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JOHN J. BARTHELMES COMMISSIONER State of New Hampshire

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

November 7, 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 Lisbon (VC#177425-B001) for the purchase and installation of a generator at the Town's Emergency Operations Center (EOC) for a total amount of \$31,353.00. 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 Go | ov't - Federal  |                        |                       |
| Activity Code: 23EMPG 2017    |                 |                        | \$31,353.00           |

#### Explanation

The purpose of this grant is for the Town of Lisbon to purchase and install a generator at the Town's Emergency Operations Center (EOC) 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,

ohn J. Barthelmes

Commissioner of Safety

TDD ACCESS: RELAY NH 1-800-735-2964

#### **GRANT AGREEMENT**

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

| 1. Identification and Defin  |   |   |   |  |
|--|---|---|---|--|
| 1.1. State Agency Name<br>NH Department of Safety, Homeland<br>Security and Emergency Management   |   | 1.2. State Agency Address<br>33 Hazen Drive<br>Concord, NH 03305  |   |  |
| 1.3. Subrecipient Name<br>Town of Lisbon (VC#177425-B001)  |   | 1.4. Subrecipient Tel. #/Address 603-616-6530<br>46 School Street, Lisbon, NH 03585   |   |  |
| 1.5 Effective Date<br>G&C Approval   |   |   | 1.8. Grant Limitation<br>\$31,353.00  |  |
| 1.9. Grant Officer for S<br>Cindy Richard, EMP   |   | 1.10. State Agency Tele<br>(603) 223-3627   | phone Number  |  |
| "By signing this form we cer<br>grant, including if applicable   |   | h any public meeting requiren   | nent for acceptance of this   |  |
| 1.11. Subrecipient/Sign  | ature II  | 1.12. Name& Title of St<br>Scott Champtone - Ch   | ubrecipientiSignori<br>Aiman Goard of Sclar   |  |
| Muchor ne Manadare   | 2   | NAME & THE & Subree   | fplent Signor 2   |  |
| Artur, / and   |   | ARTNOR P. Douto,  | He > Elecondari   |  |
| Subrecipient/Signature   | <b>3</b>  | Name & Title of Subree  |   |  |
| Subnecipient/Signature<br>1.13. Acknowledgment:<br>  | State of New Hampshir<br>ersigned officer, persona<br>ctorily proven) to be the p<br>re executed this documen   | Name & Milleof Subree<br>e, County of GRAF to ~<br>Illy appeared the person i<br>person whose name is sign<br>it in the capacity indicate   | ipient(Signor 5<br>, pn<br>dentified in block 1.12.,<br>ned in block 1.11., and   |  |
| Subnecipient/Signature<br>1.13. Acknowledgment:<br>  | State of New Hampshir<br>ersigned officer, persona<br>ctorily proven) to be the p<br>re executed this documen   | Name & Milleof Subree<br>e, County of GRAF to ~<br>Illy appeared the person i<br>person whose name is sign<br>it in the capacity indicate   | ipient(Signor 5<br>, pn<br>dentified in block 1.12.,<br>ned in block 1.11., and   |  |
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| 1.13. Acknowledgment:<br>1.13. Acknowledgment:<br>1.13. Acknowledgment:<br>1.14. State Agency Signature<br>1.14. State Agency Signatur   | State of New Hampshir<br>ersigned officer, persona<br>ctorily proven) to be the p<br>ne executed this documen<br>any <u>Rublicor Justiceoff</u><br><u>Notary Rublicor Justice</u><br>TRELFA, TO<br>rature(s)<br><u>On: 1/114/8</u><br>mey General (Form, Subs | Name & Title of Subree<br>e, County of Graffor<br>Illy appeared the person is<br>person whose name is sign<br>it in the capacity indicate<br>hereace Jemile<br>offthereace Count<br>offthereace Count<br>OWN CLERK<br>1.15. Name & Title of Si                      | ipient(Signor)<br>, pr<br>dentified in block 1.12.,<br>ned in block 1.11., and<br>d in block 1.12.  |  |
| Subnecipient/Signature<br>1.13. Acknowledgment:<br>1.13. Acknowledgment:<br>1.14. State Agency Signature of No<br>1.14. State Agency Signature<br>By:<br>1.16. Approval by Attor   | State of New Hampshir<br>ersigned officer, persona<br>ctorily proven) to be the p<br>ne executed this documen<br>any <u>Rublicor Justiceoff</u><br><u>Notary Rublicor Justice</u><br>TRELFA, TO<br>rature(s)<br><u>On: 1/114/8</u><br>mey General (Form, Subs | Name & Thitle of Subree<br>e, County of GAAF6A<br>Ily appeared the person is<br>person whose name is sign<br>t in the capacity indicate<br>he Reace Jewije<br>off the Reace To<br>Steven R. Lavoie, Direct<br>tance and Execution) (if Ga<br>ttorney General, On: 7 | ipient(Signor)<br>, pr<br>dentified in block 1.12.,<br>ned in block 1.11., and<br>d in block 1.12.  |  |

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2. <u>SCOPE OF WORK</u>: 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").



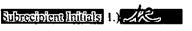
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- 3. AREA COVERED, Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire. 92
- EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations 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")
- GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: 5. 5.1. PAYMENT.
- The Grant Amount is identified and more particularly described in EXHIBIT 5.2. B. attached bereto.
- 5.3. The manner of, and schedule of payment shall be as set forth in EXHIBIT B. 10. 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
- 6. 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, 11.2.1 or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits. 7.
- 71
- - 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 days after giving the Subrecipient notice of termination; and 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 11.2.3 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 11.2.4 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 12. matters covered by this Agreement. As used in this paragraph, "Subrecipient" 12.1. 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
- 8 of these provisions
- 8.1. PERSONNEL.
- 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 property
- 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 ournose whatsoever.

- 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.

9.5.

- 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"):
- Failure to perform the Project satisfactorily or on schedule; or
- Failure to submit any report required hereunder; or
- 11.1.4 Failure to maintain, or permit access to, the records required hereunder, or
- 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 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)
- 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 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.
  - 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.
  - 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.
  - 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 bereunder,
  - 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





# RECORDS and ACCOUNTS.

7.2.

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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 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 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. 20.
- 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 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.
- 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignce performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance: 24.
- 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

- 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.

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 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 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.





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## 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 Lisbon (hereinafter referred to as "the Subrecipient") \$31,353.000 to purchase and install a generator at the Town's Emergency Operations Center.
- 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.





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# EXHIBIT B

## Grant Amount and Payment Schedule

#### 1. GRANT AMOUNT

|                  | Applicant           | Grant                     |                        |
|------------------|---------------------|---------------------------|------------------------|
|                  | Share               | (Federal Funds)           | Cost Totals            |
| Project Cost     | \$31,353.00         | \$31,353.00               | \$62,706.00            |
|                  | Project Cost is 50% | Federal Funds, 50% Applic | cant Share             |
| Awarding Agency: | Federal Emergency N | anagement Agency (FEM)    | A)                     |
|                  |                     |                           | PG) EMB-2017-00005-S01 |
|                  |                     | (CFDA) Number: 97.042     |                        |
|                  |                     | System (DUNS): 0802170    |                        |

#### 2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$31,353.00.
- b. "The State" shall reimburse up to \$31,353.00 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).





3.)

Date: 10 TOSTA

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# 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.





TOWN OF LISBON, NEW HAMPSHIRE INCORPORATED 1763 Board of Selectmen's Meeting Tuesday October 22, 2018 6:30 pm

Rail Road Station

**PRESENT:** Scott Champagne, Selectman-Chair; Brian Higgins, Selectman; Arthur Boutin, Selectman; Krystle Dow, Administrative Assistant;

# PUBLIC: Elaine French

Approval\_of minutes from October 15th BOS meeting: Arthur Boutin made a motion to approve the October 15th BOS meeting minutes as written and Brian Higgins seconded the motion. All were in favor of the motion.

Approval of Non-Public minutes from October 15th BOS meeting: Brian Higgins made a motion to approve the October 15<sup>th</sup> BOS non-public meeting minutes as written and Arthur Boutin seconded the motion. All were in favor of the motion.

<u>Public:</u> - Elaine French who is running for District 14 State Rep came before the board. She is new to the political field. Elaine was a teacher at Lisbon Regional School until 2008 so she has a soft spot for Lisbon. She provided each board member a little back ground information about herself. Elaine stated she is proponent of a Family-Friendly Economy which includes paid family leave insurance, all day kindergarten, and affordable health care. If elected she is looking to negotiate and compromise. She Audrey Champagne stated that two weeks ago the ambulance was inspected and the inspection went well. She stated that even though the inspection went well they have new requirements. One of the requirements is that they have two sets of 1.0 needles. Audrey stated that they use these needles quite frequently for patients. If they purchase the needles in bulk it is cheaper than purchasing as singles. Purchasing as singles they are \$100.00 apiece. Audrey stated that they would like to purchase the needles out of the 2012 Lisbon Life Squad Revolving Equipment Fund and they will purchase in bulk so the total will be \$1,100.00. Brian Higgins made a motion to accept the purchase of needles and Arthur Boutin seconded the motion. All were in favor of the motion. Scott Champagne (Chair) recused himself of the vote.

Audrey Champagne also presented the board with another invoice which was for blinds for the station. She used the site blinds com. There are 12 windows in the new building and the blinds that they would like are light blocking and double cell which will help with keeping heat in. Arthur Boutin made a motion to pay the invoice for blinds and Brian Higgins seconded the motion. All were in favor of the motion. Scott Champagne (Chair) recused himself of the vote.

Audrey Champagne (Treasurer) provided the board with an invoice from Presby Construction in reference to the EOC/ Fire/EMS building. The invoice states they are 74% complete and the total of the invoice is \$200,128:00. Brian Higgins made a motion to accept and pay the invoice to Presby Construction in the amount of \$200,128.00 and Arthur Boutin seconded the motion. All were in favor of the motion. Scott Champagne (Chair) recused himself of the vote.

Audrey Champagne presented the board with grant paperwork. The paperwork is for the EOC Generator. The total cost of the project is \$62, 7060.00. Audrey stated that because the grant is over \$10,000.00 it will need to go to Governors in Council and the money won't be available until the second week of January. The town is responsible for a 50% match (which the match already exists because all of the money that has been put towards the building). The Town of Lisbon Board of Selectmen voted to accept the terms of the Emergency Management Performance Grant as presented in the amount of \$31,353.00 for the purchase and installation of the generator at the Town's Emergency Operations Center. The board does acknowledge that the total cost of the project is \$62,706.00 in which the town is responsible for a 50% match which is the amount of \$31,353.00. Arthur Boutin made a motion to accept the grant in the amount of \$31,353.00 and Brian Higgins seconded the motion. All were in favor of the motion. Scott Champagne (Chair) recused himself of the vote

Audrey Champagne presented the board with another grant. This grant is for the Local Emergency Operations Plan Update and EOC Equipment. Audrey stated that she had spoken with Samantha Ward (EMPG Coordinator) about combining the two grants. Audrey stated that because this grant is under \$10,000.00 it does not need to be sent to Governor's in Council. This grant is for equipment and updating of plans. Audrey stated that combining the two makes a total of \$9,500.00. The Town of Lisbon Board of Selectmen voted to accept the terms of the Emergency Management Performance Grant as presented in the amount of \$9,500.00 to update the community's Local Emergency Operations Plan and to purchase and install tables, chairs and equipment to support Wi-Fi access and a computer power supply for the local Emergency Operations Center. The board acknowledged that the total cost of the project is \$19,000.00 and that the town is responsible for a 50% match of \$9,500.00. Arthur Boutin made a motion to accept the LEOP and EOC equipment grant in the amount of \$9,500.00 and Brian Higgins seconded they vote. All were in favor of the vote Scott Champagne (Chair) recused himself of the vote.

Audrey Champagne came before the board and stated that there has been a lot of miss communication in dealing with the grants and that she was just informed that the Equipment Grant has had a cap placed on it so the maximum amount is \$40,000 00. Audrey stated that she has been in touch with the town's area rep (Pauld atch) and they believe they were given a waiver and that the town still qualifies for the entire amount not the capped amount as that just took effect in October and Audrey had the grant submitted back in September. Paul Hatch believes that a written letter should be submitted in which he and Audrey will write. That being said Audrey stated they are lacking roughly \$7,100.00 to get the antenna in and up before snow along with the wi-fi and a few other items needed to be operational. Audrey was wondering if it is possible for the selectobard to approve the money out of the unanticipated revenue. The board had a discussion and asked that the Auditors be contacted to see what the correct way is to go about this.

**Updates:** Arthur Boutin (selectboard member) stated that a citizen had contacted him in reference to using the town hall to distribute clothes on



# **CERTIFICATE OF COVERAGE**

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

| Primex3 Members as per attached Schedule of Members N<br>Property & Liability Program E<br>4          |                                | Company Affording Coverage:<br>NH Public Risk Management Exchange - Primex <sup>3</sup><br>Bow Brook Place<br>46 Donovan Street<br>Concord, NH 03301-2624 |   |   |                              |
|---|--------------------------------|---|---|---|------------------------------|
| Type of Coverage  | Effective Date<br>(mm/dd/yyyy) | Expiration<br>(mm/dd/y)   |   | Limits - NH Statutory Limit   | s May Apply, if Not:         |
| X General Liability (Occurrence Form) Professional Liability (describe) Claims Claims Made Occurrence | 7/1/2018                       | 7/1/201   |   | Each Occurrence<br>General Aggregate<br>Fire Damage (Any one<br>fire)<br>Med Exp (Any one person) | \$ 5,000,000<br>\$ 5,000,000 |
| Automobile Llability<br>Deductible Comp and Coll:<br>Any auto   |                                |   |   | Combined Single Limit<br>(Each Accident)<br>Aggregate   |                              |
| Workers' Compensation & Employers' Liability  | '                              |   |   | Statutory<br>Each Accident<br>Disease – Each Employee<br>Disease – Policy Limit                   |                              |
| Property (Special Risk Includes Fire and Theft)   |                                | <u>.</u>  |   | Blanket Limit, Replacement<br>Cost (unless otherwise stated)                                      |                              |
|   |                                |   | - |   |                              |

Description: Proof of Primex Member coverage only.

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

| Town of Gorham                          | 182        |  |
|---|------------|--|
| Town of Goshen                          | 183        |  |
| Town of Grafton                         | 184        |  |
| Town of Grantham                        | 185        |  |
| Town of Greenland                       | 187        |  |
| Town of Groton                          | 189        |  |
| Town of Hampstead                       | 190 .      |  |
| Town of Hampton                         | 191        |  |
| Town of Hancock                         | 193        |  |
| Town of Hanover                         | 194        |  |
| Town of Harrisville                     | 195        |  |
| Town of Haverhill                       | 196        |  |
| Town of Hebron                          | 197        |  |
| Town of Henniker                        | 198        |  |
| Town of Hinsdale                        | 201        |  |
| Town of Holderness                      | 202        |  |
| Town of Hooksett                        | 202        |  |
| Town of Hopkinton                       | 205        |  |
| Town of Hudson                          | 206        |  |
| Town of Jaffrey                         | 208        |  |
| Town of Jefferson                       | 209        |  |
| Town of Kensington                      | 209        |  |
| Town of Kingston                        | 212        |  |
| Town of Lancaster                       | 212        |  |
| Town of Landaff                         |            |  |
| Town of Langdon                         | 215<br>216 |  |
| Town of Lee                             | 218        |  |
| Town of Lempster                        | 210        |  |
| Town of Lisbon 4                        | 219        |  |
| Town of Littleton                       | 223        |  |
| Town of Londonderry                     | 223        |  |
| Town of Lyman                           | 224 226    |  |
| Town of Lyme                            | 220        |  |
| Town of Lyndeborough                    | 228        |  |
| Town of Marlow                          | 233        |  |
| Town of Mason                           | 233        |  |
| Town of Merrimack                       | 234        |  |
| Town of Milan                           |            |  |
| Town of Milford                         | 238<br>239 |  |
| Town of Milton                          |            |  |
| Town of Monroe                          | 240        |  |
| Town of Nelson                          | 241<br>244 |  |
| Town of New Castle                      |            |  |
| Town of New Durham                      | 248        |  |
| Town of New Hampton                     | 249        |  |
| Town of New London                      | 251        |  |
| Town of Newbury                         | 254        |  |
| Town of Newmarket                       | 247        |  |
| Town of Newport                         | 255        |  |
| Town of North Hampton                   | 256        |  |
| Town of Northfield                      | 259        |  |
| Town of Northumberland                  | 258        |  |
| Town of Northwood                       | 260        |  |
| Town of Nottingham                      | 261        |  |
| Town of Orange                          | 262        |  |
| Town of Orford                          | 263        |  |
| Town of Pelham                          | 264        |  |
|   | 266        |  |
| Town of Peterborough                    | 268        |  |
| Town of Piermont                        | 269        |  |
| Town of Pittsburg<br>Town of Plainfield | 270        |  |
|   | 272        |  |
| Town of Plymouth                        | 274        |  |
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# **CERTIFICATE OF COVERAGE**

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Llability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

| Perticipating Member: Member Number: Primex3 Members as per attached Schedule of Members |                                | Company Affording Coverage:<br>NH Public Risk Management Exchange - Primex <sup>3</sup> |       |               |   |                    |
|--|--------------------------------|---|-------|---------------|---|--------------------|
| Workers' Compensation Program  |                                |   | 46 Do | onov          | k Place<br>an Street<br>NH 03301-2624               |                    |
| Type of Coverage   | Effective Date<br>(mm/dd/yyyy) | Expiration<br>(mm/dd/y  |       | Limi          | ts - NH Statutory Limits                            | May Apply, If Not: |
| General Liability (Occurrence Form)  |                                |   |       | Eac           | h Occurrence  |                    |
| Professional Liability (describe)  |                                |   |       | Gen           | eral Aggregate                                      |                    |
| Claims Occurrence  |                                |   |       | Fire<br>fire) | Damage (Any one                                     |                    |
|  |                                |   |       | Med           | Exp (Any one person)                                |                    |
| Automobile Liability<br>Deductible Comp and Coll:<br>Any auto                            |                                |   |       | (Eact         | nbined Single Limit<br>Accident)<br>regate          |                    |
| X Workers' Compensation & Employers' Liability   | 7/1/2018                       | 7/1/20  | 19    | X             | Statutory   | \$2,000,000        |
|  |                                |   |       | Eac           | h Accident  | \$2,000,000        |
|  |                                |   |       | Dise          | 838 — Each Employee                                 |                    |
| · · · ·  |                                |   |       | Dise          | 850 - Policy Limit                                  |                    |
| Property (Special Risk Includes Fire and Theft)  |                                |   |       |               | ket Limit, Replacement<br>(unless otherwise stated) |                    |
| Description: Proof of Primex Member coverage only.                                       |                                |   |       |               |   |                    |

| CERTIFICATE HOLDER:                                    | Additional Covered Party | Loss Payee | Primex <sup>3</sup> – NH Public Risk Management Exchange   |  |  |
|--|--------------------------|------------|--|--|--|
|  |                          | <u> </u>   | Ву: Тамму Дення  |  |  |
| NH Dept of Safety<br>33 Hazen Dr.<br>Concord, NH 03301 |                          |            | Date: 6/25/2018 tdenver@nhprimex.org<br>Please direct inquires to:<br>Primex <sup>3</sup> Claims/Coverage Services<br>603-225-2841 phone<br>603-228-3833 fax |  |  |

| Town of Lee  | 218   |
|--|-------|
| Town of Lisbon   | 221   |
| Town of Londonderry                                    | 224   |
| Town of Lyme   | 227   |
| Town of Marlow   | 233   |
| Town of Merrimack                                      | 236   |
| 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 North Hampton                                  | 259   |
| Town of Pelham   | 266   |
| Town of Peterborough                                   | 268   |
| Town of Piermont                                       | 269   |
| Town of Randolph                                       | 276   |
| Town of Richmond .                                     | 278   |
| Town of Sharon   | 291   |
| Town of Stark  | 297   |
| Town of Stewartstown                                   | 298   |
| Town of Stoddard                                       | 310   |
| Town of Sugar Hill                                     | 302   |
| Town of Sutton   | 306   |
| Town of Wentworth                                      | 330   |
| Town of Winchester                                     | 328   |
| Troy Water/Sewer Department                            | 582   |
| Unity School District                                  | 945   |
| Upper Valley Lake Sunapee Regional Planning Commission | 570   |
| Village District of Eastman                            | 501   |
|  | 946   |
| Warren School District -                               | 767   |
| Washington School District                             | 862   |
| Waterville Estates Village District                    | 580   |
| Waterville Valley School District                      | 947   |
|  | 759   |
|  | 760   |
| Westmoreland School District                           | 761 ' |
| White Mountains Regional School District               | 811   |
|  | 589   |
| Wilton-Lyndeborough Cooperative School District        | 763   |
| Winchester School District                             | 948   |
| Windham School District                                | 771   |
|  | 863   |
| Winnacunnet Cooperative School District                | 806   |
| Winnisquam Regional School District                    | 764   |
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