

Wolfeboro Board of Selectmen  
Public Meeting Minutes-Unapproved  
COVID-19 Meeting- GoToMeeting  
October 21, 2020

**Board Members present:** Chairman Brad Harriman, Dave Senecal, Dave Bowers, Linda Murray and Paul O'Brien

**Staff present:** Town Manager Jim Pineo, MED Barry Muccio, Public Works Director Dave Ford and Recording Secretary Michele Chamberlain

Chairman Harriman opened the GoToMeeting at 6:30 PM.

Chairman Harriman read the following Preamble into the record:

**MEETING PREAMBLE DURING COVID-19 EMERGENCY**

*Good Evening, as Chairman of the Wolfeboro Board of Selectmen, I am declaring that an emergency exists and I am invoking the provisions of RSA 91-A:2, III (b). Federal, state, and local officials have determined that gatherings of 10 or more people pose a substantial risk to our community in its continuing efforts to combat the spread of COVID-19. In concurring with their determination, I also find that this meeting is imperative to the continued operation of town government and services, which are vital to public safety and confidence during this emergency. As such, this meeting will be conducted without a quorum of this body physically present in the same location.*

*At this time, I also welcome members of the public accessing this meeting remotely. Even though this meeting is being conducted in a unique manner under unusual circumstances, the usual rules of conduct and decorum apply. Any person found to be disrupting this meeting will be asked to cease the disruption. Should the disruptive behavior continue thereafter, that person will be removed from this meeting.*

*Please note that all votes that are taken during this meeting shall be done by Roll Call vote.*

*Let's start the meeting by taking a Roll Call attendance. When each member states their name please state whether there is anyone in the room with you during this meeting, which is required under the Right-to-Know law.*

**The Board Members gave a Roll call vote, Dave Senecal - present and alone in his office in his house, Linda Murray- present and alone in a room in her house, Brad Harriman – present and alone in a room in his house, Dave Bowers – present and alone in a room in his house but his wife might walk through and Paul O'Brien – present and alone in a room in his house.**

### **Non-Public Session RSA 91-A: 3, II a**

Mr. Pineo stated a non-public session is needed to discuss dismissal or promotion of public employees.

### **Consideration of Minutes**

Chairman Harriman asked for approval from the Board of the October 5, 2020 GoToMeeting Budget Meeting Minutes.

**It was moved by Linda Murray and seconded by Dave Bowers to accept the minutes of October 5, 2020 as written. Roll call vote Brad Harriman – yes, Linda Murray – yes, Dave Bowers – yes, Dave Senecal – yes, and Paul O'Brien - yes. Being none opposed, the motion passed.**

Chairman Harriman asked for approval from the Board of the October 7, 2020 GoToMeeting Minutes.

**It was moved by Dave Bowers and seconded by Paul O'Brien to accept the minutes of October 7, 2020 as amended. Roll call vote Brad Harriman – yes, Linda Murray – yes, Dave Bowers – yes, Dave Senecal – yes, and Paul O'Brien - yes. Being none opposed, the motion passed.**

### **Public Hearing**

- i. The Wolfeboro Board of Selectmen will hold a public hearing Wen. October 21, 2020 at 6:30 PM, virtually at link <https://global.gotomeeting.com/join/447550261> regarding the consideration to grant an easement for a minor encroachment of the Latchaw Building owned by Cross Neck Road, Inc. into Lake Avenue, pursuant to Selectmen's authority under RSA 41:14-a.

Chairman Harriman stated this is the second Public Hearing as required by RSA 41:14-a. The Board discussed this at the last meeting on Oct. 7<sup>th</sup>.

Chairman Harriman opened the public hearing.

There were no questions or comments.

Chairman Harriman closed the public hearing.

**It was moved by Linda Murray and seconded by Paul O'Brien that the Board, pursuant to RSA 41:14-a, grant an easement to Cross Neck Road, Inc. for an encroachment of the Latchaw Building into Lake Avenue in the form drafted by counsel for Cross Neck and approved by Town Counsel; and to authorize Board Chairman Brad Harriman to sign the deed on behalf of the Board and the Town. Roll call vote Brad Harriman – yes, Linda Murray – yes, Dave Bowers – yes, Dave Senecal – yes, and Paul O'Brien - yes. Being none opposed, the motion passed.**

### **Public Input**

**Limited to 3 Minutes per resident, not to exceed 15 minutes in total**

NA

### **Bulk Vote**

#### **A. Weekly Manifests**

- i. October 9, 2020
- ii. October 16, 2020

#### **B. Property Tax Refund/Abatement Approvals**

- i. Browns Ridge Rd                      Tax Map 37 Lot 5

#### **C. Due to from Capital Reserve Vouchers**

- |      |                                   |              |
|------|-----------------------------------|--------------|
| i.   | Wastewater Treatment Plant (2018) | \$67,295.00  |
| ii.  | Public Safety Parking Lot         | \$12,469.50  |
| iii. | Abenaki Ski Area                  | \$15,802.30  |
| iv.  | Wastewater Treatment Plant        | \$318,949.86 |
| v.   | 155 Building Maintenance          | \$3,810.00   |
| vi.  | 185 Building Maintenance          | \$5,984.00   |

#### **D. Raffle Permit-Friends of the Library**

**It was moved by Linda Murray and seconded by Paul O'Brien to approve the Bulk Vote Items A-D. Roll call vote Brad Harriman – yes, Linda Murray – yes, Dave Bowers – yes, Dave Senecal – yes, and Paul O'Brien - yes. Being none opposed, the motion passed.**

## **Board Appointments**

NA

## **New Business**

### **A. Farmer's Market**

Megan Young, President of the Farmer's Market, addressed the Board. She stated she would like to request to extend the market dates. It would be the same time (12:30-4:30 PM) and the same day (Thursday). We would like to have the market on October 22<sup>nd</sup> and October 29<sup>th</sup> because these dates were not on the original schedule.

Ms. Murray stated there is no reason not to grant the request.

Chairman Harriman agreed.

**It was moved by Dave Senecal and seconded by Paul O'Brien to extend the Farmer's Market by two weeks. Roll call vote Brad Harriman – yes, Linda Murray – yes, Dave Bowers – yes, Dave Senecal – yes, and Paul O'Brien - yes. Being none opposed, the motion passed.**

### **B. MRI-Preliminary Values**

Paul McKenney, Representative from MRI, addressed the Board. He stated we did the revaluation. We have reviewed all the sales between April 1, 2018 and March 31, 2020. We looked at 368 sales. The new values increased by 362,616,257.00. They went approximately from 2.2 billion dollars to 2.5 billion dollars. The overall change was about 16.4%. The residential properties went up 18.2%, vacant properties went up 16.9%, Mobile Homes went up 35% and commercial properties went up 10%. We mail out preliminary notices by the end of the week. People can contact our office by email or telephone. We will have phone conferences, online conferences, zoom meetings and in person meetings at Town Hall. People can go to our website to make appointments or call us.

Ms. Murray stated there is nothing to question, we do not have any data yet. We will know by how many abatement requests that we get.

Mr. McKenney stated we have been getting about 4 – 5 % for hearings. Most of the appointments have been online or my phone. There has been very few in person meetings but we do have precautions in place for COVID-19. We require masks to be worn.

Chairman Harriman questioned if the hearings were set up in the Town Hall.

Mr. McKenney stated yes.

Mr. O'Brien questioned how people would know about this process.

Mr. McKenney stated all the taxpayers will get an individual letter that will be mailed out this week. It will tell them their new value, their old value and how to set up a hearing if they would like one. He questioned if a motion was needed to accept the preliminary values.

Mr. O'Brien stated it would be hard to vote on something that we have not seen.

Ms. Murray agreed.

Mr. McKenney stated we will be publishing the data on the Town's website. They will be able to compare their property to someone else.

Chairman Harriman questioned if he would put the information in the Granite State News.

Mr. McKenney stated he could do a press release for the Granite State News.

### **C. RFP results for Energy Supply for 2022-2026**

Barry Muccio, MED Director, addressed the Board. He stated we budgeted a year early to look at purchase power for 2022-2026. The reason was the market conditions were favorable. We have been successful.

Mayhew, Representative from PLM, addressed the Board. He gave the following power presentation:

Town of Wolfeboro

## **Results of RFP for Energy Supply for 2022-2026**

**Presentation to the Board of Selectmen  
September, 2020**

**PLM** Electric Power Engineering

Town of Wolfeboro

### **Background to 2020 RFP**

- ◆ Forward Energy Prices have been declining steadily for almost two years
  - Winter prices have ticked up slightly since April but are still near the lowest prices for the last four years
  - This is a good time to be purchasing power for the next five years
- ◆ Wolfeboro's current Contract with PSEG runs through December, 2021
  - Locked-in price of \$45.20 for the remainder of 2020 and \$45.69 for 2021

September, 2020

PLM Electric Power Engineering

2

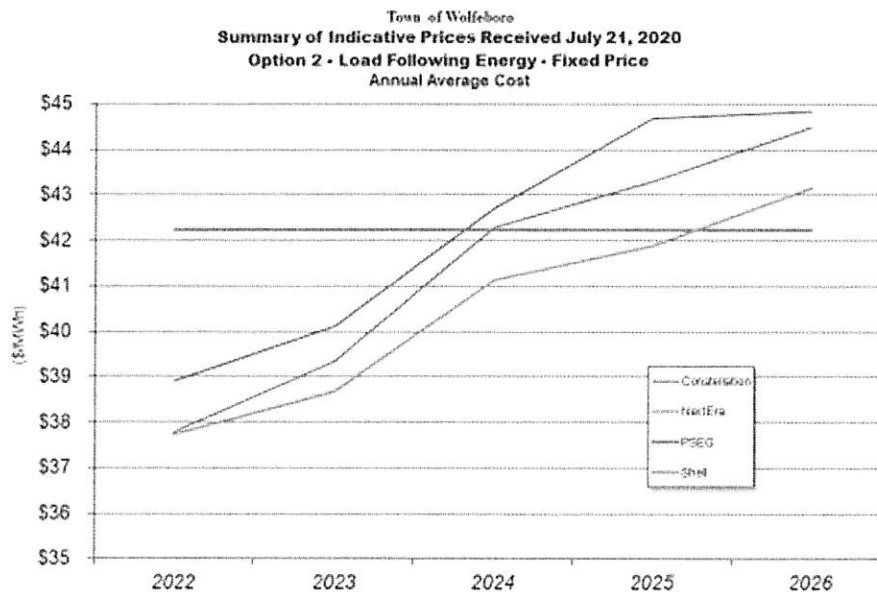
## Overview of RFP Process

- ◆ RFP sent out on July 13 to six suppliers
  - Requested indicative prices for two products:
    - Fixed blocks of energy with fixed pricing
    - Load-following energy with fixed pricing
- ◆ Indicative prices were received on July 21 from five suppliers
  - Only four suppliers provided prices for load-following energy
- ◆ Product was limited to load-following energy with fixed pricing
  - Premium for load-following was very small
- ◆ All four suppliers of load-following energy were approved for final contract negotiation
  - Constellation, NextEra, PSEG and Shell
- ◆ PSEG informed us on August 13 that they would not be participating due to temporary internal restructuring

September, 2020

PLM Electric Power Engineering

3



September, 2020

PLM Electric Power Engineering

4

## Overview of RFP Process (cont.)

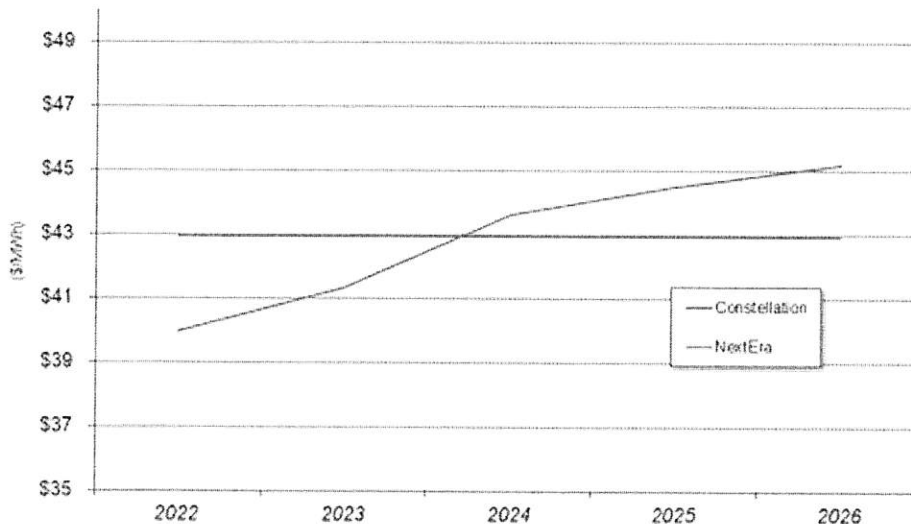
- ◆ Final contracts were negotiated with two suppliers by August 24<sup>th</sup>
  - Shell was not able to resolve internal credit issues and could not agree to the final contract terms
  - There are only minor differences among the contracts
  - All provide excellent protection for Wolfeboro
- ◆ Final prices were received on August 26th from the two remaining suppliers
  - Both were within \$0.01/MWh of each other
- ◆ Constellation was selected as the supplier
  - Constellation was Wolfeboro's supplier prior to the present PSEG contract and supplied the town for ten years.
- ◆ Constellation's price averages \$42.93 per MWh over the five years.

September, 2020

PLM Electric Power Engineering

5

Town of Wolfeboro  
**Summary of Final Prices Received August 26, 2020**  
Load Following Energy - Fixed Price  
Annual Average Cost



September, 2020

PLM Electric Power Engineering

6



## Impact on Rates

- ◆ In January, 2022 the cost of power paid by Wolfeboro will decrease by about 0.67 cents per kilowatt-hour, a decrease of about \$500 thousand per year
- ◆ Total estimated savings over the five year life of the contract are \$1.0 million compared with the present contract.

Chairman Harriman questioned if this would affect capital projects. Will they have to be spaced out more?

Mr. Muccio stated it should not have an effect. We have not seen our power dip that much. We will carry on with our original plan. This will affect rates and we will pass these savings onto our customers.

Chairman Harriman thanked him for the presentation.

### **D. Memo of Understanding with Huggins Hospital-Snow and Ice Control**

Mr. Pineo stated in early September Mr. Sullivan and Mr. Ford met with us with a concept with working with Huggins Hospital regarding salt. There is a memo to explain this to the Board.

Mr. Ford stated Huggins Hospital has a lot that is surrounded by drainage and wetlands that leads to Crescent Lake. They have separated from Sugar Hill and they need to have a stock pile of salt. They were thinking of building a salt shed on this piece of land. We talked about it and thought maybe the Town could use the land for a potential best management type of project. It seemed like a win/win situation. We met with Don Pushor, Vice President of Facilities and Support Services of Huggins Hospital. We reviewed all the questions the Selectmen had asked and it was reviewed by Town Counsel. He felt everything was in good shape.

Chairman Harriman stated when Huggins Hospital came to the Planning Board a lot of the neighbors were very upset and nervous about the wetlands into Crescent Lake. It sounds

like it is a good idea to make a partnership with them. He questioned if the operators from Huggins Hospital would be allowed to run our equipment and load themselves or will they have to wait for one of our crew members to load the salt into their truck.

Mr. Ford stated there are only two trucks that the Hospital has and both crews will be working together to develop schedules. We will be loading them most of the time but if there is an emergency storm and they have been trained we will allow them to use Town equipment. This would be unusual because most of the time we should be there to load them.

Ms. Murray questioned #7. The words "*failing which interest may shall be due at 1.5% per month*" does not make sense. This needs to be straighten out. Ms. Murray questioned #4 and requested a copy of the Tax Map so she would know where it is being put. It would nice to have a map so we know the location. The word "part" should be the word "party" in the Commencement/Expiration/Termination section. We need to proofread this document. She would like this to go back to Attorney Puffer to have it legally written.

Mr. O'Brien questioned #2. Will Huggins Hospital buy from us 90 tons of salt or how much they use?

Mr. Ford stated they normally use 90 ton a year which is a small amount compared to the 1,000 ton that we use.

Mr. O'Brien questioned if they would buy 90 tons from the Town.

Mr. Ford stated we will purchase and extra 90 tons.

Mr. O'Brien questioned if they would buy 90 tons from us.

Mr. Ford stated that is the plan. They do not have to buy 90 tons if they only use 40 tons during a warmer winter. We do not buy all the salt all at once so we won't use as much either. They made use more some years. We are trying to be a partner with them. The stormwater treatment center would be like a little park. It will be a lot nicer. Mr. Ford explained the location of the site. We are hoping not to have a salt shed in a residential area.

Mr. O'Brien questioned how Mr. Ford arrived at the 15%.

Mr. Ford stated he looked at the total cost for the 90 tons and the manpower required. He felt 5% was not enough and 20% was too much. We are not making any money. We are just covering our costs. Mr. Pushor was happy with this price since we get the State bid price.

Mr. O'Brien questioned if Huggins Hospital had any other salt provider.

Mr. Ford stated they used to have one when they were connected with Sugar Hill Community. It was located at Sugar Hill so when they sold Sugar Hill to the Taylor

Community they lost their salt shed. Huggins Hospital was planning on building their own salt shed until we asked them about this idea. Mr. Ford stated he would like to try this for one year and put off the construction of the shed for this year.

Ms. Murray questioned #4. We are going to put in drains. It states for the purposes of providing an area for the construction of potential stormwater treatment system to treat stormwater from Town and State of NH rights-of-way.

Mr. Ford stated if we sign the MOU and go with the one year and it works then it will be one or the other. If we decide not to enter into the agreement then the hospital will have to do something different. The deal is we are giving them something and we are getting a potential easement to put in the drainage work. Right now the drainage goes through the property put there is no treatment.

Ms. Murray stated this was not written by Attorney Puffer but it was reviewed by him. Correct?

Mr. Ford stated correct.

Ms. Murray stated she would like the errors fixed.

Mr. Ford asked for the errors again. He apologized for the errors and stated they would be fixed. He questioned if the Board was okay with the intent. The hospital needs to know or they will need to make another plan.

Chairman Harriman stated he thought it was a good idea. He thought they should give it a try for one year.

Mr. O'Brien questioned if an organization as large as the hospital requests to pay salt from us then would we sell salt to them.

Mr. Ford stated in the same sense as we are forming a partnership with Huggins Hospital he would be more than happy to enter into a partnership with other community institutions if we could do stormwater projects to mitigate pollution to the lake. We are not in the business of just selling salt to contractors. This is strictly for this purpose. This is a situation where we do not have a lot of land in our downtown area and some of it is very critical because it is so close to our water resources. If it is relating to this then we would say yes but we would not be looking to do anything outside of that area.

Ms. Murray stated she could sign and vote for this if she knew in one year that it would come back to the Board and in one year they could evaluate the pluses and minuses of what took place.

Mr. Ford stated we will not make any permanent decisions for one year and we will report back to the Board of Selectmen. If it works great if it doesn't then maybe we will have to change it or forget about it completely.

Mr. O'Brien stated Mr. Ford's heart is in the right place. He stated he was not in favor of the idea it doesn't square with him.

Ms. Murray stated she looks at it very simply. We are going to provide them with salt so they will not build their shed. We don't have an easement yet. They may give us an easement and they may not give us an easement. Can we provide them with the salt so they do not build the building in this area that really should not have a salt shed? She asked Mr. Ford if this was correct.

Mr. Ford stated it says, Huggins agrees to provide an easement to the Town and/or the State of NH DOT. They are agreeing to give us an easement.

Ms. Murray stated it says potential. She felt the word potential meant they might give the easement and they might not give the easement.

Mr. O'Brien stated if the word potential was removed then it would say in consideration of us having this partnership with Huggins they would give us an easement and we would do the stormwater mitigation. He stated not potential we are going to do it.

Ms. Murray stated it is the word potential.

Mr. O'Brien agreed the word potential needed to be removed.

Mr. Senecal agreed with Ms. Murray that the document needed to be reviewed by Attorney Puffer. There are a couple of things that need to be corrected and he can do it. He does not have a problem with it.

Mr. O'Brien stated as long as the intention is right and clear. There is no intent in the word potential. He agreed they should remove the word potential and then have Attorney Puffer fix the rest of the material so it is legal.

Ms. Murray stated then it will be in more legal terms.

Chairman Harriman asked Mr. Pineo if he thought sending it to Attorney Puffer could be done quickly. This is important because we could be getting winter weather any time now. The hospital and Town need to know moving forward the direction we are going in.

Mr. Pineo stated he will call Attorney Puffer first thing in the morning.

Ms. Murray questioned if the Board could make a motion contingent upon those changes being made.

Chairman Harriman thought it was a good idea.

Mr. Senecal agreed.

**It was moved by Linda Murray and seconded by Dave Senecal to approve the memorandum of understanding (MOU) contingent with the changes being made that we spoke about tonight. Roll call vote Brad Harriman – yes, Linda Murray – yes, Dave Bowers – yes, Dave Senecal – yes, and Paul O’Brien - yes. Being none opposed, the motion passed.**

#### **E. 2018 WA 33 for Election 47-1**

Ms. Murray stated she wanted to read the ordinance and to let residents know where they could find it on the Town website. She read the ordinance as follows:

##### **Article 33: Amendment to Town Code Chapter 47-1 – Elections**

“The distribution of campaign materials and electioneering is prohibited in the Town Hall and in the Town Hall rear parking lot during any election held at the Town Hall.”

Distributing campaign materials shall mean distributing, wearing, or posting any campaign materials in the form of poster, card, handbill, placard, picture, pin sticker, circular, or article of clothing which is intended to influence the action of the voter within the Town Hall. Electioneering shall mean to act in any way specifically designed to influence the vote of any voter on any question or office.

She stated this information can be found on the Town website by going to the Town Home Page and then go to Department and then go to Town Clerk and then go to Voting and Elections. It will say on the bottom of the page October 7, 2020. It will give the Article 33 which we voted to approve with 1,000 yes and 159 no.

Ms. Murray reminded everyone that Elections will take place on November 3, 2020 from 8:00 AM to 7:00 PM.

Chairman Harriman stated Randy Walker is aware of all of this and he tends to keep an eye on this.

Ms. Murray stated we might need to ask people to remove hats with names on it. People might not be thinking about it so we will have to remind them to take these types of things off.

#### **Other Business**

Mr. O’Brien stated there will be a public hearing on November 4, 2020 at 6:30 PM. Charter Communications will be joining us virtually to discuss the franchise agreement. This needs to be posted two weeks in advance of the meeting. The only difference between the contracts is that Charter Communications will be granted the franchise area of Brownsridge Road Village Corner area not Greater Wolfeboro. All contracts with cable providers are non-exclusive. Attorney Puffer will be present.

Mr. Pineo stated he has been communicating with Todd Haywood. He will be before the Board to extend his current contract on November 4, 2020.

Ms. Murray questioned if it was a one year extension.

Mr. Pineo stated yes. It is the very same contract that was signed last year.

Chairman Harriman stated it will be an extension of the current contract.

Todd Haywood, Assessor, addressed the Board. It is the exact same contract that has been signed for the last couple of years. It is just extending the contract that ended in 2016. We have been extending it with a one page extension. The difference is the fee has gone up by the rate of 1.6%.

### **Committee Reports**

Ms. Murray stated she attended the Special Events Committee Meeting. We have all our entertainment so we are now trying to work out a schedule. She attended the Chamber of Commerce Executive Board Meeting. The Milfoil Joint Board has put out a bid notice because we are trying to sell the dash unit. Over the last two years we could not find a contractor that would use our boat because they wanted to use their own. We are going to try to sell it if we get a good price. She went to a meeting with Mr. O'Brien about the Pop Whalen Protocols last week. She attended an Energy Committee Meeting and a Wolfeboro Watershed Meeting where we reviewed some of the projects we did this summer.

Mr. Senecal stated he attended two Conservation Committee Meetings and all the Budget Meetings we have had. He attended with Mr. O'Brien a meeting looking into the new facilities for the Fire and Police Departments.

Mr. O'Brien stated he and Mr. Senecal kicked off the Public Safety Building Meeting. He attended a Dock Committee Meeting with Ms. Murray. The idea is to get the bill of materials for both these projects lined up so that we can present them for public comment. He was at the hockey rink with Ms. Murray and these talks will continue when the State releases more information about opening up hockey rinks. All arenas in the State of New Hampshire have been closed for two weeks because of COVID-19 exposures. He has been enjoying Budget Meetings with his colleagues.

Mr. Bowers stated he did not have any committee meetings this week.

Chairman Harriman stated he has been attending Budget Committee Meetings with everyone else. He missed the Planning Board Meeting this week.

### **Town Manager Report**

Mr. Pineo stated the following:

We have been working on budgets.

He is very excited to welcome the new Finance Director, Kathy Carpentier on October 26<sup>th</sup> and the new Planner, Tavis Austin on October 30<sup>th</sup>. They will both be at the November 4<sup>th</sup> Board of Selectmen meeting for introductions.

### **Questions from the Press**

NA

### **Public Input**

**Limited to 3 Minutes per resident, not to exceed 15 minutes in total**

NA

**It was moved by Linda Murray and seconded by Paul O'Brien to enter into non-public session. Roll call vote, Linda Murray – yes, Brad Harriman – yes, Dave Bowers – yes, Dave Senecal – yes and Paul O'Brien - yes. Being none opposed, the motion passed.**

The Board re-entered public session at 8:16 PM.

**Linda Murray moved the Wolfeboro Board of Selectmen to seal the minutes of the October 15, 2020 non-public meeting. Paul O'Brien seconded. Roll call vote, Linda Murray – yes, Brad Harriman – yes, Dave Bowers – yes, Dave Senecal - yes and Paul O'Brien – yes. Being none opposed, the motion passed.**

**It was moved by Dave Senecal and seconded by Dave Bowers to adjourn at 8:17 PM. Roll call vote, Linda Murray – yes, Brad Harriman – yes, Dave Bowers – yes, Dave Senecal - yes and Paul O'Brien – yes. Being none opposed, the motion passed.**

Respectfully Submitted,  
Michele Chamberlain



# **DRAFT**

**9-12-2020**

## **MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF WOLFEBORO AND HUGGINS HOSPITAL**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by the Town of Wolfeboro (P.O. Box 629, Wolfeboro, NH, 03894), hereinafter referred to as the TOWN; AND the Huggins Hospital (P.O. Box 912, Wolfeboro, NH, 03894), hereinafter referred to as HUGGINS.

### **PURPOSE and STATEMENT OF MUTUAL INTERESTS**

The TOWN seeks to work with its large institutional partners in close proximity to the town's many waterbodies to improve water quality. The TOWN intends to work with these partners to manage salt use for Snow and Ice Control to those properties through the bulk purchase, sale, and storage of these materials in a centralized and managed environment. HUGGINS, a community-minded, environmental conscious, and non-profit healthcare institution shares the TOWN's commitment to water quality through shared purchasing and seeks to mitigate potential impacts to sensitive waterbodies as a result of purchasing bulk materials from Town instead of building a storage facility in a sensitive area.

### **AGREEMENTS**

1. The TOWN will sell purchase pre-treated (brined) salt for snow removal operations at HUGGINS properties located in Wolfeboro, NH.
2. The TOWN shall sell pre-treated salt at a price equal to the State of NH Bid price + an indirect cost of 15%, on a per-ton quantity, to be updated on an annual basis of State bid price only. The quantity of salt is estimate to be approximately 90 tons per year.
3. The TOWN and HUGGINS agree to maintain an annual usage log, to be reviewed and jointly approved.
4. HUGGINS agrees to provide an easement to the TOWN and/or the New Hampshire Department of Transportation on Tax Map-Lot 231-090, adjacent to Crescent Lake Avenue, for the purposes of providing an area for the construction of potential stormwater treatment system to treat stormwater from TOWN and State of New Hampshire rights-of-way. The boundaries and specific terms of this easement shall be defined at a later time.
5. The TOWN (Public Works/Highway Department) shall increase its operating budget appropriately on an annual basis for the purchase of additional salt as estimated by HUGGINS.
6. Billing requests to HUGGINS will be made on a monthly basis.
7. Payments will be made to the TOWN and deposited within the General Fund. Payment is due 30 days from the date of invoice, failing which interest may shall be due at 1.5% per month.
8. The TOWN and HUGGINS shall indemnify, defend, and hold each other harmless from and against any and all claims or causes of action arising out of



the use of TOWN salt or equipment resulting in damage or injury to persons or property of any kind whatsoever. Each property owner shall be responsible for any such damage or injury, whether caused by them or by their agents, contractors or employees.

9. HUGGINS shall provide insurance coverage documentation indicating the TOWN as an additional insured at a level of \$1,000,000 per occurrence and \$2,000,000 aggregate coverage, naming the Town as additional insured, to be reviewed on an annual basis.
10. Huggins and Town staff will meet prior to November 10 each year, to review logistics of loading and communications between both partners.

#### **COMMENCEMENT/EXPIRATION/TERMINATION**

This MOU takes effect upon the signatures of the TOWN and HUGGINS, and shall remain in effect for one (1) year from its original signature date. At that time, the TOWN and Huggins shall reevaluate said agreement and consider reauthorization. Following that reauthorization, the agreement shall automatically renew on an annual basis (on the signing date) until either party provides ninety (90) days of written notification to the other part. This MOU may be amended upon written and signed agreement of both the Town and HUGGINS.

#### **PRINCIPAL CONTACTS**

The principal contacts for this instrument are:

David W. Ford, P.E., Director of Public Works, Town of Wolfeboro

Donn V. Pushor, Vice President of Facilities and Support Services, Huggins Hospital

#### **NON-FUND OBLIGATING DOCUMENT**

Nothing in this MOU shall obligate either the TOWN or HUGGINS to obligate, transfer or expend any funds, with the exception of those identified herein.

#### **AUTHORIZED REPRESENTATIVES**

By signature below, the TOWN and HUGGINS certify that the individuals listed in this document as representatives are authorized to act in their respective areas for matters related to this agreement.

\_\_\_\_\_ Chairman, Board of Selectmen, Town of Wolfeboro

\_\_\_\_\_ Town Manager, Town of Wolfeboro

\_\_\_\_\_ Chief Executive Officer, Huggins Hospital