




State of New Hampshire

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

JOHN J. BARTHELMES
COMMISSIONER

June 23, 2015

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

Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management requests authorization to enter into a grant agreement with the Town of Franconia (VC#177389-B001) for the purchase and installation of a generator at the community's Public Safety Building for a total amount of \$32,235.00. Effective upon Governor and Council approval through September 30, 2015. Funding source: 100% Federal Funds.

Funding is available in the SFY 2016 operating budget as follows:

02-23-23-236010-80920000	Dept. of Safety	Homeland Sec-Emer Mgmt	100% EMPG Local Match
072-500574	Grants to Local Gov't - Federal		
Activity Code: 23EMPG 2014			\$32,235.00

Explanation

The purpose of the project is to purchase and install an emergency generator at Franconia's Public Safety Building which houses the Emergency Operations Center (EOC), fire department, police department and the life squad. The generator will completely power the building greatly enhancing their ability to serve the needs of the community during a power outage, which is a frequent occurrence in the area. The grant listed above is funded from the FFY 2014 Emergency Management Performance Grant (EMPG), which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The grant funds are to be used to measurably improve all-hazard planning and preparedness capabilities/activities, to include mitigation, preparedness, response, and recovery initiatives at the state and local level. Grant guidance and applications are available to all Emergency Management Directors and other qualified organizations in the State. Grantees submit applications to this office, which are reviewed by the HSEM Planning Chief, Assistant Planning Chief and Field Representatives and approved by the HSEM Director. The criteria for approval are based on grant eligibility in accordance with the grant's current guidance and the documented needs of the local jurisdictions.

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

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

Respectfully submitted,

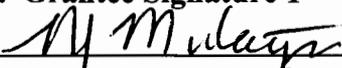
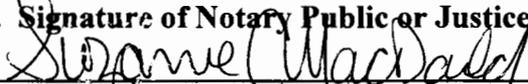

 John J. Barthelmes
 Commissioner of Safety

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Grantee Name Town of Franconia (VC#177389-B001)		1.4. Grantee Address PO Box 900 816 Profile Road, Franconia NH 03580	
1.5. Effective Date G&C Approval	1.6. Completion Date September 30, 2015	1.7. Audit Date N/A	1.8. Grant Limitation \$32,235.00
1.9. Grant Officer for State Agency Cindy Richard, EMPG Program Manager		1.10. State Agency Telephone Number (603) 223-3627	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Robert Munlagno, Chairman	
Grantee Signature 2 		Name & Title of Grantee Signor 2 Bernadette Costa, Selectman	
Grantee Signature 3 		Name & Title of Grantee Signor 3 Eric L. Melk, Selectman	
1.13. Acknowledgment: State of New Hampshire, County of Grafton, on 5/11/15 before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2. Name & Title of Notary Public or Justice of the Peace SUZANNE C. MACDONACO, Notary Expires 11/14/2017			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Elizabeth A. Bielecki, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution)			
By: 		Assistant Attorney General, On: 6/29/2015	
1.17. Approval by Governor and Council			
By:		On: / /	

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:36, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
 - 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the effective date").
 - 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
 - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
 - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
 - 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
 - 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
 - 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
 - 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
 - 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
8. PERSONNEL.
 - 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
 - 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
 - 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
 - 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
 - 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
 - 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
 - 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
 - 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
 - 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
 - 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials
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Date  5/14/15

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
 15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
 16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
 17. INSURANCE AND BOND.
 - 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
 - 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
 18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
 19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
 21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
 22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

MM

BC

Date 5/11/15

EXHIBIT A

Scope of Services

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the Town of Franconia (hereinafter referred to as "the Grantee") \$32,235.00 for the purchase and installation of a generator at the town's Public Safety Building which houses the Emergency Operations Center (EOC), Fire Department, Police Department and the Franconia Life Squad.
2. "The Grantee" agrees that the project grant period ends September 30, 2015 and that a final performance and expenditure report will be sent to "the State" by October 31, 2015.
3. "The Grantee" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. "The Grantee" shall maintain financial records, supporting documents, and all other pertinent records for a period of seven (7) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 50% cost share required by this grant.

Grantee Initials MM
Page 4 of 6

BC Date 5/11/15

EXHIBIT B

Grant Amount and Method of Payment

1. GRANT AMOUNT

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	\$32,235.00	\$32,235.00	\$64,470.00
Project Cost is 50% Federal Funds, 50% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Emergency Management Performance Grant (EMPG) EMW-2014-EP-APP-00061			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.042 (EMPG)			

2. PAYMENT SCHEDULE

- a. "The Grantee" agrees the total payment by "the State" under this grant agreement shall be up to \$32,235.00.

- b. "The Grantee" shall submit invoices to "the State" with supporting documentation, i.e., copies of purchase orders, vendor invoices, and/or cancelled checks. Upon review and approval of the invoices and supporting documentation, "the State" will forward the funds to "the Grantee". "The Grantee" shall expend the grant funds within 30 days. "The Grantee" will continue this process until they have drawn down the 50% match for their project.

Grantee Initials MMH
Page 5 of 6

BC

Date 5/11/16

EXHIBIT C

Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to “the Grantee” must be returned to “the State” if the grant agreement is terminated for any reason other than completion of the project.
3. Any funds advanced to “the Grantee” must be expended within 30 days of receiving the advanced funds.
4. The “Grantee” agrees to have an audit conducted in compliance with OMB Circular A-133, if applicable. If a compliance audit is not required, at the end of each audit period “the Grantee” will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$500,000). If required, they will forward for review and clearance a copy of the completed audit(s) to “the State”.

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

Grantee Initials MM
Page 6 of 6

DC Date 5/11/15

**MINUTES
FRANCONIA BOARD OF SELECTMEN MEETING**

Monday, May 11, 2015

A meeting of the Franconia Board of Selectmen was held at 3:00 pm on Monday May 11, 2015 at the Franconia Town Hall. Regular members in attendance were Bob Montagnò, Bernie Costa, Eric Meth, Sally Small and Suzy MacDonald

Guests of the Board – Paul Hatch, Allen Clark, Rick Gaudette

Also attending –Peter Grote, Lydia Cumbee, Mary Grote, Dawn Steele,

SELECTMEN'S TIME:

BOS Minutes 05/4/2015: Formal readings of the May 4, 2015 BOS meeting minutes were waived. The minutes of May 4, 2015 were approved with the following corrections.

Page 2 - *Would* he report to Scott Leslie on a day to day basis?

Page 2 - Harriet *stated* we should never accepted the contracts as written

Page 2 - *We* have spend the \$10,000 that the town has allotted.

Page 2 - Eric *said* Phil D'Avanza took over some of Donn's work.

Page 2 - *Does the electric time clock eliminate* anything that Donn was going to do *from any contractual obligation?*

Page 2- Because *you* are not completing the job we feel we don't owe you the money.

Page 2 - The board has agreed to send a letter that he has been paid in full for the work, *is* not owed any more money, and *you are under no contractual obligation to complete the job.*

Page 4 - Bruce Perlo *Jr* has been asked to join the Committee.

Page 4 - This additional *work* may not have been included as the initial site visit was a few years ago.

FOR CONSIDERATION OF APPROVAL:

Transaction List for 05/14/2015- The Board reviewed and signed the transaction list for 05/14/2015.

Interest Abatement - Menninger - Map 15/Lot 42 - The Board reviewed and signed the interest abatement for Menninger - Map 15/Lot 42.

Building Permit - Lafayette Regional - Pellet boiler -Allan Clark will review and the Permit will be presented at a later date.

05/11/2015

 **REVISED**
6-5-15

APPOINTMENTS:

3:00 pm - Public Hearing - NHDOS Grants - Paul Hatch introduced himself to the group. Paul is from the New Hampshire Department of Homeland Security and Emergency Management. Paul has worked with Mark Taylor to obtain two grants to purchase equipment for the Emergency Operations Center at the Public Safety Building. Generator and equipment to open emergency operations center was with funds from the two grants. Both grants are over \$10,000 and must have a public hearing and be specific for how the funds are being used. Grants are from FEMA, the signed instruments allow the State to turn the money over to the Town. Grant agreement will be signed by Governor's Council during the process. This is just another step to the approval. (Mark Taylor is on a life squad call and did not attend this meeting). It's a reimbursement to the Town, and all the key people know about this. Paul Hatch and Mark Taylor had to document and fill out the application to get approval.

Bob Montagno mentioned we have designated a portion of the Public Safety Building as an Emergency Operation Center. Does the town have any obligation to the state? The equipment becomes the town of Franconia's property. Record keeping is on the town. Is it appropriate to put signage on the building to designate EOC? Have other towns signed the building? This is a local decision. What is the timeline? Paul Hatch stated it can take 2-3 months to get the money.

Allan has reviewed all of the documents presented today. The Select Board reviewed a copy of the documents. The meeting was duly noticed in the paper.

Bernie asked a question in regard to page 5 and the dollar amounts. We have already done the town's match of funds.

First grant for EOC is for a generator and the Town is being asked to accept the grant in the amount of \$32,235.00 from the State of NH for installation at the Public Safety Building. The town's 50% share has been met thru the construction costs of the building. Total project cost is \$64,470.00 A motion was made by Bob Montagno, Bernie Costa seconded, A vote was taken and all were in favor. All documents were signed and notarized.

Peter Grote said if debt service has gone up it would be appropriate to use the grant to reduce debt. Mary Grote was not aware this was particularly a public meeting. This meeting was noticed in the local paper and a notice is hanging outside the Town Building.

Second grant moves to accept funds of \$41,719 for the purpose of equipping the Emergency Operations Center in the new Public Safety Building. The town has met its 50% match thru construction cost of the building. Total project is \$83,438. Any public comment? Bob made a motion to accept the grant, Eric Meth seconded. A vote was taken and all were in favor. All documents were signed and notarized.

Suzy will send by email a copy of the minutes to Paul Hatch.

3:30 pm - Rebecca Brown - Community Forest - MOU - Rebecca sent a copy of the MOU which deals with the Community Forest. Each of four towns has made a financial investment. ACT is trying to spell out all the details of the forest. One funder would like to see how this has all been figured out. This

05/11/2015



CERTIFICATE OF COVERAGE

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

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

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

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

<i>Participating Member:</i> Primex ³ Members as per attached Schedule of Members Property & Liability Program		<i>Member Number:</i>		<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
<i>Coverage Category</i>		<i>Effective Date (mm/dd/yyyy)</i>		<i>Expiration Date (mm/dd/yyyy)</i>	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2015	1/1/2016	Each Occurrence	\$ 5,000,000
				General Aggregate	\$ 5,000,000
				Fire Damage (Any one fire)	\$
				Med Exp (Any one person)	\$
	Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
	Workers' Compensation & Employers' Liability			<input type="checkbox"/> Statutory	
				<input type="checkbox"/> Each Accident	
				<input type="checkbox"/> Disease – Each Employee	
				<input type="checkbox"/> Disease – Policy Limit	
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible:
Description: Proof of Primex coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
NH Dept of Safety Hazen Dr Concord, NH 03301			By: <i>Tammy Downer</i>
			Date: 1/2/2015 <i>tdenver@nhprimex.org</i>
Please direct inquires to: Primex³ Risk Management Services 603-225-2841 phone 603-228-0650 fax			

Member	Member #	Property and Liability
Bay Sewage District	558	
Belknap County	607	
Cheshire County	601	
Cheshire County	601	
City of Claremont	141	
Lakes Region Mutual Fire Aid	529	
Lamprey Regional Solid Waste	505	
Merrimack County	604	
NH Public Risk Management Exchange	573	
Plainfield Village Water District	571	
Rockingham County	609	
Southern New Hampshire Planning Commission	525	
Stafford County	605	
Town of Alton	105	
Town of Ashland	109	
Town of Bedford	116	
Town of Croydon	148	
Town of Deerfield	152	
Town of Dummer	158	
Town of Exeter	170	
Town of Francestown	173	
→ Town of Franconia	174	
Town of Freedom	176	
Town of Gilford	178	
Town of Hampton Falls	192	
Town of Hollis	203	
Town of Meredith	235	
Town of Moultonborough	243	
Town of Newfields	250	
Town of Pembroke	267	
Town of Rindge	279	
Town of Rye	284	
Town of Stratham	301	
Town of Tuftonboro	313	
Town of Waterville Valley	518	
Town of Weare	321	
Town of Woodstock	332	



CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: Primex ³ Members as per attached Schedule of Members Workers Compensation Program		Member Number:		Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
COVERAGE CATEGORIES					
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				<input type="checkbox"/> Each Occurrence <input type="checkbox"/> General Aggregate <input type="checkbox"/> Fire Damage (Any one fire) <input type="checkbox"/> Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto				<input type="checkbox"/> Combined Single Limit (Each Accident) <input type="checkbox"/> Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability		1/1/2015	1/1/2016	<input checked="" type="checkbox"/> Statutory <input type="checkbox"/> Each Accident \$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)	<input type="checkbox"/> Deductible:
Description: Proof of Primex coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
NH Dept of Safety Hazen Dr Concord, NH 03301			By: Tammy Deane
			Date: 1/2/2015 tdenver@nhprimex.org Please direct inquires to: Primex³ Risk Management Services 603-225-2841 phone 603-228-0650 fax

Town of Ellsworth	165
Town of Epping	167
Town of Epsom	168
Town of Errol	169
Town of Exeter	170
Town of Farmington	171
Town of Francestown	173
→ Town of Franconia	174
Town of Freedom	176
Town of Fremont	177
Town of Gifford	178
Town of Gilmanton	179
Town of Gilsum	180
Town of Gorham	182
Town of Goshen	183
Town of Grafton	184
Town of Grantham	185
Town of Greenville	188
Town of Groton	189
Town of Hampstead	190
Town of Hampton Falls	192
Town of Hancock	193
Town of Harrisville	195
Town of Henniker	198
Town of Hollis	203
Town of Hopkinton	205
Town of Jaffrey	208
Town of Jefferson	209
Town of Kensington	211
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Town of Lancaster	214
Town of Langdon	216
Town of Lee	218
Town of Lempster	219
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Town of Litchfield	222
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Town of Loudon	225
Town of Lyman	226
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Town of Mason	234
Town of Meredith	235
Town of Milan	238
Town of Milford	239
Town of Milton	240
Town of Monroe	241
Town of Mont Vernon	242
Town of Moultonborough	243
Town of Nelson	244
Town of New Boston	246
Town of New Ipswich	253
Town of Newfields	250
Town of Newport	256
Town of Northfield	258
Town of Northumberland	260
Town of Northwood	261
Town of Nottingham	262
Town of Orange	263
Town of Orford	264
Town of Pembroke	267
Town of Pittsburg	270
Town of Plainfield	272