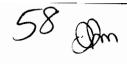
AUGUSTS # 11 15 14





JOHN J. BARTHELMES COMMISSIONER

# State of New Hampshire

# DEPARTMENT OF SAFETY OFFICE OF THE COMMISSIONER

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

July 26, 2016

Her Excellency, Governor Margaret Wood Hassan 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 Amherst (VC#177351-B002) for the purchase and installation of communications equipment that will convert three (3) existing radio sites to fixed repeaters for a total amount of \$48,879.00. 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

\$48,879.00

#### **Explanation**

The project funded by this grant includes converting three (3) existing radio sites to fixed repeaters. The Amherst Public Safety Radio System covers the mission critical areas of police, fire, emergency medical services (EMS), and emergency management. With the current radio system, users must rely on the dispatcher to relay information from one unit to another if they are not within radio range of each other, thereby increasing the potential for relaying misinterpreted information during an emergency situation. By converting to a repeater system, every radio user would be able to hear and communicate directly with all three (3) sites, enhancing how emergency operations are currently carried out. The grant listed above is funded from the FFY'15 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

TDD ACCESS: RELAY NH 1-800-735-2964

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

1. Identification and Defir	ittions.					
1.1. State Agency Name		1.2. State Agency Address 33 Hazen Drive				
NH Department of Safety, Homeland Security and Emergency Management		Concord, NH 03305				
1.3. Subrecipient Name		1.4. Subrecipient Tel. #/Address 603-673-6041				
Town of Amherst (VC	C#17/351-B002)	PO Box 960 Amhers	t, NH 03031			
1.5 Effective Date G&C Approval	1.6. Account Number AU #80920000	1.7. Completion Date September 30, 2017 1.8. Grant Limitati \$48,879.00				
1.9. Grant Officer for S Cindy Richard, EMP		1.10. State Agency Telephone Number (603) 223-3627				
"By signing this form we cer grant, in filding if applicable		th any public meeting requiren	nent for acceptance of this			
1.11. Subrecipient Sign	ature 1		1.12. Name & Title of Subrecipient Signor 1			
1 Th hy		PETER LYON - S				
Subreciplent Signature	<del>2</del> C	Name & Title of Subrecipient Signor 2 Reel raw cost to - Selectuan				
Subrecipient Signature	2					
Subrecipient Signature	3	Name & Title of Subrecipient Signor 3 Note Seysen - Select man				
1.13. Acknowledgment: State of New Hampshire, County of HILDOVAYA, on 5/26/						
known to me (or satisfactorily proven) to be the person whose name is signed imblected, 11., and acknowledged that he/she executed this document in the capacity indicated the capacity						
1.13.1. Signature of No (Seal)	tary Rublic or Justice of	thre Peace	COMMISSION EXPIRES			
1.13.2. Name & Title of Novary Public or Justice of the Peace						
1.14. State Agency Sig		1.15. Name & Title of State Agenty (Nors)				
By: On: 7/13/16 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: 7076016						
1.17. Approval by Governor and Council (if applicable)						
By:		On:	/			
2 SCORE OF WORK.	In exchange for grant t	funda musuidad bu tha Cta	to of Now Hampshire			

2. <u>SCOPE OF WORK</u>: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:36, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

Subrecipient Initials: 1.) Date: 5/26/2016 Page 1 of 6

- 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 9.3. State Agency as shown in block 1.14 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports 9.4 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.
- 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 11.1.2 these general provisions. 11.1.3
- COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In 11.1.4 connection with the performance of the Project, the Subrecipient shall comply 11.2. with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the 11.2.1 Subrecipient, including the acquisition of any and all necessary permits.
- 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, 11.2.2 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
- 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 12.2. 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 12.3. relationship with the State, or who is a State officer or employee, elected or 8.3. 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 Grant Officer, and his/her decision on any dispute, shall be final.
- 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, 13. formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

Subrecipient Initials: 1.)

- 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.
  - No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 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.
- 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.
- O. 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.
- 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"):
- 11.1.2 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.3 Failure to submit any report required hereunder; or
  - 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 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)
- 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.
- 2.2. 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.
- 2.3. 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.
- 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

M Date: 5/04/0010

approval of the undertaking or carrying out of such Project, shall participate in 17.2. 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.

- 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. 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.

14

- 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
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 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

- 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.
- 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. 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.
- 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.
- SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Date: 5 /26/2016

#### **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 Amherst (hereinafter referred to as "the Subrecipient") \$48,879.00 for the purchase and installation of communications equipment that will convert three (3) existing radio sites to fixed repeaters.
- 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: Slavlak

Page 4 of 6

### **EXHIBIT B**

### Grant Amount and Method of Payment

#### 1. GRANT AMOUNT

	Applicant Share	Grant (Federal Funds)	Cost Totals	
Project Cost	\$48,879.00	\$48,879.00	\$97,758.00	
Awarding Agency: Fed	leral Emergency Manager			
Award Title & #: Eme	rgency Management Perfo	orniance Grant (EMPG) EMV	V-2015-EP-00067	
Catalog of Federal Do	mestic Assistance (CFDA	A) Number: 97.042 (EMPG)		
Applicant's Data Univ	ersal Numbering Systen	(DUNS): 073972606		

#### 2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$48,879.00.
- b. "The State" shall reimburse up to \$48,879.00 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".

ubrecipient Initials: 1.)

2.)

3.)

Date: 5/36/36/6

Page 5 of 6

#### 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.

Subrecipient Initials: 1.)

2.)

2.)

Date: 5/26/2010

Page 6 of 6



# Town of Amherst, NH BOARD OF SELECTMEN AGENDA

# Amended

# Barbara Landry Meeting Room 2 Main Street

# **MONDAY, MAY 23, 2016**

# 6:00 PM

2.       Non-Public Session, RSA 91-A:3 (b)       6:00 PM         3.       Pledge of Allegiance       6:30 PM         4.       PUBLIC HEARING, RSA41:14-a	1.		Call to Order	6:00 PM
1.	2.		Non-Public Session, RSA 91-A:3 (b)	6:00 PM
Courthouse Road Property Acquisition - 2 <sup>nd</sup> Hearing PUBLIC HEARING, RSA41:14-a Ponemah Road Property Acquisition - 2 <sup>nd</sup> Hearing PUBLIC HEARING, RSA 41:14-b Revised OHRV Ordinance - 2 <sup>nd</sup> Hearing  5. Lions Club Presentation 6. Updates 7:30 PM 6. Updates 6.1 Quarterly Reports: Library, Recreation, Fire Rescue 6.2 Finance Software 6.3 Stornwater 6.4 Matrix/DPW Recommendations 7. Board Goals Review 8:00 PM 8. Town Administrator 8:15 PM 8.1 Art. 31 Conservation Land 8.2 EMPG Grant Update 8.3 Fireworks Permit 8.4 Hawkers & Vendors Applications 37 <sup>d</sup> Grade History Week 8.5 37 <sup>d</sup> Grade History Week 8.6 ASB/Recreation 9. Approvals 9.1 Tax Collector - 2015 Tax Liens 9.2 Tax Collector - Septic Warrants 9.3 Assessing - Elderly Exemption 9.4 Assessing - Vield Tax Levy 9.5 Assessing - Gravel Excavation Tax Levy/Tax Warrant 9.6 Assessing - Gravel Excavation Tax Levy/Tax Warrant 9.7 Payroll Manifest 9.8 Accounts Payable Manifests 9.9 Previous Meeting Minutes: May 9, 2016 Public Session May 9, 2016, May 10, 2016 Non-Public 10. New/Old Business 8:45 PM 10.1 Internet Connectivity Committee Charter	3.			6:30 PM
Courthouse Road Property Acquisition - 2 <sup>nd</sup> Hearing PUBLIC HEARING, RSA41:14-a Ponemah Road Property Acquisition - 2 <sup>nd</sup> Hearing PUBLIC HEARING, RSA 41:14-b Revised OHRV Ordinance - 2 <sup>nd</sup> Hearing  5. Lions Club Presentation 6. Updates 7:30 PM 6. Updates 6.1 Quarterly Reports: Library, Recreation, Fire Rescue 6.2 Finance Software 6.3 Stornwater 6.4 Matrix/DPW Recommendations 7. Board Goals Review 8:00 PM 8. Town Administrator 8:15 PM 8.1 Art. 31 Conservation Land 8.2 EMPG Grant Update 8.3 Fireworks Permit 8.4 Hawkers & Vendors Applications 37 <sup>d</sup> Grade History Week 8.5 37 <sup>d</sup> Grade History Week 8.6 ASB/Recreation 9. Approvals 9.1 Tax Collector - 2015 Tax Liens 9.2 Tax Collector - Septic Warrants 9.3 Assessing - Elderly Exemption 9.4 Assessing - Vield Tax Levy 9.5 Assessing - Gravel Excavation Tax Levy/Tax Warrant 9.6 Assessing - Gravel Excavation Tax Levy/Tax Warrant 9.7 Payroll Manifest 9.8 Accounts Payable Manifests 9.9 Previous Meeting Minutes: May 9, 2016 Public Session May 9, 2016, May 10, 2016 Non-Public 10. New/Old Business 8:45 PM 10.1 Internet Connectivity Committee Charter	4.		PUBLIC HEARING, RSA41:14-a	6:30 PM
PUBLIC HEARING, RSA41:14-a   Ponemah Road Property Acquisition - 2nd Hearing   PUBLIC HEARING, RSA 41:14-b   Revised OHRV Ordinance - 2nd Hearing   7:00 PM			Courthouse Road Property Acquisition - 2nd Hearing	
PUBLIC HEARING, RSA 41:14-b   Revised OHRV Ordinance - 2nd Hearing   7:00 PM			PUBLIC HEARING, RSA41:14-a	
PUBLIC HEARING, RSA 41:14-b   Revised OHRV Ordinance - 2nd Hearing   7:00 PM			Ponemah Road Property Acquisition - 2nd Hearing	
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6.1 Quarterly Reports: Library, Recreation, Fire Rescue 6.2 Finance Software 6.3 Stormwater 6.4 Matrix/DPW Recommendations  7. Board Goals Review 8:00 PM 8. Town Administrator 8:15 PM 8.1 Art. 31 Conservation Land 8.2 EMPG Grant Update 8.3 Fireworks Permit 8.4 Hawkers & Vendors Applications 8.5 3 <sup>rd</sup> Grade History Week 8.6 ASB/Recreation  9. Approvals 8:30 PM 9.1 Tax Collector - 2015 Tax Liens 9.2 Tax Collector - Septic Warrants 9.3 Assessing - Elderly Exemption 9.4 Assessing - Gravel Excavation Tax Levy/Tax Warrant 9.6 Assessing - Gravel Excavation Tax Levy/Tax Warrant 9.7 Payroll Manifest 9.8 Accounts Payable Manifests 9.9 Previous Meeting Minutes: May 9, 2016 Public Session May 9, 2016, May 10, 2016 Non-Public  10. New/Old Business 8:45 PM 10.1 Internet Connectivity Committee Charter	5.		Lions Club Presentation	7:00 PM
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Adjournment		10.1	Adjournment	

**NEXT MEETING: JUNE 13, 2016** 

<u>Fire Rescue:</u> A copy of Fire Chief Matt Conley's quarterly report is included at the end of these minutes. Highlights include:

• Calls for service total 363: 239 EMS and 124 Fire

- The report included a breakdown of various education and training programs completed or nearly completed by staff
- Fire Prevention breakouts: 84 inspections and plan reviews; 29 permits issued; 12 fire drills; 20 information/consults provided; 10 car seats

Chief Conley also listed a number of projects and events undertaken by his department. Vice Chairman Panasiti asked about renovating the 2<sup>nd</sup> floor. Chief Conley said the spees provided were not "what we needed". He responded to a number of questions from the Board about the ambulance service. Chairman Brew asked that the Chief develop a schedule for getting the second floor completed. Chief Conley will provide a schedule at the Board's next meeting.

Chairman Brew moved up consideration of Agenda Item 8.2 EMPG Grant Update. Fire Chief Conley, joined by AFR Deputy Chief Brady and Police Chief, Mark Reams, sought the Board's acceptance of an Emergency Management Performance Grant (EMPG) to convert the police and fire radio systems to a fixed repeater system. Brady explained that the current radio network is simplex which means someone using a radio can only be heard by other users that are within the broadcast area of that radio. With this conversion, Amherst Police and Fire Rescue will be able to communicate from unit to unit without the need to have dispatch relay. The entire project is \$97,758.81 with 50 percent, or \$48,879.00, being covered with grant funds. The grant agreement must be signed by the majority of Board members before it will be reviewed by the Governor & Council (G&C) for final approval and then the project can begin. Deputy Chief Brady expects it to come before G&C at its July meeting. Chief Reams noted what a "great job" Deputy Chief Brady has done on the project.



Selectman Jensen moved, second by Vice Chairman Panasiti, to accept the EMPG grant in the amount of \$48,879. Motion passed unanimously, 5-0. Selectman Lyon moved, second by Selectman Jensen, to authorize the withdrawal of \$48,879.81 from the Communications Capital Reserve Funds. Motion passed unanimously, 5-0.



## 6.2 Finance Software

Finance Director, Lisa Ambrosio, stated that there have not been any changed made to the schedule she provided about a month ago. She reminded the Board that she still did not have a date for the tax implementation phase and the employee self-service portal has been postponed until sometime towards the end of the fiscal year. Director Ambrosio said that training continues on other portions of the HR module. Mary Guild is in training this week learning about the open enrollment – benefit selection web interface. Director Ambrosio reported that Springbrook offered a week of additional onsite training with their project manager and town will only be required to cover the trainer's travel time. She said she will review any final adjustments needed for payroll and provide for direct time to review the core financial implementation. Director Ambrosio said that progress continues towards finalizing the first two phases of this four phase implementation plan excluding tax. Selectman Jensen asked if the program is providing the functionality expected and how much has been spent to date that was budgeted for this software update. Director Ambrosio said the program definitely provides greater functionality and will provide a cost breakdown at the next Board meeting.



#### 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 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.

Participating Member Me	mber Number:		Comp	any Affording Coverage:		
Primex <sup>3</sup> Members as per attached Schedule of Members Property & Liability Program			NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624			
Type of Coverage Effective Date Expl. (mm/dd/yyyy) (mm		Expiration (mm/dd/y	n Date			
X General Liability (Occurrence Form) Professional Liability (describe)  Claims Occurrence Made	7/1/2016	7/1/201		Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)	\$ 5,000,000 \$ 5,000,000	
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 P	avee	Prime	x³ – NH Public Risk Manage	ment Exchange	
NH Dept of Safety	1		By: Date:	7амму <i>Dewe</i> r 7/8/2016 tdenver@nhpr	rimex.org	
Hazen Dr. Concord, NH 03301				Please direct inquire Primex <sup>3</sup> Risk Manageme 603-225-2841 pho 603-228-0650 fa	nt Services one	

Shaker Regional School District	757
Somersworth School District	784
Souhegan Cooperative School District	778
Souhegan Regional Landfill District	590
South Hampton School District	844
Southeastern New Hampshire Hazmat Mutual Aid	583
Southeastern New Hampshire Hazmat Mutual Aid	583
Southern NH Special Operations Unit	595
Southwest New Hampshire District Fire Mutual Aid	538
Stark School District	831
Stoddard School District	854
Strafford Regional Planning Commission	562
Strafford School District	944
Stratford School District	832
Stratham School District	821
Strong Foundations Charter School	1213
Sullivan County	606
Sullivan School District	606
Sunapee School District	955
Surry School District	965
Swains Lake Village District	552
Tamworth School District	836
TEAMS Charter School	1212
Thornton School District	758 567
Tilton Northfield Fire	567 776
Timberlane Regional School District	775
Town of Albana	100 101
Town of Alexandria	102
Town of Allegators	102
Town of Aletand	104
Town of Alstead >Town of Amherst	106
Town of Andover	107
Town of Antrim	108
Town of Atkinson	110
Town of Auburn	111
Town of Barnstead	112
Town of Barrington	113
Town of Bartlett	114
Town of Bath	115
Town of Belmont	117
Town of Bennington	118
Town of Bethlehem	119
Town of Boscawen	122
Town of Bow	123
Town of Bradford	124
Town of Brentwood	125
Town of Brookfield	128
Town of Brookline	129
Town of Campton	130
Town of Canaan	131
Town of Candia	132
Town of Canterbury	133
Town of Carroll	134
Town of Center Harbor	135
Town of Charlestown	136
Town of Chatham	137
Town of Chester	138
Town of Chesterfield	139
Town of Chichester	140
Town of Clarksville	142
Town of Colebrook	143



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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 fiability 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.

Participating Member:		Member Number: Co		Compa	Company Affording Coverage:		
Primex <sup>3</sup> Members as per attached Schedule of Members Workers Compensation Program				NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624			
Coverage	Private Carlo	Effective Date	Expiration	Date :	Limit	eNHStatutory Elmits	May Apply
General Liability (Occurrence Professional Liability (descr	Form)		(886.00)	y y y allegene a		Occurrence	
Claims Made	Оссипенсе					eral Aggregate Damage (Any one	
				<del></del>		Exp (Any one person)	
Automobile Liability Deductible Comp and Coll: Any auto				Combined Single Limit (Each Accident) Aggregate			
X Workers' Compensation & Employers' Liability		7/1/2016	7/1/201	17	Х	Statutory	\$2,000,000
		77 172010	77172017		Each	Accident	\$2,000,000
				ĺ	Disea	ISC — Each Employee	
				Ī	Disea	ISE Policy Limit	
Property (Special Risk includes	s Fire and Theft)					et Limit, Replacement unless otherwise stated)	
Description: Proof of Primex cover	age only.						
CERTIFICATE HOLDER: Ad	ditional Covered Party	Loss F	23/00	Primo	v <sup>3</sup> NII	H Public Risk Manager	ment Exchange
Au Au	unional obvered Faity		ayee	By:		nmy Denver	nent Exchange
NH Dept of Safety				Date:	7/1	1/2016 tdenver@nhp	rimex.org
Hazen Dr. Concord, NH 03301					Pri	Please direct inquire mex <sup>3</sup> Risk Managemen 603-225-2841 pho	nt Services

Stratford School District	832
Stratham School District	821
Strong Foundations Charter School	1213
Sullivan School District	964
Sullivan County	606
Sunapee School District	955
Surry School District	965
•	1212
TEAMS Charter School	758
Thornton School District	
Tilton Northfield Fire	567
Tilton Northfield Water Precinct	585
Timberlane Regional School District	775
own of Amherst	106
Town of Barnstead	112
Town of Center Harbor	135
Town of Charlestown	136
Town of Chatham	137
Town of Chester	138
Town of Danbury	150
Town of Derry	154
Town of Dorchester	155
Town of Dublin	157
Town of Enfield	166
Town of Fitzwilliam	172
Town of Greenfield	186
Town of Greenland	187
Town of Hampton	191
Town of Hanover	194
Town of Haverhill	196
Town of Hebron	197
Town of Hillsborough	200
Town of Hinsdale	201
Town of Holderness	202
Town of Hooksett	204
Town of Hudson	206
Town of Lisbon	221
Town of Londonderry	224
Town of Lyme	227
Town of Madbury	229
Town of Marlborough	232
Town of Marlow	233
Town of Mariow Town of Merrimack	236
Town of New Castle	248
Town of New Castle 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 Newton	257
	259
Town of North Hampton	268
Town of Peterborough	
Town of Piermont	269
Town of Randolph	276
Town of Richmond	278
Town of Rollinsford	281
Town of Sharon	291
Town of Springfield	295
Town of Stark	297
Town of Stewartstown	298
Town of Stoddard	310
Town of Sugar Hill	302
Town of Sutton	306