



# State of New Hampshire

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

JOHN J. BARTHELMES  
COMMISSIONER

March 13, 2019

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

### Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) requests authorization to enter into a grant agreement with SAU #46/Merrimack Valley School District (VC#177202-B001) to purchase and install a generator at Loudon Elementary School for a total amount of \$59,800.00. Effective upon Governor and Council approval through September 30, 2020. Funding source: 100% Federal Funds.

Funding is available in the SFY 2019 operating budget as follows:

02-23-23-236010-80920000	Dept. of Safety	Homeland Sec-Emer Mgmt	100% EMPG Local Match
072-500577	Grants to Schools - Federal		\$ 59,800.00
Activity Code: 23EMPG 2018			


### Explanation

The purpose of this grant agreement is for SAU #46/Merrimack Valley School District to purchase and install a generator at Loudon elementary School, the Town of Loudon's primary shelter. The grant listed above is funded from the FFY 2018 Emergency Management Performance Grant (EMPG), which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The grant funds are to be used to measurably improve all-hazard planning and preparedness capabilities/activities, to include mitigation, preparedness, response, and recovery initiatives at the state and local level. Grant guidance and applications are available to all Emergency Management Directors and other qualified organizations in the State. Subrecipients submit applications to this office, which are reviewed by the HSEM Planning Chief, Assistant Planning Chief and Field Representatives and approved by the HSEM Director. The criteria for approval are based on grant eligibility in accordance with the grant's current guidance and the documented needs of the local jurisdictions.

The Emergency Management Performance Grants are 50% federally funded by FEMA with a 50% match requirement supplied by the subrecipient. The subrecipient acknowledges their match obligation as part of Exhibit B to the 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 Subrecipient 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. Subrecipient Name</b> SAU 46/ Merrimack Valley School District (VC#177202-B001)		<b>1.4. Subrecipient Tel. #/Address</b> -603-848-1741 105 Community Drive, Penacook, NH 03303	
<b>1.5 Effective Date</b> G&C Approval	<b>1.6. Account Number</b> AU #80920000	<b>1.7. Completion Date</b> September 30, 2020	<b>1.8. Grant Limitation</b> \$59,800.00
<b>1.9. Grant Officer for State Agency</b> Whitney Welch, EMPG Program Manager		<b>1.10. State Agency Telephone Number</b> (603) 223-3667	
"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. Subrecipient Signature 1</b> 		<b>1.12. Name &amp; Title of Subrecipient Signor 1</b> FREDERICK RENGAN, Facilities Director	
<b>Subrecipient Signature 2</b> 		<b>Name &amp; Title of Subrecipient Signor 2</b> Solongrecker, Board Chair	
<b>Subrecipient Signature 3</b> 		<b>Name &amp; Title of Subrecipient Signor 3</b> MARK McLEAN, SUPERINTENDENT	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of MERRIMACK, <u>DI</u> <u>311A</u> 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</b> 			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> Kathleen Boucher		<b>Commission Expiration</b> 3/22/2022	
<b>1.14. State Agency Signature(s)</b> By:  On: 3/29/19		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> Steven R. Lavoie, Director of Administration	
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b> By:  Assistant Attorney General, On: 4/3/2019			
<b>1.17. Approval by Governor and Council (if applicable)</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 Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

**Subrecipient Initials** 1.)  2.)  3.)  Date: 3/30/19

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.

4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. **GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.**

5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount. 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 SUBRECIPIENT WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Subrecipient 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 Subrecipient, including the acquisition of any and all necessary permits.

7. **RECORDS and ACCOUNTS.** Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions

8. **PERSONNEL.** The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA: RETENTION OF DATA: ACCESS.** 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 Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

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 Subrecipient notice of such termination.

11. **EVENT OF DEFAULT: REMEDIES.**

11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 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 Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and

11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and

11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and

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 Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

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 Subrecipient 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 Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.

13. **CONFLICT OF INTEREST.** No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Subrecipient Initials: 

2.) 

3.) 

Date: 

- 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. **SUBRECIPIENT'S RELATION TO THE STATE.** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
  15. **ASSIGNMENT AND SUBCONTRACTS.** The Subrecipient 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 Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
  16. **INDEMNIFICATION.** The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
  17. **INSURANCE AND BOND.**
    - 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following 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 \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
    - 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. 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 Subrecipient.
  19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
  20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required, or by the signing State Agency.
  21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
  22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
  23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
  24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Subrecipient Initials (.) 

2.) 

3.) 

Date: 

**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 SAU 46/Merrimack Valley School District (hereinafter referred to as "the Subrecipient") \$59,800.00 to purchase and install a generator at Loudon Elementary School, the Town of Loudon's primary shelter.
2. "The Subrecipient" agrees that the project grant period ends September 30, 2020 and that a final performance and expenditure report will be sent to "the State" by October 31, 2020.
3. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. "The Subrecipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 50% cost share required by this grant.

Subrecipient Initials 1.) 

2.) 

3.) 

Date: 

**EXHIBIT B**

**Grant Amount and Payment Schedule**

1. GRANT AMOUNT

	<b>Applicant</b>	<b>Grant</b>	
	<b>Share</b>	<b>(Federal Funds)</b>	<b>Cost Totals</b>
Project Cost	\$59,800.00	\$59,800.00	\$119,600.00
Project Cost is 50% Federal Funds, 50% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Emergency Management Performance Grant (EMPG) EMB-2018-00007-A03			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.042 (EMPG)			
Applicant's Data Universal Numbering System (DUNS): 042880492			

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$59,800.00.
- b. "The State" shall reimburse up to \$59,800.00 to "the Subrecipient" upon "the State" receiving a reimbursement request with match documentation and appropriate backup documentation (i.e., copies of invoices, copies of canceled checks, and/or copies of accounting statements).

Subrecipient Initials:

1.) 

2.)



3.)



Date:



**EXHIBIT C**

**Special Provisions**

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to "the Subrecipient" must be returned to "the State" if the grant agreement is terminated for any reason other than completion of the project.
3. Any funds advanced to "the Subrecipient" must be expended within thirty (30) days of receiving the advanced funds.
4. "The Subrecipient" agrees to have an audit conducted in compliance with OMB Circular 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period "the Subrecipient" will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to "the State".

Additionally, "the Subrecipient" has or will notify their auditor of the above requirements prior to performance of the audit. "The Subrecipient" will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. "The Subrecipient" will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200. "The Subrecipient" will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

**Subrecipient Initials:**

1.) 

2.)



3.)



Date:



**Merrimack Valley School Board  
Public Meeting Minutes Draft  
March 11, 2019**

1. **Roll Call and Call to Order:** The meeting held at Merrimack Valley High School was called to order by Superintendent Mark MacLean at 7:15 p.m.

**Board Members Present:** Tracy-Anne Bricchi, Lorrie Carey (arrived at 7:30 p.m.), Andrew Chalsma, Hilary Denoncourt, Sally Hirsh-Dickinson, Seelye Longnecker, Bobbi-Jo Michael, Melissa Muzzy, Tim Vendt, Laura Vincent.

**Administrators Present:** Superintendent Mark MacLean; Business Administrator Robin Heins; Human Resources Manager Kathleen Boucher; Principals Jennifer Moore, Kara Lamontagne; Assistant Principal Kelly George; Special Education Administrator Jamie Vose; Technology Director Lee Despres.

**Others Present:** Chelsea Davis, Shane Chubb, Erin Chubb, Penacook residents; Kristen Byron, Roy Merrill, Cindy Merrill, Loudon residents; Marcia Murphy, Louise Andrus, Salisbury residents; Valerie Gordon, Ayda Semales, Penacook Elementary School Teachers.

2. **Pledge of Allegiance:** The Pledge of Allegiance was led by Superintendent Mark MacLean.
3. **Election of Chairperson:** Motion was made by Tracy Bricchi, second by Laura Vincent to elect Seelye Longnecker as Board Chairperson. The motion carried.
4. **Election of Vice-Chairperson:** Motion was made by Bobbi-Jo Michael, second by Melissa Muzzy to elect Andrew Chalsma as Board Vice-Chairperson. The motion carried.
5. **Appointment of Clerk, Treasurer, and Alternate Signer:** Motion was made by Sally Hirsh-Dickinson, second by Melissa Muzzy, to appoint Martha Vendt as District Clerk, Deborah Buckingham as District Treasurer, and Katie Keyser as District Alternate Signer. The motion carried with one abstention, Tim Vendt.
6. **Minutes of Previous Meetings:** Motion was made by Tracy Bricchi, second by Melissa Muzzy to accept the minutes of the previous meetings. Motion was made to amend the minutes on page 11 in the packet under Old Business - SB2 Discussion which reads; "*Laura Vincent submitted written opposition. Her statement is available upon request. Lorrie Carey was unsure she could make an informed decision. All other Board members present stated opposition to SB2.*" To read; "Each school board member discussed their view of SB2. Laura Vincent submitted written testimony which is available from the District Clerk by request." The motion carried. Further corrections included:  
Page 2 in the packet: close gap between Annual and meeting.  
Page 4 in the packet: "*based on there*" correct spelling to their; 3 lines down, insert ? after the word *public*; 5 lines down, omit *I*, capitalize Fear; 5 lines down, correctly spell public.  
Page 12 in the packet: Public Comment- change *verses* to versus.

Motion made by Tracy Bricci, second by Melissa Muzzy to accept the minutes of the meetings as amended and corrected. The motion carried with one abstention, Tim Vendt.

7. **Public Comment:** none.
8. **Presentation:** Penacook Elementary Principal Jennifer Moore, Assistant Principal Kelly George and Third Grade Teachers Chelsea Davis, Valerie Gordon, and Ayda Semales gave a presentation to the Board involving social and emotional skills.
9. **SAU Report on MV Business and Finance:**  
**Business:** Business Administrator Robin Heins directed the Board's attention to page 15 in the packet concerning the following citizen correspondence:



**2/12/19 Louise Andrus**

Requested draft minutes from SB2 Public Hearings and 2/11/19 Board meeting. Katie Keyser responded 2/26/2019.

**3/1/19 Louise Andrus**

Requested her written statement of 2/11/19 be included in the minutes. Robin Heins responded 3/1/2019.

**Finance:** Robin directed the Board's attention to the overage sheet (page 16 in the packet). She reported that there were 11 items, and administration is paying close attention to them. There was some discussion concerning offsets of these overages. Motion made by Tracy Bricchi, second by Melissa Muzzy to approve the Finance Report. The motion carried.

**10. Good News:** Superintendent Mark MacLean directed the Board's attention to pages 32-40 for good news throughout the District. He introduced Penacook Elementary School Principal Jennifer Moore and Assistant Principal Kelly George as hosts for the meeting, and asked if any administrators had anything to add that was not in the packet. Kara Lamontagne mentioned act of kindness week taking place at the middle school. Jamie Vose mentioned the high school boys basketball semifinals game at UNH that evening, and a month of kindness focus in February.

**11. Student Representative Report:** none

**12. Committee Reports:** none.

**13. Old Business:**

**Policies:** Andrew Chalsma directed the Board's attention to pages 41-44 for a second read on Policies JLCJ, and JRA. Motion was made by Tracy Bricchi, second by Laura Vincent, to accept Policy JLCJ, Concussions and Head Injuries. The motion carried.

Motion made by Tracy Bricchi, second by Melissa Muzzy to accept Policy JRA, Student Records and Access. The motion carried.

**Facilities:** Tracy Bricchi informed the Board that the ~~Emergency Management Performance Grant for Loudon Elementary School has been accepted.~~ A motion was made by Tracy Bricchi, and seconded by Melissa Muzzy to approve the following:

~~On SAU 46, Merrimack Valley School District School Board, in a majority vote, accepted the terms of the Emergency Management Performance Grant as presented in the amount of \$59,800.00 for the purchase of a generator for the Loudon Elementary School which serves as the primary emergency shelter for the Town of Loudon. Furthermore, the Board acknowledges that the total cost of the project will be \$119,600.00, in which the SAU will be responsible for a 50% match (\$59,800.00). Further, the Board authorizes the Superintendent/Facilities Director to sign all documents related to the grant.~~

There was some discussion as to whether the funds were already in the budget. The motion carried.

**14. New Business:**

**MVSD School Board Committee Assignments:** There was some discussion relative to an open Board seat, so it will be readdressed next month. Tim Vendt agreed to be on the Facilities Committee, and Tracy Bricchi agreed to become the liaison for CSI.

**Set Meeting Dates:** Policy Committee will meet 6:00 pm at the SAU 3/18/19; Curriculum will meet 7:00 p.m. at the SAU 3/18/19. School Start Times Task Force will meet 5:00 pm at the SAU 3/25/19.

**Classroom Visitation:** There was some discussion concerning Policy BHC, Board Members Visiting the Classroom, which includes Board authorization. Motion made by Andrew Chalsma, second by Tracy Bricchi, to give a blanket authorization for board members to visit schools within the guidelines of Policy BHC. The motion carried.

**15. Manifests/Journal Entries to Sign:** Motion made by, Tracy Bricchi, second by Melissa Muzzy, to approve the manifests and journal entries. The motion carried.



## 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> Primex3 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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X	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not:	
<input checked="" type="checkbox"/>	<b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2018	7/1/2019	Each Occurrence	\$ 5,000,000
				General Aggregate	\$ 5,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
<input type="checkbox"/>	<b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
<input type="checkbox"/>	<b>Workers' Compensation &amp; Employers' Liability</b>			<input type="checkbox"/> Statutory	
				Each Accident	
				Disease - Each Employee	
				Disease - Policy Limit	
<input type="checkbox"/>	<b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	

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

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>  <b>By:</b> <i>Tammy Downer</i>  <b>Date:</b> 6/25/2018    tdenver@nhprimex.org  Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			

Franklin School District	716
Freedom School District	833
Fremont School District	717
Gate City Charter School for the Arts	1215
Gilford School District	718
Gilmanton School District	719
Gorham Randolph Shelburne Cooperative School District	951
Goshen School District	962
Grafton County	603
Grantham School District	851
Grasmere Village Water Precinct	598
Great Bay eLearning Charter School	1206
Greenland School District	796
Gunstock Mountain Resort	543
Hampstead School District	776
Hampton Falls School District	795
Hampton School District	842
Hanover School District	919
Harrisville School District	722
Hart's Location	333
Hart's Location School District	861
Haverhill Cooperative School District	723
Henniker School District	724
Hill School District	725
Hillsboro-Deering School District	864
Hinsdale School District	920
Holderness School District	726
Hollis Brookline Cooperative School District	828
Hollis School District	815
Hooksett School District	921
Hopkinton School District	727
Hudson School District	789
Inter-Lakes Cooperative School District	812
Jackson School District	922
Jaffrey-Rindge Cooperative School District	923
John Stark Regional School District	765
Kearsarge Regional School District	868
Keene School District	728
Kensington School District	824
Laconia School District	729
Lafayette Regional School District	924
Landaff School District	858
Lebanon School District	852
Lempster School District	963
Lincoln-Woodstock Cooperative School District	730
Lisbon Regional School District	925
Litchfield School District	791
Littleton School District	855
Lochmere Village District	599
Lower Bartlett Water Precinct	584
Lyme School District	846
Madison School District	926
Making Community Connections Charter School	1216
Marlborough School District	734
Marlow School District	809
Mascenic Regional School District	733
Mascoma Valley Regional School District	827
Mason School District	867
Meriden Village Water District	593
Meriden Volunteer Fire Department	449
Merrimack School District	927
→ Merrimack Valley Regional School District	735 ←



## 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>	<b>Member Number:</b>	<b>Company Affording Coverage:</b>
Primex3 Members as per attached Schedule of Members Workers' Compensation Program		NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:		
<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	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> Statutory	\$2,000,000	
			Each Accident		\$2,000,000
			Disease - Each Employee		
			Disease - Policy Limit		
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)		

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

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			<b>By:</b> <i>Tammy Downer</i>
			<b>Date:</b> 6/25/2018    tdenver@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

Laconia School District	729
Lafayette Regional School District	924
Lake Todd Village District	591
Landaff School District	858
Lebanon Housing Authority	523
Lempster School District	963
Lincoln-Woodstock Cooperative School District	730
Lisbon Regional School District	925
Litchfield School District	791
Littleton School District	855
Lochmere Village District	599
Lower Bartlett Water Precinct	584
Lyme School District	846
Madison School District	926
Making Community Connections Charter School	1216
Marlborough School District	734
Marlow School District	809
Mascenic Regional School District	733
Mascoma Valley Regional School District	827
Mason School District	867
Meriden Village Water District	593
Meriden Volunteer Fire Department	449
Merrimack School District	927
→ Merrimack Valley Regional School District	735 ←
Merrimack Village District	561
Middleton School District	959
Midwest NH HazMat Mutual Aid District	455
Milan School District	928
Milford School District	736
Milton School District	929
Milton Water District	588
Monadnock Regional School District	807
Monroe School District	737
Mont Vernon School District	738
Moultonborough School District	850
Mountain Lakes District	534
Nashua Regional Planning Commission	519
Nelson School District	739
New Boston School District	740
New Castle School District	797
New Hampton Village Precinct	587
New London/Springfield Water	539
Newfields School District	820
Newfound Area School District	781
Newington School District	798
Newmarket School District	741
Newport School District	956
Next Charter School	1217
North Country Charter Academy	1211
North Country Council	576
North Country Education Services	953
North Country Fire Mutual Aid District	462
North Hampton School District	805
North Haverhill Precinct	508
North Swanzey Water & Fire Precinct	509
North Walpole Village District	439
Northumberland School District	829
Northwood School District	905
Nottingham School District	907
Orford Village District	402
Oyster River Cooperative School District	769
Oyster River Youth Association	574

U.S. Department of Homeland Security  
Washington, D.C. 20472



Cindy Richard  
NH Dept. of Safety, Div. of Homeland Security & Emergency Management  
33 Hazen Drive  
Concord, NH 03305 - 0011

Re: Grant No.EMB-2018-EP-00007

Dear Cindy Richard:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2018 Emergency Management Performance Grants has been approved in the amount of \$3,480,972.00. As a condition of this award, you are required to contribute a cost match in the amount of \$3,480,972.00 of non-Federal funds, or 50.00 percent of the total approved project costs of \$6,961,944.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2018 Emergency Management Performance Grants Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

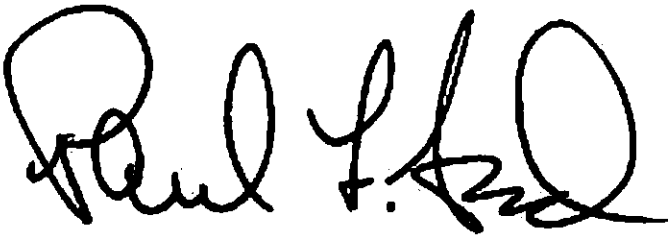
Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help use to make the necessary updates and avoid any interruptions in the payment process.

A handwritten signature in black ink, appearing to read "Paul F. Ford". The signature is stylized with large, rounded letters and a prominent initial "P".

PAUL FRANCIS FORD Regional Administrator