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DEPARTMENT OF SAFETY JAMES H. HAYES BLDG. 33 HAZEN DR. CONCORD, N.H. 03305 (603) 271-2791

ROBERT L. QUINN COMMISSIONER OF SAFETY

August 2, 2021

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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 the Town of Bennington(VC#160075-B001) to purchase a portable variable message board for a total amount of \$19,975.00. Effective upon Governor and Council approval through August 31, 2022. Funding source: 100% Federal Funds.

Funding is available in the SFY 2022 operating budget as follows:

02-23-23-236010-80920000Dept. of SafetyHomeland Sec-Emer Mgmt100% EMPG Local Match072-500574 Grants to Local Gov't - FederalActivity Code: 23EMPG 2020\$19,975.00

#### **EXPLANATION**

The purpose of this grant is for the Town of Bennington to purchase a portable variable message board to improve notifications to the public for all types of hazards. This message board should improve and enhance the town's state of readiness and is considered a high priority by the community. The grant listed above is funded from the FFY 2020 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 their grant agreement.

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

Respectfully submitted,

Robert L. Quinn Commissioner of Safety

### **GRANT AGREEMENT**

#### The State of New Hampshire and the Subrecipient hereby Mutually agree as follows: **GENERAL PROVISIONS** TA STOCK ALC: SATE OF 14

1. Identification and Denni				
1.1. State Agency Name		1.2. State Agency Addr	ess	
NH Department of Safety, Homeland Security and Emergency Management		33 Hazen Drive Concord, NH 03305		
1.3. Subrecipient Name Town of Bennington (V	/~~*160075_2001)	1.4. Subrecipient Tel. #/Address 7 School Street Unit 101 Bennington NH 03442		
	····			
1.5 Effective Date Upon State Approval	1.6. Account Number AU #80920000	1.7. Completion Date August 31, 2022	1.8. Grant Limitation \$19,975.00	
1.9. Grant Officer for Sta Olivia Barnbart, EMP	ite Agency G Program Coordinator	1.10. State Agency Telephone Number (603) 223-3639		
"By signing this form we certi- grant, including if applicable l		h any public meeting requirer	nent for acceptance of this	
1.11. Subrecipient Signa	ture 1	1.12. Name & Title of S	ubrecipient Signor 1	
James w C	len	James Cleary	Chairmon Browned of Sta	21e)
Subrecipient Signature 2		Name & Title of Subrec	ipient Signor 2	
- And		David Foster	Selection	
Subrecipient Signature 3 Name & Title of Subrecipient Signor 3 David p. Handwick ry Scleet			ipient Signor 3 w:CKry Scleeting	t
1.13. Acknowledgment: / / , before the unde known to me (or satisfact acknowledged that he/sho	rsigned officer, persona orily proven) to be the	lly appeared the person i person whose name is sig	ned in block 1.11., and	
1.13.1. Signature of Nota (Seal)	ry Public or Justice of t	he Peace		
1.13.2. Name & Title of I	Notary Public or Justice	of the Peace (Com	mission Repiration)	
1.14. State Agency Signs	ature(s)	1.15. Name & Title of S	tate Agency Signor(s)	
By: On: 7 120 21 Steven R. Lavoic, Director of Administration				
1.16. Approval by Attorn				
By: JeA		attorney General, On: 8		
1.17. Approval by Gover	nor and Council (if app	licable)	,	
By:		On: /	1	
2. SCOPE OF WORK: In exc	hange for grant funds provide	d by the State of New Hampsh	ire, 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.) Jun 2.) D.F.

3.) <u>DH</u>

Page 1 of 6

Date: 5/18/21

- 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. 9.2.
- 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 9.3. 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 9.4. 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: 5.1. PAYMENT. 9.5.
- The Grant Amount is identified and more particularly described in EXHIBIT 5.2. B, attached hereto.
- 5.3. The manner of, and schedule of payment shall be as set forth in EXHIBIT B. 10. 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
- 5.4. required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c. 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, 11. and the complete, compensation to the Subrecipient for the Project. The State 11.1.
- 5.5. shall have no liabilities to the Subrecipient other than the Grant Amount. Notwithstanding anything in this Agreement to the contrary, and 11.1.1 notwithstanding unexpected circumstances, in no event shall the total of all 11.1.2 payments authorized, or actually made; hereunder exceed the Grant limitation 11.1.3 6. set forth in block 1,8 of these general provisions.
- 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, 11.2.1 or municipal authorities which shall impose any obligations or duty upon the 7 Subrecipient, including the acquisition of any and all necessary permits.
- RECORDS and ACCOUNTS! 7.1.
- 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 11.2.2 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 7.2. other similar documents.
  - Between the Effective Date and the date three (3) years after the Completion 11.2.3 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 -11.2.4 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 12. 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

#### .8. of these provisions 811.

PERSONNEL.

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The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in 12.2. the Project shall be qualified to perform such Project, and shall be properly

- 8.2. licensed and authorized to perform such Project under all applicable laws. 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 12.3. combined effort to perform the Project, to hire any person who has a
- 8.3., 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 hercunder. In the
  - event of any dispute hereunder, the interpretation of this Agreement by the 12.4. Grant Officer, and his/her decision on any dispute, shall be final.

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 13. 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.

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.

No data shall be subject to copyright in the United States or any other country by anyone other than the State

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.

The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data,

CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments bereunder 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.

EVENT OF DEFAULT: REMEDIES.

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"):

- Failure to perform the Project satisfactorily or on schedule; or
- Failure to submit any report required hereunder; or
- 11.1.4 Failure to maintain, or permit access to, the records required hereunder; or
- 11.2. Failure to perform any of the other covenants and conditions of this Agreement.
  - Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

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

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

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

Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

TERMINATION.

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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.

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.

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.

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.

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

Date 511821

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Subrecipient Initials: 1.) 2.) D.F. 

approval of the undertaking or carrying out of such Project, shall participate in 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the 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 18. 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, 19. 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. 20.
- 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 21. on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the 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 22, 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 assignce performing Project work to obtain and maintain in force, both for the benefit of the State, the following insúrance: 24.
- 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

- standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
- WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient. 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.

AMENDMENT. This Agreement may be smended, 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.

CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Subrecipient Initials: 1.)

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# <u>EXHIBIT A</u>

#### Scope of Services

- 1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the Town of Bennington (hereinafter referred to as "the Subrecipient") \$19,975.00 to purchase an Electronic Message Board.
- 2. "The Subrecipient" agrees that the project grant period ends August 31, 2022 and that a final performance and expenditure report will be sent to "the State" by September 30, 2022.
- 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.

Date 5/20/21

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Subrecipient Initials 1.)

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# EXHIBIT B

# Grant Amount and Payment Schedule

### 1. GRANT AMOUNT

	Applicant	Grant	
	Share	(Federal Funds)	Cost Totals
Project Cost	\$19,975.00	\$19,975.00	\$39,950.00
	Project Cost is 50%	Federal Funds, 50% Applic	ant Share
Awarding Agency:		anagement Agency (FEMA	
		nt Performance Grant (EMI	
		(CFDA) Number: 97.042	
		System (DUNS): 781384	

### 2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$19,975.00.
- b. "The State" shall reimburse up to \$19,975.00 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).
- c. Upon Governor and Executive Council Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, October 1, 2019, to the identified completion date (block 1.7).

Subrecipient Initials: 1.)	2)	a \[]	Data
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# 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.

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Date 5/18/21.

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Subrecipient Initials: 1.)

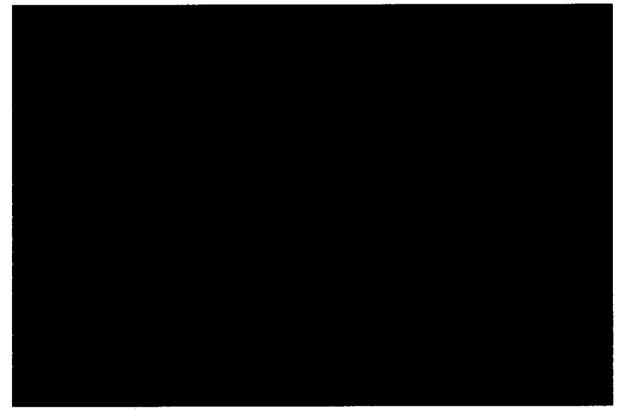
# Bennington Board of Selectmen May 18, 2021 6:00 PM Meeting Minutes

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Present: James Cleary, David Hardwick, David Foster

Public: Resident, Jeannette Regis

Chairman Cleary called the meeting to order at 6:00 p.m.



6:30 Keith Nason 'joined the meeting via zoom – Keith discussed the grant that has been approved, paperwork was before the Board for signatures. 100% grant funding for the LED Message Board, approximate funds are approximately \$19,975.00. Though the grant reflects a 50% match, Nason explained the Town is NOT responsible for anything, this is a 100% grant.

The Select Board, in a majority vote, accepted the terms of the EMPG as presented in the amount of \$19;975.00-to purchase an Electronic Wessage Board - Furthermore, the Board acknowledges that the total cost of this project will be \$39,950.00, in which the town will be responsible for a

May 18, 2021 Board of Selectmen Minutes Page | 1 50% match (\$19;975:00). Further, James Cleary, Chairman of Selectboard, is authorized to sign all documents related to the grant



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May 18, 2021 Board of Selectmen Minutes Page | 2



# **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.

rticipating Member: Member Number: Company Affording Coverage: imex3 Members as per attached Schedule of Members roperty & Liability Program Bow Brook Place 46 Donovan Street Concord, NH 03301-2624			xchange - Primex <sup>3</sup>	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration (mm/dd/y	Limits - NH Statutory Limit	s May Apply, If Not
X General Liability (Occurrence Form) Professional Liability (describe) Claims Occurrence Made	7/1/2021	7/1/202	Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)	\$ 5,000,000 \$ 5,000,000
Automobile Liability Deductible Comp and Coll: Any auto			 Combined Single Limit (Each Accident) Aggregate	
Workers' Compensation & Employers' Liability	1		Statutory	
			Each Accident	
			Disease — Each Employee	
			Disease - Policy Limit	
Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
	-	-	<u> </u>	<u>.</u>

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER: Additional Covered Party Loss Payee			Primex <sup>a</sup> – NH Public Risk Management Exchange		
			By:	Mary Eeth Parcett	
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			Date:	7/12/2021 mpurcetl@nhprimex.org Please direct inquires to: Primex <sup>3</sup> Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax	

Sullivan County	606
Sullivan School District	964
Sunapee School District	955
Surry School District	965
Swains Lake Village District	552
Tamworth School District	836
Thornton School District	758
Tilton Northfield Fire	567
Timberlane Regional School District	775
•	101
Town of Albany	
Town of Alexandria	102
Town of Alstead	104
Town of Amherst	106
Town of Andover	107
Town of Antrim	108
Town of Auburn	111
Town of Barnstead	112
Town of Barrington	113
Town of Bartlett	114
Town of Bath	115
Town of Belmont	117
(Town of Bennington	<u>(118</u>
Town of Benton	121
Town of Bow	123
Town of Bradford	124
Town of Brookfield	128
Town of Campton	130
Town of Canaan	131
Town of Carroll	134
Town of Charlestown	136
Town of Chatham	137
Town of Chester	138
Town of Clarksville	142
Town of Colebrook	143
Town of Columbia	144
Town of Cornish	147
Town of Dalton	149
Town of Danbury	150
Town of Deering	153
Town of Derry	154
Town of Dorchester	155
Town of Durham	160
Town of Eaton	163
Town of Enfield	166
Town of Epping	167
Town of Errol	169
Town of Farmington	171
Town of Fitzwilliam	172
Town of Gilsum	180
Town of Gorham	182
Town of Goshen	182
Town of Grafton	185
Town of Grantham	185
Town of Greenland	185
Town of Groton	189
Town of Hampstead	190
Town of Hampton	191
Town of Hancock	193
Town of Hanover	194
Town of Harrisville	195
Town of Haverhill	196
Town of Hebron	197
Town of Henniker	198
Town of Hinsdale	201



# **CERTIFICATE OF COVERAGE**

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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.

Participating Member: Member Number.			Company Affording Coverage:			
Primex3 Members as per attached Schedule of Members Workers' Compensation Program			Bow B 46 Do	any Affording Coverage: Public Risk Management Exchange - Primex <sup>3</sup> Brook Place onovan Street cord, NH 03301-2624 Limits - NH Statutory Limits May Apply, If Not: Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration (mm/dd/y)		Limits	- NH Statutory Limits	May Apply, If Not:
General Liability (Occurrence Form)				Each (	Occurrence	
Professional Liability (describe)			Г	Gener	al Aggregate	
Claims Occurrence					amage (Any one	
				Med E	xp (Any one person)	
Automobile Liability Deductible Comp and Coll:				Combi (Each Ai	ined Single Limit	
Any auto				Aggre	gate	
X Workers' Compensation & Employers' Liability	7/1/2021	7/1/202	22	X	Statutory	\$2,000,000
				Each /	Accident	\$2,000,000
				Diseas	Sê — Each Employee	
				Diseas	Se — Policy Limit	
Property (Special Risk includes Fire and Theft)				Blankel	Limit, Replacement	
					nless otherwise stated)	
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Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex <sup>a</sup> – NH Public Risk Management Exchange
	·····		By: Mary Ecth Porcell
NH Dept of Safety	,		Date: 7/12/2021 mpurcell@nhprimex.org
33 Hazen Dr. Concord, NH 03301			Please direct inquires to: Primex <sup>3</sup> Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Rye Beach Village District	453	
Salem Housing Authority	521	
SAU 7 Office	817	
SAU 19 Office	748	
Somersworth Housing Authority	533	
Southeast Regional Refuse Dist 53-B	536	
Southern New Hampshire Planning Commission	525	
Southwest New Hampshire District Fire Mutual Aid	538	
Southwest Region Planning Commission	566	
Stewartstown School District	790	
Strafford County	605	
Strafford County Conservation District	465	
Strafford Regional Planning Commission	562	
Swains Lake Village District	552	
Tilton & Northfield Aqueduct Co., Inc.	467	
Tilton-Northfield Water District	585	
Town of Acworth	100	
Town of Albany	101	
Town of Alexandria	102	
Town of Allenstown	103	
Town of Alstead	104	
Town of Alton	105	
Town of Andover	107	
Town of Antrim	108	
Town of Ashland	109	
Town of Atkinson	110	
Town of Auburn	111	
Town of Barrington	113	
Town of Bartlett	114	
Town of Bath	115	
Town of Bedford	116	
Town of Belmont	117	
(Town of Bennington)	(1318)	
Town of Bethlehem	119	
Town of Boscawen	122	
Town of Bow	123	
Town of Brentwood	125	
Town of Brentwood Town of Bristol	125 127	
Town of Bristol	127	
Town of Bristol Town of Brookfield	127 128	
Town of Bristol Town of Brookfield Town of Brookline	127 128 129	
Town of Bristol Town of Brookfield Town of Brookline Town of Campton	127 128 129 130	
Town of Bristol Town of Brookfield Town of Brookline Town of Campton Town of Canaan	127 128 129 130 131	
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Award Letter	• •		

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



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

Re: Grant No.EMB-2020-EP-00005

Dear Jennifer Harper:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2020 Emergency Management Performance Grants has been approved in the amount of \$3,535,345.00. As a condition of this award, you are required to contribute a cost match in the amount of \$3,535,345.00 of non-Federal funds, or 50.00 percent of the total approved project costs of \$7,070,690.00.

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 2020 Emergency Management Performance Grants Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

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 <a href="http://www.sam.gov">http://www.sam.gov</a>.

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 us to make the necessary updates and avoid any interruptions in the payment process.

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PAUL FRANCIS FORD Regional Administrator

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