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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 Ossipee (VC#177456-B002), for a total amount of \$5,000.00 for the updating of their local hazard mitigation plan. Effective upon Governor and Council approval through September 17, 2015. Funding source: 100% Federal Funds.

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

02-23-23-236010-43930000	Dept. of Safety	HSEM	Pre-Disaster Mitigation
072-500574 Grants to Local Gov't. - Federal			\$5,000.00
Activity Code: 23PDM11 4393			

Explanation

The grant listed above is funded from the FFY 2011 Pre-Disaster Mitigation Competitive (PDMC) Grant Program, which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The PDMC Grant Program provides funding to sub-grantees for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. FEMA provides PDMC 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. Notification of this program is made to every community by email and by letter sent to the chief elected official of each community.

The PDMC Grant Program is 75% federally funded by the Federal Emergency Management Agency with a 25% match requirement supplied by the sub-grantee. The sub-grantee acknowledges its match obligation as part of Exhibit A to the grant agreement.

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

Respectfully submitted,


John J. Barthelmes
Commissioner of Safety



FEMA

June 16, 2014

Mr. Perry E. Plummer
Director
New Hampshire Department of Safety
Homeland Security and Emergency Management
33 Hazen Drive,
Concord, NH 03305

Subject: First Extension Request for EMB-2011-PC-0001
Sub-Award: PDMC-PL-01-NH-2011-001 - Local Hazard Mitigation Plans
Sub-Award: PDMC-PL-01-NH-2011-006 - Sohegan Plans
Sub-Award: PDMC-PL-01-NH-2011-007 - Local Hazard Mitigation Plans

Dear Director Plummer:

This letter serves as official notification from FEMA that the New Hampshire Department of Safety's request to extend the period of performance for the above referenced FY11 Pre-Disaster Mitigation (PDM) projects, award #EMB-2010-PC-0001, has been approved. The new period of performance is September 19, 2011 through September 17, 2015.

Should you have any questions or concerns, please do not hesitate to contact Patrick Mooney, Grants Management Specialist, at 617-832-4798 or patrick.mooney@fema.dhs.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul F. Ford".

Paul F. Ford
Acting Regional Administrator

PFF/pwm

cc: Elizabeth Peck, New Hampshire Homeland Security and Emergency Management
Donna Nelson, Hazard Mitigation Specialist, FEMA



FEMA

September 19, 2011

Mr. Christopher Pope, Director
New Hampshire Department of Safety
Homeland Security and Emergency Management
33 Hazen Drive
Concord, NH 03305-0001

Subject: FY 2011 Pre-Disaster Mitigation – Competitive Grant Award
Agreement #EMB-2011-PC-0001
PDMC-PL-01-NH-2011-001 – Fluvial
PDMC-PL-01-NH-2011-006 – Souhegan
PDMC-PL-01-NH-2011-007 – Plan Updates
PDMC-PL-01-NH-2011-011 – MC

Dear Director Pope:

We are pleased to inform you that your Application for Federal Assistance under the Pre-Disaster Mitigation Competitive Grant Program for fiscal year 2011 has been reviewed and approved. This award is for a total of \$862,269.45 (\$641,834.77; Federal Share, \$220,434.68 Grantee/Subgrantee Share) for the subject grants.

The funds awarded by the enclosed FEMA Form (FF) 76-10A are available for obligation by the recipient only during the period from September 19, 2011 through September 18, 2014 unless a new expiration date is established by FEMA in a letter signed by the Regional Administrator or by issuance of a new FF 76-10A.

Please note that by accepting this award you assume certain administrative and financial responsibilities including the timely submission of financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash on hand.

If you have questions pertaining to this award, please contact Nora McKenna, Grants Management Specialist, at 617-832-4747.

Sincerely,

A handwritten signature in black ink, appearing to read "Don R. Boyce".

Don R. Boyce
Regional Administrator

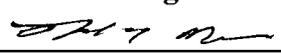
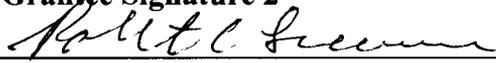
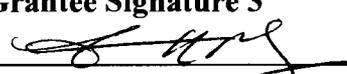
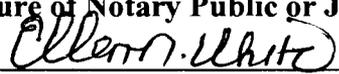
DRB/lmk
Enclosure

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Grantee Name Town of Ossipee		1.4. Grantee Address 55 Main Street PO Box 67 Center Ossipee, NH 03814	
1.5. Effective Date G&C Approval	1.6. Completion Date September 17, 2015	1.7. Audit Date N/A	1.8. Grant Limitation \$5,000.00
1.9. Grant Officer for State Agency Elizabeth R. Peck		1.10. State Agency Telephone Number (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."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Richard J. Morgan, Chairman	
Grantee Signature 2 		Name & Title of Grantee Signor 2 Robert C. Freeman	
Grantee Signature 3 		Name & Title of Grantee Signor 3 FRANKLIN R. RILEY	
1.13. Acknowledgment: State of New Hampshire, County of <u>CAROL</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.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) 		ELLEN N. WHITE NOTARY PUBLIC MY COMMISSION EXPIRES FEBRUARY 28, 2019	
1.13.2. Name & Title of Notary Public or Justice of the Peace <u>Ellen N. White, Notary Public</u>			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Elizabeth Bielecki, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution)			
By: 		Assistant Attorney General, On: <u>8/12/2014</u>	
1.17. Approval by Governor and Council			
By:		On: <u> / /</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

Grantee Initials

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 intend 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 SERVICES

1. The Department of Safety, Division of Homeland Security and Emergency Management (HSEM) is awarding the Town of Ossipee \$5,000.00 to update their Local Hazard Mitigation Plan.
2. Products will include quarterly project progress reports, a draft and final local updated hazard mitigation plan. The draft plan will be submitted to HSEM electronically for review and comment. HSEM will then submit the plan to FEMA Region 1 for review and approval.

Comments resulting from these reviews shall be addressed by the Town and resubmitted to HSEM for FEMA conditional approval prior to local adoption of the final plan. The Town of Ossipee agrees to provide the above formal approved plan to HSEM in the following format: 1 electronic copy, via compact disk, upon receipt of the FEMA formal approval letter.

3. The Town of Ossipee agrees that the project grant period ends September 17, 2015.
4. The Town of Ossipee agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
5. The Town of Ossipee shall maintain financial records, supporting documents, and all other pertinent records for a period of seven (7) years from the grant period end date. In these records, the Town of Ossipee shall maintain documentation of the 25% cost share required by this grant and agreed upon by the Town.

Grantee Initials 
Page 4 of 6



Date 
7/14/14

EXHIBIT B

GRANT AMOUNT AND METHOD OF PAYMENT

1. GRANT AMOUNT

CFDA # 97.047 Pre-Disaster Mitigation Grant FFY 2011

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	\$1,667.00	\$5,000.00	\$6,667.00
The Project Cost is 75% Federal Funds, 25% Applicant Share.			

2. FEE SCHEDULE

- a. The Town of Ossipee agrees the total payment by HSEM under this grant agreement shall be \$5,000.00.
- b. HSEM may advance funds to the Town of Ossipee in accordance with the procedures outlined in the Grant Administration Plan and pursuant to 44 CFR § 13.21 section (C). A request for an advance of funds 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 should be expended within thirty (30) days of receipt.
- c. HSEM shall reimburse \$5,000.00 to the Town of Ossipee upon HSEM receiving appropriate documentation of expended funds from the Town of Ossipee.

Grantee Initials *ZM*
Page 5 of 6

 RS
Date *7/24/14*

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 the Department of Safety, Division of Homeland Security and Emergency Management if the grant agreement is terminated for any reason other than completion of the project.
3. The Town of Ossipee 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 Town of Ossipee 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 Department of Safety, Division of Homeland Security and Emergency Management.

Additionally, they have or will notify their auditor of the above requirements prior to performance of the audit. They 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. They will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133. They will also ensure that all records concerning this grant will be kept on file for a minimum of 7 years from the end of this audit period.

Grantee Initials AM
Page 6 of 6

AB

Date 7/14/14

**Selectmen's Meeting
Monday, July 14, 2014**

Chairman Richard Morgan called the meeting to order at 4:15 PM. Present were Selectmen Richard Morgan, Robert Freeman and Franklin Riley, and Ellen White, Town Administrator, who recorded the minutes.

Morgan made a motion to approve the minutes from the 7/7/2014 Selectmen's Meeting. Freeman seconded. A unanimous vote was taken.

Morgan made a motion to approve the minutes from the 7/7/2014 Selectmen's Workshop. Freeman seconded. A unanimous vote was taken.

The Accounts Payable Voucher was submitted for the week ending 7/5/2014 in the amount of \$22,060.54. Morgan made a motion to approve and sign the voucher. Freeman seconded. A unanimous vote was taken.

The Payroll Voucher was submitted for the week ending 7/12/2014 in the amount of \$44,928.17. Morgan made a motion to approve and sign the voucher. Freeman seconded. A unanimous vote was taken.

The Warrant for Unlicensed Dogs was presented for signatures. Morgan made a motion to sign the warrant. Freeman seconded. A unanimous vote was taken.

* The grant agreement package for the Hazard Mitigation Plan update was presented for signatures. Morgan * made a motion to sign the agreement. Freeman seconded. A unanimous vote was taken.

A sample Boston Post Cane Proclamation was submitted for review. Morgan announced that a replica Boston Post Cane has been purchased and will be given to the eligible recipient. A letter will be provided stating that the original Boston Post Cane is on display at the Historical Society. Morgan asked White to contact the family of the eligible recipient to set up a date when the Cane can be awarded.

A letter addressed to Matthew & Claire Pauli regarding a fence that has been installed in the Town's Right-of-Way was presented for signatures. Morgan made a motion to sign the letter. Freeman seconded. A unanimous vote was taken.

A letter of appreciation addressed to Joshua Widener for his internship completed with the Recreation Department was presented for signatures. Morgan made a motion to sign the letter. Freeman seconded. A unanimous vote was taken.

A letter of appreciation addressed to the Ossipee Old Home Week Committee was presented for signatures. Morgan made a motion to sign the letter. Freeman seconded. A unanimous vote was taken.

Letters of appreciation addressed to the Police Department, Center Ossipee Fire Department, Ossipee Corner Fire Department and West Ossipee Fire Department for their assistance during Ossipee's Old Home Week were presented for signatures. Morgan made a motion to sign the letters. Freeman seconded. A unanimous vote was taken.

The Board received a memo from Ellen White, Town Administrator, informing them of the Trustees of Trust Funds recommendation to appoint Jonathan Smith to the vacant Trustee position. Morgan made a motion to appoint Jonathan Smith. Freeman seconded. A unanimous vote was taken.

A letter addressed to Jonathan Smith acknowledging his appointment to Trustee of Trust Funds was presented for signatures. Morgan made a motion to sign the letter. Freeman seconded. A unanimous vote was taken.

Selectmen's Meeting – 7/14/2014 – Page 3

The Board received a letter from the Cemetery Trustees stating that they are still short a member with clerical skills and they greatly appreciate the assistance that has been provided to them by Ellen White, Elaine Sherman and Sue Simpson.

The Highway Department Work Log was received for the week ending 7/12/2014.

A thank you note was received from the family of Guy H. Eldridge Sr.

Lynn Clarke introduced Tom Belluscio to the Board as a candidate for the Conservation Commission vacancy. Belluscio and Joe Goss, also present, spoke of their interest in serving on the Commission. Freeman made a motion to appoint Belluscio as member to the Conservation Commission and Goss as alternate. Morgan seconded. A unanimous vote was taken.

Old Business:

Whittier Covered Bridge – Harriman reported that he still does not have a date set for the pre-construction meeting. He added that Stan Graton of 3G Construction sent an email that he is waiting until he has full staff available to start the project and is looking at September for a start date. Harriman expressed his concern of the late start date to Hoyle & Tanner and is awaiting further response. Harriman stated that he feels the project needs to start as soon as possible. The Board agrees.

Intersections of Route 28 & 171 – Nothing new to report

Surplus property – Morgan asked White to check with Water & Sewer to see if they have anything to add to the list of inventory. Harriman stated that he will work on the public notice and set up dates with White this week.

Harriman stated the appreciation of the three employees who received recognition from the Board of Selectmen for their Road Scholar status from T2.

This concluded the business portion of the meeting and Morgan opened the meeting to public input.

Joe Goss announced that the Budget Committee will be meeting at the Freight House Wednesday, 7/16/2014 at 7:00 PM.

Morgan polled the Board for non-public session under RSA 91-A:3, II (b) & (c). Morgan made the motion to enter a non-public session at 4:58 PM. Freeman seconded. The motion carried 3-0. Roll call vote was taken. Morgan answered yes, Freeman answered yes and Riley answered yes. Morgan made a motion to adjourn the non-public session at 5:30 PM. Freeman seconded. A unanimous vote was taken.

Being no further input, Morgan made a motion to adjourn. Freeman seconded. A unanimous vote was taken.

Adjourned at 5:30 PM.

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.

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

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"/> Additional Covered Party <input type="checkbox"/> Loss Payee, as his, her or its interests appear	
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.*	
Certificate Holder: State of New Hampshire Department of Safety 33 Hazen Drive Concord, NH 03301	Companies By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>7/1/2014</u>
Please direct inquiries to: 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 Marlborough	9/1/1986	6/30/2015
Town of Mason	7/1/1987	6/30/2015
Town of Middleton	11/27/2002	6/30/2015
Town of Milan	7/1/2002	6/30/2015
Town of Mont Vernon	7/1/1986	6/30/2015
Town of Nelson	12/28/1987	6/30/2015
Town of New Boston	9/1/1986	6/30/2015
Town of New Castle	12/28/1987	6/30/2015
Town of New Ipswich	9/1/1986	6/30/2015
Town of New London	12/27/1986	6/30/2015
Town of Newbury	3/27/1987	6/30/2015
Town of Newington	1/1/1989	6/30/2015
Town of Newton	12/27/1986	6/30/2015
Town of Nottingham	12/27/1986	6/30/2015
Town of Orange	11/1/1986	6/30/2015
Town of Ossipee	12/27/1986	6/30/2015
Town of Pelham	12/28/1987	6/30/2015
Town of Piermont	7/1/1991	6/30/2015
Town of Pittsburg	7/1/1987	6/30/2015
Town of Pittsfield	1/1/2002	6/30/2015
Town of Plaistow	4/1/1995	6/30/2015
Town of Plymouth	7/1/1986	6/30/2015
Town of Randolph	7/1/1988	6/30/2015
Town of Richmond	1/1/2000	6/30/2015
Town of Rollinsford	3/27/1987	6/30/2015
Town of Salisbury	12/27/1986	6/30/2015
Town of Sandown	12/27/1986	6/30/2015
Town of Seabrook	7/1/1986	6/30/2015
Town of Shelburne	12/27/1986	6/30/2015
Town of South Hampton	7/1/1988	6/30/2015
Town of Springfield	7/1/1995	6/30/2015
Town of Stark	12/28/1987	6/30/2015
Town of Stewartstown	6/15/1996	6/30/2015
Town of Strafford	9/1/1986	6/30/2015
Town of Stratford	7/3/2002	6/30/2015
Town of Sugar Hill	11/1/1986	6/30/2015
Town of Sullivan	12/27/1986	6/30/2015
Town of Sunapee	7/1/1986	6/30/2015
Town of Sutton	12/28/1987	6/30/2015
Town of Swanzey	7/1/1993	6/30/2015
Town of Tamworth	7/1/1993	6/30/2015
Town of Temple	7/1/1992	6/30/2015
Town of Thornton	7/1/1987	6/30/2015

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.

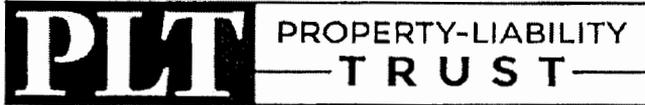
THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF EITHER OR BOTH OF THE COMPANIES AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT 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.

Participating Member: Member Number:	Workers Compensation (List Attached)	Companies Affording Coverage (the "Companies"): Property-Liability Trust, Inc. PO Box 2008, Concord, NH 03302-2008		
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits).	
<input type="checkbox"/> General Liability (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"/> Automobile Liability (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: _____			Fire Damage (each fire)	\$
			Each Occurrence	\$5,000,000
			Bodily Injury (per person)	\$
			Bodily Injury (per accident)	\$
			Property Damage (per accident)	\$
<input type="checkbox"/> Excess Liability			Each Occurrence	\$ N/A
			Aggregate	\$ N/A
<input type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000				\$Per scheduled limits and Member Agreement
<input checked="" type="checkbox"/> Workers Compensation (Coverage A) Employers' Liability (Coverage B)	7/1/2014	6/30/2015	<input type="checkbox"/> Statutory / Cov. A	
			Each Accident / Cov. B	\$ 2,000,000
			Disease - Each Employee	\$ 2,000,000
			Disease - Policy Limit	\$ 2,000,000
Description: Proof of Coverage				

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"/> Additional Covered Party	<input type="checkbox"/> Loss Payee, as his, her or its interests appear
<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>		
Certificate Holder: State of New Hampshire Department of Safety 33 Hazen Drive Concord, NH 03301	Companies By: <u>Debra A Lewis</u> Authorized Representative Date issued: <u>7/1/2014</u>	Please direct inquiries to: Debra A. Lewis 603.226-1322 x3332

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



Workers Compensation Members
as of July 2, 2014

The Birches Academy	01-Apr-12	30-Jun-15
Tilton-Northfield Fire Dept	01-Jan-05	30-Jun-15
Tilton-Northfield Water District d/b/a Tilton & Northfield Aqueduct Company, Inc.	01-May-13	30-Jun-15
Town of Atkinson	01-Jan-11	30-Jun-15
Town of Benton	21-Aug-02	30-Jun-15
Town of Bradford	01-Apr-00	30-Jun-15
Town of Brookline	01-Jan-05	30-Jun-15
Town of Canterbury	31-Jan-00	30-Jun-15
Town of Center Harbor	01-Jan-06	30-Jun-15
Town of Charlestown	01-Jan-06	30-Jun-15
Town of Chatham	19-Aug-04	30-Jun-15
Town of Chester	01-Jan-05	30-Jun-15
Town of Chichester	01-Jan-05	30-Jun-15
Town of Columbia	20-Apr-01	30-Jun-15
Town of Danbury	01-Jan-08	30-Jun-15
Town of Danville	01-Jan-05	30-Jun-15
Town of Dorchester	01-Jan-02	30-Jun-15
Town of Dublin	01-Jan-00	30-Jun-15
Town of Enfield	01-Jan-05	30-Jun-15
Town of Fitzwilliam	01-Jan-06	30-Jun-15
Town of Goffstown	01-Jan-00	30-Jun-15
Town of Greenland	01-Jul-05	30-Jun-15
Town of Hampton	01-Jan-01	30-Jun-15
Town of Hanover	01-Jan-05	30-Jun-15
Town of Hebron	01-Jan-05	30-Jun-15
Town of Hill	01-Jan-05	30-Jun-15
Town of Hillsborough	01-Jan-05	30-Jun-15
Town of Jackson	01-Jan-05	30-Jun-15
Town of Landaff	07-Dec-05	30-Jun-15
Town of Lisbon	01-Jan-09	30-Jun-15
Town of Lyme	01-Jan-08	30-Jun-15
Town of Madbury	01-Jan-00	30-Jun-15
Town of Madison	01-Jan-05	30-Jun-15
Town of Marlborough	01-Jan-05	30-Jun-15
Town of Middleton	01-Jan-03	30-Jun-15
Town of New Castle	01-Jan-06	30-Jun-15
Town of Newbury	01-Jan-05	30-Jun-15
Town of Newington	01-Jan-08	30-Jun-15
Town of Newton	15-Mar-00	30-Jun-15
*Town of Ossipee	01-Jan-05	30-Jun-15 *
Town of Pelham	01-Jan-09	30-Jun-15
Town of Piermont	01-Jan-11	30-Jun-15
Town of Pittsfield	01-Jan-05	30-Jun-15
Town of Randolph	01-Jan-00	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.