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# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER

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

JOHN J. BARTHELMES  
COMMISSIONER

August 8, 2014

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

### Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management requests authorization to enter into a grant agreement with the Town of Troy (VC# 177489-B002) for a total amount of \$100,074.00 for implementation of projects identified through the evaluation of natural hazards. Effective upon Governor and Council approval through June 27, 2017. Funding source: 100% Federal Funds.

Funding is available in the SFY 2015 operating budget as follows:

02-23-23-236010-29200000	Dept. of Safety	HSEM	Hazard Mitigation Grant Program
072-500574	Grants-Federal – Grants to local Gov't – Federal		\$100,074.00

### Explanation

The Town of Troy will be acquiring the residence at 11 Barrett Street, demolishing the home and returning the area back to green space to eliminate the extensive and chronic flooding due to the property being located in the floodplain. The Hazard Mitigation Grant Program (HMGP) provides funding to states and communities (sub-applicants) 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 program cost share is 75% Federal funds and a 25% applicant soft-match. The sub-applicants will provide and document the program match requirements.

The State of New Hampshire solicits applications statewide. Notification of the availability of HMGP funds is made to every community by e-mail and by letters sent to the chief elected official of each community. The State of New Hampshire submits all applications received for program funding to the Federal Emergency Management Agency for their final approval. Applications that are determined to be cost effective and program eligible are then funded by FEMA in full; not every application submitted is determined to be program eligible. However, all applications that are determined to be eligible are funded at the requested dollar amount listed in their application, pending availability of adequate program funding.

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,

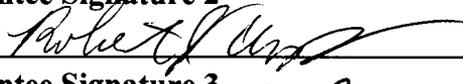
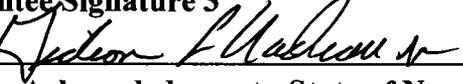
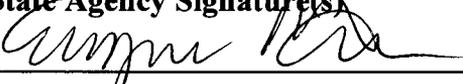
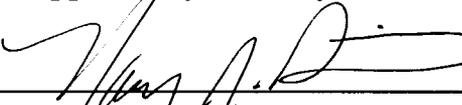
John J. Barthelmes  
Commissioner of Safety

# GRANT AGREEMENT

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

## GENERAL PROVISIONS

### 1. Identification and Definitions.

<b>1.1. State Agency Name</b> NH Department of Safety, Homeland Security and Emergency Management		<b>1.2. State Agency Address</b> 33 Hazen Drive Concord, NH 03305	
<b>1.3. Grantee Name</b> The Town of Troy		<b>1.4. Grantee Address</b> 16 Central Square Troy, NH 03465	
<b>1.5. Effective Date</b> G&C Approval	<b>1.6. Completion Date</b> June 27, 2017	<b>1.7. Audit Date</b> N/A	<b>1.8. Grant Limitation</b> \$100,074.00
<b>1.9. Grant Officer for State Agency</b> Elizabeth R. Peck		<b>1.10. State Agency Telephone Number</b> (603) 223-3655	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Grantee Signature 1</b> 		<b>1.12. Name &amp; Title of Grantee Signor 1</b> William Watson Selectman	
<b>Grantee Signature 2</b> 		<b>Name &amp; Title of Grantee Signor 2</b> Robert J. Kemp Selectman	
<b>Grantee Signature 3</b> 		<b>Name &amp; Title of Grantee Signor 3</b> GIDEON C. NADEAU SR SELECTMAN	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of <u>Cheshire</u> , on <u>7/14/14</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.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace</b> (Seal) 			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> CYNTHIA SATAS, NOTARY PUBLIC MY COMM. EXP. 12/08/2015			
<b>1.14. State Agency Signature(s)</b> 		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> <sup>date 8-1-14</sup> John Beardmore, Director of Administration	
<b>1.16. Approval by Attorney General (Form, Substance and Execution)</b> By:  Assistant Attorney General, On: <u>8/21/2014</u>			
<b>1.17. Approval by Governor and Council</b> By: _____ On: <u>1/1</u>			

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

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

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

**EXHIBIT A**  
**SCOPE OF WORK**

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the Town of Troy (hereinafter referred to as "the Grantee") \$100,074.00 within the Hazard Mitigation Grant Program.

"The Grantee" proposes to acquire the residence at 11 Barrett Street, demolish the home and return the area into green space to eliminate the extensive and chronic flooding caused by the property being in the floodplain.

"The Grantee" agrees that the period of performance ends June 27, 2017 and that a final performance and expenditure report will be sent to "the State" by July 26, 2017, 30 days after the period of performance ends.

2. **PROJECT REVIEW and CONDITIONS**

"The Grantee" shall comply with the project review and conditions as identified by the Federal Emergency Management Agency (FEMA). The FEMA Record of Environmental Consideration is attached to this agreement.

"The Grantee" shall submit quarterly progress reports starting with the quarter ending September 30, 2014 . These reports shall continue until the project is closed out.

"The Grantee" is responsible for the 25% cost share, which is \$33,358.00.

"The Grantee" shall maintain financial records, supporting documents, and all other pertinent records for a period of seven (7) years from the grant period of performance end date.

**EXHIBIT B**

**GRANT AMOUNT AND METHOD OF PAYMENT**

**1. GRANT AMOUNT**

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	\$ 33,358.00	\$ 100,074.00	\$ 133,432.00
Column Totals	\$ 33,358.00	\$ 100,074.00	\$ 133,432.00
The Project Cost is 75% Federal Funds, 25% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title and number: FEMA-4065-DR-HMGP-2-R			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.039 (HMGP)			

**2. FEE SCHEDULE**

The Grantee” agrees the total payment by “the State” under this grant agreement shall be up to, but will not exceed \$100,074.00.

“The State” shall reimburse up to \$100,074.00 to “the Grantee” upon “the State” receiving appropriate documentation of expended funds from “the Grantee”.

Should “the Grantee” need to make a request for an advancement of funds, upon approval of the grant agreement by the Governor and Council, this request must be submitted in writing to the State Hazard Mitigation Officer. The request must be made using the request for funds form. Request for funds should be made at least 4 – 6 weeks prior to the identified need, and shall be expended within thirty (30) days of receipt.

Proof of expenditures must be provided back to “the State” within thirty (30) days of receipt.

“The Grantee” based on expenditures, will need to request necessary funds for reimbursement. Additional reimbursement requests may be requested contingent upon documented expenditure of previous paid amounts.

*[Handwritten Signature]*  
*[Handwritten Date: 7-11-14]*

## EXHIBIT C

### SPECIAL PROVISIONS

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

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



**FEMA**

July 8, 2014

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

Re: FEMA-4065-DR-NH  
Hazard Mitigation Grant Program (HMGP) Project # 2-R  
11 Barrett Street Acquisition and Demolition, Troy, NH - Corrected

Dear Director Plummer:

This obligation letter corrects the original obligation letter dated June 27, 2014 for the following HMGP subgrant:

4065-2-R	Town of Troy, New Hampshire 11 Barrett Street Acquisition and Demolition	\$100,074
	<b>Total:</b>	<b>\$100,074</b>

The original obligation letter contained an incorrect *grant* period of performance (POP) for FEMA-4065-DR-NH; please disregard the POP set in the June 27, 2014 obligation letter. The correct *grant* POP start date for FEMA-4065-DR-NH is **November 25, 2013**. The *grant* POP will end three years from the date of the last *subgrant* obligation. Based on this *subgrant* obligation which was on June 27, 2014, the current POP end date for FEMA-4065-DR-NH is **June 27, 2017**.

If you have any questions, please do not hesitate to call Emily Hayes with the FEMA Region I Mitigation Division at (617) 956-7569.

Sincerely,

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

Dean J. Savramis  
Director, Mitigation Division  
FEMA Region I

cc: Beth Peck, State Hazard Mitigation Officer, NH HSEM

## SELECT BOARD MEETING MINUTES

### TOWN OF TROY

Monday, July 14, 2014 – 5:00 p.m.

Page 1 of 2

**Selectmen Present:** William T. Matson, Gideon L. Nadeau, Sr. and Robert J. Kemp, Jr.

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Chairman Matson called the meeting to order at 5:00 p.m.

#### Administrative Business:

- Payroll Register, July 14, 2014, reviewed and approved
- Accounts Payable Register, July 14, 2014, reviewed and approved
- Notice of Intent to Cut Wood or Timber, Philip Jalava, 51 Morse Street, Map 17 Lot 27, signed

Selectman Kemp **MOVED** to accept the Meeting Minutes of July 7, 2014 as presented. **SECOND:** Selectman Nadeau. **VOTE:** Unanimous.

The Selectmen reviewed the Unpaid Balances Report for tax year 2011 and prior with the following recommendations:

Chairman Matson **MOVED** to accept a Tax Collector's Deed for property known as 139-161 Bigelow Hill Road, Map 11 Lot 11, owned by Ronda L. Fish. **SECOND:** Selectman Nadeau. **VOTE:** Unanimous.

Chairman Matson **MOVED** to accept a Tax Collector's Deed for property known as 142-150 Bigelow Hill Road, Map 11 Lot 9, owned by Richard A. Pelto, Jr. **SECOND:** Selectman Kemp. **VOTE:** Unanimous.

Chairman Matson **MOVED** to accept a Tax Collector's Deed for property known as Map 8 Lots 14 and 15, two land only parcels on Forest Road, owned by Kenneth L. Reusser, Robert D. Wakefield and Robert C. Wakefield. **SECOND:** Selectman Nadeau. **VOTE:** Unanimous.

Selectman Nadeau **MOVED** to accept a Tax Collector's Deed for property known as 267 North Main Street, Map 20 Lot 14, owned by Thomas Travers. **SECOND:** Selectman Kemp. **VOTE:** Unanimous.

Selectman Nadeau **MOVED** to accept a Tax Collector's Deed for property known as Map 8 Lot 21, a land only parcel on Forest Road, owned by Robert C. Wakefield, Mary T. Wakefield and Robert D. Wakefield. **SECOND:** Selectman Nadeau. **VOTE:** Unanimous.

Chairman Matson **MOVED** to reaffirm delaying any action on tax deeding property known as 177 Quarry Road, Map 6 Lot 5, owned by Manuela Lloyd, until August 30, 2014. **SECOND:** Selectman Kemp. **VOTE:** Unanimous.

Chairman Matson **MOVED** to reaffirm delaying any action on tax deeding property known as 98 Monadnock Street, Map 12 Lot 13, owned by Jessie Quigley, until August 30, 2014. **SECOND:** Selectman Kemp. **VOTE:** Unanimous.

#### 6:00 Dennis Poirier and Charles Shaw

Discussion on a tribute to Pete Trudelle, a former Troy Police Officer and Troy Firefighter who lost his life in a vehicular accident in January 1963, when he intentionally drove his fuel truck into a bridge abutment as he attempted to avoid hitting a school bus. The Trudelle family has a monument rock, 4'x2', inscribed Troy's Man of Honor, which they would like to be placed in Troy. The family's choice would be the Town Common in proximity to the World War II Memorial.

Chairman Matson **MOVED** to approved setting the monument rock on the Town Common and planning for a tribute to honor Pete Trudelle. **SECOND:** Selectman Nadeau. **VOTE:** Unanimous.

6:20 Richard Thackston, Thackston Realtors of Keene

The Selectmen will investigate the cost for title insurance to issue a Warranty Deed for Map 13 Lot 70.

Chairman Matson **MOVED** to authorize Mrs. Satas to email the Deed without Covenants for Map 13 Lot 70 to Attorney Silas Little for an estimate on title insurance.

Other Business:

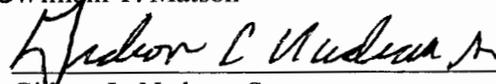
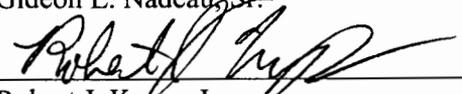
The Selectmen reviewed the Grant Agreement for 11 Barrett Street Acquisition and Demolition for the Town of Troy to enter into with the State of New Hampshire.

 Chairman Matson **MOVED** to accept the NH Department of Safety, Homeland Security and Emergency Management Grant for 11 Barrett Street Acquisition and Demolition, with a limitation of \$100,074, effective with Governor and Council approval, with a completion date of June 27, 2017. **SECOND:** Selectman Kemp. **VOTE:** Unanimous.

Chairman Matson **MOVED** to adjourn the meeting at 7:00 p.m. **SECOND:** Selectman Kemp. **VOTE:** Unanimous.

  
\_\_\_\_\_  
Cynthia N. Satas  
Administrative Assistant

**TROY SELECT BOARD:**

  
\_\_\_\_\_  
William T. Matson  
  
\_\_\_\_\_  
Gideon L. Nadeau, Sr.  
  
\_\_\_\_\_  
Robert J. Kemp, Jr.

## CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee box below, if checked.

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF EITHER OR BOTH OF THE COMPANIES AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<b>Participating Member:</b> All Members List Attached		<b>Companies Affording Coverage (the "Companies"):</b> Property-Liability Trust, Inc. PO Box 2008, Concord, NH 03302-2008													
<b>Coverage (Occurrence basis only):</b>	<b>Effective Date (mm/dd/yy)</b>	<b>Expiration Date (mm/dd/yy)</b>	<b>Limits (subject to applicable NH statutory limits)</b>												
<input checked="" type="checkbox"/> <b>General Liability (Member Agreement Section III.A)</b>	7/1/2014	6/30/2015	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td>\$5,000,000</td></tr> <tr><td>General Aggregate</td><td>\$</td></tr> <tr><td>Personal &amp; Adv Injury</td><td>\$</td></tr> <tr><td>Med Exp (any one person)</td><td>\$</td></tr> <tr><td>Products-Comp/Op Agg</td><td>\$</td></tr> <tr><td>Fire Damage (each fire)</td><td>\$</td></tr> </table>	Each Occurrence	\$5,000,000	General Aggregate	\$	Personal & Adv Injury	\$	Med Exp (any one person)	\$	Products-Comp/Op Agg	\$	Fire Damage (each fire)	\$
Each Occurrence	\$5,000,000														
General Aggregate	\$														
Personal & Adv Injury	\$														
Med Exp (any one person)	\$														
Products-Comp/Op Agg	\$														
Fire Damage (each fire)	\$														
<input checked="" type="checkbox"/> <b>Automobile Liability (Member Agreement Section III.A)</b> <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2014	6/30/2015	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td>\$5,000,000</td></tr> <tr><td>Bodily Injury (per person)</td><td>\$</td></tr> <tr><td>Bodily Injury (per accident)</td><td>\$</td></tr> <tr><td>Property Damage (per accident)</td><td>\$</td></tr> </table>	Each Occurrence	\$5,000,000	Bodily Injury (per person)	\$	Bodily Injury (per accident)	\$	Property Damage (per accident)	\$				
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Bodily Injury (per person)	\$														
Bodily Injury (per accident)	\$														
Property Damage (per accident)	\$														
<input type="checkbox"/> <b>Excess Liability</b>			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td>\$ N/A</td></tr> <tr><td>Aggregate</td><td>\$ N/A</td></tr> </table>	Each Occurrence	\$ N/A	Aggregate	\$ N/A								
Each Occurrence	\$ N/A														
Aggregate	\$ N/A														
<input checked="" type="checkbox"/> <b>Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000</b>	7/1/2014	6/30/2015	\$Per scheduled limits and Member Agreement												
<input type="checkbox"/> <b>Workers Compensation (Coverage A) Employers' Liability (Coverage B)</b>			<input type="checkbox"/> Statutory / Cov. A <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Accident / Cov. B</td><td>\$ 2,000,000</td></tr> <tr><td>Disease - Each Employee</td><td>\$ 2,000,000</td></tr> <tr><td>Disease - Policy Limit</td><td>\$ 2,000,000</td></tr> </table>	Each Accident / Cov. B	\$ 2,000,000	Disease - Each Employee	\$ 2,000,000	Disease - Policy Limit	\$ 2,000,000						
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Disease - Each Employee	\$ 2,000,000														
Disease - Policy Limit	\$ 2,000,000														
<b>Description: Proof of Coverage.</b>															

**CANCELLATION:** If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

<input type="checkbox"/> <b>Additional Covered Party</b> <input type="checkbox"/> <b>Loss Payee, as his, her or its interests appear</b>		
<i>Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*</i>		
<b>Certificate Holder:</b>  State of New Hampshire Department of Safety 33 Hazen Drive Concord, NH 03301	<b>Companies</b>  By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>7/1/2014</u>	<b>Please direct inquiries to:</b>  Debra A. Lewis 603.226-1322 x3332

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

Member Sort Name	Member Original Join Date	EndDate
Town of Tilton	11/1/1986	6/30/2015
X Town of Troy X	7/1/1993	6/30/2015
Town of Unity	7/1/2013	6/30/2015
Town of Wakefield	11/1/1986	6/30/2015
Town of Walpole	3/5/1995	6/30/2015
Town of Warner	7/1/1986	6/30/2015
Town of Warren	7/1/1986	6/30/2015
Town of Webster	3/27/1987	6/30/2015
Town of Wentworth	7/1/2001	6/30/2015
Town of Westmoreland	12/28/1987	6/30/2015
Town of Whitefield	7/1/1986	6/30/2015
Town of Wilmot	3/27/1987	6/30/2015
Town of Wilton	9/1/1986	6/30/2015
Town of Winchester	1/1/1995	6/30/2015
Town of Windsor	7/1/1988	6/30/2015
Troy Redevelopment Group, Inc.	9/1/2004	6/30/2015
Troy Water & Sewer	7/1/1997	6/30/2015
Village District of Eastman	1/1/1989	6/30/2015
Village District of Eidelweiss	3/27/1987	6/30/2015
Village of Little Boar's Head	10/1/2010	6/30/2015
Village of Northwood Ridge Water District	7/1/1990	6/30/2015
Virtual Learning Academy Charter School	7/1/2008	6/30/2015
Wakefield School District	7/1/2012	6/30/2015
Walpole Fire District	4/1/2004	6/30/2015
Warner Village Water District	6/30/1989	6/30/2015
Washington School District	7/1/2007	6/30/2015
Waterville Estates Village District	7/1/2006	6/30/2015
Waterville Valley School District	7/1/2007	6/30/2015
Wentworth School District	7/1/2007	6/30/2015
West Ossipee Fire Precinct	5/1/2005	6/30/2015
Westmoreland School District	7/1/2006	6/30/2015
Wilton Public & Gregg Library	9/1/1986	6/30/2015
Wilton-Lyndeborough Youth Center	9/1/1986	6/30/2015
Windsor School District	7/1/2007	6/30/2015
Woodsville Fire District	7/15/2001	6/30/2015
Woodsville Water & Light Dept	7/1/1998	6/30/2015

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<b>Participating Member:</b> Member Number:	<b>Workers Compensation</b> (List Attached)	<b>Companies Affording Coverage (the "Companies"):</b>  Property-Liability Trust, Inc. PO Box 2008, Concord, NH 03302-2008		
<b>Coverage (Occurrence basis only):</b>	<b>Effective Date</b> (mm/dd/yyyy)	<b>Expiration Date</b> (mm/dd/yyyy)	<b>Limits</b> (subject to applicable NH statutory limits)	
<input type="checkbox"/> <b>General Liability</b> (Member Agreement Section III.A)			Each Occurrence	\$5,000,000
			General Aggregate	\$
			Personal & Adv Injury	\$
			Med Exp (any one person)	\$
			Products -Comp/Op Agg	\$
<input type="checkbox"/> <b>Automobile Liability</b> (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other: _____			Each Occurrence	\$5,000,000
			Bodily Injury (per person)	\$
			Bodily Injury (per accident)	\$
			Property Damage (per accident)	\$
<input type="checkbox"/> <b>Excess Liability</b>			Each Occurrence	\$ N/A
			Aggregate	\$ N/A
<input type="checkbox"/> <b>Property (All Risk including Theft)</b> (Member Agreement Section I) Deductible: \$1,000				\$Per scheduled limits and Member Agreement
<input checked="" type="checkbox"/> <b>Workers Compensation (Coverage A)</b> Employers' Liability (Coverage B)	7/1/2014	8/30/2015	<input type="checkbox"/> Statutory / Gov. A	
			Each Accident / Gov. B	\$ 2,000,000
			Disease - Each Employee	\$ 2,000,000
			Disease - Policy Limit	\$ 2,000,000
<b>Description: Proof of Coverage</b>				

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Workers Compensation Members  
as of July 2, 2014

Town of Richmond	01-Jan-00	30-Jun-15
Town of Rollinsford	01-Jan-05	30-Jun-15
Town of Springfield	01-Jan-05	30-Jun-15
Town of Stark	03-Feb-00	30-Jun-15
Town of Stewartstown	01-Jan-07	30-Jun-15
Town of Sugar Hill	01-Jan-05	30-Jun-15
Town of Sutton	01-Jan-05	30-Jun-15
Town of Swanzey	01-Jan-00	30-Jun-15
Town of Tilton	01-Jan-02	30-Jun-15
* Town of Troy *	01-Jan-06	30-Jun-15
Town of Walpole	01-Jan-06	30-Jun-15
Town of Warner	01-Jan-06	30-Jun-15
Town of Webster	01-Jan-09	30-Jun-15
Town of Wentworth	01-Jul-01	30-Jun-15
Town of Winchester	01-Jan-09	30-Jun-15
Troy Water & Sewer	01-Jan-12	30-Jun-15
Village District of Eastman	01-Jan-02	30-Jun-15
Wakefield School District	01-Jul-12	30-Jun-15
Washington School District	01-Jul-07	30-Jun-15
Waterville Estates Village District	01-Jul-06	30-Jun-15
West Ossipee Fire Precinct	01-May-05	30-Jun-15
Westmoreland School District	01-Jul-06	30-Jun-15
Windsor School District	01-Jul-07	30-Jun-15

# TITLE I THE STATE AND ITS GOVERNMENT

## CHAPTER 21-P DEPARTMENT OF SAFETY

### Homeland Security and Emergency Management

#### Section 21-P:43

**21-P:43 Appropriations and Authority to Accept Services, Gifts, Grants, and Loans.** – Each political subdivision may make appropriations in the manner provided by law for making appropriations for the ordinary expenses of such political subdivision for the payment of expenses of its local organization for emergency management. Whenever the federal government or any federal agency or officer offers to the state, or through the state to any of its political subdivisions, services, equipment, supplies, materials, or funds by way of gift, grant, or loan for purposes of emergency management the state, acting through the governor, commissioner, or such political subdivision, acting with the consent of the governor and through its executive officer, city council, or board of selectmen, may accept such offer, subject to the terms of the offer and the rules and regulations, if any, of the agency making the offer. Whenever any person, firm or corporation offers to the state or to any of its political subdivisions services, equipment, supplies, materials, or funds by way of gift, grant, or loan for purposes of emergency management the state, acting through the governor, or such political subdivision, acting through its executive officer, city council, or board of selectmen, may accept such offer, subject to its terms.

**Source.** 2002, 257:7, eff. July 1, 2002.