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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

April 24, 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 New Boston (VC#177444-B001) to purchase and install a generator for the community's Highway Department which is the alternate Emergency Operations Center (EOC) and primary fuel depot for a total amount of \$9,514.00. Effective upon Governor and Council approval through September 30, 2014. Funding source: 100% Federal Funds.

Funding is available in the SFY 2014 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: 23EM138092			\$9,514.00

### Explanation

The community's Highway Department provides critical services during disasters and as such it requires continuous power. The Highway Department is the primary fuel depot and the generator will ensure that the building is operational during power outages to refuel emergency vehicles. Additionally, the Highway Department serves as the community's alternate Emergency Operations Center (EOC). The grant listed above is funded from the FFY'13 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 sent out to all Emergency Management Directors and other qualified organizations in the State. Grantees submit applications to this office, which are reviewed and approved by the HSEM Planning Chief, Assistant Planning Chief and Field Representatives. The criteria for approval are based on grant eligibility in accordance with FFY'13 grant guidance and the documented needs of the local jurisdictions; a copy of this guidance is attached.

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 A 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

**New Hampshire Homeland Security and Emergency Management (NHHSEM)  
Emergency Management Performance Grant (EMPG) Guidance  
FFY 2013**

*(Grant Performance Period: October 1, 2012 through September 30, 2014)*

The purpose of the FY 2013 Emergency Management Performance Grant (EMPG) Program is to assist State and Local Governments and other eligible agencies in preparing for all hazards. EMPG focuses on Planning, Organization/Administrative, Equipment, Training, Exercises, Mitigation and Maintenance/Sustainment to enhance and sustain all-hazards emergency management capabilities.

As part of the FY 2013 EMPG Program, DHS-FEMA identified an overarching ***priority***:

***Advancing “Whole Community” Security and Emergency Management:*** *“Whole Community” fosters a national emergency management approach and considers all aspects of a community to effectively prepare for, protect against, respond to, recover from, and mitigate against any terrorist attack or natural disaster. As the country experiences threats of terrorist attacks (foreign and domestic) and natural disasters, communities are challenged to develop collective, local abilities to withstand the potential impacts of these events, respond quickly, and recover in a way that sustains or improves the community’s overall well-being. Achieving this collective capacity calls for innovative approaches across the community, including emergency management to build up existing practices, institutions, and organizations that help make local communities successful, and that can leverage this infrastructure if and when an incident occurs.*

**Effectiveness Measures – Quarterly Progress Reporting:** As part of the EMPG Program administration, grantees are ***required*** to provide quarterly reports that provide sufficient detail for NH HSEM to measure progress of the funded project(s). The EMPG Quarterly Report form is available on NH HSEM’s website at: <http://www.nh.gov/safety/divisions/hsem/grants/documents/empg-quarterly-form.doc>

**Cost Match:** The EMPG Program has a 50 percent (50%) Federal and 50 percent (50%) Local cost match (cash or in-kind) requirement. Unless otherwise authorized by law, Federal funds cannot be matched with other Federal funds. To meet matching requirements, the grantee contributions must be *reasonable, allowable, allocable, and necessary* under the grant program and must comply with all Federal requirements and regulations.

**Allowable Costs:** EMPG funding is available for projects that fall into the categories of – ***Planning, Organization/Administrative, Equipment, Training, Exercises, Mitigation and Maintenance & Sustainment***. The following list of possible projects and activities is meant to guide you in selecting projects for an EMPG grant submission. This list of suggested projects is not intended to be all-inclusive. Local communities or agencies may have other specific projects and activities that reflect specific local needs based on local capability assessments and local hazards.

***Planning***

FY 2013 EMPG Program funds may be used for a range of emergency management planning activities. Planning provides a methodical way to engage the whole community in thinking through the life cycle of potential crises, determining required capabilities, and establishing a framework for roles and responsibilities. Planning must include participation from all stakeholders in the community who are able to contribute critical perspectives and may have a role in executing the plan. Planning should be flexible enough to address incidents of varying types and magnitudes.

**Planning activities may include, but are not limited to, the following:**

- **Create/update your Local Emergency Operations Plan (LEOP) \*\*** consistent with the Comprehensive Preparedness Guide (CPG) 101 v.2 November 2010 which serves as the foundation for State and local emergency planning. CPG 101 can be found at:  
[http://www.fema.gov/pdf/about/divisions/npd/CPG\\_101\\_V2.pdf](http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf).
- **Develop/Enhance an All-Hazards Mitigation Plan\*\*** for your community, approvable by the Federal Emergency Management Agency (FEMA).
- Community-based planning to advance “whole community” security and emergency management.
- Modify existing incident management and emergency operations plans.
- Develop/enhance comprehensive emergency management plans.
- Develop/enhance large-scale and catastrophic event incident plans.
- Develop/enhance logistics and resource management plans.
- Develop/enhance local evacuation plans, including alerts/warning, crisis communications, sheltering, and re-entry.
- Develop/enhance volunteer and/or donations management plans.
- Prepare a hazard mitigation project proposal for submission to NH HSEM.
- Develop/enhance dam emergency action plans.
- Develop/enhance a Continuity of Operations Plan (COOP)/Continuity of Government Plan (COG), following the DHS program guidance.
- Develop a local debris management plan.
- Develop/enhance a local shelter plan.
- Develop/enhance emergency management and operations plans to integrate citizen/volunteer and other non-governmental organization resources and participation.
- Develop/enhance other response and recovery plans, following the DHS program guidance.

**\*\* A community must have the following two plans in place before NH HSEM will consider funding other projects: an updated LEOP and a FEMA approvable All-Hazards Mitigation Plan. Applicants may apply for funding for these plans in conjunction with other items.**

***Organization/Administrative***

EMPG Program funds may be used for all-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management. Proposed staffing activities should be linked to accomplishing emergency management-related projects and activities. This grant is project-driven.

**Organization/Administrative projects & activities may include, but are not limited to, the following:**

- Maintain/upgrade an Emergency Operations Center and/or alternate EOC capable of accommodating staff to respond to local emergencies.
- Establish and maintain a call-down list for EOC staff.
- Establish and maintain emergency response/recovery resource lists.
- Develop or update Emergency Management mutual aid agreements with a focus on damage assessment, debris removal, etc.
- Logistics and Resource Management, following the DHS program guidance.
- Develop and maintain written duties and responsibilities for Emergency Operations Center (EOC) staff positions and agency representatives (Checklist/Job Action Sheets).
- Develop and maintain Public-Private sector partnerships.
- Conduct a hazard analysis and risk assessment.
- Supply preparation.
- Develop public education and awareness information (i.e., brochures & pamphlets).
- Develop and maintain a list of private non-profit organizations within your local jurisdiction to ensure that these organizations are included in requests for public assistance funds.
- Develop/enhance financial and administrative procedures for use before, during, and after disaster events in support of a comprehensive emergency management program.
- Develop or update procedures for tracking of disaster-related expenses by local agencies.
- Program evaluations.
- Develop/enhance systems to monitor training programs.

### ***Equipment***

Allowable equipment categories for the FY 2013 EMPG Program are listed on the web-based version of the Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), which is sponsored by FEMA at <http://www.rkb.us>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

The **select allowable equipment** includes equipment from the following AEL Categories:

- [04] Information Technology
- [05] Cyber Security Enhancement Equipment
- [06] Interoperable Communications Equipment (see note below)
- [07] Detection Equipment
- [10] Power Equipment (i.e., generators)\*\*
- [11] CBRNE Reference Materials
- [12] CBRNE Incident Response Vehicles \*\*\*
- [14] Physical Security Enhancement Equipment
- [19] CBRNE Logistical Support Equipment
- [21] Other Authorized Equipment (i.e., equipment to support an EOC)

**\*\* Generators** - Generators for Dept. of Public Works facilities are considered LOW priority. NH HSEM cannot fund DPW “fuel depot” facilities. However, if the facility is previously identified in their Local Emergency Operations Plan as a shelter or Emergency Operations Center (EOC) (and this can be proven) then you may submit an application with the understanding that it would be considered after all other higher priority projects are processed. Generators are still allowed for sewer & water facilities, critical communication structures (i.e., towers with communication equipment), shelters, and EOCs. Contact the State EMPG Program Manager or your assigned HSEM Field Rep for eligibility of other “critical infrastructure” not listed here.

**\*\*\* Incident Response Vehicles** – Even though this equipment is eligible under the FEMA Authorized Equipment List (AEL), NH HSEM has a policy in place NOT to fund incident response vehicles.

If you have questions concerning the eligibility of equipment not specifically addressed in the AEL, please contact the State EMPG Program Manager for clarification.

**NOTE:** Grantees that are using FY 2013 EMPG Program funds to support emergency communications activities should comply with the *FY 2013 SAFECOM Guidance on Emergency Communication Grants*. The guidance provides recommendations to grantees seeking funding for interoperable emergency communications projects, including allowable costs, items to consider when funding emergency communications projects, grants management best practices for emergency communications grants, and information on standards that ensure greater interoperability. The guidance is intended to ensure that Federally-funded investments are compatible and support national goals and objectives for improving interoperability nationwide. SAFECOM guidance can be found at <http://www.safecomprogram.gov/library/lists/library/DispForm.aspx?ID=334>.

The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP).

### ***Training***

FY 2013 EMPG Program funds may be used for a range of emergency management-related training activities to enhance the capabilities of State and local emergency management personnel through the establishment, support, conduct, and attendance of training. Training should foster the development of a community oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

#### **Training Activities may include, but are not limited to, the following:**

- Attending training courses at the Emergency Management Institute.
- Attending a “field delivered” training course conducted by NH Fire Academy.
- Attending other local, state, or nationally sponsored training event that provides skills or knowledge relevant to emergency management.
- Completing FEMA Independent Study (IS) Courses.
- Identify and train a pre-identified local damage assessment team.
- Participation in NIMS/ICS Training
- Attending other FEMA-approved emergency management training
- Participation mass evacuation training at local and State levels.

#### **Allowable training-related costs include the following:**

**Funds Used to Develop, Deliver, and Evaluate Training** - Includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment.

- **Overtime and Backfill** - The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel** - Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.

### ***Exercises***

Exercises implemented with grant funds should evaluate performance of the capabilities required to respond to the exercise scenario. Exercise activities should follow HSEEP Guidance which can be found at <https://hseep.dhs.gov>. Grantees are encouraged to develop exercises that test their Local EOPs. *Before applying for EMPG funds for an exercise, please contact the State's Exercise/Training Officer on availability for HSEEP funding which is 100% compared to 50% under EMPG.*

### **Allowable exercise-related costs include:**

- Conduct multi-agency EOC exercise (tabletop or functional) and forward report to include after action reports to NH HSEM (external evaluation of exercise is strongly encouraged). Exercises might involve any of the following scenarios:
  - Hurricane Exercise
  - Terrorism Exercise
  - Severe Storm Exercise
- Conduct a communications exercise.
- Participate in a multi-state or multi-jurisdictional exercise.
- Observe or evaluate a State or local exercise outside your local jurisdiction.
- Assist local agencies and commercial enterprises (nursing homes, dams, prisons, schools, etc.) in developing, executing and evaluating their exercise.
- Assist local hospitals in developing, executing and evaluating mass care, hazmat, terrorism, and special events exercises.
- Funds Used to Design, Develop, Conduct and Evaluate an Exercise - This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Grantees are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities.
- Hiring of Contractors/Consultants – Contractors/consultants may be hired to support direct exercise activities. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- Overtime and Backfill - The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise projects (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).
- Other Items - These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment (e.g., portable toilets, tents), and the procurement of gasoline, exercise signs, badges, and other essential nondurable goods. Grantees are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations.

*Exercises (cont.)*

**Unauthorized exercise-related costs** include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage.
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct.

***Mitigation***

Prior to applying for EMPG funds to do a Mitigation Project, it is recommended to first inquire on hazard mitigation-type grants through the State Hazard Mitigation Officer at [hazmitplanning@dos.nh.gov](mailto:hazmitplanning@dos.nh.gov).

**Mitigation Activities** may include:

- Brick and mortar projects, such as, installing drainage ditches, enlarging culverts, or installing riprap. No annual maintenance activities allowed, such as brush removal, or drainage clearing.
- Communications activities, such as communications studies, compatibility studies, and/or purchasing of communications equipment for interoperability.

***Maintenance and Sustainment***

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active and future grant awards, unless otherwise noted. Grantees are reminded that **supplanting is not permitted under the EMPG Program**. Maintenance contracts and warranties, repair and replacement costs, upgrades, and/or user fees for equipment that was not originally purchased with preparedness (EMPG) grant funding may not be subsequently paid for with preparedness (EMPG) grant funding.

**Maintenance and Sustainment** may include:

- Maintenance Contracts and Warranties - To increase the useful life of the equipment, FEMA has determined that maintenance contracts and warranties may be purchased using grant funding from one Fiscal Year to cover equipment purchased with funding from a different Fiscal Year. The use of grant funding for the purchase of maintenance contracts and warranties must meet the following conditions:
  - Maintenance contracts and warranties may only be purchased for equipment that has been purchased using FEMA preparedness grant funding
  - To avoid supplementing Congressional appropriations for specific programs, maintenance contracts and warranties must be purchased using funds from the same grant program used to purchase the original equipment
  - The term of the Maintenance Contract shall not exceed the period of performance of the grant to which the contract is being charged.
  - Warranties are allowed to be purchased up front and can exceed the grant's period of performance.

### *Maintenance and Sustainment*

#### **Maintenance and Sustainment may include (cont.):**

- Repair and Replacement Costs - The cost of repair and replacement parts for equipment purchased using FEMA preparedness grant funding is an allowable expense.
  - Repair and replacement parts may only be purchased for equipment that has been purchased using FEMA preparedness grant funding
  - To avoid supplementing Congressional appropriations for specific programs, repair and replacement parts must be purchased using the same grant program used to purchase the original equipment
- Upgrades - FEMA preparedness grant funding may be used to upgrade previously purchased allowable equipment. For example, if the grantee purchased risk management software with EMPG Program funds in FY 2009 and would like to use FY 2013 grant funding to upgrade the software, this is allowable.
  - Upgrades may only be purchased for equipment that has been purchased using FEMA preparedness grant funding.
  - To avoid supplementing Congressional appropriations for specific programs, upgrades must be purchased using the same grant program used to purchase the original equipment.
- User fees - User fees are viewed as costs for specific services required to maintain and provide continued operation of equipment or systems. An example would be the recurring service fees associated with handheld radios or mobile data computers
  - User fees may only be paid for equipment that has been purchased using FEMA preparedness grant funding
  - To avoid supplementing congressional appropriations for specific programs, user fees must be paid for using the same grant program used to purchase the original equipment.
  - The service time purchased shall not exceed the period of performance of the grant to which the user fee is being charged.

### *Metropolitan Medical Response System (MMRS) Grant Program*

#### **MMRS Grant Programs:**

Although no longer funded as discrete grant programs, all activities and costs allowed under the Metropolitan Medical Response System (MMRS) grant program are allowable costs under the FY 2013 EMPG Program. Before applying, please contact the EMPG Program Manager to discuss project eligibility and availability of funds.

**Unallowable Costs/Items Not Funded**

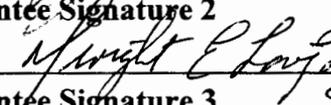
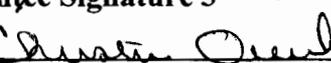
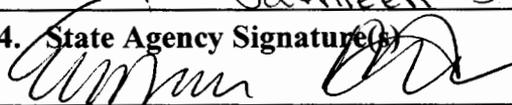
- General administrative projects. Administrative expenses must be directly connected to a specific Emergency Management-related project.
- The same/similar project will not be funded year after year.
- Expenditures for weapons systems and ammunition.
- Costs to support the hiring of sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.
- Activities unrelated to the completion and implementation of the EMPG Program.
- Other items not in accordance with the portions of the AEL and allowable costs listed above.
- Emergency Response Vehicles (i.e., command vehicles, mobile EOCs)
- Construction projects

# 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 New Boston (VC#17744-B001)		<b>1.4. Grantee Address</b> PO Box 250, New Boston, NH 03070	
<b>1.5. Effective Date</b> G&C Approval	<b>1.6. Completion Date</b> September 30, 2014	<b>1.7. Audit Date</b> N/A	<b>1.8. Grant Limitation</b> \$ 9,514.00
<b>1.9. Grant Officer for State Agency</b> Cindy Richard, EMPG Program Manager		<b>1.10. State Agency Telephone Number</b> (603) 223-3627	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Grantee Signature 1</b> 		<b>1.12. Name &amp; Title of Grantee Signor 1</b> Rodney Towne Selectman	
<b>Grantee Signature 2</b> 		<b>Name &amp; Title of Grantee Signor 2</b> Dwight E. Lovejoy Selectman	
<b>Grantee Signature 3</b> 		<b>Name &amp; Title of Grantee Signor 3</b> Christine Quirk - Selectman	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of Hillsborough, on 3/17/14, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace</b> (Seal)  exp 3/10/15			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> Cathleen J. Strausbaugh, Notary Public			
<b>1.14. State Agency Signature(s)</b> 		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> Elizabeth A. Bielecki, Director of Administration	
<b>1.16. Approval by Attorney General (Form, Substance and Execution)</b> By:  Assistant Attorney General, On: 4/28/2014			
<b>1.17. Approval by Governor and Council</b> By: _____ On: / /			

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



- 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.

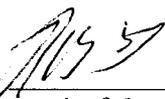
Grantee Initials WJR

Date 3/17/14

**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 New Boston (hereinafter referred to as “the Grantee”) \$9,514.00 to purchase and install a generator at the community’s Highway Department which is also the fuel depot for emergency response vehicles as well as the alternate Emergency Operations Center (EOC).
2. “The Grantee” agrees that the project grant period ends September 30, 2014 and that a final performance and expenditure report will be sent to “the State” by October 31, 2014.
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   
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 Date  3/17/14

**EXHIBIT B**

Grant Amount and Method of Payment

**1. GRANT AMOUNT**

	<b>Applicant Share</b>	<b>Grant (Federal Funds)</b>	<b>Cost Totals</b>
<b>Project Cost</b>	\$9,514.00	\$9,514.00	\$19,028.00
<b>Project Cost is 50% Federal Funds, 50% Applicant Share</b>			
<b>Awarding Agency:</b> Federal Emergency Management Agency (FEMA)			
<b>Award Title &amp; #:</b> Emergency Management Performance Grant (EMPG) 2013-EP-00057-S01			
<b>Catalog of Federal Domestic Assistance (CFDA) Number:</b> 97.042 (EMPG)			

**2. PAYMENT SCHEDULE**

- a. "The Grantee" agrees the total payment by "the State" under this grant agreement shall be up to \$9,514.00.
  
- 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 *MB*  
Page 5 of 6

*DLK* *CO*  
Date 3/17/14



**Town of New Boston  
Selectmen's Meeting  
March 17, 2014**

<b><u>PRESENT:</u></b>	Rodney Towne	Selectman
	Dwight Lovejoy	Selectman
	Christine Quirk	Selectman
	Peter Flynn	Town Administrator

Brandy Mitroff, Joe Constance, Road Agent Dick Perusse, Police Chief James Brace, Fire Chief Dan MacDonald of the public were present.

**A. CALL TO ORDER:** A regular meeting of the Board of Selectmen was called to order by Rodney Towne at 6:00M beginning with the Pledge of Allegiance.

**Consent Agenda-**The Selectmen signed the consent agenda. Rodney moved to approve the consent agenda. Dwight seconded the motion. All were in favor. 3-0 The Consent Agenda contained committee appointments for Brandy Mitroff to the Finance Committee, Ken Lombard to the Open Space Committee and David Litwinovich to the Planning Board.

**Reorganization of Board of Selectmen-Nomination and Election of a Chairperson:** Christine nominated Rodney as Chairperson. Dwight seconded the motion. All were in favor.

**Item 1: Public Hearing: Emergency Management Performance Grant Application Presentation by Chief Dan MacDonald:** Fire Chief Dan MacDonald and Road Agent Dick Perusse presented a grant to the Selectmen for approval. Last year they applied for a grant for a reliable generator for the Highway Department. This was brought before the Selectmen at their June 17, 2013 meeting. The state approved the application pending a public meeting with the Selectmen. The grant pays 50% of the costs. \$9,514 will be paid by the state grant for a 38K propane generator that will run the complete Highway Department facility. The town cost was allocated last year and will have no impact to the 2014 tax rate or budget. A 1000lb in-ground propane tank was purchased last year. Dwight moved to accept the Emergency Management Performance Grant for the Highway Department building under the Emergency Management system. Christine seconded the motion. All were in favor. 3-0 The Selectmen signed the grant agreement.

**B. PUBLIC FORUM:** None.

**C. APPOINTMENTS:**

**Item 2: Joe Constance-Applicant for Planning Board (Alternate):** Joe Constance applied for appointment to the Planning Board as an alternate. He has lived in New Boston for 25 years and done a lot of community service including four terms on the School Board and is currently on the Road Committee. He is semi-retired as a library manager but still teaches at St. Anselm College.

## 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> Company A: Local Government Center Property-Liability Trust, LLC Company B: Local Government Center Workers' Compensation Trust, LLC P.O. Box 617, Concord, NH 03302-0617	
<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"/> General Liability (Member Agreement Section III.A)	7/1/2013	6/30/2014	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"/> Automobile Liability (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 _____	7/1/2013	6/30/2014	Each Occurrence \$5,000,000
			Bodily Injury (per person) \$
			Bodily Injury (per accident) \$
			Property Damage (per accident) \$
<input type="checkbox"/> Excess Liability			Each Occurrence \$ N/A
			Aggregate \$ N/A
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2013	6/30/2014	\$Per scheduled limits and Member Agreement
<input type="checkbox"/> Workers Compensation (Coverage A) Employers' Liability (Coverage 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

Description: 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.		
Certificate Holder:  State of New Hampshire Department of Safety 33 Hazen Drive Concord, NH 03301	Companies  By: <u>Debra A Lewis</u> Authorized Representative Date Issued: <u>7/1/2013</u>	Please direct inquiries to:  Debra A. Lewis 603.226-1322 x3332

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

KENS	Town of Kensington
KESD	Kensington School District
LAKE	Lakes Region Mutual Fire Aid
LAKT	Lake Todd Village District
LAMP	Lamprey Regional Cooperative
LANC	Town of Lancaster
LAND	Town of Landaff
LEBA	City of Lebanon
LEDY	Ledyard Charter School
LEEE	Town of Lee
LEMP	Town of Lempster
LISB	Town of Lisbon
LITC	Town of Litchfield
LITT	Town of Littleton
LITW	Littleton Water and Light
LOCH	Lochmere Village District
LONE	SAU #12 - Londonderry
LOUD	Town of Loudon
LOWB	Lower Bartlett Water Precinct
LYMA	Town of Lyman
LYME	Town of Lyme
LYND	Town of Lyndeborough
MADB	Town of Madbury
MADI	Town of Madison
MARL	Town of Marlborough
MARS	Marlborough School District
MARW	Town of Marlow
MARX	Marlow School District
MASO	Town of Mason
MCCC	Making Community Connections Charter School
MERI	Meriden Village Water District
MERL	Meriden Volunteer Fire Department
MIDD	Town of Middleton
MIDW	MidWest NH Hazmat Mutual Aid District
MILA	Town of Milan
MILL	Mill Falls Charter School
MILM	Milford Area Communications
MILS	Milton School District
MILW	Millon Water District
MONA	SAU #93 - Monadnock Regional
MONT	Town of Mont Vernon
MOUN	Mountain Lakes Village District
NEBO	Town of New Boston
NEBS	New Boston School District
NECA	Town of New Castle
NEHA	Town of New Hampton
NEHP	New Hampton Village Precinct



## 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> Schedule of Primex WC Members Attached		<i>Member Number:</i>		<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not		
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	\$	
			General Aggregate	\$	
			Fire Damage (Any one fire)	\$	
			Med Exp (Any one person)	\$	
<input type="checkbox"/> Automobile Liability Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)		
			Aggregate		
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2013	7/1/2014	<input checked="" type="checkbox"/> Statutory		
			Each Accident	\$2,000,000	
			Disease - Each Employee	\$2,000,000	
			Disease - Policy Limit	\$	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)		
Description: Proof of Primex Member coverage only.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
NH Department of Safety 33 Hazen Dr Concord, NH 03301			By: <i>Tammy Downer</i>
			Date: 6/14/2013 tdenver@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

Town of Eaton	163
Town of Effingham	164
Town of Ellsworth	165
Town of Epping	167
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 Gilford	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 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
Town of Kingston	212
Town of Lancaster	214
Town of Langdon	216
Town of Lee	218
Town of Lempster	219
Town of Lincoln	220
Town of Litchfield	222
Town of Littleton	223
Town of Loudon	225
Town of Lyman	226
Town of Lyndeborough	228
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 Newmarket	255
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 Pittsburg	270
Town of Plainfield	272

# 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.