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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

January 4, 2016

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

*Retroactive*

### Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) requests authorization to **retroactively** amend the grant agreement (PO# 1039922) with the Town of Shelburne (VC# 159949-B001) for updating their local hazard mitigation plan. This amendment will extend the completion date only from January 9, 2016 to July 9, 2016; no other provisions will be changed. The grant was initially approved by the Governor and Executive Council on September 14, 2014, Item #75. Effective upon Governor and Council approval through July 9, 2016. Funding source: 100% Federal Funds.

### Explanation

This amendment is **retroactive** due to the tight timeframe involved not only with requesting and receiving approval for the extension from FEMA, but also for the community officials to complete their processing of the amendment. The contractor hired to update the Town's Hazard Mitigation Plan notified the grant's program manager in November 2015 that they would be unable to complete the Hazard Mitigation Plan and receive Federal Emergency Management Agency (FEMA) approval by January 9, 2016. This was due to a combination of unexpected commitments on behalf of the contractor, consequently, causing delays with the completion of the project. After consulting with the sub-recipient and the contractor and determining that the project could not be completed within the initial timeframe, it was agreed that a 6-month period of performance extension to July 9, 2016 would provide the time needed to complete the project. HSEM requested an extension from FEMA in mid-November and received approval in early December.

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,

*[Signature]*  
John J. Barthelmes  
Commissioner of Safety

Retroactive Grant Agreement Amendment  
Pre-Disaster Mitigation Competitive Grant CFDA # 97.047  
Period of Performance Extension

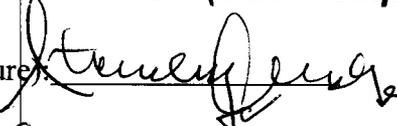
**Town of Shelburne (Sub-Recipient)**

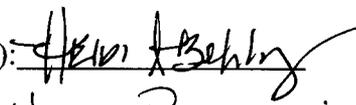
It is hereby agreed that the initial Grant Agreement (PO#1039922), approved by the Governor and Executive Council on September 17, 2014, item #75, between the Town of Shelburne as "Sub-Recipient" and the Department of Safety, Division of Homeland Security & Emergency Management as "Recipient" for the update of the Local Hazard Mitigation Plan is amended as follows:

1. General Provisions, Section 1.6, Completion Date  
Delete in its entirety and replace with:  
July 9, 2016
2. Exhibit A, Scope of Services, Number 3  
Delete item three (3) in its entirety and replace with:  
The Town of Shelburne agrees that the project grant period ends July 9, 2016.
3. All other provisions of the Grant Agreement, approved by the Governor and Executive Council on September 17, 2014, shall remain in full force and effect.

EFFECTIVE DATE OF THE GRANT AMENDMENT: This Amendment shall be effective upon its approval by the Governor and Executive Council of the State of New Hampshire. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party. IN WITNESS WHEREOF, the parties have hereunto set their hands:

**Town of Shelburne (Sub-Recipient)**

By (signature):  By (signature):   
Print Name: STANLEY JUDGE Print Name: LUCY EVANS  
Title: SELECTMAN Title: SELECTPERSON

By (signature):   
Print Name: HEIDI BEHLING  
Title: SELECTMAN

Grantee Initials WAB, LAC  
Date 12/21/15

State of: New Hampshire County of: Coo's

As Notary Public/Justice of the Peace, REGISTERED IN THE STATE OF NEW HAMPSHIRE,

Upon this date: 12/21/15, before me (print full name of notary/ Justice of the Peace) Jo Anne Carpenter the undersigned officer,<sup>3</sup> personally appeared Stanley Judge  
Lucy Evans Heidi Behlert known to me (or satisfactory proven) to be the person(s) whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Jo Anne Carpenter  
Signature of Notary Public/Justice of the Peace  
(Seal)

**JO ANNE CARPENTER**  
Commission Expires ~~Justice of the Peace - New Hampshire~~  
**My Commission Expires January 15, 2019**

Approval by the State of New Hampshire, acting through its Department of Safety:

By (signature): KC Znd  
Kyra Leonard, Director of Administration Administrator IV (CP)

Approval by State of New Hampshire Attorney General as to form, substance, and execution:

By: [Signature], Assistant Attorney General, on 2/2/2016.

Approval by State of New Hampshire Governor and Executive Council:

By: \_\_\_\_\_, on \_\_\_\_\_.

Grantee Initials NS, LUCS  
Date 12/21/15



**FEMA**

DEC 02 2015

Mr. Perry E. Plummer  
Director  
New Hampshire Department of Safety  
Homeland Security and Emergency Management  
33 Hazen Drive,  
Concord, NH 03305

Subject: FY 2013 Pre-Disaster Mitigation – Competitive Grant Award (PDMC) - Extension Agreement #EMB-2014-PC-0003  
PDMC-PJ-01-NH-2013-002 – Town of Marlow Sand Pond Road Culvert Replacement  
PDMC-PL-01-NH-2013-004 – NH Planning Grant

Dear Director Plummer:

This letter serves as official notification from FEMA that your request to extend the period of performance for the FY13 PDMC award, # EMB-2014-PC-0003, has been approved. The new period of performance is July 19, 2013 through July 9, 2016.

Please note that this extension is for the projects previously identified and in progress and no new projects as part of this grant will be considered.

If you have any questions please feel free to contact me or Glen Josephson, Grants Management Specialist, at 617-832-4708.

Sincerely,

A handwritten signature in black ink that reads "Paul F. Ford".

Paul F. Ford  
Regional Administrator

PFF/gjj

cc: Elizabeth Peck, NH HSEM  
Donna Nelson, FEMA R-1

## CERTIFICATE OF COVERAGE

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

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

<b>Participating Member:</b> All Members List Attached		<b>Companies Affording Coverage (the "Companies"):</b> Property-Liability Trust, Inc. PO Box 2008, Concord, NH 03302-2008			
<b>Coverage (Occurrence basis only):</b>	<b>Effective Date (mm/dd/yy)</b>	<b>Expiration Date (mm/dd/yy)</b>	<b>Limits (subject to applicable NH statutory limits)</b>		
<input checked="" type="checkbox"/> <b>General Liability</b> (Member Agreement Section III.A)	7/1/2015	6/30/2016	Each Occurrence	\$5,000,000	
			General Aggregate	\$	
			Personal & Adv Injury	\$	
			Med Exp (any one person)	\$	
			Products -Comp/Op Agg	\$	
			Fire Damage (each fire)	\$	
<input checked="" type="checkbox"/> <b>Automobile Liability</b> (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2015	6/30/2016	Each Occurrence	\$5,000,000	
			Bodily Injury (per person)	\$	
			Bodily Injury (per accident)	\$	
			Property Damage (per accident)	\$	
			Aggregate	\$ N/A	
<input checked="" type="checkbox"/> <b>Property (All Risk including Theft)</b> (Member Agreement Section I) Deductible: \$1,000	7/1/2015	6/30/2016			\$Per scheduled limits and Member Agreement
<input type="checkbox"/> <b>Workers Compensation (Coverage A)</b> <b>Employers' Liability (Coverage B)</b>			<input type="checkbox"/> Statutory / Cov. A		
			Each Accident / Cov. B \$ 2,000,000		
			Disease - Each Employee \$ 2,000,000		
			Disease - Policy Limit \$ 2,000,000		
<b>Description:</b> Proof of Coverage.					

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

<input type="checkbox"/> <b>Additional Covered Party</b>		<input type="checkbox"/> <b>Loss Payee, as his, her or its interests appear</b>	
Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*			
<b>Certificate Holder:</b> State of New Hampshire Department of Safety 33 Hazen Drive Concord, NH 03301	<b>Companies</b> By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>7/1/2015</u>	<b>Please direct inquiries to:</b> Debra A. Lewis 603.226-1322 x3332	

\*Terms in quotes are defined in the Member Agreement.



Property Liability Coverage Members  
FY16 (7/1/2015-6/30/2016)

Member Sort Name	Address	City	State	Zip	Phone
Town of Loudon	PO Box 7837	Loudon	NH	03301	603-798-4541
Town of Lyman	65 Parker Hill Road	Lyman	NH	03585	603-838-6818
Town of Lyme	PO Box 126	Lyme	NH	03768	603-795-4639
Town of Lyndeborough	9 Citizens Hall Road	Lyndeborough	NH	03082	603-795-4637
Town of Madbury	13 Town Hall Road	Madbury	NH	03823	603-654-5955 x221
Town of Marlborough	PO Box 487	Marlborough	NH	03823	603-742-5131 x100
Town of Mason	16 Darling Hill Road	Mason	NH	03455	603-876-3751
Town of Middleton	182 Kings Highway	Middleton	NH	03048	603-878-4892
Town of Milan	PO Box 300	Milan	NH	03887	603-473-5202
Town of Mont Vernon	PO Box 444	Mont Vernon	NH	03588	603-449-2142
Town of Nelson	7 Nelson Common Road	Nelson	NH	03057	603-673-5995
Town of New Boston	PO Box 250	New Boston	NH	03457	603-847-3197
Town of New Castle	PO Box 357	New Boston	NH	03070	603-487-2500 x161
Town of New Ipswich	661 Turnpike Road	New Castle	NH	03854-0367	603-431-6710 x12
Town of New London	375 Main Street	New Ipswich	NH	03071	603-878-2772 x422
Town of Newbury	PO Box 296	New London	NH	03257	603-526-4821 x21
Town of Newington	205 Nimble Hill Road	Newbury	NH	03255	603-526-9494
Town of Newton	PO Box 378	Newington	NH	03255	603-763-4940 x204
Town of Orange	PO Box 37	Newton	NH	03801	603-436-7640
Town of Ossipee	PO Box 67	Newton	NH	03858	603-382-4405 x14
Town of Pelham	6 Village Green	Canaan	NH	03741	603-523-7344
Town of Piermont	PO Box 67	Center Ossipee	NH	03814	603-539-4181
Town of Pittsburg	1526 Main Street	Pelham	NH	03076	603-508-3074
Town of Pittsfield	85 Main Street	Piermont	NH	03779	603-272-9181
Town of Plaistow	145 Main Street	Pittsburg	NH	03592	603-538-6697
Town of Plymouth	6 Post Office Square	Pittsfield	NH	03263	603-435-6773 x10
Town of Randolph	130 Durand Road	Plaistow	NH	03865	603-382-5200 x261
Town of Richmond	105 Old Homestead Highway	Plymouth	NH	03264	603-536-1731
Town of Rollinsford	PO Box 309	Randolph	NH	03593	603-466-5771
Town of Salisbury	PO Box 214	Richmond	NH	03470	603-239-4232
Town of Sandown	PO Box 1756	Rollinsford	NH	03869	603-742-2510 x313
Town of Seabrook	PO Box 456	Salisbury	NH	03268	603-648-2473
Town of Shelburne	74 Village Road	Sandown	NH	03873	603-887-3646
Town of South Hampton	3 Hilldale Avenue	Seabrook	NH	03874	603-474-3311
Town of Springfield	PO Box 22	Shelburne	NH	03581	603-466-2262
Town of Stark	1189 Stark Highway	South Hampton	NH	03827	603-394-7696
Town of Stewartstown	PO Box 119	Springfield	NH	03284	603-763-4805
Town of Strafford	PO Box 23	Stark	NH	03582	603-636-2118
Town of Stratford	PO Box 366	W. Stewartstown	NH	03597	603-246-3329
Town of Sugar Hill	PO Box 574	Ctr. Strafford	NH	03815	603-664-2192 x101
Town of Sullivan	PO Box 110	N. Strafford	NH	03590-0366	603-922-3317
		Sugar Hill	NH	03586	603-823-8468
		Sullivan	NH	03445	603-847-9154



## 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.

<i>Participating Member:</i>	<i>Member Number:</i>	<i>Company Affording Coverage:</i>	
Primex <sup>3</sup> 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	
<b>Apply</b>			
<input type="checkbox"/> <b>General Liability (Occurrence Form)</b>			Each Occurrence
<input type="checkbox"/> <b>Professional Liability (describe)</b>			General Aggregate
<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Fire Damage (Any one fire)
			Med Exp (Any one person)
<input type="checkbox"/> <b>Automobile Liability</b>			Combined Single Limit (Each Accident)
Deductible    Comp and Coll:			Aggregate
<input type="checkbox"/> Any auto			
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> Statutory
			Each Accident      \$2,000,000
			Disease – Each Employee      \$2,000,000
			Disease – Policy Limit
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)
<b>Description:</b> 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
NH Dept of Safety Hazen Dr. Concord, NH 03301			<b>By:</b> <i>Tammy Denver</i>
			<b>Date:</b> 12/31/2015    tdenver@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Risk Management Services</b> 603-225-2841 phone 603-228-0650 fax

Town of Pittsburg	270
Town of Plainfield	272
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 Webster	322
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

HSEM-PDM-07-2014-13



# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER

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

JOHN J. BARTHELMES  
COMMISSIONER

RQ#150261

August 18, 2014

GC# 75

09-17-2014

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 Shelburne (VC#159949-B001), for a total amount of \$6,000.00 for the updating of their local hazard mitigation plan. Effective upon Governor and Council approval through January 9, 2016. Funding source: 100% Federal Funds.

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

02-23-23-236010-43930000	Dept. of Safety	HSEM	Pre-Disaster Mitigation
072-500574 Grants to Local Gov't. - Federal			\$6,000.00
Activity Code: 23PDM13 4393			

### Explanation

The grant listed above is funded from the FFY 2013 Pre-Disaster Mitigation Competitive (PDMC) Grant Program, which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The PDMC Grant Program provides funding to sub-grantees for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. FEMA provides PDMC 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. Notification of this program is made to every community by email and by letter sent to the chief elected official of each community. All community applications for this grant are reviewed for eligibility by the State Hazard Mitigation Officer prior to being submitted to FEMA.

The PDMC Grant Program is 75% federally funded by the Federal Emergency Management Agency with a 25% match requirement supplied by the sub-grantee. The sub-grantee acknowledges its match obligation as part of Exhibit A 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,

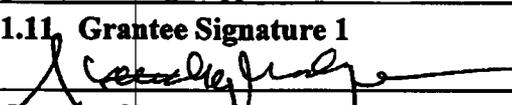
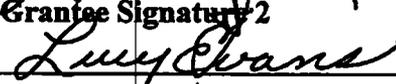
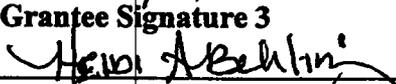
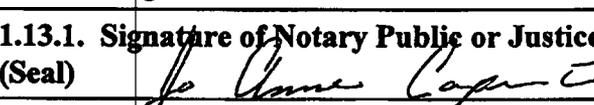
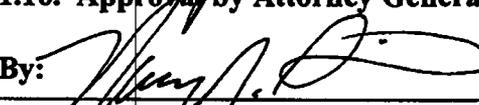
  
John J. Barthelmes  
Commissioner of Safety

# GRANT AGREEMENT

The State of New Hampshire and the 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> Town of Shelburne		<b>1.4. Grantee Address</b> 74 Village Road Shelburne, NH 03581	
<b>1.5. Effective Date</b> G&C Approval	<b>1.6. Completion Date</b> January 9, 2016	<b>1.7. Audit Date</b> N/A	<b>1.8. Grant Limitation</b> \$6,000.00
<b>1.9. Grant Officer for State Agency</b> Elizabeth Peck		<b>1.10. State Agency Telephone Number</b> (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."			
<b>1.11. Grantee Signature 1</b> 		<b>1.12. Name &amp; Title of Grantee Signor 1</b> STANLEY JUDGE Select Person	
<b>Grantee Signature 2</b> 		<b>Name &amp; Title of Grantee Signor 2</b> Lucy Evans Select person	
<b>Grantee Signature 3</b> 		<b>Name &amp; Title of Grantee Signor 3</b> Heidi Behling Select person	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of <u>Cook</u> , on <u>7/17/14</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 (Seal)</b> 		<b>Justice of the Peace - New Hampshire</b> My Commission Expires <u>January 15, 2019</u>	
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> Jo Anne Carpenter Justice of the Peace			
<b>1.14. State Agency Signature(s)</b> 		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> Elizabeth Bielecki, Director of Administration	
<b>1.16. Approval by Attorney General (Form, Substance and Execution)</b> By:  Assistant Attorney General, On: <u>8/19/2014</u>			
<b>1.17. Approval by Governor and Council</b> By: _____ On: <u> / /</u>			

**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").

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 SJT

Date 7/17/14

- 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.

**EXHIBIT A**

**SCOPE OF WORK**

1. The Department of Safety, Division of Homeland Security and Emergency Management (HSEM) is awarding the Town of Shelburne \$6,000.00 to update their Local Hazard Mitigation Plan.
2. Products will include quarterly project progress reports, a draft and final local updated hazard mitigation plan. The draft plan will be submitted to HSEM electronically for review and comment. HSEM will then submit the plan to FEMA Region 1 for review and approval.

Comments resulting from these reviews shall be addressed by the Town and resubmitted to HSEM for FEMA conditional approval prior to local adoption of the final plan. The Town of Shelburne agrees to provide the above formal approved plan to HSEM in the following format: 1 electronic copy, via compact disk, upon receipt of the FEMA Formal Approval Letter

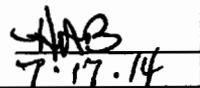
3. The Town of Shelburne agrees that the project grant period ends January 9, 2016.
4. The Town of Shelburne agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
5. The Town of Shelburne shall maintain financial records, supporting documents, and all other pertinent records for a period of seven (7) years from the grant period end date. In these records, the Town of Shelburne shall maintain documentation of the 25% cost share required by this grant and agreed upon by the Town.

Grantee Initials

  
Page 4 of 6



Date

  
7.17.14

**EXHIBIT B**

**GRANT AMOUNT AND METHOD OF PAYMENT**

**1. GRANT AMOUNT**

CFDA # 97.047 Pre-Disaster Mitigation Grant FFY 2013

	Applicant	Grant	
	Share	(Federal Funds)	Cost Totals
Project Cost	\$2,000.00	\$6,000.00	\$8,000.00
The Project Cost is 75% Federal Funds, 25% Applicant Share.			

**3. FEE SCHEDULE**

- a. The Town of Shelburne agrees the total payment by HSEM under this grant agreement shall be \$6,000.00.
- b. HSEM may advance funds to the Town of Shelburne in accordance with the procedures outlined in the Grant Administration Plan and pursuant to 44 CFR § 13.21 section (C). A request for an advance of funds 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 should be expended within thirty (30) days of receipt.
- c. HSEM shall reimburse \$6,000.00 to the Town of Shelburne upon HSEM receiving appropriate documentation of expended funds from the Town of Shelburne.

Grantee Initials

[Signature]  
Page 6 of 6

[Signature]

Date

[Signature]  
7.17.14

**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 Department of Safety, Division of Homeland Security and Emergency Management if the grant agreement is terminated for any reason other than completion of the project.
3. The Town of Shelburne 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 Shelburne 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 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.

Grantee Initials

  
Page 6 of 6



Date

  
7.11.14

U.S. Department of Homeland Security  
FEMA Region I  
99 High Street  
Boston, MA 02110



**FEMA**

June 12, 2014

Mr. Perry E. Plummer  
Director  
New Hampshire Department of Safety  
Homeland Security and Emergency Management  
33 Hazen Drive,  
Concord, NH 03305

**Subject: FY 2013 Pre-Disaster Mitigation – Competitive Grant Award  
Agreement #EMB-2014-PC-0003**

**Dear Director Plummer:**

**We are pleased to inform you that your Application for Federal Assistance under the Pre-Disaster Mitigation Competitive Grant Program for fiscal year 2013 has been amended. Your corrected award amount is \$335,458.00 (\$251,593.50 Federal Share and \$83,864.50 grantee share). Your agreement number is EMB-2013-PC-0003.**

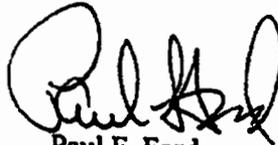
**The funds awarded by this FEMA Form (FF) 76-10A are available for obligation by the recipient only during the period from July 19, 2013 through January 9, 2016. The recipient is not authorized to incur new obligations after the expiration date shown unless a new expiration date is established by FEMA in a letter signed by the Regional Administrator or through issuance of a new FF 76-10A.**

**Please note that by accepting this award you assume certain administrative and financial responsibilities including the timely submission of financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash on hand. All quarterly programmatic reports are to be submitted through the eGrants system. All quarterly financial reports are to be submitted through the PARS System.**

Perry E. Plummer  
June 12, 2014  
Page 2

If you have questions pertaining to this award, please feel free to contact me or Patrick Mooney,  
Grants Management Specialist, at 617-832-4798.

Sincerely,



Paul F. Ford  
Acting Regional Administrator

PFF/pwm

cc: Elizabeth Peck, New Hampshire Homeland Security and Emergency Management  
Donna Nelson, Hazard Mitigation Specialist, FEMA

## SELECTPERSON MINUTES

July 17, 2014

**Present:** Stan Judge, Heidi Behling, Lucy Evans, Jo Carpenter

### Call to Order

Chairperson Stan Judge called the meeting to order at 9:05 PM.

### Minutes

This item was tabled.

### Sign

1. The following PO's were signed:
  - Treasurer, State of NH, service to Transfer Station shed and to compactor MB Electric - \$2,463.16 – conduit under garage floor - \$374.79 – street signs, poles and brackets
  - AVRDD Mt. Carberry Landfill 0 \$443.54 – June tipping fee – 6.62 tons @ \$67/ton
  - Lawson Products - \$1,274.56 – replace tap & die, screws, drill bits, etc. – lost in fire
  - Chapman Scrap Metal - \$300.00 – June garbage hauling
  - Time Warner Cable - \$204.84 – July phone bills
  - Treasurer, State of NH - \$357.44 – gas for forestry truck
  - Rav Bennett - \$691.63 – replace Fire Department meeting door
2. Voucher #23 was signed.
3. DRA – Federal & State Forest Lands Reimbursement

### Correspondence

1. Executive Councilor Joe Kinney – newsletter
2. Property Liability Trust – coverage documents
3. Auctions International – information on Auctioneer

### Old Business

1. Transfer Station & Highway Garage

Ken is insulating the exposed part of the floor at the front of the garage. He will then fill in front of the doors to make the ramps into the garage.

Stan said that he is ordering the rest of the heating system minus the furnace.

2. Selectboard/Fire Department Relations Document

The Board reviewed and edited the draft document done by Stan from NFPA documents. Jo will send the edited document to the Board. It will be shared with the Fire Chief when complete.

3. Draft Surplus Policy

\* 4. Office of Emergency Pre-Disaster Mitigation Grant

The Board reviewed the grant agreement for the FFY 2013 Pre-Disaster Mitigation Grant. The grant is for \$6,000 with a \$2,000 in kind match from the town.

Heidi Behling made a motion to accept the FFY 2013 Pre-Disaster Mitigation Grant for \$6,000 to update Shelburne's Hazard Mitigation Plan at a total cost of \$8,000. The grant is for \$6,000 and the town agrees to provide a \$2,000 match. Lucy Evans seconded this motion and it was passed unanimously.

The Board agreed by consensus that they would hire June Garneau of Mapping and Planning Solutions to work with the town to update the current plan.

5. Financial Report

The June Financial Report was reviewed by the Board. Everything is still looking OK. There were no problem areas noted at this time.

6. Set Meeting Dates

The next meeting was set for July 31, 2014 at 9:00 AM. Jo will try to schedule Fire Chief Nathan Emery for that meeting.

Other

1. EMR Class

The Board asked Jo to email Chad Miller to find out which Shelburne Firefighters passed the EMR class paid for by the Board.

2. North Road Maintenance

Stan told the Board that NH DOT is planning to some paving near Danforth's house. Ray Danforth, Stan and Ken feel this is useless unless some ditching is also done.

Stan said that Ken will talk to Rick and try to set up a tour of North Road with the District 1 Engineer. Stan said he hopes to talk to the District Engineer also and then to Senator Jeff Woodburn.

Adjourn

The meeting was adjourned at 11:55 AM.

## CERTIFICATE OF COVERAGE

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

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

<b>Participating Member:</b> All Members List Attached		<b>Companies Affording Coverage (the "Companies"):</b> Property-Liability Trust, Inc. PO Box 2008, Concord, NH 03302-2008													
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits):												
<input checked="" type="checkbox"/> <b>General Liability</b> (Member Agreement Section III.A)	7/1/2014	6/30/2015	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td style="text-align: right;">\$5,000,000</td></tr> <tr><td>General Aggregate</td><td style="text-align: right;">\$</td></tr> <tr><td>Personal &amp; Adv Injury</td><td style="text-align: right;">\$</td></tr> <tr><td>Med Exp (any one person)</td><td style="text-align: right;">\$</td></tr> <tr><td>Products-Comp/Op/Agg</td><td style="text-align: right;">\$</td></tr> <tr><td>Fire Damage (each fire)</td><td style="text-align: right;">\$</td></tr> </table>	Each Occurrence	\$5,000,000	General Aggregate	\$	Personal & Adv Injury	\$	Med Exp (any one person)	\$	Products-Comp/Op/Agg	\$	Fire Damage (each fire)	\$
Each Occurrence	\$5,000,000														
General Aggregate	\$														
Personal & Adv Injury	\$														
Med Exp (any one person)	\$														
Products-Comp/Op/Agg	\$														
Fire Damage (each fire)	\$														
<input checked="" type="checkbox"/> <b>Automobile Liability</b> (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2014	6/30/2015	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td style="text-align: right;">\$5,000,000</td></tr> <tr><td>Bodily Injury (per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>Bodily Injury (per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>Property Damage (per accident)</td><td style="text-align: right;">\$</td></tr> </table>	Each Occurrence	\$5,000,000	Bodily Injury (per person)	\$	Bodily Injury (per accident)	\$	Property Damage (per accident)	\$				
Each Occurrence	\$5,000,000														
Bodily Injury (per person)	\$														
Bodily Injury (per accident)	\$														
Property Damage (per accident)	\$														
<input type="checkbox"/> <b>Excess Liability</b>			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td style="text-align: right;">\$ N/A</td></tr> <tr><td>Aggregate</td><td style="text-align: right;">\$ N/A</td></tr> </table>	Each Occurrence	\$ N/A	Aggregate	\$ N/A								
Each Occurrence	\$ N/A														
Aggregate	\$ N/A														
<input checked="" type="checkbox"/> <b>Property (All Risk including Theft)</b> (Member Agreement Section I) Deductible: \$1,000	7/1/2014	6/30/2015	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td style="text-align: right;">\$ Per scheduled limits and Member Agreement</td></tr> </table>	Each Occurrence	\$ Per scheduled limits and Member Agreement										
Each Occurrence	\$ Per scheduled limits and Member Agreement														
<input type="checkbox"/> <b>Workers Compensation (Coverage A)</b> <b>Employers' Liability (Coverage B)</b>			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td><input type="checkbox"/> Statutory / Cov. A</td><td></td></tr> <tr><td>Each Accident / Cov. B</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>Disease - Each Employee</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>Disease - Policy Limit</td><td style="text-align: right;">\$ 2,000,000</td></tr> </table>	<input type="checkbox"/> Statutory / Cov. A		Each Accident / Cov. B	\$ 2,000,000	Disease - Each Employee	\$ 2,000,000	Disease - Policy Limit	\$ 2,000,000				
<input type="checkbox"/> Statutory / Cov. A															
Each Accident / Cov. B	\$ 2,000,000														
Disease - Each Employee	\$ 2,000,000														
Disease - Policy Limit	\$ 2,000,000														
<b>Description:</b> Proof of Coverage.															

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

<input type="checkbox"/> Additional Covered Party <input type="checkbox"/> Loss Payee, as his, her or its interests appear		
Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*		
<b>Certificate Holder:</b> State of New Hampshire Department of Safety 33 Hazen Drive Concord, NH 03301	<b>Companies</b> By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>7/1/2014</u>	<b>Please direct inquiries to:</b>  Debra A. Lewis 603.228-1322 x3332

\*Terms in quotes are defined in the Member Agreement.



Member Sort Name	Member Original Join Date	End Date
Town of Marlborough	9/1/1986	6/30/2015
Town of Mason	7/1/1987	6/30/2015
Town of Middleton	11/27/2002	6/30/2015
Town of Milan	7/1/2002	6/30/2015
Town of Mont Vernon	7/1/1986	6/30/2015
Town of Nelson	12/28/1987	6/30/2015
Town of New Boston	9/1/1986	6/30/2015
Town of New Castle	12/28/1987	6/30/2015
Town of New Ipswich	9/1/1986	6/30/2015
Town of New London	12/27/1986	6/30/2015
Town of Newbury	3/27/1987	6/30/2015
Town of Newington	1/1/1989	6/30/2015
Town of Newton	12/27/1986	6/30/2015
Town of Nottingham	12/27/1986	6/30/2015
Town of Orange	11/1/1986	6/30/2015
Town of Ossipee	12/27/1986	6/30/2015
Town of Pelham	12/28/1987	6/30/2015
Town of Piermont	7/1/1991	6/30/2015
Town of Pittsburg	7/1/1987	6/30/2015
Town of Pittsfield	1/1/2002	6/30/2015
Town of Plaistow	4/1/1995	6/30/2015
Town of Plymouth	7/1/1986	6/30/2015
Town of Randolph	7/1/1988	6/30/2015
Town of Richmond	1/1/2000	6/30/2015
Town of Rollinsford	3/27/1987	6/30/2015
Town of Salisbury	12/27/1986	6/30/2015
Town of Sandown	12/27/1986	6/30/2015
Town of Seabrook	7/1/1986	6/30/2015
*Town of Shelburne	12/27/1986	6/30/2015*
Town of South Hampton	7/1/1988	6/30/2015
Town of Springfield	7/1/1995	6/30/2015
Town of Stark	12/28/1987	6/30/2015
Town of Stewartstown	6/15/1996	6/30/2015
Town of Strafford	9/1/1986	6/30/2015
Town of Stratford	7/3/2002	6/30/2015
Town of Sugar Hill	11/1/1986	6/30/2015
Town of Sullivan	12/27/1986	6/30/2015
Town of Sunapee	7/1/1986	6/30/2015
Town of Sutton	12/28/1987	6/30/2015
Town of Swanzey	7/1/1993	6/30/2015
Town of Tamworth	7/1/1993	6/30/2015
Town of Temple	7/1/1992	6/30/2015
Town of Thornton	7/1/1987	6/30/2015



## 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		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	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			<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	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> Statutory <input type="checkbox"/> Each Accident    \$2,000,000 <input type="checkbox"/> Disease - Each Employee    \$2,000,000 <input type="checkbox"/> Disease - Policy Limit		
	<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			<input type="checkbox"/> Blanket Limit, Replacement Cost (unless otherwise stated)    Deductible:		
<b>Description:</b> 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
NH Dept of Safety Hazen Dr Concord, NH 03301			<b>By:</b> <i>Tammy Downer</i> <b>Date:</b> 1/2/2014 <a href="mailto:tdenver@nhprimex.org">tdenver@nhprimex.org</a> Please direct inquires to: Primex <sup>3</sup> 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
<del>Town of Shelburne</del>	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

# 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.