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State of New Hampshire

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

ROBERT L. QUINN
ASSISTANT COMMISSIONER

JOHN J. BARTHELMES
COMMISSIONER OF SAFETY

RICHARD C. BAILEY, JR.
ASSISTANT COMMISSIONER

April 1, 2019

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

Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management requests authorization to **retroactively** enter into a grant agreement with the Town of Campton (VC#177243-B002) to purchase and install a back-up generator in the amount of \$8,592.00. Effective upon Governor and Council approval for the period of through August 9, 2021. Funding source: 100% Federal Funds.

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

| | | |
|---------------------------|--|------------|
| 02-23-23-236010-29200000 | Dept. of Safety – Homeland Sec-Emer Mgmt – Hazard Mitigation Grant Program | |
| 072-500574 | Grants to Local Gov't - Federal | |
| Activity Code: 23EM138092 | | \$8,592.00 |

Explanation

This request is **retroactive** because HSEM was unaware, due to changing personnel, that a grant to Campton had been approved earlier in SFY 2019, resulting in a cumulative award amount totaling over \$10,000.00 for SFY 2019, which is why Governor and Council approval is being sought. HSEM is now tracking these grants through a spreadsheet accessible by all HSEM grants personnel.

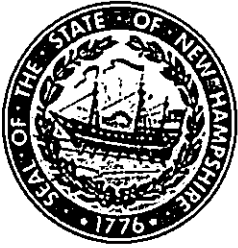
This grant provides for the Town of Campton to purchase a generator to install at Fire Station 3 in order to provide backup power to ensure continued operations during and after an event. The grant listed above is funded from the Hazard Mitigation Grant Program (HMGP), which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The HMGP provides funding to subrecipients for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. FEMA provides HMGP funds to states that, in turn, provide sub-grants or contracts for a variety of mitigation activities, such as planning and the implementation of projects identified through the evaluation of natural hazards.

The Hazard Mitigation Grant Program is 75% federally funded by the Federal Emergency Management Agency with a 25% match requirement supplied by the subrecipient. The subrecipient acknowledges their match obligation as part of Exhibit A and 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,

Richard C. Bailey, Jr.
Assistant Commissioner of Safety



State of New Hampshire Department of Safety

John J. Barthelmes, Commissioner

Robert L. Quinn, Assistant Commissioner

Richard C. Bailey, Jr., Assistant Commissioner

Homeland Security and Emergency Management

Perry E. Plummer, Director

Jennifer L. Harper, Assistant Director



March 1, 2019

Mr. Steven R. Lavoie, Director of Administration
NH Department of Safety
Business Office
33 Hazen Drive
Concord NH 03305

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 Campton (VC#177243-B002) to purchase and install a generator at Fire Station 3 for a total amount of \$8,592.00. Effective upon the Safety Business Office approval through August 9, 2021. Funding source: 100% Federal Funds.

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

| | | | |
|---------------------------|---------------------------------|------------------------|---------------------------------|
| 02-23-23-236010-29200000 | . Dept. of Safety | Homeland Sec-Emer Mgmt | Hazard Mitigation Grant Program |
| 072-500574 | Grants to Local Gov't - Federal | | |
| Activity Code: 23DR4329HM | | | \$8,592.00 |

Explanation

The purpose of this grant agreement is for the Town of Campton to purchase and install a generator at Fire Station 3, providing backup power to ensure continued operations during and after an event. The grant listed above is funded from the Hazard Mitigation Grant Program (HMGP), which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The HMGP provides funding to subrecipients for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. FEMA provides HMGP funds to states that, in turn, provide sub-grants or contracts for a variety of mitigation activities, such as planning and the implementation of projects identified through the evaluation of natural hazards.

The Hazard Mitigation Grant Program is 75% federally funded by the Federal Emergency Management Agency with a 25% match requirement supplied by the subrecipient. The subrecipient acknowledges their match obligation as part of Exhibit A and B to their grant agreement.

There are no General Funds required with this request. In the event that HMGP funds become no longer available, General Funds and/or Highway Funds will not be requested to support this program

Respectfully submitted,

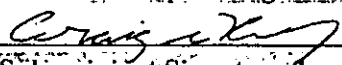


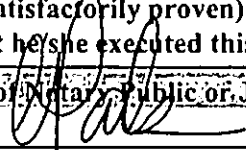

Whitney Welch
Assistant Planning Chief

Office: 110 Smokey Bear Boulevard, Concord, N.H.
Mailing Address: 33 Hazen Drive, Concord, N.H. 03305
603-271-2231, 1-800-852-3792, Fax 603-223-3609
State of New Hampshire TDD Access: Relay 1-800-735-2964

GRANT AGREEMENT

The State of New Hampshire and the Subrecipient 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. Subrecipient Name Town of Campton (VC#177243-B002) | | 1.4. Subrecipient Tel. #/Address 603-726-3223 12 Gearty Way, Campton, NH 03223 | |
| 1.5 Effective Date Business Office Approval | 1.6. Account Number AU #29200000 | 1.7. Completion Date August 9, 2021 | 1.8. Grant Limitation \$8,592.00 |
| 1.9. Grant Officer for State Agency Whitney Welch, Assistant Planning Chief | | 1.10. State Agency Telephone Number (603) 223-3667 | |
| "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b." | | | |
| 1.11. Subrecipient Signature: 1  | | 1.12. Name & Title of Subrecipient Signor 1 Craig S Keeney Selectman | |
| Subrecipient Signature 2  | | Name & Title of Subrecipient Signor 2 Sharon L Davis Selectman | |
| Subrecipient Signature 3  | | Name & Title of Subrecipient Signor 3 Daniel Boynton Selectman | |
| 1.13. Acknowledgment: State of New Hampshire, County of <u>GRAFTON</u> , on <u>2/25/19</u> , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12. | | | |
| 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 <u>CARINA PARK, NOTARY PUBLIC</u> Notary Public - State of New Hampshire My Commission Expires May 18, 2021 | | | |
| 1.14. State Agency Signature(s) By:  | | 1.15. Name & Title of State Agency Signor(s) Steven R. Lavoie, Director of Administration | |
| 1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: _____ Assistant Attorney General, On: / / | | | |
| 1.17. Approval by Governor and Council (if applicable) By: _____ On: / / | | | |

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

Subrecipient Initials: 1.) CSK 2.) SD 3.) DB Date: 2-25-19

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

4. EFFECTIVE DATE; COMPLETION OF PROJECT.

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

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

5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.

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

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

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

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.

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 SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.

7. RECORDS and ACCOUNTS.

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 connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

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

8. PERSONNEL.

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

8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

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

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

9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

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

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

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

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

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

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

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

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

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.

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

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

Subrecipient Initials: 1.) CSE 2.) SPD

3.) DR

Date: 2-25-19

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **SUBRECIPIENT'S RELATION TO THE STATE.** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
16. **INDEMNIFICATION.** The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE AND BOND.**
- 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required, or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supercedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Subrecipient Initials: 1.) CSK

2.) SCD

3.) DB

Date: 8-25-19

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 Campton (hereinafter referred to as "the Subrecipient") \$8,592.00 to purchase and install a generator at Fire Station 3.
2. "The Subrecipient" agrees to submit quarterly progress reports within fifteen (15) days after each quarter (April 15th, July 15th, October 15th, and January 15th) until all activities associated with the grant award have been completed.
3. "The Subrecipient" agrees that the project grant period ends August 9, 2021 and that a final performance and expenditure report will be sent to "the State" by September 9, 2021.
4. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
5. "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 Subrecipient" shall maintain documentation of the 25% cost share required by this grant.

Subrecipient Initials: 1.) CSK 2.) SPC 3.) JP

Date: 8-25-19

EXHIBIT B

Grant Amount and Method of Payment

1. GRANT AMOUNT

| | Applicant | Grant | |
|--|------------------|------------------------|--------------------|
| | Share | (Federal Funds) | Cost Totals |
| Project Cost | \$2,864.00 | \$8,592.00 | \$11,456.00 |
| Project Cost is 75% Federal Funds, 25% Applicant Share | | | |
| Awarding Agency: Federal Emergency Management Agency (FEMA) | | | |
| Award Title & #: Hazard Mitigation Grant Program (HMGP) FEMA-4329-DR-NH-12-R | | | |
| Catalog of Federal Domestic Assistance (CFDA) Number: 97.039 (HMGP) | | | |
| Applicant's Data Universal Numbering System (DUNS): 144265535 | | | |

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$8,592.00.
- b. "The State" shall reimburse up to \$8,592.00 to "the Subrecipient" upon "the State" receiving appropriate documentation of expended funds (i.e, copies of invoices and cancelled checks) and proof of match from "the Subrecipient".

Subrecipient Initials: 1.) CSK 2.) Sed 3.) DB

Date: 8-25-12

EXHIBIT C

Special Provisions

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

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

Subrecipient Initials: 1.) CSK 2.) Sod 3.) DB

Date: 2-25-19

1 MINUTES

2 SELECTMEN'S MEETING - PUBLIC HEARING

3 February 25, 2019

4 The Campton Board of Selectmen met at 6:30 pm at the Campton Municipal Building. Chairman Craig
5 Keeney, Vice Chair Karl Kelly, and Selectmen Bill Cheney, Sharon Davis, and Dan Boynton were present.
6 Town Administrator Carina Park and Road Agent Robert "Butch" Bain were present, along with Police
7 Chief Warn and Fire Chief Daniel Defosses. During the work session, the Board signed the manifests and
8 reviewed the bills.

9 **Call to Order:** Chairman Keeney called the meeting to order at 6:30 pm.

10 **Approval of Minutes:** Selectman Davis made a motion to approve the minutes from February 11, 2019
11 as corrected. Selectman Kelly seconded the motion, and the Board voted unanimously to approve the
12 Public and Non-Public Minutes.

13 **Privilege of the Floor:** Richard Martins, who has lived on Cindy Lane for fifteen years, brought up a
14 concern with the new town ordinance regarding snow in the roadways. He said with the amount of
15 snow this year, it is impossible to plow the driveway without moving it across the road. Mr. Martins
16 expressed that he feels Butch cares about what he does and does a good job but the residents on the
17 road have concern for the new policy.

18 Chairman Keeney said that the Board recently went through the process of approving an ordinance to
19 ban pushing snow into the travel path. The town and highway crew is continuously dealing with issues
20 when homeowners and contractors push snow from private driveways into the road when plowing or
21 snowplowing.

22 Butch said that he wants to work with the people, but it is difficult to clear snow when it hardens after
23 sitting there for a while.

24 Selectman Cheney said that the Board didn't have Cindy's Lane in mind when they created the
25 ordinance. It was more for people dumping snow in turnarounds. He said the goal is to educate
26 snowplow drivers to take care of their own snow which would save Butch the trouble of re-handling it.

27 Selectman Cheney continued that dumping snow on the roads can cause liability issues. He witnessed a
28 plow moving snow off the road that had just been sanded creating a bare patch of road.

29 Chief Warn said that the education process has to start with the town, and he doesn't plan to fine
30 anyone on this ordinance until the next snow season. He wants to define all the rules for the town so
31 that everyone understands the snow removal policies before we start fining for them. Jessica's Law
32 violations also result in snow being dumped onto the roadways.

33 Chairman Keeney said that the Board will have a discussion with the Chief about what we believe is
34 intent of the ordinance is and what is enforceable.

35 Selectman Kelly said that when he went up to Cindy's Lane, he said there was no mess, but it was
36 obvious that all the driveway snow was getting pushed across the road and unfortunately, we just need
37 to treat everyone the same.

38 Chairman Keeney said he and the Selectmen will talk amongst themselves, but he asked the residents to
39 do what they could for the rest of the season and work with Butch as much as possible.

40 **New Business:**

41 **1. NHDOT Town Road Map and Classification**

42

43 Carina said that there have been issues with the town road map not being correct. We need to
44 clarify the Class V and VI roads on the map. Butch suggested we cross-reference this map with
45 the Class V and VI roads so we have a more accurate map to share with the state. The Board
46 members all agreed that any money they spend on this project would be worth the dollars lost
47 or gained. An inaccurate map could cause lots of trouble. Chairman Keeney, Selectman Kelly,
48 and Selectman Cheney will work on this project, but they will make sure to post it as a work
49 session on the website.

50

51 **2. Chief Defosses – Vehicle Maintenance Quotes**

52

53 Chief Defosses got a few quotes on fixing the motor. He said that most of the professionals he
54 spoke with said that what C@R described happening in the motor is highly unlikely. Most of our
55 quotes for a new motor fall between \$12,000-\$15,000.

56

57 These professionals all said that the way to identify this problem is to tear the motor apart, not
58 just perform a compression test, which has been done so far.

59

60 Selectman Cheney asked why it has not been taken to Meredith Ford, so they can install the
61 upgrades as well. Chief Defosses replied that since they are a dealership, their labor charges are
62 much higher and they tend to get backlogged.

63

64 After some more discussion on pros and cons, the Board agreed that Chief Defosses should
65 contact Meredith Ford and explain the head gasket issue. If Meredith Ford does not want the
66 job, the Board agreed to send it to Winnepesaukee Truck. The Board would also want to change
67 the oil cooler and the turbo while we are in there.

68

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70 **3. HMPG Grant Acceptance-Substation Generator**

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72 The Town of Campton Board of Selectmen in a majority vote accept the terms of the Hazard
73 Mitigation Grant Program, as presented in the amount of \$8,592.00 for the Fire Station 3
74 generator project. Furthermore, the Board acknowledges that the total cost of this project will
75 be \$11,456 in which the town will be responsible for 25% match (\$2,864.00). Further, the Board
76 authorizes the Town Administrator to sign all documents related to the grant.

77



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: Primex3 Members as per attached Schedule of Members Property & Liability Program | | Member Number: | | Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ 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 checked="" type="checkbox"/> | General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence | 7/1/2018 | 7/1/2019 | Each Occurrence | \$ 5,000,000 |
| | | | | General Aggregate | \$ 5,000,000 |
| | | | | Fire Damage (Any one fire) | |
| | | | | Med Exp (Any one person) | |
| | Automobile Liability Deductible Comp and Coll: Any auto | | | Combined Single Limit (Each Accident) | |
| | | | | Aggregate | |
| | Workers' Compensation & Employers' Liability | | | Statutory | |
| | | | | Each Accident | |
| | | | | Disease - Each Employee | |
| | | | | Disease - Policy Limit | |
| | Property (Special Risk includes Fire and Theft) | | | Blanket Limit, Replacement Cost (unless otherwise stated) | |
| Description: Proof of Primex Member coverage only. | | | | | |

| | | | |
|--|---------------------------------|-------------------|---|
| CERTIFICATE HOLDER: | Additional Covered Party | Loss Payee | Primex³ - NH Public Risk Management Exchange |
| | | | By: <i>Tammy Downer</i> |
| NH Dept of Safety 33 Hazen Dr. Concord, NH 03301 | | | Date: 6/25/2018 tdenver@nhprimex.org |
| | | | Please direct inquiries to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax |

| | |
|--|-------|
| Souhegan Regional Landfill District | 590 |
| South Hampton School District | 844 |
| Southeastern New Hampshire Hazmat Mutual Aid | 583 |
| Southeastern New Hampshire Hazmat Mutual Aid | 583 |
| Southern NH Special Operations Unit | 595 |
| Southwest New Hampshire District Fire Mutual Aid | 538 |
| Stark School District | 831 |
| Stoddard School District | 854 |
| Strafford Regional Planning Commission | 562 |
| Strafford School District | 944 |
| Stratford School District | 832 |
| Stratham School District | 821 |
| Strong Foundations Charter School | 1213 |
| 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 |
| Town of Albany | 101 |
| 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 | 118 |
| 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 |



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.

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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: Primex3 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 | |
| | | Effective Date (month/year) | Expiration Date (month/year) | COVERAGE CATEGORIES | |
| <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 | | 1/1/2019 | 1/1/2020 | <input checked="" type="checkbox"/> Statutory | \$2,000,000 |
| | | | | Each Accident | \$2,000,000 |
| | | | | Disease - Each Employee | |
| | | | | Disease - Policy Limit | |
| <input type="checkbox"/> Property (Special Risk includes Fire and Theft) | | | | Blanket Limit, Replacement Cost (unless otherwise stated) | |
| Description: Proof of Primex Member coverage only. | | | | | |

| | | | |
|--|---------------------------------|-------------------|---|
| CERTIFICATE HOLDER: | Additional Covered Party | Loss Payee | Primex³ - NH Public Risk Management Exchange |
| NH Dept of Safety 33 Hazen Dr. Concord, NH 03301 | | | By: <i>Taming Downs</i> |
| | | | Date: 12/17/2018 tdenver@nhprimex.org |
| | | | Please direct inquiries to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax |

| | |
|--|-------|
| Rockingham Regional Planning Commission | 583 |
| 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 Regional Planning Commission | 562 |
| Swains Lake Village District | 552 |
| 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 | 118 |
| Town of Bethlehem | 119 |
| Town of Boscawen | 122 |
| Town of Bow | 123 |
| Town of Brentwood | 125 |
| Town of Bristol | 127 |
| Town of Brookfield | 128 |
| Town of Brookline | 129 |
| → Town of Campton | 130 ← |
| Town of Canaan | 131 |
| Town of Candia | 132 |
| Town of Canterbury | 133 |
| Town of Carroll | 134 |
| Town of Center Harbor | 135 |
| Town of Chesterfield | 139 |
| Town of Chichester | 140 |
| Town of Clarksville | 142 |
| Town of Colebrook | 143 |
| Town of Conway | 146 |
| Town of Cornish | 147 |
| Town of Croydon | 148 |
| Town of Dalton | 149 |
| Town of Deerfield | 152 |
| Town of Deering | 153 |
| Town of Dublin | 157 |
| Town of Dummer | 158 |
| Town of Dunbarton | 159 |
| Town of Durham | 160 |
| Town of East Kingston | 161 |
| Town of Easton | 162 |
| Town of Eaton | 163 |
| Town of Effingham | 164 |

U.S. Department of Homeland Security
FEMA Region I
99 High Street
Boston, MA 02110-2132



FEMA

January 29, 2019

Perry Plummer, Director
Homeland Security and Emergency Management
33 Hazen Dr.
Concord, NH 03305

Re: FEMA-4329-DR-NH
Hazard Mitigation Grant Program (HMGP) Project # 12-R
Fire Station 3 Generator, Campton, NH

Dear Director Plummer:

Enclosed please find the obligation reports for the following HMGP project:

| | | |
|-----------|--|-----------------|
| 4329-12-R | Town of Campton, New Hampshire Fire Station 3 Generator | \$ 8,592 |
| | Total: | \$ 8,592 |

The *grant* period of performance (POP) for FEMA-4329-DR-NH began on **August 9, 2017** and ends on **August 9, 2021**. POP extension requests must be received by FEMA at least 60 days prior to the grant POP termination date.

If you have any questions, please do not hesitate to call Ana Kerr with the FEMA Region I Mitigation Division at (617) 832-4714.

Sincerely,

A handwritten signature in black ink, appearing to read "Dean J. Savramis".

Dean J. Savramis
Director, Mitigation Division
FEMA Region I

cc: Whitney Welch, State Hazard Mitigation Officer, NH HSEM

Enclosures