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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 18, 2015

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 City of Laconia (VC#177419-B003) for equipment to support the community's new Emergency Operations Center (EOC) for a total amount of \$100,000.00. Effective upon Governor and Council approval through September 30, 2015. Funding source: 100% Federal Funds.

Funding is available in the SFY 2015 operating budget as follows:

02-23-23-236010-80920000	Dept. of Safety	Homeland Sec-Emer Mgmt	100% EMPG Local Match
072-500574	Grants to Local Gov't - Federal		
Activity Code: 23EMPG 2014			\$100,000.00


### Explanation

This grant will be used for the purchase and installation of a generator for emergency power, the installation of a video surveillance system and electronic door openers, video display equipment, and furnishings at the Emergency Operations Center (EOC), which is located at the Laconia Fire Department. The generator will provide sufficient emergency power for operations during power outages, the video surveillance system and electronic door openers will provide increased security, and the video display equipment will increase situational awareness during emergencies. This grant will also be used to purchase conference tables, folding tables, chairs, a podium and dry erase boards to support and maintain the new EOC. This critical infrastructure needs to be fully operational at all times for the safety of the responders and the citizens of the community. The grant listed above is funded from the FFY'14 Emergency Management Performance Grant (EMPG), which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The grant funds are to be used to measurably improve all-hazard planning and preparedness capabilities/activities, to include mitigation, preparedness, response, and recovery initiatives at the state and local level. Grant guidance and applications are available to all Emergency Management Directors and other qualified organizations in the State. Grantees submit applications to this office, which are reviewed by the HSEM Planning Chief, Assistant Planning Chief and Field Representatives and approved by the HSEM Director. The criteria for approval are based on grant eligibility in accordance with the grant's current guidance and the documented needs of the local jurisdictions.

The Emergency Management Performance Grants are 50% federally funded by FEMA with a 50% match requirement supplied by the grantee. The grantee acknowledges their match obligation as part of Exhibit B to their grant agreement.

In the event that Federal Funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,

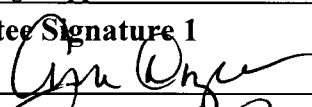
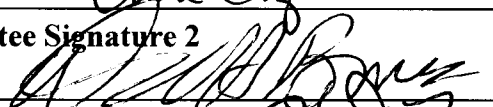
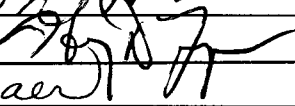
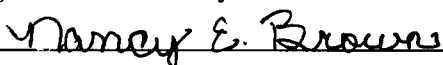
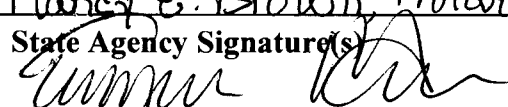
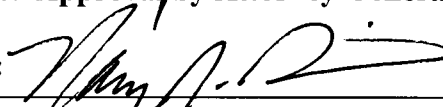
  
John J. Barthelmes  
Commissioner of Safety

# GRANT AGREEMENT

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

## GENERAL PROVISIONS

### 1. Identification and Definitions.

<b>1.1. State Agency Name</b> NH Department of Safety, Homeland Security and Emergency Management		<b>1.2. State Agency Address</b> 33 Hazen Drive Concord, NH 03305	
<b>1.3. Grantee Name</b> City of Laconia (VC#177419-B003)		<b>1.4. Grantee Address</b> 45 Beacon Street East, Laconia, NH 03246	
<b>1.5. Effective Date</b> G&C Approval	<b>1.6. Completion Date</b> September 30, 2015	<b>1.7. Audit Date</b> N/A	<b>1.8. Grant Limitation</b> \$100,000.00
<b>1.9. Grant Officer for State Agency</b> Cindy Richard, EMPG Program Manager		<b>1.10. State Agency Telephone Number</b> (603) 223-3627	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Grantee Signature 1</b> 		<b>1.12. Name &amp; Title of Grantee Signor 1</b> Ava Doyle, City Councilor	
<b>Grantee Signature 2</b> 		<b>Name &amp; Title of Grantee Signor 2</b> David Bownto, City Councilor	
<b>Grantee Signature 3</b> 		<b>Name &amp; Title of Grantee Signor 3</b> Branda Baer, City Councilor	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of Belknap, on 1/26/15 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.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace (Seal)</b> 			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> Nancy E. Brown, Notary Public <span style="float: right;">my Commission Expires June 19, 2018</span>			
<b>1.14. State Agency Signature(s)</b> 		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> Elizabeth A. Bielecki, Director of Administration	
<b>1.16. Approval by Attorney General (Form, Substance and Execution)</b>			
By:  Assistant Attorney General, On: 3/6/2015			
<b>1.17. Approval by Governor and Council</b>			
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"), 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 AB

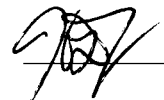
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Date 1/26/15

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, 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.
- 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


Grantee Initials  
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Date 11/26/15

- 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.

  
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Date ATD  
11/26/15

**EXHIBIT A**

Scope of Services

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the City of Laconia (hereinafter referred to as "the Grantee") \$100,000.00 for the purchase of Emergency Operations Center (EOC) equipment and the purchase and installation of an emergency generator at the EOC.
2. "The Grantee" agrees that the project grant period ends September 30, 2015 and that a final performance and expenditure report will be sent to "the State" by October 31, 2015.
3. "The Grantee" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. "The Grantee" shall maintain financial records, supporting documents, and all other pertinent records for a period of seven (7) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 50% cost share required by this grant.

Grantee Initials BB  Date 1/26/15

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**EXHIBIT B**


Grant Amount and Method of Payment


1. **GRANT AMOUNT**

	<b>Applicant Share</b>	<b>Grant (Federal Funds)</b>	<b>Cost Totals</b>
<b>Project Cost</b>	\$100,000.00	\$100,000.00	\$200,000.00
<b>Project Cost is 50% Federal Funds, 50% Applicant Share</b>			
<b>Awarding Agency:</b> Federal Emergency Management Agency (FEMA)			
<b>Award Title &amp; #:</b> Emergency Management Performance Grant (EMPG) EMW-2014-EP-APP-00061			
<b>Catalog of Federal Domestic Assistance (CFDA) Number:</b> 97.042 (EMPG)			

2. **PAYMENT SCHEDULE**

- a. "The Grantee" agrees the total payment by "the State" under this grant agreement shall be up to \$100,000.00.
  
- b. "The State" shall reimburse up to \$100,000.00 to "the Grantee" upon "the State" receiving appropriate documentation of expended funds from "the Grantee".

  
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Grantee Initials: BB  
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Date 1/26/15


**EXHIBIT C**

Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to “the Grantee” must be returned to “the State” if the grant agreement is terminated for any reason other than completion of the project.
3. Any funds advanced to “the Grantee” must be expended within 30 days of receiving the advanced funds.
4. The “Grantee” 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 Grantee” 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 State”.

Additionally, “the Grantee” has or will notify their auditor of the above requirements prior to performance of the audit. “The Grantee” will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. “The Grantee” will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133. “The Grantee” will also ensure that all records concerning this grant will be kept on file for a minimum of seven (7) years from the end of this audit period.

  
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Grantee Initials BB  
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Date 1/26/15



LACONIA CITY COUNCIL MEETING  
JANUARY 26, 2015  
CITY HALL – CONFERENCE ROOM 200A  
7:00 P.M.

**CALL TO ORDER:**

Mayor Edward Engler called the meeting to order at the above date and time.

**SALUTE TO THE FLAG:**

Councilor Henry Lipman led the salute to the Flag.

**ROLL CALL:**

Deputy City Clerk Anders called the roll with the following Councilors present: Councilors Doyle, Bownes, Lipman, Baer, Hamel, and Bolduc and Mayor Engler. Also, City Manager Myers and Finance Director Donna Woodaman.

**ADOPTION OF MINUTES OF PREVIOUS MEETINGS:**

1. Regular meeting minutes of January 12, 2015

*Councilor Bolduc moved to adopt the minutes from January 12, 2015. Seconded by Councilor Hamel. **The motion passed unanimously.***

**AWARDS/PROCLAMATIONS:**

1. Proclamation Re: Laconia Fire Department Winnepesaukee River water rescue on December 30, 2014

*Fire Chief Erickson joined Mayor Engler. Mayor Engler read the Proclamation and recognized Captain Landry, Lieutenant French and the rest of Platoon 1.*

2. Proclamation Re: Laconia Fire Department Lake Winnisquam water rescue on January 11, 2015



would be a first reading of the memo, at that meeting the Council would schedule a public hearing for the next meeting on February 23. This offer would allow others to put in an offer as well. Councilor Bownes asked if the parking situation was ever looked at and City Manager Myers said the Planning Department looked at how many parking spaces would be needed for the square footage of the building and that is based on the type of use.

**NEW BUSINESS:**

1. Proposed Resolution amending paragraph XV of the Lakeport TIF Plan regarding Board members

*Motion made by Councilor Bolduc to approve Resolution 2015-1 to amend paragraph XV of the Lakeport TIF Plan regarding Board members. Seconded by Councilor Baer. **The motion passed unanimously.***

2. Proposed Resolution amending paragraph XV of the Weirs TIF Plan regarding Board members

*Motion made by councilor Doyle to approve Resolution 2015-2 to amend paragraph XV of the Weirs TIF Plan regarding Board members. Seconded by Councilor Bolduc. **The motion passed unanimously.***

3. Proposed Resolution - State Aid Grant Funding to Municipalities

Mayor Engler noted there is a memo from the City Manager and a copy of Resolution 2015-3 in the packets. City Manager Myers explained that the state participates in funding for certain projects and this dealt with waste water, drinking water and landfill closures and the state funded 20-30% depending on the project. There were promises for projects that have been completed, not upcoming projects. In 2008, the state cut the funding so for fiscal years 2009-2012 they did not contribute their percentage. The bill will place the appropriate dollar amounts into the fiscal year budgets for 2016-2017.

*Motion made by Councilor Lipman to approve Resolution 2015-3 to approve the State Aid Grant Funding to Municipalities. Seconded by Councilor Hamel. **The motion passed unanimously.***

4. NH Emergency Management Performance Grant

X Mayor Engler noted the memo from Fire Chief Erickson. It states that a State of NH energy planning grant for \$100,000 must be accepted by City Council. It is a 50/50 split to set against the City's cost for outfitting the Emergency Operations Center with a generator and some of the furniture for the Fire Station. X

*Motion made by Councilor Hamel to accept the NH Emergency Planning Grant for \$100,000. Seconded by Councilor Bolduc. City Manager Myers noted that this amount is not included in the budget. **The motion passed unanimously.***

5. Lakes Region Sled Dog Club Request to Waive Banner Pole Fees for the 86<sup>th</sup> Annual Sled Dog Races

Mayor Engler stated that he had been contacted by Jim and Jen Lyman. They had been looking to put up banners as they have in the past promoting the Sled Dog Derby and were told that the cost would be \$200; they had not been subject to the fee in prior years. He spoke with Planning Director Saunders and she agreed to contact the Lymans to have them submit a formal waiver for the fees. A couple of years ago the City adopted a Banner Policy stating the fees shall not be waived. Councilor Doyle asked to have them pay the fee then the City could donate that amount to the Sled Dog Race. Councilor Bownes asked if it was an Ordinance or Policy, and City Manager Myers said it is a Policy.

*Motion made by Councilor Bownes to suspend the part of the Policy of the banner pole application fee of \$200, based on the tradition of the Laconia World Champion Sled Dog Derby's 85 years of history. Seconded by Councilor Bolduc. **The motion passed 4-2.***

#### **UNFINISHED BUSINESS:**

1. Milfoil Treatment Funding Request
2. WOW Trail
3. Master Plan
4. EPA Update
5. Sewer & Water Master Plan
6. Single Stream Recycling/Concord Co-Op/Solid Waste Disposal Cost Reduction
7. Strategic Planning/Goal Setting

#### **NOMINATIONS, APPOINTMENTS & ELECTIONS: NONE**

#### **COUNCIL COMMENTS:**

Councilor Hamel asked when the bond for the Fire Station will go out and City Manager Myers said it might be looked at with the Main Street Bridge at the same time.

Councilor Baer noted the discussion to approach the State Representatives and when the general legislature bulletin is received, she noted that they are thinking about taking funds away from revenue sharing, meals and rooms tax and other funds and FEMA maps. Also a 7 million dollar cut for Health and Human Services loss of revenue will be passed down to the local tax payer. Councilor Baer would like that kept on top of. City Manager Myers agreed. Laconia has reached out to County and Laconia Commissioners to be at the February 23<sup>rd</sup> Council meeting.



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) 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, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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 Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

<b>Participating Member:</b> Primex <sup>3</sup> Members as per attached Schedule of Members Property & Liability Program	<b>Member Number:</b>	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2014	7/1/2015	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)	Deductible:

**Description:** Proof of Primex coverage only.

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	Primex <sup>3</sup> - NH Public Risk Management Exchange
			By: <i>Tammy Denver</i>
NH Dept of Safety Hazen Dr Concord, NH 03301			Date: 6/25/2014    tdenver@nhprimex.org
Please direct inquires to: Primex <sup>3</sup> Risk Management Services 603-225-2841 phone 603-228-0650 fax			

Hudson, Town Of	206	
Inter-Lakes Cooperative School District	812	2
Jaffrey, Town Of	208	
Jaffrey-Rindge Cooperative School District	923	47
John Stark Regional School District	765	24
Kearsarge Regional School District	868	65
Keene, City Of	210	
Kensington School District	824	
Kingston, Town Of	212	
Laconia School District	729	30
Laconia, City Of	213	
Lafayette Regional School District	924	35
Lakes Region Mutual Fire	529	
Lancaster, Town Of	214	
Landaff School District	858	35
Langdon, Town Of	216	
Lebanon Housing Authority	523	
Lebanon School District	852	88
Lee, Town Of	218	
Lincoln, Town Of	220	
Lincoln-Woodstock Cooperative School District	730	68
Lisbon Regional School District	925	35
Litchfield School District	791	27
Littleton School District	855	84
Londonderry, Town Of	224	
Lyme School District	846	76
Martow, Town Of	233	
Mascenic Regional School District	733	87
Mascoma Valley Regional School District	827	62
Mason School District	867	63
Merrimack School District	927	26
Merrimack, Town of	236	
Merrimack Valley Regional School District	735	46
Merrimack Village District	561	
Milford School District	736	40
Milford, Town Of	239	
Milton, Town Of	240	
Monroe School District	737	77
Monroe, Town Of	241	
Mont Vernon School District	738	39
Nashua Regional Planning Commission	519	
New Castle School District	797	50
New Durham, Town of	249	
New Hampton, Town of	251	
Newfields School District	820	
Newington School District	798	50
Newmarket, Town Of	255	

\* Denotes Additional Insured

New Hampshire Public Risk Management Exchange  
 Schedule of Members  
 Property & Liability Program  
 As of July 1, 2014



## CERTIFICATE OF COVERAGE

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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> Primex <sup>3</sup> Members as per attached Schedule of Members Workers Compensation Program		<i>Member Number:</i>		<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex <sup>3</sup> 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	Other 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			<input type="checkbox"/> Each Occurrence <input type="checkbox"/> General Aggregate <input type="checkbox"/> Fire Damage (Any one fire) <input type="checkbox"/> Med Exp (Any one person)		
<input type="checkbox"/> Automobile Liability Deductible    Comp and Coll: <input type="checkbox"/> Any auto			<input type="checkbox"/> Combined Single Limit (Each Accident) <input type="checkbox"/> Aggregate		
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> Statutory <input type="checkbox"/> Each Accident <input type="checkbox"/> Disease - Each Employee <input type="checkbox"/> Disease - Policy Limit	\$2,000,000 \$2,000,000	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			<input type="checkbox"/> Blanket Limit, Replacement Cost (unless otherwise stated)		Deductible:
Description: Proof of Primex coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex <sup>3</sup> - NH Public Risk Management Exchange
NH Dept of Safety Hazen Dr Concord, NH 03301			By: <i>Tammy Deane</i>
			Date: 1/2/2015    tdenver@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Risk Management Services</b> 603-225-2841 phone 603-228-0650 fax

Member Name	Mbr #	Workers Compensation
Allenstown Sewer Commission	512	
Barrington School District	838	
Bay Sewage District	558	
BCEP Solid Waste	510	
Belknap County	607	
Berlin Housing Authority	527	
Bethlehem Village District	568	
Campton Village Precinct	565	
Campton-Thornton Fire Department	550	
Capital Area Fire Compact	546	
Carroll County	600	
Cheshire County	601	
City of Claremont	141	
City of Keene	210	
→ City of Laconia	213	
City of Portsmouth	275	
Claremont Housing Authority	528	
Clarksville School District	816	
Colebrook School District	709	
Columbia School District	818	
Concord Housing Authority	522	
Coos County	602	
Derry Housing and Redevelopment Authority	530	
Dover Housing Authority	551	
Emerald Lake Village	535	
Exeter Housing Authority	503	
Freedom School District	833	
Goffstown School District	720	
Goffstown Village Precinct	553	
Governor Wentworth Regional School District	721	
Greenville Estates Village District	556	
Gunstock Mountain Resort	543	
Hillsborough County	608	
Hopkinton Village Precinct	554	
Keene Housing	504	
Laconia Housing Authority	555	
Lakes Region Mutual Fire Aid	529	
Lamprey Regional Solid Waste	505	
Lebanon Housing Authority	523	
Littleton Water And Light	524	
Madison School District	926	
Manchester Housing Authority	520	
Manchester Transit Authority	506	
Merrimack County	604	
Merrimack Village District	561	
Milford Area Communications Center	545	
Mountain Lakes District	534	
Nashua Housing Authority	549	
New Boston School District	740	
New London/Springfield Water	539	
Newfields Water & Sewer	560	
NH Public Risk Management Exchange	573	
North Haverhill Precinct	508	
Oyster River Cooperative School District	769	
Pembroke Water Works	532	
Penacook Rescue Squad	531	
Penacook-Boscawen Water	548	
Pillsbury Lake District	540	
Pittsburg School District	823	
Plainfield Village Water District	571	
Plymouth Village Water & Sewer District	559	

# 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.