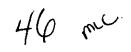
DEC24'18 AM11:52 DAS





JOHN J. BARTHELMES COMMISSIONER

State of New Hampshire

DEPARTMENT OF SAFETY OFFICE OF THE COMMISSIONER

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

December 12, 2018

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

Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) requests authorization to enter into a grant agreement with the Town of Epsom (VC#177257-B004) to purchase and install telephone systems at the Town's primary and secondary Emergency Operations Centers (EOCs) for a total amount of \$10,115.00. Effective upon Governor and Council approval through September 30, 2019. Funding source: 100% Federal Funds.

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

02-23-23-236010-80920000

Dept. of Safety

Homeland Sec-Emer Mgmt

100% EMPG Local Match

072-500574 Grants to Local Gov't - Federal

Activity Code: 23EMPG 2017

\$10,115.00

Explanation

The purpose of this grant is to provide funding to the Town of Epsom for the purchase and installation of telephone systems at the Town's primary and secondary Emergency Operations Centers (EOCs) to enhance emergency management capabilities. The grant listed above is funded from the FFY 2017 Emergency Management Performance Grant (EMPG), which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The grant funds are to be used to measurably improve all-hazard planning and preparedness capabilities/activities, to include mitigation, preparedness, response, and recovery initiatives at the state and local level. Grant guidance and applications are available to all Emergency Management Directors and other qualified organizations in the State. Subrecipients submit applications to this office, which are reviewed by the HSEM Planning Chief, Assistant Planning Chief and Field Representatives and approved by the HSEM Director. The criteria for approval are based on grant eligibility in accordance with the grant's current guidance and the documented needs of the local jurisdictions.

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

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

Respectfully submitted,

John J. Barthelmes Commissioner of Safety

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 1.3. Subrecipient Name Town of Epsom (VC#177257-B004) 1.5. Effective Date G&C Approval 1.6. Account Number AU #80920000 1.9. Grant Officer for State Agency Cindy Richard, EMPG Program Manager "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 S University of Signature S Lind Acknowledgment: State of New Hampshire, County of Neuron Signature S Lind Acknowledged that he/she executed this document in the capacity indicated will grow a signature of the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated will grow a signature of the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated will grow a signature of the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated will grow a signature of the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated will grow a signature of the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated will grow a signature of the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated will grow a signature of the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated will grow a signature of the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated will grow a signature of the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated will grow a signature of t			The second secon		
1.5 Effective Date G&C Approval 1.6. Account Number AU #80920000 1.9. Grant Officer for State Agency Cludy Richard, EMPG Program Manager "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. Subrecipier(Signature) 1.12. Name & Title of Subrecipier(Signature) 1.13. Acknowledgment: State of New Hampshire, County of Nethodology Subrecipier(Signature) 1.14. State Agency Telephone Number (603) 223-3627 "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b." 1.11. Name & Title of Subrecipier(Signature) 1.12. Name & Title of Subrecipier(Signature) 1.13. Acknowledgment: State of New Hampshire, County of Nethodology Subrecipier(Signature) 1.14. State Agency Signature of Notary Rubile or Justice of the Reaction of the County of Nethodology Subrecipier(Signature) 1.15. Name & Title of Subrecipier(Signature) 1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C. approval required) 1.17. Approval by Governor and Council (if applicable)	NH Department of Safety, Homeland		33 Hazen Drive		
1.10. State Agency Telephone Number (603) 223-3627 "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b." 1.11. Subscriptont Signature 1 1.12. Same & Title of Subscriptont Signor 2 (1.13. Acknowledgment: State of New Hampshire, County of Neuroland Torran Subscriptont Signor 3 1.13. Acknowledgment: State of New Hampshire, County of Neuroland Torran Subscriptont Signor 3 1.14. State Agency Title of Notary Publicor Justice of the Reace Subscripton					
Cindy Richard, EMPG Program Manager "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 I 1.12. Same & Title of Subrecipient Signor I 1.13. Acknowledgment: State of New Hampshire, County of Merrina L. Jame & Title of Subrecipient Signor I 1.13. Acknowledgment: State of New Hampshire, County of Merrina L. Jame & Title of Subrecipient Signor I 1.14. State Agency Signature (s) 1.15. Name & Title of Notary Rublic or Justice of the Reace 1.16. Approval by Attorney General (Form, Substance and Execution) (if G & Capproval required) 1.17. Approval by Governor and Council (if applicable)		·	· · · · · · · · · · · · · · · · · · ·		
1.12. Same & Titlo of Subrecipient Stenor I Subrecipient Signature 1.12. Same & Titlo of Subrecipient Stenor I Hugh Cun ley Chair Same & Titlo of Subrecipient Signor 2 Chair Subrecipient Signature 2 Same & Titlo of Subrecipient Signor 2 Chair Subrecipient Signar 2 Chair Subrecipient Signar 2 Chair Subrecipient Signor 2 Chair Subrecipient Signo	•		o , ,		
Subject plant Signature 2 Subject plant Signature 3 Subject plant Signature 4 Subject plant Signatu			h any public meeting requiren	nent for acceptance of this	
Subject Signature Signature Signor Subject Signor Signor Subject Signor	1.11. Subrecipient Signature 1				
Subrecipient Signatures 1.13. Acknowledgment: State of New Hampshire, County of Merring L. The Land Selection of Merring L. The Land L. T	Mbreefple: (Slengt) re 2		Name & Title of Subrectatent Stance 2		
1.13. Aeknowledgment: State of New Hampshire, County of Merrina (), on Merrin	Subrecipient Signature &		Name & Title of Subrecipient Stanor E		
1.13.2. Name & Title of Notany Public or Justice of the Peace Commission Commi	1.13. Acknowledgment: State of New Hampshire, County of Merrimack, on Me				
1.14. State Agency Signature(s) 1.15. Name & Title of Nate Agency Signature(s) 1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) 1.17. Approval by Governor and Council (if applicable)	Seal Val A Rocks of the				
By: On: /2//8/8 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: /20//2000 1.17. Approval by Overnor and Council (if applicable)	4 / 125 101 2022 1 2				
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: Assistant Attorney General, On: 1200 12000 1.17. Approval by Governor and Council (if applicable)	1,74MP3:W				
By: Assistant Attorney General, On: 1200 1200 1.17. Approval by Governor and Council (if applicable)					
By: On: / \(\frac{1}{2} \)	1.17. Approval by Overnor and Council (if applicable)				

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").





- 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 9.3. signature by the State Agency as shown in block 1.14 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all 9.4. reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
- 5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS:
- 5.1. PAYMENT.
 - The Grant Amount is identified and more particularly described in EXHIBIT
- 5.2. B, attached hereto.
- 5.3. The manner of, and schedule of payment shall be as set forth in EXHIBIT B. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums
- 5.4. required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, 11. and the complete, compensation to the Subrecipient for the Project. The State 11.1.
 5.5. shall have no liabilities to the Subrecipient other than the Grant Amount.
- Notwithstanding anything in this Agreement to the contrary, and 11.1.1 notwithstanding unexpected circumstances, in no event shall the total of all 11.1.2 payments authorized, or actually made, hereunder exceed the Grant limitation 11.1.3 set forth in block 1.8 of these general provisions.
 - COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. 11.2. 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.
- 7.1. RECORDS and ACCOUNTS.

Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in 11.2.2 connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

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

8.1. PERSONNEL.

7.2.

- The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in 12.2. the Project shall be qualified to perform such Project, and shall be properly
- 8.2. licensed and authorized to perform such Project under all applicable laws. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a 12.3. combined effort to perform the Project, to hire any person who has a
- 8.3. contractual relationship with the State, or who is a State officer or employee, elected or appointed.
 - The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the 12.4. Grant Officer, and his/her decision on any dispute, shall be final.
- 9.1. DATA: RETENTION OF DATA: ACCESS.
 - As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or 13. developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,





- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
 - On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
 - The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
 - CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments 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.
- 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"):
- 11.1.2 Failure to perform the Project satisfactorily or on schedule; or
- 1.1.3 Failure to submit any report required hereunder; or
- 11.1.4 Failure to maintain, or permit access to, the records required hereunder; or
- 1.2. Failure to perform any of the other covenants and conditions of this Agreement.
- Upon the occurrence of any Event of Default, the State may take any one, or 11.2.1 more, or all, of the following actions:
 - Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
- Give the Subrecipient a written notice of termination; 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 11.2.3 determines that the Subrecipient has cured the Event of Default shall never be
- paid to the Subrecipient; and

 11.2.4 Set off against any other obligation the State may owe to the Subrecipient any
 damages the State suffers by reason of any Event of Default; and
 - Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
- TERMINATION.
- 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.
- 2.2. 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.
- 2.3. 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.
 - Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
 - CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- 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.
- SUBRECIPIENT'S RELATION TO THE STATE. In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee 18. of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
- 15. ASSIGNMENT AND SUBCONTRACTS. The Subrecipient shall not assign, 19. or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
- INDEMNIFICATION. The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or 21. on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this 22. agreement.
- 17. INSURANCE AND BOND.
- 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
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 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

- approval of the undertaking or carrying out of such Project, shall participate in 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
 - WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient. NOTICE. Any notice by a party hereto to the other party shall be deemed to have
 - been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 - 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.
 - 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 assignces. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
 - THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 - ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 - SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.











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 Epsom (hereinafter referred to as "the Subrecipient") \$10,115.00 to purchase and install telephone systems at the town's primary and secondary Emergency Operations Centers (EOCs).
- 2. "The Subrecipient" agrees that the project grant period ends September 30, 2019 and that a final performance and expenditure report will be sent to "the State" by October 31, 2019.
- 3. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
- 4. "The Subrecipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 50% cost share required by this grant.





EXHIBIT B

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Applicant Share	Grant (Federal Funds)	Cost Totals	
Project Cost	\$10,115.00	\$10,115.00	\$20,230.00	
	Project Cost is 50%	Federal Funds, 50% A	pplicant Share	
Awarding Agency	Federal Emergency M	lanagement Agency (F	EMA)	
Award Title & #: I	Emergency Managemer	nt Performance Grant (EMPG) EMB-2017-00005-S01	
Catalog of Federal Domestic Assistance (CFDA) Number: 97.042 (EMPG)				
Applicant's Data U	Jniversal Numbering	System (DUNS): 100	793769	

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$10,115.00.
- b. "The State" shall reimburse up to \$10,115.00 to "the Subrecipient" upon "the State" receiving a reimbursement request with match documentation and appropriate backup documentation (i.e., copies of invoices, copies of canceled checks, and/or copies of accounting statements).









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.





3.) ***U**

Date By By Page 6 o

BOARD OF SELECTMEN MEETING

Monday, December 3, 2018
Call Meeting to Order 6:00PM

DRAFT

			Approved on	(Date)
JC	gh Curley √ hris Bowes √ ginia Drew √		or amended on	
Sta Fin Oth	iff Present: Kelly ance Administrato her Attendees: Jo	Dearborn-Luce, Town Admir. r. oni Kitson, Debbie Sargent, N	e-Chair and Virginia J. Drew, S nistrator/Recording Secretary at leadow Wysocki, Len Gilman, C pik, Qave Fiorentino and Dick F	nd Nancy Wheeler, Chief Preve, Kyle
Cha The	air Curley opened e group recited the	the meeting at 6:00PM. Pledge of Allegiance		
Sci Put Gra at t The Em ma Virg pre Tow ack for 6:4	heduled Time: blic Hearing for EC ant is for the Emer he primary (Fire D e project share cost ergency Managen tch of funds. ginia Drew made a sented in the amo was primary and se thowledges that the	DC Phone Grant was opened gency Management (Perform the partment) and secondary (st. is at 50% in the amount of ment Director, the location of the motion to accept the term ount of \$10,145.00 for the pure econdary Emergency Operate total cost of this project will ion was seconded by Chris I	Tat 6:00PM. Chair-Hugh Curley nance Grant) for the purpose of Selectmen's Office) Emergency \$10,115.00. The Board discuss the phones, the installation proof the Emergency Management rchase and installation of telephones Centers. The Board of Selectmen's Centers. The Board of Selectmen to the selectment of the Board of Selectmen to the selectment of the	explained that the a new phone system Operations Centers. Sed with Rick Bilodeau cess and the "in-kind Performance Grant a one systems for the electmen wn will be responsible earing continued until
The	e funds would be e	sed the request to encumber earmarked for the new teleph o encumber for the budget in	the Emergency Management F one system. Nancy Wheeler wi n January.	unds for next year.
Med	eting schedule, the	e new server and drives insta kt Friday and the purchase o	EP budget did not increase, the alled last week, purchase of a norders that have been submitted.	ew monitor, the



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/11/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Mary Ellen Snell, CIC Davis & Towle Morrill & Everett, Inc. PHONE (A/C, No, Ext): (603) 715-9754 FAX, No): (603) 225-7935 115 Airport Road Concord, NH 03301 TOOKESS: msnell@davistowle.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Travelers Insurance 19046 MSURFD INSURER B: Town of Epsom INSURER C: 940 Suncook Valley Highway INSURER D Epsom, NH 03234 INSURER F **COVERAGES** CERTIFICATE NUMBER <u>REVISION NUMBER:</u> THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. INSR LTR ADDL SUBR INSD WVD POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER Α X COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE CLAIMS-MADE X OCCUR DAMAGE TO RENTED PREMISES (Ea occurrence) ZLP 51M61731 7/1/2018 7/1/2019 100,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 GENERAL AGGREGATE X POLICY 1 1222 2,000,000 LOC PRODUCTS - COMPAOP AGG EMPLOYEE BENEFI 3,000,000 COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY 1,000,000 ANY AUTO 810-9G340759 7/1/2018 7/1/2019 BODILY INJURY (Per person) SCHEDULED AUTOS OWNED AUTOS ONLY BODILY INJURY (Per accident)
PROPERTY DAMAGE
(Per accident) HIRED AUTOS ONLY NON-SYMED X X UMBRELLA LIAR OCCUR 4,000,000 **EACH OCCURRENCE** ZUP 91M60798 FYCESS LIAD CLAIMS-MADE 7/1/2018 7/1/2019 4.000,000 AGGREGATE 10.000 DED X RETENTIONS WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PER STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DIŞEAŞE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. NH Dept. of Safety Division of Homeland Security & Emergency Mgmt.

ACORD 25 (2016/03)

33 Hazen Drive Concord, NH 03305

AUTHORIZED REPRESENTATIVE



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: Me			T 22		
Participating Member: Member Number:			Company Affording Coverage:		
Town of Epsom 1940 Suncook Valley Hwy PO Box 10 Epsom, NH 03234-0010	168	Bo 46		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 (mm/dd/y		Limits - NH Statutory Limit	s May Apply, If Not
General Liability (Occurrence Form)		1	1111	Each Occurrence	T -
Professional Liability (describe)				General Aggregate	1
Claims Occurrence				Fire Damage (Any one fire)	
· · · · · · · · · · · · · · · · · · ·				Med Exp (Any one person)	<u> </u>
Automobile Liability Deductible Comp and Coll: Any auto				Combined Single Limit (Each Accident) Aggregate	
X Workers' Compensation & Employers' Liability	1/1/2018	1/1/20	10	X Statutory	
	1/1/2019	1/1/20		Each Accident	\$2,000,000
	1/1/2010	17 17 207	20	Disease — Each Employee	\$2,000,000
				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 F	Pavee	Prim	ex ³ – NH Public Risk Manage	ment Exchange
			1	_	mont exchange
			By:	7ammy Denver	
Homeland Security & Emergency Management			Date:		
33 Hazen Dr Concord, NH 03305				Please direct inquir Primex ³ Clalms/Coveraç 603-225-2841 ph 603-228-3833 fi	ge Services one