



# State of New Hampshire

### DEPARTMENT OF SAFETY OFFICE OF THE COMMISSIONER

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

JOHN J. BARTHELMES COMMISSIONER

April 18, 2013

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 requests authorization to enter into a grant agreement with the Town of Colebrook (VC# 177375-B002), Colebrook, NH for a total amount of \$204,221.00 for implementation of projects identified through the evaluation of natural hazards. Effective upon Governor and Council approval through December 21, 2015. Funding source: 100% Federal Funds.

Funding is available in the SFY 2013 operating budget as follows:

02-23-23-236010-29200000 072-500574 Grants-Federal – Grants to local Gov't – Federal

Dept. of Safety

**HSEM** 

Hazard Mitigation Grant Program

\$204,221.00

#### Explanation

The Town of Colebrook's objective of the project is to remove an undersized 84 inch wide x 61 inch high corrugated metal, pipe culvert at the Roaring Brook crossing on Roaring Brook Road. The existing culvert will be replaced with a 10 ft wide x 6 ft high natural bottom, precast concrete box culvert. The box culvert will have precast concrete headwalls and wing walls. In addition to the culvert work, the Town proposes to stabilize approximately 200 feet of eroding bank just south of the culvert on the downstream side. The bank will be stabilized with large stone riprap placed on geotextile fabric. Due to the very steep slope, 400 linear feet of guardrail will be installed at the top of the bank on the downstream side of the culvert, along the area of slope stabilization of public safetyThe Hazard Mitigation Grant Program (HMGP) provides funding to states and communities (sub-applicants) for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. FEMA provides HMGP funds to states that, in turn, provide sub-grants or contracts for a variety of mitigation activities, such as planning and the implementation of projects identified through the evaluation of natural hazards. The program cost share is 75% Federal funds and a 25% applicant soft-match. The sub-applicants will provide and document the program match requirements.

The State of New Hampshire solicits applications statewide. Notification of the availability of HMGP funds is made to every community by e-mail and by letters sent to the chief elected official of each community. The State of New Hampshire submits all applications received for program funding to the Federal Emergency Management Agency for their final approval. Applications that are determined to be cost effective and program eligible are then funded by FEMA in full; not every application submitted is determined to be program eligible. However, all applications that are determined to be eligible are funded at the requested dollar amount listed in their application, pending availability of adequate program funding.

There are no General Funds required with this request. In the event that HMGP funds become no longer available, General Funds and/or Highway Funds will not be requested to support this program

Respectfully submitted

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. Identification and Defi					
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. Grantee Name Town of Colebrook		1.4. Grantee Address 17 Bridge Street Colebrook, NH 03576			
1.5. Effective Date G&C Approval	1.6. Completion Date December 21, 2015	1.7. Audit Date N/A 1.8. Grant Limitation \$204,221.00			
1.9. Grant Officer for State Agency Lance D. Harbour		1.10. State Agency Telephone Number (603) 223-3633			
"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 Rossiter Hott, Chair Board of Seketium			
Grantee Signature 2		Name & Title of Grantee Signor 2			
Grantee Signature 3		Name & Title of Grantee Signor 3 Jules Kennett, Selectinan			
1.13. Acknowledgment: State of New Hampshire, County of , on , on / / / / 3, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.					
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) Beck Merno					
1.13.2. Name & Title of Notary Public or Justice of the Peace  Becky Merrow, Justice of the Peace					
1.14. State Agency Signature(s)  1.15. Name & Title of State Agency Signor(s)  John T. Beardmore, Director of Administration					
1.16. Approval by Attorney General (Form, Substance and Execution)  By:  Assistant Attorney General, On: 43/13					
1.17. Approval by Governor and Council					
By:					
2. SCOPE OF WORK: In exchange for grant funds provided by the State of New 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 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 A (the scope of work being hereinafter referred to as "the Project").

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 $\frac{776}{\text{Date}} = \frac{\sqrt{3}}{2|7|13}$ 

- 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. <u>EFFECTIVE DATE: COMPLETION OF PROJECT.</u>
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later 9.3. (hereinafter referred to as "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 1.6 (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 10. 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, 11.1.1 or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of 11.1.2 these general provisions.
- COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In 11.1.4 connection with the performance of the Project, the Grantee shall comply with all 11.2. statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, 11.2.1 including the acquisition of any and all necessary permits.
- RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee 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 seven (7) years after the Completion Date, 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 general provisions.
- 8. <u>PERSONNEL</u>
- 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 12.2. 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 12.3. 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 13. 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.
- 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.
  - 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.
- 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
- 1.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 1.1.4 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.
- 2. <u>TERMINATION</u>
- 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.
- 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 Grantee 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 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.
- 12.4. 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.
- 13. 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

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RP(- 5/7/13

- 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.
- GRANTEE'S RELATION TO THE STATE. In the performance of this 14 Agreement the Grantee, its employees, and any subcontractor or subgrantee of 18. 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 19. 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 A 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 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 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 AND BOND.**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall 23. require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all 24. 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 \$2,000,000 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.
  - 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.
  - 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.
    - 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 WORK

#### T. WORK TASKS

The Town of Colebrook is being provided a hazard mitigation grant in the amount of \$204,221.00 to improve Roaring Brook Road Culvert.

The town's objective of the project is to remove an undersized 84 inch wide x 61 inch high corrugated metal, squashed pipe culvert at the Roaring Brook crossing on Roaring Brook Road. The existing culvert will be replaced with a 10 ft wide x 6 ft high natural bottom, precast concrete box culvert. The box culvert will have precast concrete headwalls and wing walls. In addition to the culvert work, the Town proposes to stabilize approximately 200 feet of eroding bank just south of the culvert on the downstream side. The bank will be stabilized with large stone riprap placed on geotextile fabric. Due to the very steep slope, 400 linear feet of guardrail will be installed at the top of the bank on the downstream side of the culvert, along the area of slope stabilization of public safety.

All work and the closeout of this project will be completed by December 21, 2015.

#### П. PROJECT REVIEW and CONDITIONS

The Town of Colebrook shall comply with the project review and conditions as identified by the Federal Emergency Management Agency (FEMA). The FEMA Project Review and Conditions Status is attached to this agreement.

The Town of Colebrook shall submit quarterly progress reports starting with the quarter ending March 31, 2013. These reports shall continue until the project is closed out.

The Town of Colebrook is responsible for the 25% cost share, which is \$68,074.00. The Town of Colebrook shall clearly identify and document the cost share and retain all associated records for a period of seven years from the date of project closeout.

Grantee Initials

Date

2

13

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#### **EXHIBIT B**

#### GRANT AMOUNT AND METHOD OF PAYMENT

#### I. GRANT AMOUNT

4026 HMGP

		Grant (Federal Funds)	Cost Totals		
Project Cost	\$68,074.00	\$204,221.00	\$272,295.00		
0.1 7.1	0.00.074.00	#204 221 00	#272 205 00		
Column Totals	\$68,074.00	\$204,221.00	\$272,295.00		
The Project Cost is 75% Federal Funds, 25% Applicant Share					

#### II. FEE SCHEDULE

- a. An initial advance will be made to the Town of Colebrook based on expenditures necessary to start the project. Additional advances may be requested contingent upon documented expenditure of previous advances.
- b. A request for an advance of funds must be submitted in writing to the State Hazard Mitigation Officer, in accordance with the procedures outlined in the Grant Administration Plan and pursuant to 44 CFR § 13.21 section (c). The request must be made using the request for funds form. Request for funds should be made at least 4 6 weeks prior to the identified need, and should be expended within thirty (30) days of receipt.

Grantee Initials

Date

#### **EXHIBIT C**

#### SPECIAL PROVISIONS

- 1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
- Any funds advanced to the grantee must be returned to Homeland Security and Emergency Management if the grant agreement is terminated for any reason other than completion of the project.
- 3. The Town of Colebrook agrees to have an audit conducted in compliance with OMB Circular A-133, if applicable. If a compliance audit is not required, at the end of each audit period the Town of Colebrook will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$500,000). If required, they will forward for review and clearance a copy of the completed audit(s) to the Department of Safety, Division of Homeland Security and Emergency Management.

Additionally, they have notified or will notify their auditor of the above requirements prior to performance of the audit. They 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. They will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133. They will also ensure that all records concerning this grant will be kept on file for a minimum of 7 years from the end of this audit period.

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Region I 99 High Street, Sixth Floor Boston, MA 02110-2132



December 21, 2012

Christopher Pope, Director Homeland Security and Emergency Management 33 Hazen Dr. Concord, NH 03305

FEMA-4026-DR-NH Re:

Hazard Mitigation Grant Program (HMGP) Project # 2-R

Roaring Brook Road, Colebrook, NH

Dear Director Pope:

Enclosed please find the obligation reports for the following HMGP project:

4026-2-R

Town of Colebrook, New Hampshire

Roaring Brook Road Project

204,221

**Total:** 

\$

\$

204,221

The project performance period shall be three years from the date of this letter.

If you have any questions, please do not hesitate to call Stephanie Leydon with the FEMA Region I Mitigation Division at (617) 832-4766.

Sincerely,

Dean J. Savramis

Director, Mitigation Division

FEMA Region I

**Enclosures** 

Chairman Bob Holt opened the meeting at 7 pm with the Pledge of Allegiance. Board members present were Raymond Gorman, Jules Kennett, and Town Manager Becky Merrow.

Others present were Al Ferns, Rosemary Mulliken, Dave Brooks, Ron Lyons, Rhonda Lyons, Attorney Jay Riff, Nathan Lyons, Brian Dagesse, Kevin McKinnon, Jake Mardin and Sheila Beauchemin.

Jules Kennett made a motion to approve the February 27, 2013 minutes as written. Raymond Gorman seconded and all present agreed.

The Selectman signed the Payroll and Vendor manifests presented, along with the following:

- Property Tax Warrant \$
  - Small rounding issue between first and second issue billing
- Intent to Cut:
  - Paul Nugent Bungy Road (Supplemental)
- EDA Grant Final Drawdown \$156,443.23 (signed by Chairman)
- Notification to E-911 regarding Maple Street change to Oak Street

#### **Public:**

**Two Rivers Ride for Cancer** – Al Ferns and Rosemary Mulliken appeared on behalf of the Two Rivers Ride for Cancer (a 501-c organization) to have a cash raffle permit approved and signed by the Selectboard. They explained this raffle will be in addition to the bike ride conducted in the fall, noting these are the only two events funding this organization. The Board signed the permit and Becky asked that they bring in a copy of the ticket once it is printed to be attached to the raffle permit.

Hearing Request – Pursuant to RSA 231:191, Ron Lyons Trucking LLC requested a hearing regarding the maximum weight limit on Golf Links Road. Chairman Holt read the letter from Ron Lyons Trucking LLC / Lyons 1<sup>st</sup> Quality Shavings into the record. The letter was received certified mail on March 4<sup>th</sup> requesting a hearing within 15 days in regards to the weight limit posting on Golf Links Road. Noted was the fact the weight limit restriction would be suspended if the hearing was not held within 15 days. The letter stated the weight limit causes a hardship to their business enterprise and would affect, not only them, but also their nine employees. It was essential their trucks be serviced weekly at the garage on Golf Links Road and that shavings be unloaded. Common sense was used when considering the road and no loads are delivered directly. Mr. Lyons noted he owns a grader and would fix any ruts incurred in the road.

#### **Outstanding Business:**



Roaring Brook Road – A motion was made by Raymond Gorman to sign the Hazard Mitigation Grant (Roaring Brook Road Culvert Project) on February 7, 2013 which is granted from Homeland Security (FEMA) in the amount of \$272,295; the federal share is \$204,221 and the local share is \$68,074. Jules Kennett seconded the motion and all present agreed.

**Personnel Policy** – Becky noted the Personnel Policy needs to be revised to include the Family Medical Leave Act. This affects towns regardless of the number of employees.

**CAP Budget** – Becky noted she had received information from other towns as to their contribution for North Country Transit. Jules expressed surprise that more funds are requested from Colebrook than from the city of Berlin. Once again, the Board agreed that next year, each organization should be scheduled to come in and submit information such as this for consideration during the budget process.

**BTLA** – Becky noted that Susie Nash agreed with the \$5,000 tax evaluation reduction per each parcel in question for 2011. Chairman Holt signed the necessary paperwork to be sent to the Board of Tax and Land Appeals.

#### **New Business:**

**PPL** Generator at Landfill – Public Works Director Kevin McKinnon stated he had met with gentleman from PPL in regards to the generator at the landfill. It appears not enough gas is being produced to run the generator steady. Recently two heads on the generator burned out and PPL is coming up on the negative side of the cash flow. Kevin noted the gas collection system belongs to the Town and the vacuum and generator belong to PPL. The town has been receiving about \$30,000 a year in revenue from this project.

Kevin noted PPL's landfill specialist was not with them at this meeting. Kevin suggested they sound wells to see if there is water remaining, then pump it out to get going again. This would also indicate if the gas is depleted. He continued the original design had wells placed on the outside perimeter of the landfill with none located in the hump. This means there has been no gas collection in that area and he felt it was possible there is gas under the hump which could be captured. PPL has stated there will not invest money to drill wells. Kevin has suggested the Town might pay up to half the cost of drilling three to five wells as both entities stand to make money.

Bob remarked this was something for the Board to consider. He noted 500,000 tons of varied material (mixed garbage) was brought in to get the job done in time and this material was not a good gas producer. Kevin noted he had told PPL up front they wouldn't get a good gas flow and he feared now it might be drying up.

#### **CERTIFICATE OF COVERAGE**

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee box below, if checked.

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF EITHER OR BOTH OF THE COMPANIES AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Participating Member: All	pating Member: All Members List Attached Companies Affording Coverage (the "Companies				
		Trust, LLC Company B: Loca Compensation Tru	Government Center Properties of Government Center World (1984)  1. Control of Control of Government Center World (1984)  1. Control of Control		
Coverage (Occurrence basis only): Effective Da		Expiration Date	Limit	Limits	
party.	(mm/dd/yy)	(mm/dd/yy)	(subject to applicable A		
☐ General Liability	7/1/20	12 6/30/2013	Each Occurrence	\$5,000,000	
(Member Agreement Section III.A)			General Aggregate	\$	
			Personal & Adv Injury	\$	
			Med Exp (any one person) Products -Comp/Op Agg	\$	
			Fire Damage (each fire)	+ \$	
⊠Automobile Liability	7/1/20	6/30/2013	Each Occurrence	\$5,000,000	
(Member Agreement Section III.A)	171720	0/30/2013	Eugh Coouncilo	45,000,000	
□ Any Auto			Bodily Injury	\$	
□ All Owned Autos			(per person)		
□ Scheduled Autos	1		Bodily Injury	\$	
□ Hired Autos			(per accident) Property Damage	<u> </u>	
□ Non-Owned Autos			(per accident)	•	
Other			(per accident)		
Excess Liability		_	Each Occurrence	\$ N/A	
			Aggregate	\$ N/A	
☑Property (All Risk including Theft)	7/1/20	12 6/30/2013		\$Per scheduled	
(Member Agreement Section I)Deductible	o: \$1,000			limits and Member Agreement	
Workers Compensation (Coverage A)			□ Statutory / Cov. A	3.00	
Employers' Liability (Coverage B)			Each Accident / Cov. B	\$ 2,000,000	
			Disease - Each Employee	\$ 2,000,000	
			Disease Policy Limit	\$ 2,000,000	
Description: Proof of Coverage.  CANCELLATION: If any of the above coverwill endeavor to mail 30 days written notice obligation or liability of any kind upon the C	to the Certificate Holder na	reement are cancelled amed below, but failure	before the expiration dat to mail such notice shall	e, the Company Impose no	
	□ Additional Covered	Party D Loss F	ayee, as his, her or its ir	terests appear	
Coverage for the Additional Covered Party sole negligence of the "Member," and no pr and its directors, officers, employees or age Covered Party.*	is limited to "bodily injury otection is available for the	" or "property damage negligence of others,	" caused by, and only to including the Additional	the extent of, the Covered Party	
Certificate Holder:	Con	npanies		Please direct	
	70	•		inquiries to:	
State of New Hampshire	By:	Dobra A. Lowis			
Department of Safety Au		TOTAL CONTROL TO CONTROL TO		Debra A. Lewis	
33 Hazen Drive	Date		/1/2012	503.226.4481	
Concord, NH 03301					
*Terms in quotes are defined in the Member	Agreement.				

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Town of Chesterfield	
Town of Chichester	
Town of Clarksville	
Town of Colebrook	
Town of Columbia	
Town of Conway	
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#### CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend or after the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee box below, if checked.

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF EITHER OR BOTH OF THE COMPANIES AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

			Companies Affording Coverage (the "Companies"):		
· · · ·		Company A: Local Government Center Property-Liability			
			Trust, LLC		4
			Company B: Local Government Center Workers'		
			Compensation Tru		
				ncord, NH 03302-0617	
Coverage (Occurrence basis only):		Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)	
☐ General Liability				Each Occurrence	\$5,000,000
(Member Agreement Section III.A)				General Aggregate	<b>\$</b>
,				Personal & Adv Injury	\$
				Med Exp (any one person)	\$
				Products -Comp/Op Agg	\$
				Fire Damage (each fire)	\$
Automobile Liability (Member Agreement Section III.A)	ĺ			Each Occurrence	\$5,000,000
□ Any Auto □ Ali Owned Autos				Bodily Injury (per person)	\$
Scheduled Autos     Hired Autos				Bodily Injury (per accident)	\$
Non-Owned Autos     Other				Property Damage (per accident)	\$
☐Excess Liability				Each Occurrence	\$ N/A
				Aggregate	\$ N/A
Property (All Risk including Theft) (Member Agreement Section I)Deduction	ble: \$1,000				\$Per scheduled limits and Member Agreement
Workers Compensation (Coverage A	A)	1/1/2013	12/31/2013	□ Statutory / Cov. A	
Employers' Liability (Coverage B)	'			Each Accident / Cov. B	\$ 2,000,000
p.:., t.: 2.22, (001010g0 2)				Disease - Each Employee	\$ 2,000,000
				Disease Policy Limit	\$ 2,000,000
Description: Proof of Coverage				·	

CANCELLATION: If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

	Additional Covered Party	□ Loss Payee, as his, her or it	
Coverage for the Additional Covered Party is sole negligence of the "Member," and no pro and its directors, officers, employees or ager Covered Party."	tection is available for the negligenc	e of others, including the Addition	nal Covered Party
Certificate Holder:	Companies		Please direct
State of New Hampshire Department of Safety 33 Hazen Drive Concord, NH 03301	By:	A. Louis epresentative 12/10/2012	inquiries to: Debra A. Lewis 603.226.4481

<sup>\*</sup>Terms in quotes are defined in the Member Agreement.

Somersworth School District

Souhegan Regional Landfill District

Southeast Regional Refuse Disposal

Southeastern NH Hazardous Materials Mutual Aid District

Southern NH Planning Commission

Southern NH Special Operations Unit

**Spofford Fire District** 

Strafford Regional Planning

Stratham School District

**Strong Foundations Charter School** 

Surry Village Charter School

Swains Lake Village Water

**SWNH Fire Mutual Aid** 

Thornton School District

Tilton-Northfield Fire Department

Town of Acworth

Town of Albany

Town of Alexandria

Town of Allenstown

Town of Alton

: Town of Andover

**Town of Antrim** 

Town of Atkinson

Town of Barnstead

Town of Barrington

:Town of Bartlett

Town of Bath

**Town of Bennington** 

Town of Benton

Town of Bethlehem

Town of Bradford

Town of Brentwood

Town of Brookfield

Town of Brookline

Town of Campton

Town of Canterbury

Town of Carroll

Town of Center Harbor

Town of Charlestown

**Town of Chatham** 

**Town of Chester** 

Town of Chesterfield

**Town of Chichester** 

Town of Clarksville

★Town of Colebrook ★

Town of Columbia

Town of Conway

# TITLE I THE STATE AND ITS GOVERNMENT

# CHAPTER 21-P DEPARTMENT OF SAFETY

## **Homeland Security and Emergency Management**

Section 21-P:43

21-P:43 Appropriations and Authority to Accept Services, Gifts, Grants, and Loans. – Each political subdivision may make appropriations in the manner provided by law for making appropriations for the ordinary expenses of such political subdivision for the payment of expenses of its local organization for emergency management. Whenever the federal government or any federal agency or officer offers to the state, or through the state to any of its political subdivisions, services, equipment, supplies, materials, or funds by way of gift, grant, or loan for purposes of emergency management the state, acting through the governor, commissioner, or such political subdivision, acting with the consent of the governor and through its executive officer, city council, or board of selectmen, may accept such offer, subject to the terms of the offer and the rules and regulations, if any, of the agency making the offer. Whenever any person, firm or corporation offers to the state or to any of its political subdivisions services, equipment, supplies, materials, or funds by way of gift, grant, or loan for purposes of emergency management the state, acting through the governor, or such political subdivision, acting through its executive officer, city council, or board of selectmen, may accept such offer, subject to its terms.

Source. 2002, 257:7, eff. July 1, 2002.