



JOHN J. BARTHELMES  
COMMISSIONER

State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER  
33 HAZEN DR. CONCORD, NH 03305  
603/271-2791

50 mcc

January 7, 2019

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

Requested Action

Pursuant to RSA 21-P:12-a, the Department of Safety, Division of Fire Standards and Training and Emergency Medical Services (FSTEMS) requests authorization to enter into a grant agreement with the Town of Hooksett (VC#177412-B002) for a total amount of \$26,344.00 for the purpose of implementing a mobile integrated healthcare (MIH) program called NH Project FIRST. Effective upon Governor and Council approval through September 29, 2019. Funding source: 100% Federal Funds.

Funding is available in the SFY 2019 operating budget as follows:

02-023-023-237010-44570000	Dept. of Safety – FSTEMS – 100% Nat'l Fire Academy Grant (FR-CARA)	<u>SFY 2019</u>
072-500574	Grants to Local Gov't - Federal	\$26,344.00
Activity Code: 23SAMHSA19		

Explanation

NH Project FIRST (First responders Initiating Recovery, Support, and Treatment) is designed to utilize specially trained first responders to connect at-risk individuals with treatment and recovery programs; train at-risk individuals and their support systems on overdose emergency care including the use of naloxone; and increase the number of first responders who can administer naloxone.

To implement a mobile integrated healthcare (MIH) program, the Town of Hooksett plans to utilize four members of the Fire-Rescue Department during over-time hours. The grant funds will also provide for the purchase of a laptop computer to support the data collection and tracking of the anticipated reduction in overdoses and overdose fatalities, along with the expected increase in at-risk individuals referred to treatment in the community.


The grant listed above is funded from the FFY 2019 First Responder Comprehensive Addiction and Recovery Act, which was awarded to the Department of Safety, Division of Fire Standards and Training and Emergency Medical Services (FSTEMS) from the United States Department of Health and Human Services' Substance Abuse and Mental Health Services Administration (SAMHSA). The grant funds are to be used to implement the MIH program to reduce the number of opioid overdoses and opioid overdose deaths, as well as increase the number of at-risk individuals entering into treatment and recovery services throughout the State.

Grant guidance and applications are available to all New Hampshire licensed emergency medical services (EMS) units. Subrecipients submit applications to this office, which are reviewed by the FSTEMS FR-CARA Staff, the FR-CARA Advisory Committee, and approved by the FSTEMS 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 communities.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
January 7, 2019  
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The First Responder Comprehensive Addiction and Recovery Act (FR-CARA) grants are 100% federally funded by SAMHSA with no match requirement. 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,

  
John J. Barthelmes  
Commissioner of Safety

**GRANT AGREEMENT**

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

**1. Identification and Definitions.**

<b>1.1. State Agency Name</b> NH Department of Safety, Fire Standards & Training and Emergency Medical Services		<b>1.2. State Agency Address</b> 33 Hazen Drive Concord, NH 03305	
<b>1.3. Subrecipient Name</b> Town of Hooksett (VC#177412-B002)		<b>1.4. Subrecipient Tel. #/Address</b> 603-485-8472 35 Main Street, Hooksett, NH 03106	
<b>1.5 Effective Date</b> G & C Approval	<b>1.6. Account Number</b> AU #44570000	<b>1.7. Completion Date</b> September 29, 2019	<b>1.8. Grant Limitation</b> \$26,344.00
<b>1.9. Grant Officer for State Agency</b> Paula Holigan, FR-CARA Program Manager		<b>1.10. State Agency Telephone Number</b> (603) 223-4200	
"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."			
<b>1.11. Subrecipient Signature 1</b> <i>James A Sullivan</i>		<b>1.12. Name &amp; Title of Subrecipient Signor 1</b> Chairman James Sullivan	
<b>Subrecipient Signature 2</b> <i>Robert D. Lavoie</i>		<b>Name &amp; Title of Subrecipient Signor 2</b> Robert Lavoie Council Dist 2	
<b>Subrecipient Signature 3</b> <i>Alex Walczyk</i>		<b>Name &amp; Title of Subrecipient Signor 3</b> Alex Walczyk Councilor at Large	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of Merrimack, <input checked="" type="checkbox"/> <b>DN</b> <del>UN/MS</del> 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 <del>capacity indicated in block 1.12.</del> <b>State of New Hampshire</b> <input checked="" type="checkbox"/> <b>DN</b> by Commission Expires June 20, 2023			
<b>1.13.1. Signature of Notary Public or Justice of the Peace</b> <i>Donna J. Fitzpatrick</i>			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> <b>(Commission Expiration)</b> Donna J. Fitzpatrick Administrative Services Coe.			
<b>1.14. State Agency Signature(s)</b> By: <i>Steven R. Lavoie</i> On: 1/6/19		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> Steven R. Lavoie, Director of Administration	
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b> By: <i>J. A. G.</i> Assistant Attorney General, On: 1/17/2019			
<b>1.17. Approval by Governor and Council (if applicable)</b> By: _____ On: 1/1			

**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:12-a, 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.) *[Signature]* 2.) *[Signature]* 3.) *[Signature]* Date: 1/24/19

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 5.5 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.

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 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,

9.2. 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 or 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.)

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3.)

WV

Date:

12/12/10

- 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.)



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Date:



**EXHIBIT A**

Scope of Services

1. The Department of Safety, Division of Fire Standards & Training and Emergency Medical Services (hereinafter referred to as "the State") is awarding the Town of Hooksett (hereinafter referred to as "the Subrecipient") \$26,344.00 to implement a Mobile Integrated Healthcare (MIH) program.
2. "The Subrecipient" agrees to submit quarterly progress reports and requests for reimbursement within fifteen (15) days after each quarter (January 15<sup>th</sup>, April 15<sup>th</sup>, July 15<sup>th</sup>, and October 15<sup>th</sup>) until all activities associated with the grant award have been completed.
3. "The Subrecipient" agrees that the project grant period ends September 29, 2019 and that a final performance and expenditure report will be sent to "the State" by October 30, 2019.
4. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
5. "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, or longer if notified by the Department of Safety that an active audit requires the documents to be maintained and accessible for a period longer than the original grant period end date.

Subrecipient Initials:

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Date:



**EXHIBIT B**

**Grant Amount and Method of Payment**

1. GRANT AMOUNT

<b>Total Grant (Federal Award): \$26,344.00</b>	<b>Project Cost is 100% Federal Funds</b>
<b>Awarding Agency: Substance Abuse and Mental Health Services Administration (SAMHSA)</b>	
<b>Award Title: First Responders- Comprehensive Addiction &amp; Recovery Act (FR-CARA)</b>	
<b>Award Number: 5H79SP080286-02</b>	
<b>Catalog of Federal Domestic Assistance (CFDA) Number: 93.243 (FR-CARA)</b>	
<b>Applicant's Data Universal Numbering System (DUNS): 040229601</b>	

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$26,344.00.
  
- b. "The State" shall reimburse up to \$26,344.00 to "the Subrecipient" upon "the State" receiving appropriate documentation of expended funds (i.e, copies of payroll, sign-in sheets, invoices and cancelled checks), and quarterly progress reports from "the Subrecipient".

Subrecipient Initials 1.) 

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Date: 

**EXHIBIT C**

Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. "The Subrecipient" ensures Federal award funds will supplement, and not replace (supplant) nonfederal funds for this project and ensures that federal funds do not supplant funds that have been budgeted for the same purpose through non-federal sources. If required, "the Subrecipient" agrees to demonstrate that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds.
3. "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 as codified by HHS at 45 CFR 75. "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.

4. "The Subrecipient" agrees to acknowledge federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds and will include the percentage and dollar amounts of the total program or project costs financed with federal funds; and the percentage and dollar amount of the total costs financed by nongovernmental sources.
5. "The Subrecipient" agrees to comply with all grant compliance and certification requirements as referenced in the NH Project FIRST, FR-CARA Grant Guidance.
6. Order of Precedence: In the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:
  - a. State of New Hampshire, Department of Safety, Grant Agreement;
  - b. State of New Hampshire, FR-CARA, NH Project FIRST Grant Guidance Document;
  - c. State of New Hampshire, FR-CARA, NH Project FIRST Grant Award Letter;
  - d. State of New Hampshire, FR-CARA, NH Project FIRST Application, which is herein included by reference.

Subrecipient Initials

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Date 



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2  
Town of Hooksett  
Town Council Meeting Minutes -Unofficial  
Wednesday, December 12, 2018

3  
4 The Hooksett Town Council met on Wednesday, December 12, 2018 at 6:00 in the Hooksett Municipal  
5 Building.

6  
7 **CALL TO ORDER**

8 Chair Sullivan called the meeting of 12 December 2018 to order at 6:00 pm.  
9

10 **PROOF OF POSTING**

11 Town Administrator, Dr. Dean E. Shankle, Jr., provided proof of posting.  
12

13 **ROLL CALL**

14 **In Attendance:** Councilor James Sullivan, Councilor Robert Duhaime, Councilor John Durand,  
15 Councilor James Levesque, Councilor David Ross, Councilor Timothy Tsantoulis, Councilor Donald  
16 Winterton, and Councilor Alex Walczyk (arrived at 6:07 pm)  
17

18 **Missed** Councilor John Giotas  
19

20 **PLEDGE OF ALLEGIANCE**  
21

22 **SPECIAL GUEST**

23 Ted Gatsas, newly elected Executive Councilor for District #4, introduced himself, offered his services  
24 and distributed his business cards to the members of the Town Council.  
25  
26

27 **SPECIAL RECOGNITION**

28 **5.2 Hooksett Police - Swearing-in ceremony for new Police Officer**

29 Chief Bouchard: I would like to introduce Jordan Estevez as a new police officer in Hooksett, bringing  
30 the total number of officers to 29. A full roster is 30 officers, and the department is hoping to fill the last  
31 position in the near future.

32 Chief Bouchard administered the Oath of Office and Officer Estevez's wife, Samantha, pinned on his  
33 badge.  
34

35 **5.3 Retirement of Diane Boyce, Public Works Director - 29 years of dedicated service**

36 Chair Sullivan: Ms. Boyce has worked for the town since 1989. In 2015 she was named Director of  
37 Public Works. Her official retirement date is January 9, 2019. She worked her way from part-time  
38 secretary to Director of Public Works, with several positions in between, including heavy equipment  
39 operator. Her budgets were always on time, well-prepared, and either on target or under. She has been  
40 a calming presence, always encouraging recycling. Her crowning achievement has been her work  
41 getting Hooksett on the single stream recycling bandwagon. Thank you, Diane. You will be missed.  
42

43 Jodi Pinard: Diane is an amazing woman, a friend and co-worker of mine for many years. The town will  
44 forever be indebted to Diane for all she has given. She was always ready to help whenever she could.  
45 When given added responsibilities, she took them on. We will miss you, Diane. Thanks for all you have  
46 done for Hooksett.  
47  
48

1027 C. Soucie: We could gather this information and revisit this at the next meeting. Also, we never created  
1028 a warrant article for a roundabout.

1029

1030 Dr. Shankle: You might consider having a meeting next week.

1031

1032 Chair Sullivan: It is clear that we need to have more than one meeting each month.

1033

1034 C. Soucie: You will need to have a public hearing at your next meeting if you want to bond the Fire-  
1035 Rescue Ladder.

1036

1037 **NEW BUSINESS**

1038

1039 **16.5 NH-FIRST Grant Agreement Acceptance**

1040

1041 *D. Winterton motioned to accept the NH FIRST grant funds of the First Responder -*  
1042 *Comprehensive Addiction and Recovery Act (FR-CARA) Cooperative Agreement in the amount*  
1043 *of \$26,344. for the Town of Hooksett Fire Rescue Department. The motion was seconded by D.*  
1044 *Ross.*

1045

1046 **Roll Call Vote #23**

1047 *A. Walczyk Yes*

1048 *J. Durand Yes*

1049 *D. Winterton Yes*

1050 *J. Levesque Yes*

1051 *T. Tsantoulis Yes*

1052 *R. Duhaime Yes*

1053 *D. Ross Yes*

1054 *J. Sullivan Yes*

1055 *Voted unanimously in favor (8-0)*

1056

1057 **16.2 Street Name Approval**

1058

1059 *Chair Sullivan motioned to table this item to allow the Administration time to come up with a*  
1060 *better name for the new street. The motion was seconded by D. Ross.*

1061

*Voted unanimously in favor.*

1062

1063 *Chair Sullivan motioned to table items 16.3, 16.4, 16.6 and 16.7 until the newly scheduled*  
1064 *meeting of December 19, 2018. The motion was seconded by D. Ross.*

1065

*Voted unanimously in favor.*

1066

1066 **TOWN ADMINISTRATOR'S REPORT**

1067

1068 Dr. Shankle: As you know, I am leaving and you have to figure out what you want to do. You will need  
1069 someone for the interim as you decide how you want to select your next town administrator.

1070

1071 Chair Sullivan: Dr. Shankle is leaving his position in Hooksett to become the town administrator in  
1072 Amherst. His last day is January 11, 2019. He has done a great job during his seven-year tenure and is  
1073 Hooksett's longest serving town administrator under the Town Council form of government. His greatest  
1074 strength and hallmark of his tenure is hiring key people in key departments. Thank you for your service.

1075

1076 *T. Tsantoulis motioned to name Council Winterton acting town manager for six months and to*  
1077 *remove his voting rights on the Town Council. A. Walczyk seconded the motion.*



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) 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, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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 Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> 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 Primex<sup>3</sup>. 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.

<b>Participating Member:</b> Primex3 Members as per attached Schedule of Members Property & Liability Program		<b>Member Number:</b>	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:		
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2018	7/1/2019	Each Occurrence	\$ 5,000,000	
			General Aggregate	\$ 5,000,000	
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)		
<input type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>			<input type="checkbox"/> Statutory		
			Each Accident		
			Disease - Each Employee		
			Disease - Policy Limit		
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)		
<b>Description:</b> Proof of Primex Member coverage only.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			By: <i>Tammy Denver</i>
			Date: 6/25/2018    tdenver@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

Town of Gorham	182
Town of Goshen	183
Town of Grafton	184
Town of Grantham	185
Town of Greenland	187
Town of Groton	189
Town of Hampstead	190
Town of Hampton	191
Town of Hancock	193
Town of Hanover	194
Town of Harrisville	195
Town of Haverhill	196
Town of Hebron	197
Town of Henniker	198
Town of Hinsdale	201
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



## CERTIFICATE OF COVERAGE

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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<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

<i>Participating Member:</i> Primex3 Members as per attached Schedule of Members Workers' Compensation Program		<i>Member Number:</i>		<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input type="checkbox"/> <b>General Liability (Occurrence Form)</b> <input type="checkbox"/> <b>Professional Liability (describe)</b> <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"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto				Combined Single Limit (Each Accident) Aggregate	
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>		7/1/2018	7/1/2019	<input checked="" type="checkbox"/> Statutory      \$2,000,000	
				Each Accident      \$2,000,000	
				Disease – Each Employee	
				Disease – Policy Limit	
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>				Blanket Limit, Replacement Cost (unless otherwise stated)	
<b>Description:</b> Proof of Primex Member coverage only.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> – NH Public Risk Management Exchange</b>
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			<b>By:</b> <i>Tammy Denver</i>
			<b>Date:</b> 6/25/2018    tdenver@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

SAU 24 Office	826
SAU 29 Office	751
SAU 34 Office	865
SAU 35 Office	938
SAU 39 Office	808
SAU 41 Office	835
SAU 44 Office	804
SAU 46 Office	753
SAU 48 Office	754
SAU 50 Office	800
SAU 53 Office	755
SAU 55 Office	777
SAU 56 Office	794
SAU 58 Office	830
SAU 67 Office	869
SAU 70 Office	845
Seabrook Beach Village District	448
Seabrook School District	843
Seacoast Charter School	1201
Shaker Regional School District	757
Somersworth School District	784
Souhegan Cooperative School District	778
Souhegan Regional Landfill District	590
South Hampton School District	844
Stark School District	831
Stoddard School District	854
Strafford School District	944
Stratford School District	832
Stratham School District	821
Strong Foundations Charter School	1213
Sullivan County	606
Sullivan School District	964
Sunapee School District	955
Surry School District	965
Tamworth School District	836
Thornton School District	758
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Town of Amherst	106
Town of Barnstead	112
Town of Benton	121
Town of Bradford	124
Town of Charlestown	136
Town of Chatham	137
Town of Chester	138
Town of Columbia	144
Town of Danbury	150
Town of Derry	154
Town of Dorchester	155
Town of Enfield	166
Town of Fitzwilliam	172
Town of Grantham	185
Town of Greenland	187
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Town of Haverhill	196
Town of Hebron	197
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Town of Holderness	202
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