



State of New Hampshire

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

JOHN J. BARTHELMES
COMMISSIONER

October 17, 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 Grantham (VC#177523-B002) to purchase an emergency management trailer, traffic control equipment, and an electronic message board for a total amount of \$22,527.00. 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			\$22,527.00

Explanation

The purpose of this grant is for the Town of Grantham to purchase an emergency management trailer, traffic control equipment, and an electronic message board to enhance the Town's 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

GRANT AGREEMENT

The State of New Hampshire and the Subrecipient hereby
Mutually agree as follows:
GENERAL PROVISIONS

I. 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 Grantham (VC#177523-B002)		1.4. Subrecipient Tel. #/Address 603-863-5608 300 NH Route 10 South, Grantham, NH 03753	
1.5 Effective Date G&C Approval	1.6. Account Number AU #80920000	1.7. Completion Date September 30, 2019	1.8. Grant Limitation \$22,527.00
1.9. Grant Officer for State Agency Cindy Richard, EMPG Program Manager		1.10. State Agency Telephone Number (603) 223-3627	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1 <i>Warren Kimball</i>		1.12. Name & Title of Subrecipient Signor 1 Warren Kimball, Selectman	
Subrecipient Signature 2 <i>Constance A. Jones</i>		Name & Title of Subrecipient Signor 2 Constance A. Jones, Selectman	
Subrecipient Signature 3 <i>Peter M. Garland</i>		Name & Title of Subrecipient Signor 3 Peter M. Garland, Selectman	
1.13. Acknowledgment: State of New Hampshire, County of <u>Sullivan</u> , <input checked="" type="checkbox"/> DI 0/10/17 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) <i>Ann M. Jasper</i>			
1.13.2. Name & Title of Notary Public or Justice of the Peace (Commission Expiration) <i>ANN M. JASPER, Justice of the Peace</i> <i>08/08/2023</i>			
1.14. State Agency Signature(s) By: <i>Steven R. Lavoie</i> On: <i>10/24/18</i>		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: <i>Wm J. D.</i> Assistant Attorney General, On: <i>10/31/2018</i>			
1.17. Approval by Governor and Council (if applicable) By: _____ On: <i> / /</i>			

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.) *WJK*

2.) *CAJ*

3.) *PMG*

Date: *10/30/2018*

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.)

2.)

3.)

Date:

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 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.

Subrecipient Initials

1.)

WORK

2.)

WORK

3.)

WORK

Date:

11/10/2015

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 Grantham (hereinafter referred to as "the Subrecipient") \$22,527.00 to purchase an emergency management trailer, traffic control equipment, and a portable electronic sign board.
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.

Subrecipient Initials:

1.) 

2.) 

3.) 

Date: 

EXHIBIT B

Grant Amount and Payment Schedule

I. GRANT AMOUNT

	Applicant	Grant	
	Share	(Federal Funds)	Cost Totals
Project Cost	\$22,527.00	\$22,527.00	\$45,054.00
Project Cost is 50% Federal Funds, 50% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Emergency Management Performance Grant (EMPG) EMB-2017-00005-S01			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.042 (EMPG)			
Applicant's Data Universal Numbering System (DUNS): 012791310			

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$22,527.00.
- b. "The Subrecipient" 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 match documentation, "the State" will forward the funds to "the Subrecipient". "The Subrecipient" shall expend the grant funds within thirty (30) days and provide proof of this to "the State" within forty-five (45) days.

Subrecipient Initials 1.) 

2.) 

3.) 

Date: 

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.) 

2.) 

3.) 

Date: 

Draft

Town of Grantham Board of Selectmen Meeting Minutes October 10, 2018

The meeting of the Board of Selectmen was called to order at 5:00pm on Wednesday, October 10, 2018, by Chairman Kimball. The meeting was held in the Grantham Town Building, Jerry Whitney Memorial Conference Room at 300 Route 10 South, Grantham, NH.

Present: Chairman Warren Kimball; Selectman Constance Jones; Selectman Peter Garland; Town Administrator Melissa White; Administrative Assistant Ann Jasper; Police Chief John Parsons; Fire Chief Justin Hastings; Assistant Fire Chief Jay Fountain; CIP Committee Members Peter James and Ralph Beasley; and Attorney Sheridan Brown;

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Town Administrator Melissa White.

APPROVAL OF MINUTES

A motion was made by Selectman Jones to approve the Comcast Cable Franchise Renewal Agreement Public Hearing minutes of September 12, 2018; seconded by Selectman Garland. ***Unanimously approved.***

CONSENT CALENDAR

1. Payroll Manifest #544
2. Accounts Payable Manifest #648
3. 2018 Property Tax Refund Request
4. Building Permits:
 - a. M/L 227-029-001; 966 Dunbar Hill Road – Lean-to-Shed
 - b. M/L 236-025-000; 125 Stocker Pond Road - Generator
5. Correspondence:
 - a. State of New Hampshire Public Utilities Commission: Notice was received from the State of New Hampshire Public Utilities Commission that energy code administration was revised by recent legislation. On August 7, 2018, House Bill 1472 (HB 1472) regarding the state building code and its provisions for energy conservation in new building construction went into effect. HB 1472 repealed RSA 155-D, thereby transferring administration of the state energy code from the Public Utilities Commission to individual municipalities in New Hampshire, except in cases where a municipality does not have an adopted building code enforcement mechanism.
 - b. NH Lottery: The New Hampshire Lottery Commission sent a letter reaching out to towns that have not approved the sale of KENO 603 offering to answer questions or send a representative from the Lottery to appear before the Board if the town is interested in placing an article on the town warrant.

Draft

- c. Upper Valley Lake Sunapee Regional Planning Commission 10/01/2018 E-Bulletin: The October 1, 2018 E-Bulletin was received from the Upper Valley Lake Sunapee Regional Planning Commission.

A motion to approve the Consent Calendar was made by Selectman Garland; seconded by Selectman Jones; **Unanimously approved.**

PUBLIC HEARING - Pursuant to NH RSA 31:95-b, the Grantham Board of Selectmen will hold a public hearing on Wednesday, October 10, 2018 at 5:00 PM, in the Jerry Whitney Memorial Conference Room at the Grantham Town Hall, to advise of the receipt of a \$22,527 Emergency Management Performance Grant from the New Hampshire Department of Safety, Homeland Security and Emergency Management for the purchase of an Emergency Management Trailer and Electronic Sign Board. Persons unable to attend the meeting who wish to provide written commentary may do so by mailing a letter to the Grantham Board of Selectmen, 300 Route 10 South, Grantham, NH 03753.

At 5:05pm, Chairman Kimball opened the Public Hearing to advise of the receipt of a \$22,527 Emergency Management Performance Grant from the New Hampshire Department of Safety, Homeland Security and Emergency Management for the purchase of an Emergency Management Trailer and Electronic Sign Board.

The public hearing was kept open for the duration of the meeting. There were no citizen comments in opposition to said action.

At 5:50pm, The Town of Grantham Board of Selectmen, in a unanimous vote motioned by Selectman Jones and seconded by Selectman Garland, accepted the terms of the Emergency Management Performance Grant as presented in the amount of \$22,527.00 for the purchase of an emergency management trailer, traffic control equipment, and a portable electronic sign board. Furthermore, the Board acknowledges that the total cost of this project will be \$45,054.00, in which the town will be responsible for a 50% match (\$22,527.00).

CITIZEN COMMENTS

Resident Peter James asked what the correspondence from the State of New Hampshire Public Utilities Commission is about (on the Consent Calendar). Town Administrator White explained that the state building code and its provisions for energy conservation in new building construction went into effect on August 7, 2018 transferring administration of the state energy code from the Public Utilities Commission to individual municipalities in New Hampshire, except in cases where a municipality does not have an adopted building code enforcement mechanism.

OLD BUSINESS

Stocker Brook Realty, LLC, et al v. Town of Grantham: No new information.



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
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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)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
<input type="checkbox"/> Workers' Compensation & Employers' Liability			<input type="checkbox"/> Statutory	
			Each Accident	
			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 By: <i>Tammy Dwyer</i> Date: 6/25/2018 tdwyer@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			

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Town of Milan	238
Town of Milford	239
Town of Milton	240
Town of Monroe	241
Town of Nelson	244
Town of New Castle	248
Town of New Durham	249
Town of New Hampton	251
Town of New London	254
Town of Newbury	247
Town of Newmarket	255
Town of Newport	256
Town of North Hampton	259
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 Pelham	266
Town of Peterborough	268
Town of Piermont	269
Town of Pittsburg	270
Town of Plainfield	272
Town of Plymouth	274



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 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
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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	7/1/2018	7/1/2019	<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>Tammy Denver</i>
			Date: 6/25/2018 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

SAU 24 Office	826
SAU 29 Office	751
SAU 34 Office	865
SAU 35 Office	938
SAU 39 Office	808
SAU 41 Office	835
SAU 44 Office	804
SAU 46 Office	753
SAU 48 Office	754
SAU 50 Office	800
SAU 53 Office	755
SAU 55 Office	777
SAU 56 Office	794
SAU 58 Office	830
SAU 67 Office	869
SAU 70 Office	845
Seabrook Beach Village District	448
Seabrook School District	843
Seacoast Charter School	1201
Shaker Regional School District	757
Somersworth School District	784
Souhegan Cooperative School District	778
Souhegan Regional Landfill District	590
South Hampton School District	844
Stark School District	831
Stoddard School District	854
Strafford School District	944
Strafford 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
Tamworth School District	836
Thornton School District	758
Tilton Northfield Fire	567
Timberlane Regional School District	775
Town of Amherst	106
Town of Barnstead	112
Town of Benton	121
Town of Bradford	124
Town of Charlestown	136
Town of Chatham	137
Town of Chester	138
Town of Columbia	144
Town of Danbury	150
Town of Derry	154
Town of Dorchester	155
Town of Enfield	166
Town of Fitzwilliam	172
Town of Grantham ←	185
Town of Greenland	187
Town of Hampton	191
Town of Hanover	194
Town of Haverhill	196
Town of Hebron	197
Town of Hinsdale	201
Town of Holderness	202
Town of Hooksett	204
Town of Hudson	206
Town of Landaff	215