirus is a highly contagious disease that has been spread worldwide in a very short time and could get worse quickly. Mr. Spaulding, Sr. had said he is taking responsibility for himself. The fact that he is taking other people's lives into his hands by not being socially distanced causes others harm and that is problematic.

Mr. Spaulding, Sr. rebutted Mr. Lunn and gave his opinion on other Covid -19 issues.

COMMUNICATIONS:

Selectman Fratzel had nothing to share at this time.

Selectman Wilmot had nothing to share at this time.

Selectman Connell had nothing to share at this time.

Selectman Hooper lost connection and left the meeting at this time.

Chairman Kessler had nothing to share at this time.

Town Manager Rieseberg had nothing to share at this time

INFORMATIONAL:

Town Moderator Virginia Irwin-Deliberative and Voting Sessions

Mrs. Virginia Irwin explained that the reason for her wearing a mask (on Zoom) was to ask Chairman Kessler and Town Manager Rieseberg why public employees (PD, DPW) were not wearing masks. She appreciated Mr. Spaulding, Sr.'s remark about wearing a mask, what he said has some merit, but as a community with municipal employees who are in the public and subject to being infected; they should be wearing a mask.

It was explained when municipal employees wore masks. She thanked the Board for the information.

Moderator Irwin stated she was in attendance at the May 18, 2020 meeting to talk about 2020 Deliberative Session and elections. There have been discussions with Town Clerk Lee Dufort on how to proceed with the Town sessions and the fall elections.

1. Governor Sununu has issued Executive Order #43. People can change parties by mail. The Town can put a notice up on the website. June 2, 2020 is the last day a person can change their party for the fall primary. There will again be same day changing at the polls.

Chairman Kessler asked, for clarification, if people have two weeks. He was told he was correct.

Chairman Kessler asked, for clarification, if people did not have to do it in person. Again, correct.

Chairman Kessler said a notice will be put on the Town Clerk webpage. Questions are to be addressed to the Town Clerk's Office.

There will be a form on the website. A person can print the form, fill it out and mail it to the Town Clerk. The Town Clerk has to have the form in hand on June 2. It needs to be witnessed, but not notarized.

Chairman Kessler stated that the Town Office has a drop box in the back of the building (is a green mailbox).

Town Clerk Dufort will put the form up on the website. There will also be copies by the back door and people can put their witnessed forms in the "mail box".

2. **Deliberative Session and Town Meeting.** How and where will it be held? Moderator Irwin stated that she has looked to other towns the size of Newport. The Towns of Bow and Conway had a digital (ZOOM) deliberative session and drive-by voting. They stated it was successful. Newporters also had the option of voting by absentee ballot. There was much discussion among the Board members and Town Moderator Irwin concerning logistics at the polls including: location, poll workers, the need to acquire PPE, masks, disposable pens, setup of booths and children in polls. Moderator Irwin requested that all expenses be sent to the state for coronavirus reimbursement.

Town Moderator Irwin stressed there were many things that needed to be decided and there wasn't a lot of time. She was addressing the BOS on May 18, 2020, things needed to be in place for the Deliberative Session on June 9, 2020.

Moderator Irwin said if Governor Sununu did not lift the Stay at Home Order or gatherings of no more than 10 people, Newport may have to postpone Deliberative Session again.

Chairman Kessler stated the important date would be the Deliberative Session. He asked how other towns of comparable size had done theirs. Town Moderator Irwin briefly explained and stated there was a way to amend the Warrant Articles over ZOOM. People received the amended ballot and did drive by voting. She would get more detailed information.

Moderator Irwin also informed the BOS that in the fall elections the absentee ballot voting will be huge. There is a discussion in NH to make the ballot flat and provide a larger envelop. This will hopefully alleviate jamming in the voting machines that occurs with the absentee ballots. Newport could do the same thing for the local SB2 voting. Many people will be voting by absentee ballot. There will be further discussion on that.

The election officials were recommending posting the 2020 Checklist in the Police Station lobby. Other public venues were not available in 2020.

Town Manager Rieseberg listed all the agencies in the State the Town has been in touch with for clarity for SB2 voting. Newport has received no direction from the state or Governor's office specific to SB2 on Deliberative Sessions or voting. It seems Newport could hold the Deliberative Session in a large gym with the floor clearly marked for social distancing. If it was in the school, there would need to be a designated room for overflow with the ability to provide video feed and participation in the meeting. Newport is in touch with the state daily for a decision.

Town Moderator Irwin stated that they were in contact with the Governor's Commission on Elections. They are supposed to be making the recommendations for towns that have not had their annual meeting. The Commission is instead focused on the fall elections and considering towns that have had school and town elections to vote again because of the pandemic and shortfall of revenue.

After a lengthy discussion among the Board members and Town Moderator Irwin, the following is the tentative plan for the Deliberative Session:

- > Location: Town Common, with tent and social distancing
- > Audio: NCTV or hired company

- Post checklist at Police Department in lobby
- Notification on the Town website about how to change party affiliation and the form.
- Continuously posting how the Deliberative Session will be held and how the voting will be held.
- Continue to work with Concord, NH regarding SB2 towns

Venue for voting: Opera House or High School Gym (depending on construction at the Opera House). Town Manager Rieseberg listed the items the Town would take on for the Deliberative Session. Town Moderator Irvin asked him to follow-up on the PPEs for the poll officials and workers.

Chairman Kessler asked that Town Manager Rieseberg update the BOS on his progress concerning the Deliberative Session. Town Manager Rieseberg agreed he would.

Town Moderator Irvin thanked the BOS for their time and good thinking on planning.

ACTION ITEMS: Local Source Water Protection Grant

After a short explanation of the grant, on a motion by Selectman Fratzel, seconded by Selectman Connell; *the Board voted by roll call vote to approve and accept the proposed 2020 Local Source Water Protection Grant (SWP-318) in the amount of \$17,200 and as otherwise stated in the letter dated April 27, 2020 from the NH Department of Environmental Services, and further authorize Town Manager Rieseberg to sign all necessary documents required. The motion passed 4-0-0.*

Emergency Management Grant

After a short explanation of the grant the Town is pursuing, Selectman Fratzel made the following motion: *the Selectboard, on a majority vote, accept the terms of the Emergency Management Performance Grant presented in the amount of \$13,300 to purchase a message board. Furthermore, the Board acknowledges that the total cost of this project is \$26,000 in which the Town will be responsible for a 50% match of \$18,300.* It was seconded by Selectman Wilmot. *The Board voted by roll call vote. The motion passed 4-0-0.*

APPOINTMENTS: none

On a motion by Selectman Fratzel, seconded by Selectman Connell, *the Board voted unanimously by roll call vote to enter into nonpublic session pursuant to RSA 91-A:311(e) Litigation at 8:05 pm.*

Respectfully submitted,

Maura Stetson
Scribe

Approved on: June XX, 2020

The next regular meeting of the Board of Selectmen is scheduled for June 1, 2020 at 6:30 p.m.

INFORMATIONAL: Review of Updated Budget Advisory Committee (BAC) Procedures - Acting Town Manager Brown stated there were only two changes:

Add back in under B. Organization: the 'terms' language.
Add back in under C. Procedures: (lines 3 and 4) "...for their budget..."
There was also a typographical error that was corrected.

Acting Town Manager Brown stated it was up to the two Boards to adopt the procedures as amended. Chairman Kessler asked the pleasure of the Board.

On a motion by Selectman Wilmot, seconded by Selectman Fratzel; *the Board of Selectmen voted to adopt the Budget Advisory Committee Procedures on June 18, 2018 with the changes proposed.* Chairman Kessler called for a vote. *The motion passed 4-0-0.*

Water and Sewer Rates: Acting Town Manager Brown addressed the Board members and explained they would need to hold a public hearing before they adopted the new rates. It could be held the first week in July or at the second meeting in July 2018. He explained that historically the Town has not initiated a water increase in the middle of a billing period. They wanted the users to know how much their water is costing them. He explained the procedures for a rate increase to the BOS members. Acting Town Manager Brown then reviewed the Newport Water and Sewer Rate Study to the Selectmen. He answered all questions from the Selectmen. For the full conversation go to: <https://vimeo.com/channels/newportnhselectmen>. There was a discussion and explanation on the proposed rate hike. Costs would double for water and sewer users over the next three years. Chairman Kessler stated it has been five years since users had an increase to their water bill rate and seven years since there was a sewer increase.

Mr. Spaulding, Sr. discussed the upcoming increases with the Board.

A public hearing on the water and sewer rates would be posted and held on July 2, 2018 at the BOS meeting.

ACTION ITEMS: Planning Board Resignation-William P. Walsh - Selectman Wilmot made a motion *that the Board accept William P. Walsh's resignation with regret.* It was seconded by Chairman Kessler. *The motion passed 4-0-0.*

Selectman Fratzel requested that the Town Manager send him a thank you:

Town Manager to Sign Any and All Grant Documents: Acting Town Manager Brown explained that several times the Town had applied for grants and had to return to the BOS for authorization to sign grant documents. The request was for a blanket authorization for the Town Manager to be able to sign applications. Acceptances would go to the Board.

Selectman Wilmot made a motion *to authorize Town Manager Hunter Rieseberg to sign and submit grant applications.* It was seconded by Selectman Connell. *The motion passed 4-0-0.*

APPOINTMENTS: Annual Appointments to Boards and Committees: The following appointments were made by the Board of Selectmen:

On a motion by Selectman Wilmot, seconded by Selectman Fratzel; *the Board voted to appoint Mr. Russell Kelsea as a full board member of the Airport Advisory Board for a length of 3 years, with his term to expire in June of 2021 and to appoint Jacqueline Cote as an alternate member of the Airport Advisory Board for a length of 3 years with her term to expire in 2021.* The motion passed 4-0-0.



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: Primex3 Members as per attached Schedule of Members Property & Liability Program		Member Number:		Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
X	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits	May/Apply If/Not
	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2020	7/1/2021	Each Occurrence \$ 5,000,000 General Aggregate \$ 5,000,000 Fire Damage (Any one fire) Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate	
	Workers' Compensation & Employers' Liability			Statutory Each Accident Disease - Each Employee Disease - Policy Limit	
	Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			By: <i>Mary Eck Purcell</i>
			Date: 6/23/2020 mpurcell@nhprimex.org
			Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Town of Holderness	202
Town of Hooksett	204
Town of Hopkinton	205
Town of Hudson	206
Town of Jaffrey	208
Town of Jefferson	209
Town of Kensington	211
Town of Kingston	212
Town of Lancaster	214
Town of Landaff	215
Town of Langdon	216
Town of Lee	218
Town of Lempster	219
Town of Lisbon	221
Town of Littleton	223
Town of Londonderry	224
Town of Lyman	226
Town of Lyme	227
Town of Lyndeborough	228
Town of Marlow	233
Town of Mason	234
Town of Merrimack	236
Town of Milan	238
Town of Milford	239
Town of Milton	240
Town of Monroe	241
Town of Nelson	244
Town of New Castle	248
Town of New Durham	249
Town of New Hampton	251
Town of New London	254
Town of Newbury	247
Town of Newmarket	255
Town of Newport	256
Town of North Hampton	259
Town of Northfield	258
Town of Northumberland	260
Town of Northwood	261
Town of Nottingham	262
Town of Orange	263
Town of Orford	264
Town of Pelham	266
Town of Peterborough	268
Town of Piermont	269
Town of Pittsburg	270
Town of Plainfield	272
Town of Plymouth	274
Town of Randolph	276
Town of Richmond	278
Town of Roxbury	282
Town of Rumney	283
Town of Salem	285
Town of Sanbornton	287
Town of Sandown	288
Town of Sandwich	289
Town of Seabrook	290
Town of Sharon	291
Town of Shelburne	292
Town of Stark	297
Town of Stewartstown	298
Town of Stoddard	310
Town of Strafford	299
Town of Stratford	300
Town of Sugar Hill	302



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The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex. 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: Primex3 Members as per attached Schedule of Members Workers' Compensation Program	Member Number:	Company Affording Coverage: NH Public Risk Management Exchange - Primex Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limit, NH Statutory Limit, May/Agg/Alt/Not
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> Statutory \$2,000,000 Each Accident \$2,000,000 Disease - Each Employee Disease - Policy Limit
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex - NH Public Risk Management Exchange
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			By: <i>Mary Beth Purcell</i>
			Date: 12/18/2019 mpurcell@nhprimex.org Please direct inquires to: Primex Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Town of Effingham	164
Town of Ellsworth	165
Town of Epping	167
Town of Epsom	168
Town of Errol	169
Town of Exeter	170
Town of Farmington	171
Town of Francestown	173
Town of Franconia	174
Town of Freedom	176
Town of Fremont	177
Town of Gifford	178
Town of Gilmanton	179
Town of Gilsum	180
Town of Goffstown	181
Town of Gorham	182
Town of Goshen	183
Town of Grafton	184
Town of Greenfield	186
Town of Greenville	188
Town of Groton	189
Town of Hampstead	190
Town of Hampton Falls	192
Town of Hancock	193
Town of Harrisville	195
Town of Henniker	198
Town of Hill	199
Town of Hillsborough	200
Town of Hollis	203
Town of Hopkinton	205
Town of Jackson	207
Town of Jaffrey	208
Town of Jefferson	209
Town of Kensington	211
Town of Kingston	212
Town of Lancaster	214
Town of Langdon	218
Town of Lempster	219
Town of Lincoln	220
Town of Litchfield	222
Town of Littleton	223
Town of Loudon	225
Town of Lyman	226
Town of Lyndeborough	228
Town of Madbury	229
Town of Madison	230
Town of Marlborough	232
Town of Mason	234
Town of Meredith	235
Town of Middleton	237
Town of Milan	238
Town of Milford	239
Town of Milton	240
Town of Monroe	241
Town of Mont Vernon	242
Town of Moultonborough	243
Town of Nelson	244
Town of New Boston	246
Town of New Ipswich	253
Town of Newfields	250
Town of Newington	252
Town of Newport	256