

CSG



State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

February 28, 2025

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Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Pursuant to RSA 105-D:3, the Department of Safety requests authorization to enter into grant agreement with the Town of Waterville Valley, Department of Safety (VC#154573-B001) for an amount not to exceed \$18,897.00 for the purchase of body-worn and dashboard cameras. Effective upon Governor and Council approval through June 30, 2030. Funding Source: **100% General Funds**

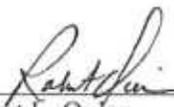
Funding is available in the SFY2025 operating budget as follows.

02-23-23-234010-13840000 Dept. of Safety – Division of State Police – Body & Dash Camera Fund	<u>SFY25</u>
073-500580 Grants-Non-Federal–Grants to Local Gov’t-State 100% General Fund	\$18,897.00

EXPLANATION

The Body-worn and Dashboard Camera Fund was established in RSA 105-D:3 to provide matching grants to local law enforcement agencies to assist with the purchase, maintenance and replacement of body-worn and dashboard cameras and ongoing costs related to the maintenance and storage of data. This fund encourages local law enforcement agencies to implement such technology to improve officer safety and transparency. Awards provide matching funds of up to 50% of the cost, up to a maximum of \$50,000.00 per entity, in accordance with Administrative Rule Saf-C 9700.

Respectfully submitted,

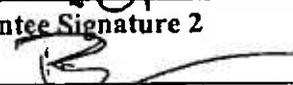
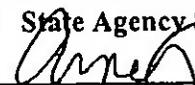
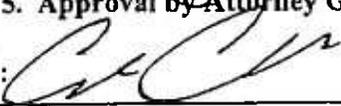


Robert L. Quinn
Commissioner of Safety

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name NH Department of Safety		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Grantee Name Town of Waterville Valley Department of Safety		1.4. Grantee Address 14 TAC Lane Waterville Valley, NH 03215	
1.5 Grantee Phone # (603)-236-4732	1.6.Account Number 10-2340-13840000-500580	1.7. Completion Date June 30, 2030	1.8. Grant Limitation \$18,897.00
1.9. Grant Officer for State Agency Kelly A. Chapman		1.10. State Agency Telephone Number 603-271-7663	
If Grantee is a municipality or village district: "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. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 MARK F. DELOE, TOWN MANAGER	
Grantee Signature 2 		Name & Title of Grantee Signor 2 Patrick Payer Chief of Police	
Grantee Signature 3 		Name & Title of Grantee Signor 3 Stephen Royer - Admin Services Mgr	
1.13 State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Amy L Newbury Director of Admin	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 02/12/2021			
1.16. Approval by Governor and Council (if applicable) By: _____ 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"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee 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 on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), 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 C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, 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 Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee 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 Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee 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 Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee 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 seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee 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, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. **PERSONNEL.**
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee 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 Grantee 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 Grantee 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 Grantee notice of such termination.
11. **EVENT OF DEFAULT; REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee 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 Grantee 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 Grantee notice of termination; and
- 11.2.2 Give the Grantee 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 Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee 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 Grantee 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. 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 Grantee to receive that portion of 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 in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 12.4. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, 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

- 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. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee 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 Grantee 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 Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantee 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 Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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.**
- 17.1 The Grantee 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 workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
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 Grantee.
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 or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT A

SPECIAL PROVISIONS

1. Grant expenses must be incurred and paid prior to June 30, of the year and final date of the local agreement but prior to June 30, 2030.
2. Only expenses approved as outlined in Exhibit A and outlined in Saf-9700 Allowable Costs may be reimbursed. Reimbursement requests shall meet all requirements of Saf-C 9704.02 Administrative Requirements.
3. "The Grantee" shall maintain financial records, supporting documents, and all other pertinent records for a period of 3 years from the grant period end date per Saf-C 9709.01 Recordkeeping.
4. In accordance with Saf-C 9704.01(b), "The Grantee" shall maintain the project for a minimum of up to five (5) years from the official grant award date. Failure to maintain this program will result in the Grantee being required to refund the apportioned amount of the 50% grant reimbursement for any "advanced" funds and/or agrees to forfeit any remaining reimbursements that would have been due if the program were to run the required length.
5. The Grantee acknowledges per Saf-C 9710.01 All grants and records maintained by the Department (the State) shall be public records subject to 91-A.
6. Grant Agreement Revision to Provision 16. INDEMNIFICATION. The Grantee 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 Grantee or Subcontractor, or subgrantee or other agent of the Grantee. *The Grantee's liability herein shall not exceed the amount of \$1,000,000.* 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.

Grantee Initials

MFD

PP

Date

SK

EXHIBIT B

SCOPE OF SERVICES

1. The Department of Safety, (hereinafter referred to as "the State") is awarding the **Town of Waterville Valley Department of Safety** (hereinafter referred to as "the Grantee") up to **\$18,897.00** for the purpose of reimbursement 50% of the costs to equip local law enforcement agencies with body-worn cameras and agency vehicles with dashboard cameras as well as the on-going costs of maintenance and storage of data recorded by body-worn and dashboard cameras.
2. "The Grantee" agrees that the project grant period ends at the date specified in the locally procured agreement for storage not to exceed 5 years and that all expenses approved as part of this agreement for 50% reimbursement must be incurred and paid prior to this date and reimbursement requests submitted to the Department of Safety, Grants Management Bureau, prior to June 30, of the final year of the local agreement. See Exhibit B for Grant Amount and Payment information.
3. Per SAF-C 9704.03 the following is among prohibited uses of grant funds (2) Any expenses incurred prior to or after the grant period identified in award documents, (3) Any expenses incurred under a contract that was in place prior to the grant award on after the grant period.
4. "The Grantee" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements as they may relate to this program and equipment related to such.
5. "The Grantee", is responsible for the implementation of this project at their local level.
6. The grant application as submitted by "the Grantee" is hereby fully incorporated into this grant agreement.

Grantee Initials

MFO

PP

Date

OR

EXHIBIT C

GRANT AMOUNT AND METHOD OF PAYMENT

1. Grant Amount: **\$18,897.00**
2. Payment Schedule
 - a. "The Grantee" agrees that the total payment by "the State" under this grant agreement shall be up to **\$18,897.00**. This reimbursement is in accordance with Saf-C 9707.01.
 - b. "The State" shall reimburse up to **\$18,897.00**. to "the Grantee" upon "the State" receiving appropriate documentation of expended funds submitted and follows:
 - o the grantee will supply invoices,
 - o proof of local payment for eligible costs and,
 - o an official letter requesting reimbursement of 50% of the approved eligible costs.
 - c. Payments made directly to "the Municipality" will be considered payments made to "the Grantee" for the purposes of this grant agreement.

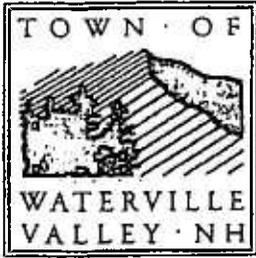
Grantee Initials

MFO

PP

Date

02



Post Office Box 500
Waterville Valley
New Hampshire 03215
(603) 236-4730
(603) 236-2056 FAX

January 31, 2025

To Whom It May Concern

Dear Sir or Ma'am:

This letter is to certify that the Waterville Valley Town Manager, Mark Decoteau, Patrick Payer, Chief of Police, and Stephen Royer, Administrative Services Manager (Finance Officer) are authorized to sign any required paperwork relative to the Body-Worn and Dashboard Camera Grant.

Any questions pertaining to this certification should be directed to the undersigned at ph. (603) 236-4730 or at rrita@watervillevalleynh.gov.

A handwritten signature in cursive script that reads "RRita".

Richard Rita

Chair

Waterville Valley Selectboard

cc:

D. Noyes, Waterville Valley Public Safety Director

P. Payer, Waterville Valley Chief of Police

S. Royer, Waterville Valley Administrative Services Manager

The Town of Waterville Valley prohibits discrimination on the basis of race, color, national origin, sex, sexual orientation, religion, age, disability or family status.

The Town of Waterville Valley is an equal opportunity employer.

**Waterville Valley Select Board
Minutes of Special Board Meeting
Tuesday, January 7, 2025 @ 2:00 PM
Downstairs Meeting Room – Town Offices**

Date: January 7, 2025

Members Present: Richard Rita, Chair; Bob Fries, Vice-Chair; and Wendi Rathgeber, Member.

OTHERS PRESENT: Mark Decoteau (Town Manager), Dave Noyes (Public Safety Director), Dylan Tucker (Wastewater/Water Manager), Megan Boobar (Public Works Director), Patrick Payer (Chief of Police) Steve Royer (Director Admin. Services) and Kristyn Fischev (Executive Assistant).

Call to Order- by Rich Rita Chair of the Board @ 2:00 pm.

Review of Budget Packet- Mark Decoteau (Town Manager)

- 1 Full-time & 1 Part-time employee added to budget.
- Warrant Articles listed by line in budget.
- Community Power moved to Special Warrant Articles
- Revise Wording on Warrant Article for Golden Eagle Parking Lot

Public Works Department- Megan Boobar (Director of Public Works).

- Backhoe age & cost of new one with in-state parts available.
- Discussion of roads, number of roads & budget for 2025 (\$2.3 million)
- Discussion needed at Town Meeting on the cost of new sewer lines for 2026.

Public Safety Department- Patrick Payer (Chief of Police)

- A Grant for \$19,000 already allocated in line items for Police worn body cameras. The Select Board approved the use of such equipment within the Police Department and included a warrant article for \$38,000 in total funding to acquire and implement the equipment.
- Extra Radar box added out of contingency fund (\$3500)

Capital Reserve Fund- Rich Rita (Chair of Select Board)

- The Board had agreed on a CIP tax rate cap of \$1.00/thousand for 2025, but do we want to increase the amount for the Capital Reserve Fund?
- Increase to go towards Municipal line items: windows, shed, lights, also lifts & Town buildings.

- A lump sum created with 3 Warrant Articles (\$125,000 for each in CRF))
- Mark discussed allocating money for the Safety Committee from a contingency fund in the amount of \$10,000.

Mark Decoteau instructed by the Select board to make the changes above @ 3:18 pm.

- Public Hearing for Budget & Bond set for February 5th @ 6pm (Multipurpose Room @ WVES)
- The Selectboard changed the time and place of its Regular Meeting on 5th of February to 5 PM in the Multipurpose Room. 1st Draft of Warrant Articles available Special Meeting of Selectboard Feb 5th.

Patrick Payer (Chief of Police) on Dog Ordinance

- The Selectboard Ordinance on Dog control needs to be updated to reflect RSA: 466
- Patrick will discuss with Mark and decide on best solution for issue.

Town Meeting Warrant Article Review -Mark Decoteau (Town Manager)

- Discussion on Warrant Article to accept Osceola Road as a Town road after turnaround at Rey Lane
- There may be a Petition Warrant Article on discrimination proposed by residents
- New Corcoran Pond Dredging Estimate. Discussion about possible cost-sharing with Tyrell Development.
- The Selectboard asked Mark to set up a meeting with Tyrell for further discussion

Rich Rita Motion go into Non-Public Session @ 3:50 PM

Non-Public Session Begins @ 3:51 PM

The board entered a **non-public session**. RSA 91-A:3, II(d) *Consideration of the acquisition, sale or lease of real or personal property which, if discussed in public, would likely benefit a party or parties whose interests are averse to those of the general community.*

- Motion to enter Non-Public Session 3:51 made by Rich Rita and seconded by Bob Fries. Roll call was taken by Rich Rita (Chair), Wendi Rathgeber (Vice Chair), Bob Fries (Member), Mark Decoteau (Town Manager), Steve Royer (Town Administrator) in attendance. The Board came out of the Non-Public Session at 4:09 pm.
- Upon return to the public session, Rich Rita motioned to seal the minutes, seconded by Wendi Rathgeber, because it was determined that divulgence of this information would adversely affect the reputation of any person other than a member of this Board. A unanimous voice vote passed the motion.

Adjournment

The meeting adjourned 4:0PM

Respectfully Submitted,
Kristyn Fischev, Associate Town Clerk

Town of Waterville Valley, New Hampshire

Department of Public Safety

David C. Noyes

Director of Public Safety/Fire Chief
dnoyes@watervillevalleynh.gov

14 TAC Lane - P.O. Box 500 - Waterville Valley, NH 03215

Administrative 603-236-8809 - Fax 603-236-2056
watervillevalleynh.gov/department-public-safety

Patrick C. Payer

Chief of Police
ppayer@watervillevalleynh.gov

To Whom It May Concern,

We submitted the meeting minutes from the Selectboard meeting on January 7, 2025. During this meeting, the Selectboard unanimously agreed on the use of body-worn cameras. With the Select Board's approval, a warrant article was drafted and presented at the Town Meeting on March 11.

At the Town Meeting, Warrant Article 22 was presented and unanimously approved by residents for the amount of \$38,000. We have also included a copy of the approved Body-Worn Camera Warrant Article for reference.

Thank you



Mark Decoteau
Town Manager

Article 22 – To see if the Town will vote to raise and appropriate the sum of **\$38,000** for the purchase of Body Cameras for the Department of Public Safety. This appropriation is to come from general taxation. The Select Board Recommends Approval by a 3-0 vote. (Majority Vote Required)
(Amount not included in Article 27)



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: Town of Waterville Valley 14 Tac Lane PO Box 500 Waterville Valley, NH 03215	Member Number: 518	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply If Not
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2025	1/1/2026	Each Occurrence \$ 2,000,000
			General Aggregate \$ 10,000,000
			Fire Damage (Any one fire)
			Med Exp (Any one person)
<input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	1/1/2025	1/1/2026	Combined Single Limit (Each Accident) \$ 2,000,000 Aggregate \$ 10,000,000
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> Statutory
			Each Accident \$2,000,000
			Disease - Each Employee \$2,000,000
<input checked="" type="checkbox"/> Property (Special Risk includes Fire and Theft)	1/1/2025	1/1/2026	Blanket Limit, Replacement Cost (unless otherwise stated) Deductible: \$1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
State of New Hampshire Department of Safety 33 Hazen Dr Concord, NH 03305			Date: 2/3/2025 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax