

State of New Hampshire

DEPARTMENT OF SAFETY OFFICE OF THE COMMISSIONER

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

JOHN J. BARTHELMES COMMISSIONER

September 10, 2018

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 Newton (VC#177451-B002) for the purchase and installation of equipment to support the community's Emergency Operations Center (EOC) for a total amount of \$35,527.00. Effective upon Governor and Council approval through September 30, 2019. Funding source: 100% Federal Funds.

Funding is available in the SFY 2019 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 2017

\$35,527.00

Explanation .

The purpose of this grant is for the Town of Newton to purchase and install security cameras and monitors, laptops, a television, a whiteboard, mounting equipment, and associated wiring for their local Emergency Operations Center. The grant listed above is funded from the FFY 2017 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 Commissioner of Safety The State of New Hampshire and the Subrecipient hereby Mutually agree as follows: **GENERAL PROVISIONS**

1	Identification	and	Defin	nitions
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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 Newton (VC#I	1.3. Subrecipient Name Town of Newton (VC#177451-B002)		1.4. Subrecipient Tel. #/Address 603-382-4405 2 Town Hall Road, Newton, NH 03858			
1.5 Effective Date G&C Approval	1.6. Account Number AU #80920000	1.7. Completion Date September 30, 2019	1.8. Grant Limitation \$35,527.00			
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 Signat	1.11. Subrecipient Signature 1		1.12. Name & Thitle of Subrecipient Signor 1 Robert Domer Clair			
Sub/ediplent/Share/fire2	<u> </u>	Name & Title of Subrece	intent Signor 2			
Subreed Stent Statute &		Name & Mile of Subres	रे ज्वाचार शिक्रावार			
1.13. Acknowledgment: State of New Hampshire, County of Rocking ham, on whose name is signed in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and the showledged that he/she executed this document in the capacity indicated in block 1.12.						
Seals Mary Rublicor Justice of the React Normy J. Wuxley 03/13/2020						
1513.2. None & Wille of Notary Public of Justic State React Commission Explication His Will and Administrator						
HOLEN Signe Agency Sign	uture(s) On: 2/12/18	1.15. Name & Title of Steven R. Lavoie, Direct				
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: Assistant Attorney General, On: 9/2/200						
By: Assistant Attorney General, On: 9/2/200						
By:		On: /	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: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").

- 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 9.3. 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 9.4. 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:
- 5.1. PAYMENT,
 - The Grant Amount is identified and more particularly described in EXHIBIT
- 5.2. B. attached hereto.
- 5.3. The manner of, and schedule of payment shall be as set forth in EXHIBIT B. 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
- 5.4. 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, 11. and the complete, compensation to the Subrecipient for the Project. The State 11.1.
- 5.5. shall have no liabilities to the Subrecipient other than the Grant Amount. Notwithstanding anything in this Agreement to the contrary, and 11.1.1 notwithstanding unexpected circumstances, in no event shall the total of all 11.1.2 payments authorized, or actually made, hereunder exceed the Grant limitation 11.1.3
- set forth in block 1.8 of these general provisions.
 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.
- 7.1. RECORDS and ACCOUNTS.
 - 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 11.2.2 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.
 - 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
- 8.1. PERSONNEL.

7.2.

- The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in 12.2. the Project shall be qualified to perform such Project, and shall be properly
- 8.2. licensed and authorized to perform such Project under all applicable laws.

 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.
- 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 12.4.

 Grant Officer, and his/her decision on any dispute, shall be final.
- 9.1. DATA: RETENTION OF DATA: ACCESS.
 - As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or 13. 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.
- 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, 9.5. whichever shall first occur.
 - 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.
 - 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 11.1.1 Default"):
- 11.1.2 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.3 Failure to submit any report required hereunder; or
- 11.1.4 Failure to maintain, or permit access to, the records required hereunder, or
- 11.2. Failure to perform any of the other covenants and conditions of this Agreement. Upon the occurrence of any Event of Default, the State may take any one, or
- 11.2.1 more, or all, of the following actions:

 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
- 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 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 11.2.3 determines that the Subrecipient has cured the Event of Default shall never be
- paid to the Subrecipient; and

 11.2.4 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 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
- 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.
 - 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.
- S. <u>CONFLICT OF INTEREST</u>. 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

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- 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 18. 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.
- ASSIGNMENT AND SUBCONTRACTS. The Subrecipient shall not assign, 19. 15 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 21. 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 22. agreement.
- INSURANCE AND BOND. 17.
- 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
- 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

- approval of the undertaking or carrying out of such Project, shall participate in 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.
 - WAJVER 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. 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.
 - 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.
 - CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
 - 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.
 - 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.
 - SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

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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 Newton (hereinafter referred to as "the Subrecipient") \$35,527.00 for the purchase and installation of security cameras and monitors, laptops, tables, chairs, a television, a whiteboard, mounting equipment and associated cabling for their local Emergency Operations Center.
- 2. "The Subrecipient" agrees that the project grant period ends September 30, 2019 and that a final performance and expenditure report will be sent to "the State" by October 31, 2019.
- 3. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
- 4. "The Subrecipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 50% cost share required by this grant.

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EXHIBIT B

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Applicant	Grant	Cost Totals	
	Share	(Federal Funds)		
Project Cost	\$35,527.00	\$ 35,527.00	\$71,054.00	
	Project Cost is 50%	Federal Funds, 50% Applic	ant Share	
Awarding Agency:	Federal Emergency M	fanagement Agency (FEMA	A)	
Award Title & #: I	Emergency Manageme	nt Performance Grant (EMI	PG) EMB-2017-00005-S01	
Catalog of Federal	Domestic Assistance	(CFDA) Number: 97.042	(EMPG)	
Applicant's Data U	Jniversal Numbering	System (DUNS): 047270'	764	

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$35,527.00.
- b. "The State" shall reimburse up to \$35,527.00 to "the Subrecipient" upon "the State" receiving a reimbursement request with match documentation and appropriate backup documentation (i.e., copies of invoices, copies of canceled checks, and/or copies of accounting statements).

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EXHIBIT C

Special Provisions

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

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

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Office of the Board of Selectmen 2 Town Hall Road, Newton, NH 03858 Tel: 382-4405 Option 5 Fax 382-9140

www.newton-nh.gov

NEWTON BOARD OF SELECTMEN

DATE: TUESDAY, September 4, 2018

TIME: 6:00PM

LOCATION: NEWTON TOWN HALL, 2 TOWN HALL ROAD

PUBLIC MEETING MINUTES

I. Call to Order

Vice-Chairman Gonyer called the meeting to order at 6:00pm. In attendance were Selectmen Lisa L. Gonyer, Vice-Chairman, Lawrence B. Foote, James L. Doggett, Nancy J. Wrigley, Town Administrator and Diane M. Morin, Selectmen's Secretary. The public meeting was audio and video taped; the public meeting minutes were transcribed and typed by Diane M. Morin. Excused this evening were Selectmen Robert S. Donovan Jr., Chairman, and Matthew A. Burrill

II. Approval of Minutes

Selectmen's non-public and public meeting minutes dated August 21, 2018 Selectman Doggett moved to accept the non-public and public meeting minutes dated August 21, 2018 as written. Seconded by Selectman Foote with a unanimous vote.

III. Scheduled Business

A. New Fire/Rescue Station

a. Project Update

Construction Manager (CM) Pivero from Eastern Seaboard Concrete Construction addressed the Board. CM Pivero stated that the new Fire/Rescue Station is on schedule and should be ready to turn over to the Board on September 18, 2018.

b. Programing door controllers – Train 3rd person

Secretary Morin stated that Fire Chief Alcaidinho spoke with her about having a 3rd person trained on programing the door controllers at the new Fire/Rescue Station. She stated that she would volunteer to learn the system as she has prior experience programing door controllers.

Selectman Doggett stated that Police Chief Jewett currently programs the doors at Town buildings and maybe he should be the one to be trained.

Upon further discussion the Board will leave the decision up to Chief Alcaidinho.

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c. 2018 Emergency Management Performance Grant

Selectman Foote explained that the Federal grant will be used to purchase security cameras and monitors, laptops, tables, chairs, a television, a whiteboard, mounting equipment and associated cabling for the new Fire/Rescue Station. The grant is a 50/50 match and the Town's portion will be \$35,527.00. The total projected cost is \$71,054.00.

The Town of Newton's Board of Selectmen, in a majority vote, accepted the terms of the Emergency Management Performance Grant as presented in the amount of \$35,527.00 for the purchase and installation of security cameras and monitors, laptops, tables, chairs, a television, a whiteboard, mounting equipment and associated cabling at the Town's Emergency Operations Center. Furthermore, the Board acknowledges that the total cost of this project will be \$71,054.00, in which the town will be responsible for 50% match (\$35,527.00).

B. Construction Manager request to address Board

Construction Manager Pivero would like to have the full Board present and requested to table this item until the next meeting when the full Board is present.

C. NH DOT – Rowes Corner intersection project

Representatives from the New Hampshire Department of Transportation (DOT), Mr. Don Lyford, Project Manager and Mr. Toby Reynolds, Chief of Roadway Section, addressed the Board with 3 proposals for road improvements for Rowes Corner where route 108, Maple Avenue and Amesbury Road intersect.

Mr. Lyford explained that the State is in the beginning process of requesting feedback from the Town on how to improve the intersection.

Mr. Reynolds reviewed the 3 preliminary options the State DOT is proposing. Proposal one would have the realignment of Maple Avenue turning onto Amesbury Road. The DOT has concerns with this proposal with trucks being able to navigate the corners. The second proposal would utilize stops signs on all approaches. The DOT concerns with this proposal is the distance between the stop signs and the intersection. This proposal could be refined to adjust for the distance. The third proposal would be a one lane rotary. This proposal functions well but requires more land usage and cost more.

Selectman Gonyer asked if there were other rotary's in NH that are about the size of this proposal. Mr. Reynolds stated that there is one in Rye and Durham that are about the same size proposed.

Town Administrator Wrigley on behalf of Selectman Donovan asked if a 2-way stop would work. The stop signs would be on route 108 heading north and Maple Avenue. Mr. Reynolds stated that it is a possibility.

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CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, Including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

Participating Member:	Member Number:	~	mpany Affording Coverage:		
Primex3 Members as per attached Schedule of Members & Liability Program	bers	Bo 46	H Public Risk Management Exchange - Primex ³ ow Brook Place i Donovan Street oncord, NH 03301-2624		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)			
X General Liability (Occurrence Form)	1/1/2018	1/1/2019	Each Occurrence \$ 5,000,000		
Professional Liability (describe)			General Aggregate \$ 5,000,000		
☐ Claims ☐ Occurrence Made ☐ Occurrence			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' Liabil	ity		Statutory		
			Each Accident		
			Disease Each Employee		
			Disease — Policy Limit		
Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)		
Description: Proof of Primex Member coverage only.					
CERTIFICATE HOLDER: Additional Covered F	Party Loss P	avee Dr	Imex ³ – NH Public Risk Management Exchange		
Additional totaled	LU88 F		-		
		By	: Tammy Demon		
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			te: 12/21/2017 tdenver@nhprimex.org		
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax		

T	400
Town of Hill	199
Town of Hellis	200
Town of Hollis	203
Town of Jackson	207
Town of Litchfield	222
Town of Loudon	225
Town of Madbury	229
Town of Madison	230
Town of Marlborough	232
Town of Meredith	235
Town of Middleton	237
Town of Mont Vernon	242
Town of Moultonborough	243
Town of New Boston	246
Town of New Ipswich	253
Town of Newfields	250
Town of Newington	252
Town of Newton	257
Town of Pembroke	267
Town of Pittsfield	271
Town of Plaistow	273
Town of Rindge	279
Town of Rollinsford	281
Town of Rye	284
Town of Salisbury	286
Town of South Hampton	294
Town of Springfield	295
Town of Stratham	301
Town of Sullivan	303
Town of Sunapee	304
Town of Swanzey	307
Town of Temple	309
Town of Tilton	311
Town of Troy	312
Town of Tuftonboro	313
Town of Wakefield	315
Town of Walpole	316
Town of Warner	317
Town of Waterville Valley	518
Town of Weare	321
Town of Webster	322
Town of Westmoreland	324
Town of Wilton	327
Town of Windsor	323
Town of Woodstock	332
Woodsville Water & Light Department	516

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

	<u> </u>	_			
Participating Member:	Member Number:	mber Number: Comp		any Affording Coverage:	
Primex3 Members as per attached Schedule of Men Workers' Compensation Program	nbers		NH Public Risk Management Exchange - Prir Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		xchange - Primex ³
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration (mm/dd/y		Limits - NH Statutory Limits	May Apply, If Not:
General Liability (Occurrence Form)				Each Occurrence	
Professional Liability (describe)				General Aggregate	
Claims Occurrence				Fire Damage (Any one fire)	
				Med Exp (Any one person)	•
Automobile Liability Deductible Comp and Coll: Any auto				Combined Single Limit (Each Accident) Aggregate	
X Workers' Compensation & Employers' Liab	ility 1/1/2018	1/1/201	19	X Statutory	\$2,000,000
	17 17 20 10	171,20		Each Accident	\$2,000,000
				Disease — Each Employee	
	ļ			Disease Policy Limit	
Property (Special Risk includes Fire and Theft)				Blanket Limit, Replacement Cost (unless otherwise stated)	r
Description: Proof of Primex Member coverage only.					
CERTIFICATE HOLDER: Additional Covered	Party Loss F	Payee	Prim	ex³ ~ NH Public Risk Manage	ement Exchange
	<u> </u>	<u></u>	By:	Tammy Domer	
NH Dept of Safety			Date: 12/21/2017 tdenver@nhprimex.org		
33 Hazen Dr. Concord, NH 03301			Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax		

Town of Mont Vernon	242
Town of Moultonborough	243
Town of Nelson	244
Town of New Boston	246
Town of New Ipswich	253
Town of Newfields	250
Town of Newington	252
Town of Newport	256
Town of Newton	257
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 Pembroke	267
Town of Pittsburg	270
Town of Pittsfield	271
Town of Plainfield	272
Town of Plaistow	273
Town of Plymouth	274
Town of Raymond	277
Town of Rindge	279
Town of Rollinsford	281
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	295
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 Swanzey	307
Town of Tamworth	308
Town of Temple	309
Town of Thornton	320
Town of Tilton	311
Town of Troy	312
Town of Tuftonboro	313
Town of Unity	314
Town of Wakefield	315
Town of Walpole	316
Town of Warner	317
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
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