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State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER

33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

December 2, 2016

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 Sanbornton (VC#177473-B002) for the purchase of an electronic emergency message board, an emergency management trailer, and traffic control equipment for a total amount of \$30,741.00. Effective upon Governor and Council approval through September 30, 2017. Funding source: 100% Federal Funds.

Funding is available in the SFY 2017 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 2015			\$30,741.00

Explanation

The purpose of this grant is to purchase equipment that will enhance the community's emergency management capabilities. The equipment includes an electronic emergency message board, traffic control equipment, and an emergency management trailer which will house the community's emergency management equipment. The grant listed above is funded from the FFY 2015 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.

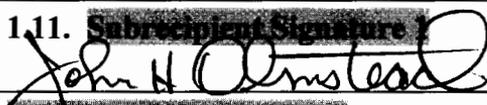
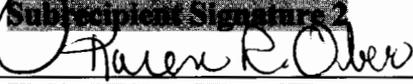
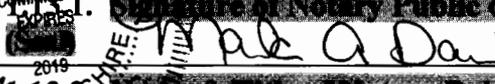
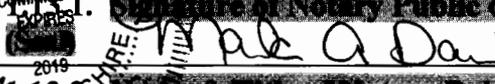
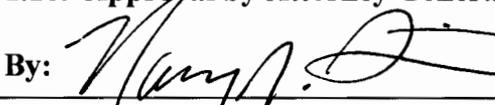
Respectfully submitted,

John J. Barthelmes
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.

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 Sanbornton (VC#177473-B002)		1.4. Subrecipient Tel. #/Address 603-286-8303 P O Box 124, Sanbornton, NH 03269	
1.5 Effective Date G&C Approval	1.6. Account Number AU #80920000	1.7. Completion Date September 30, 2017	1.8. Grant Limitation \$ 30,741.00
1.9. Grant Officer for State Agency Cindy Richard, EMPG Program Manager		1.10. State Agency Telephone Number (603) 223-3627	
"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 		1.12. Name & Title of Subrecipient Signor 1 John H. Olmstead, Selectman	
Subrecipient Signature 2 		Name & Title of Subrecipient Signor 2 Karen R. Ober, Selectman	
Subrecipient Signature 3 		Name & Title of Subrecipient Signor 3 Kathleen J. North, Selectman	
1.13. Acknowledgment: State of New Hampshire, County of Belknap, on <u> </u> 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.			
Signature of Notary Public or Justice of the Peace 		Signature of Notary Public or Justice of the Peace 	
Name & Title of Notary Public or Justice of the Peace M. A. Davis, Town Clerk		(Commission Expiration) June 4, 2019	
1.14. State Agency Signature(s) By:  On: 12/7/16		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:  Assistant Attorney General, On: 12/9/2016			
1.17. Approval by Governor and Council (if applicable) By: <u> </u> 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").

RECEIVED

Subrecipient Initials: 1.) JO 2.) KRO 3.) KPN Date: 12/16/16

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. 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.

5.4. 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 Initial: 1.) [Signature] 2.) [Signature] 3.) [Signature] Date: 11/16/14

- 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.) JD

2.) KRO

3.) SP

Date: 11/16/16

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 Sanbornton (hereinafter referred to as "the Subrecipient") \$30,741.00 for the purchase of an electronic emergency message board, an emergency management trailer and traffic control equipment.
2. "The Subrecipient" agrees that the project grant period ends September 30, 2017 and that a final performance and expenditure report will be sent to "the State" by October 31, 2017.
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 Subrecipient" shall maintain documentation of the 50% cost share required by this grant.

Subrecipient Initials

1.)



2.)



3.)



Date



EXHIBIT B

Grant Amount and Method of Payment

1. GRANT AMOUNT

	Applicant	Grant	
	Share	(Federal Funds)	Cost Totals
Project Cost	\$30,741.00	\$30,741.00	\$61,482.00
Project Cost is 50% Federal Funds, 50% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Emergency Management Performance Grant (EMPG) EMW-2015-EP-00067			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.042 (EMPG)			
Applicant's Data Universal Numbering System (DUNS): 126715072			

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$30,741.00.
- b. "The State" shall reimburse up to \$30,741.00 to "the Subrecipient" upon "the State" receiving appropriate documentation of expended funds (i.e, copies of invoices and cancelled checks) and proof of match from "the Subrecipient".

Subrecipient Initials: 1.) [Signature]

2.) [Signature]

3.) [Signature]

Date: 1/16/16

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 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.

1.) 

2.) 

3.) 

Date: 

DRAFT

SANBORNTON BOARD OF SELECTMEN'S MINUTES

November 16, 2016

Town Offices

The Board of Selectmen convened in regular session on Wednesday, November 16, 2016 at 3:30 p.m. at the Town Offices, in order to hold a work session with Holden Engineering and on the Town budget. The regular meeting will start at 5:00 p.m. In attendance were Selectman Karen Ober (arrived at 3:55 p.m.), Selectman John Olmstead and Selectman Katy North. Town Administrator, Katie Ambrose was also present. At the end of the meeting the Board reviewed the Attorney's comments regarding the contract. Selectman North made a **motion** to approve the Holden Engineering contract with the Attorney's changes and to send the contract to the State for C.R. Willekes' approval. The Board hopes to sign the contract on 11/22/16.

1.0 Holden Engineering Re: Lower Bay Road project - Peter Holden was present. TA Ambrose stated the Town's Attorney has been sent the revised contract but did not have enough time to review it before the start of the meeting. Peter Holden explained the same contract without the cahnges was sent again. Peter Holden provided the Board with an explanation letter stating what was changed in the contract, which was the cost and the project's scope. Copies of the full contract were also provided for review. Peter Holden stated the revised budget is at \$103,429.26 dollars and may be over the \$150K but it is not going to be close to the original \$180K. Selectman North asked if the bulk of the enginnering work would be done under the \$103K. There was a brief discussion about the 30% contract being the completion percentage of the engineering plans, which has nothing to do with the project's funding. Peter Holden replied yes, they would like to move a little faster, even though the State has a set process/schedule. Peter Holden noted he feels once the plans are reviewed they will be turned around bu the State pretty quickly. TA Ambrose asked if the Board wanted to wait for the Attorney's comments. Chair Olmstead replied yes and for Selectman Ober to be present for a decision. The Board thanked Peter Holden for meeting with them tonight. TA Ambrose stated she has an update on the encumbrance question, the funds do not qualify because any item can only be carried forward for one additional year. TA Ambrose referenced RSA 32:7, 32:7-a and 32:7 V. TA Ambrose stated by the NH DRA's defintion it does not qualify. TA Ambrose explained the funds can not be moved forward because it was not a Special Warrant Article and did not receive a 2/3rds majority vote, so the funds would need to be reappropriated. Selectman North stated the funds are sitting in the general fund because they lapsed, so they shoul db e taken back out instead of bringing it back to the people again. TA Ambrose noted a separate warrant article will not be needed for reconstruction in FY 2019'.

2.0 Culture & Recreation (4520) - TA Ambrose stated she had emailed Coordinator Lonergan the Board's budget questions. *Line item 115* - Coordinator Lonergan explained that her staff works during the day and for the Before & After School program, so she has moved the funds where they should be and there is a difference of \$160 dollars. Selectman North stated the Assistant to the Coordinator is a new position. Coordinator Lonergan explained that starting January 1st, her position will not no longer be exempt

comment portion of the hearing at 6:18 p.m. and announced that this would remain open until 7 p.m. Chair Olmstead made a **motion** that the Town of Sanbornton's Board of Selectmen, in a majority vote, accept the terms of the Emergency Management Performance Grant (EMPG) as presented in the amount of \$30,741 dollars for the purchase of an emergency management trailer, traffic control equipment and an emergency message board. Furthermore, the Board acknowledges that the total cost of this project will be \$61,482 dollars, in which the Town will be responsible for a 50% match (\$30,741 dollars consisting of in-kind match from previously emergency - related equipment). Selectman Ober **seconded** the motion and the **motion passed unanimously**. The Board signed the grant paperwork and TC/TC Davis notarized them.

5.5 Pay Matrix - Selectman Ober made a **motion** to approve the pay matrix with a 1.5% cost of living adjustment and for today's date to be added. Chair Olmstead **seconded** the motion and the **motion passed unanimously**.

5.6 Shooting Range on Poplar Road - Complaint - A complaint was received about people shooting at the old shooting range. Chief Hankard is going to check on the cost to purchase signs. TA Ambrose to check with Attorney Boldt on where this stands.

6.0 Other Business

6.1 Job Description Reviews - Municipal Assessor, Selectman North explained the new description was created with AA Jutton and has all of his current responsibilities included. Selectman North noted the Revaluation section of the budget needs to be changes to the Assessing department. Chair Olmstead made a **motion** to approve the Municipal Assessor job description. Selectman Ober **seconded** the motion and the **motion passed unanimously**. TA Ambrose to adjust the organizational chart. Deputy Health Officer, Selectman North made a **motion** to approve the Deputy Health Officer's job description, by referencing RSA 128:6 a and RSA 128:7. Chair Olmstead **seconded** the motion and the **motion passed unanimously**.

6.2 Thornton & Associates - Selectman Ober made a **motion** to take the funds from 4196.000 with the overage to come from 4155.800. Selectman North **seconded** the motion and the **motion passed unanimously**.

6.3 Alternate Library Trustee - Chair Olmstead abstained from voting. Selectman Ober made a **motion** to appoint Grita Olmstead as an Alternate Library Trustees until 2017. Selectman North **seconded** the motion and the **motion passed unanimously**.

6.4 BOS Operational Guidelines & Handbook - Selectman North offered to combine the code of ethics from the handbook and the code of conduct from the personnel policy.

7.0 Selectmen's Reports

7.1 Update on the work of the Capital Improvements Program Committee - Selectman North provided an update.

7.2 Meeting date & time changes - Selectman North expressed concern with the regulary scheduled dates and meeting times being changed to suit one member, plus the Town Administrator's schedule was not considered and winter is almost here. The Selectmen authorized TA Ambrose to adjust her schedule as needed to attend nightly meetings. This issue will also be addressed on the back of the Town Report.

8.0 Authorize Payroll & the Accounts Payable Register - The BOS reviewed & signed the payroll and the accounts payable registers, a copy was made available for public inspection.



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.

<i>Participating Member:</i>	<i>Member Number:</i>	<i>Company Affording Coverage:</i>
Primex ³ Members as per attached Schedule of Members Property & Liability Program		NH Public Risk Management Exchange - Primex ³ 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	
X	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2016	7/1/2017	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: 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 coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
			By: <i>Tammy Decker</i>
NH Dept of Safety Hazen Dr. Concord, NH 03301			Date: 7/8/2016 tdenver@nhprimex.org
			Please direct inquires to: Primex ³ Risk Management Services 603-225-2841 phone 603-228-0650 fax

Town of Madbury	229
Town of Marlborough	232
Town of Marlow	233
Town of Mason	234
Town of Merrimack	236
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 Nelson	244
Town of New Boston	246
Town of New Castle	248
Town of New Durham	249
Town of New Hampton	251
Town of New Ipswich	253
Town of New London	254
Town of Newbury	247
Town of Newington	252
Town of Newmarket	255
Town of Newport	256
Town of Newton	257
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 Pittsfield	271
Town of Plainfield	272
Town of Plaistow	273
Town of Plymouth	274
Town of Randolph	276
Town of Raymond	277
Town of Richmond	278
Town of Rollinsford	281
Town of Roxbury	282
Town of Rumney	283
Town of Salem	285
Town of Salisbury	286
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 South Hampton	294
Town of Springfield	295
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
Town of Sullivan	303
Town of Sunapee	304



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.

<i>Participating Member:</i>	<i>Member Number:</i>	<i>Company Affording Coverage:</i>
Primex ³ Members as per attached Schedule of Members Workers Compensation Program		NH Public Risk Management Exchange - Primex ³ 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	
<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	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> Statutory Each Accident \$2,000,000 Disease – Each Employee \$2,000,000 Disease – Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
			By: <i>Tammy Denver</i>
NH Dept of Safety Hazen Dr. Concord, NH 03301			Date: 12/31/2015 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Risk Management Services 603-225-2841 phone 603-228-0650 fax

Town of Pittsburg	270
Town of Plainfield	272
Town of Plaistow	273
Town of Plymouth	274
Town of Raymond	277
Town of Rindge	279
Town of Roxbury	282
Town of Rumney	283
Town of Rye	284
Town of Salem	285
Town of Salisbury	286
→Town of Sanbornton ←	287
Town of Sandown	288
Town of Sandwich	289
Town of Seabrook	290
Town of Shelburne	292
Town of South Hampton	294
Town of Strafford	299
Town of Stratford	300
Town of Stratham	301
Town of Sullivan	303
Town of Sunapee	304
Town of Surry	305
Town of Tamworth	308
Town of Temple	309
Town of Thornton	320
Town of Tuftonboro	313
Town of Unity	314
Town of Wakefield	315
Town of Warren	318
Town of Washington	319
Town of Waterville Valley	518
Town of Weare	321
Town of Webster	322
Town of Westmoreland	324
Town of Whitefield	325
Town of Wilmot	326
Town of Wilton	327
Town of Windham	329
Town of Windsor	323
Town of Wolfeboro	331
Town of Woodstock	332
Village District of Eidelweiss	502
Warner Village Water District	513
Woodsville Fire District	515
Woodsville Water & Light	516