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State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

February 27, 2014

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 Rumney (VC# 159946-B001), Rumney, NH for a total amount of \$284,093.00 for implementation of projects identified through the evaluation of natural hazards. Effective upon Governor and Council approval through November 25, 2016. Funding source: 100% Federal Funds.

Funding is available in the SFY 2014 operating budget as follows:

02-23-23-236010-29200000	Dept. of Safety – HSEM – Hazard Mitigation Grant Program	
072-500574	Grants-Federal – Grants to local Gov't – Federal	\$284,093.00

Explanation


The town's objective for the project is to remove the flow restriction at the Buffalo Road Bridge. The existing bridge span is 10' and a dam exists on the bottom channel which restricts the flow. A hydraulic analysis will be completed to determine the proper bridge size. The hydraulic capacity of the proposed bridge will be designed such that the 50-year flood event will pass through the crossing 1' of freeboard. It is anticipated that the proposed upgrades will likely include removal of the existing bridge structure and guardrail and installation of a new 14' span, precast concrete rigid frame bridge. The structure will consist of precast concrete footings set on a crushed stone base, as well as precast concrete panel wing-walls.

The 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; 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,


John J. Barthelmes
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, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Grantee Name Town of Rumney		1.4. Grantee Address 79 Depot Street, Rumney NH 03266	
1.5. Effective Date G&C Approval	1.6. Completion Date November 25, 2016	1.7. Audit Date N/A	1.8. Grant Limitation \$284,093.00
1.9. Grant Officer for State Agency Elizabeth R. Peck		1.10. State Agency Telephone Number (603) 223-3655	
"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 <i>Edward L Haskell Jr.</i>		1.12. Name & Title of Grantee Signor 1 Edward L Haskell Jr selectman	
Grantee Signature 2 <i>Cheryl L. Lewis</i>		Name & Title of Grantee Signor 2 Cheryl L. Lewis Selectman	
Grantee Signature 3 <i>Daniel E Kimble Jr</i>		Name & Title of Grantee Signor 3 Daniel E Kimble Jr selectman	
1.13. Acknowledgment: State of New Hampshire, County of <i>Grafton</i> , on <i>2/3/14</i> 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) <i>Anne B. Dow</i>		ANNE B. DOW, Notary Public My Commission Expires February 18, 2014	
1.13.2. Name & Title of Notary Public or Justice of the Peace <i>Anne B. Dow, Notary Public</i>			
1.14. State Agency Signature(s) <i>[Signature]</i>		1.15. Name & Title of State Agency Signor(s) Elizabeth Bielecki, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> Assistant Attorney General, On: <i>3/10/2014</i>			
1.17. Approval by Governor and Council By: _____ On: <i>1/1</i>			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:36, the 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").

Grantee Initials ELH
Page 1 of 6

CLL DR
Date 02/03/2014

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 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 (hereinafter referred to as "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 1.6 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
 - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
 - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
 - 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the 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.
7. 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, 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. 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,
- 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.
 - 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.
 - 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the 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

- 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 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 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 require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
 - 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
 18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the 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.
 21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
 22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Grantee Initials ELH

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CLR OX

Date 02-03-2014

EXHIBIT A

SCOPE OF WORK

I. WORK TASKS

The Town of Rumney is being provided a hazard mitigation grant in the amount of \$284,093.00 for a Hazard Mitigation project.

The Town of Rumney proposes to remove the flow restriction at the Buffalo Road Bridge. The bridge opening is currently undersized and needs to be upgraded. The existing bridge span is 10' and a dam exists on the bottom channel which restricts flow. A hydraulic analysis will be completed to determine the proper bridge size. The hydraulic capacity of the proposed bridge will be designed such that the 50-year flood event will pass through the crossing 1' of freeboard. The proposed bridge will have a natural stream bottom and will be permitted accordingly. It is anticipated that the proposed upgrades will likely include removal of the existing bridge structure and guardrail, and installation of a new 14' span, precast concrete rigid frame bridge. The substructure will consist of precast concrete footings set on a crushed stone base, as well as precast concrete panel wing-walls. Channel protection will consist of larger, angular stone fill that will lock together.

All work and the closeout of this project will be completed by November 25, 2016.

II. PROJECT REVIEW and CONDITIONS

The Town of Rumney shall comply with the project review and conditions as identified by the Federal Emergency Management Agency (FEMA). The FEMA Record of Environmental Consideration is attached to this agreement.

The Town of Rumney shall submit quarterly progress reports starting with the quarter ending April 2014. These reports shall continue until the project is closed out.

The Town of Rumney is responsible for the 25% cost share, which is \$94,697.00. The Town of Rumney 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.

EXHIBIT B

GRANT AMOUNT AND METHOD OF PAYMENT

I. GRANT AMOUNT

CFDA # 97.039 FEMA-4026-DR-NH-HMGP Project 7R-Buffalo Road Bridge

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	\$ 94,697.00	\$ 284,093.00	\$ 378,790.00
Column Totals	\$ 94,697.00	\$ 284,093.00	\$ 378,790.00
The Project Cost is 75% Federal Funds, 25% Applicant Share			
The Administrative Cost Allowance is 100% Federal Funds			

II. FEE SCHEDULE

- a. The Town of Rumney, based on expenditures will need to request necessary funds for reimbursement. Additional reimbursement requests may be requested contingent upon documented expenditure of previous paid amounts.
- b. If a request for an advance of funds is needed, this request must be submitted in writing to the State Hazard Mitigation Officer. 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 shall be expended within thirty (30) days of receipt.

EXHIBIT C

SPECIAL PROVISIONS

- I. This grant agreement may be terminated upon thirty (30) days written notice by either party.
- II. 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.
- III. The Town of Rumney 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 Rumney 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.

TOWN OF RUMNEY
SELECTMEN'S MEETING
PUBLIC HEARING
FEMA GRANT – BUFFALO ROAD BRIDGE

Present: Selectmen Cheryl Lewis, Ed Haskell, Dan Kimble
Administrative Assistant: Anne Dow
Clerk: Diana Kindell

Public: Mark Andrew, David & Helen Keniston, Tom Wallace, Frank Simpson and
Kenneth Weinig.

The public hearing was opened at 7:00 pm by Ed Haskell, Chairman of the Board of
Selectmen.

X Paul Hatch, NH Department of Safety/HSEM stated the FEMA funds from hurricane X
Irene for hazardous mitigation projects have been received by the state. The monies
ear marked for the Buffalo Road Bridge replacement are in the amount of \$284,093 and
even after accepting the funds, it is still two (2) to three (3) months before the town can
start on the project. The projected total for this project is \$378,790. The State of NH
DOT will be supplying \$75,758 towards the project and the remaining balance of
\$18,939 will come from the Town of Rumney Bridge Capital Reserve fund. The FEMA
funding is available until 2016.

To receive this money invoices must be submitted for work as it progresses and the
state will reimburse the town as these invoices are received – usually within a two week
time frame. Documentation of all paperwork (receipts, cancelled checks) is of the
utmost importance.

Mark Andrew questioned if the money from the state is in place. The answer was yes
and has been assigned a project number.

Kenneth Weinig questioned if when this goes to bid will this money be sufficient? He
was told all the numbers were provided by engineers and should be right on target.

Tom Wallace stated he had three concerns – (1) would like to see the bridge remain the
same width it presently is as it slows cars down being a one lane bridge. (2) When the
sink holes closed the bridge it was inconvenient to travel seven miles around to get in to
town. Can the process be speeded up or some usage be allowed? (3) There was a
spillway for a fire pond to the right of the bridge prior to the initial closure at which time
it was removed to prevent further washout under the present bridge. He would like to
see a continuous water flow and not reinstall the dam.

David Keniston said he would like to see the bridge wide enough so if the state ever
accepted the road, it would be of sufficient width. Anne Dow stated it is a historical
bridge and will probably remain small. David further questioned if a temporary bridge
could be installed? Is it possible?

Paul Hatch stated the bridge length would be extended from 10' to 14', was unsure of the width, it would be precast with a natural bottom. Being precast it should be put in place quickly.

Frank Simpson said that any plans would be approved by the state and they would probably not approve a one lane bridge.

Ed Haskell made a motion to close the public hearing.

Dan Kimble made a motion to accept the FEMA monies, Ed Haskell seconded and all voted in the affirmative. The necessary paperwork was signed by the Board.

The public hearing adjourned at 7:25 pm.

Respectfully submitted,

Diana Kindell
Clerk



CERTIFICATE OF COVERAGE

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

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

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

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

<i>Participating Member:</i>		<i>Member Number:</i>		<i>Company Affording Coverage:</i>	
Schedule of Primex Property & Liability Members Attached				NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
X	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not:	
	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2013	7/1/2014	Each Occurrence	\$ 5,000,000
				General Aggregate	\$ 5,000,000
				Fire Damage (Any one fire)	\$
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> 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 Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
			By: <i>Tammy Dumas</i>
NH Department of Safety 33 Hazen Dr Concord, NH 03301			Date: 6/14/2013 tdenver@nhprimex.org
			Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Member Name	Member Number	Renewal
Norwich School District	908	July 1
Nottingham School District	907	July 1
Orford, Town of	264	July 1
Oyster River Youth Association	574	July 1
Pelham School District	770	July 1
Peterborough, Town Of	268	July 1
Piermont School District	743	July 1
Pittsfield School District	849	July 1
Plainfield School District	853	July 1
Plainfield, Town Of	272	July 1
Portsmouth Housing Authority	572	July 1
Portsmouth School District	950	July 1
Profile School District	857	July 1
Prospect Mountain High School	952	July 1
Raymond, Town Of	277	July 1
Rochester School District	901	July 1
* Rurney, Town Of *	283	July 1
Rye School District	799	July 1
Salem School District	773	July 1
Sanborn Regional School District	934	July 1
Sanbornton, Town Of	287	July 1
Sandwich, Town Of	289	July 1
SAU 2 Office	810	July 1
SAU 6 Office	935	July 1
SAU 15 Office	937	July 1
SAU 18 Office	747	July 1
SAU 21 Office	841	July 1
SAU 23 Office	750	July 1
SAU 24 Office	828	July 1
SAU 28 Office	772	July 1
SAU 35 Office	938	July 1
SAU 39 Office	808	July 1
SAU 44 Office	804	July 1
SAU 48 Office	753	July 1
SAU 50 Office	800	July 1
SAU 55 Office	777	July 1
SAU 58 Office	830	July 1
SAU 63 Office	758	July 1
SAU 70 Office	845	July 1
Sawyer Lake Village District	401	July 1
Seabrook School District	843	July 1

* Denotes Additional Insured



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: Primex ³ Members as per attached Schedule of Members Property & Liability Program		Member Number:	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limit: NH Statutory Limits May Apply	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible:
Description: Proof of Primex coverage only.				

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
NH Dept of Safety Hazen Dr Concord, NH 03301			By: <i>Tammy Denver</i>
			Date: 1/2/2014 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Risk Management Services 603-225-2841 phone 603-228-0650 fax

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



FEMA

November 25, 2013

Perry Plummer, Director
Homeland Security and Emergency Management
33 Hazen Dr.
Concord, NH 03305

Re: FEMA-4026-DR-NH
Hazard Mitigation Grant Program (HMGP) Project # 7-R
Buffalo Road Bridge, Rumney, NH

Dear Director Plummer:

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

4026-7-R	Town of Rumney, New Hampshire Buffalo Road Bridge	\$ 284,093
	Total:	\$ 284,093

The grant 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,

A handwritten signature in cursive script, appearing to read "Dean J. Savramis".

Dean J. Savramis
Director, Mitigation Division
FEMA Region I

cc: Beth Peck, State Hazard Mitigation Officer, NH HSEM

Enclosures

RECEIVED

NOV 27 2013

NHBEM PLANNING SECTION

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.