



State of New Hampshire

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

JOHN J. BARTHELMES
COMMISSIONER

November 20, 2015

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 Barrington (VC# 177234-B001) for a total amount of \$203,644.00 for implementation of projects identified through the evaluation of natural hazards. Effective upon Governor and Council approval through September 22, 2018. Funding source: 100% Federal Funds.

Funding is available in the SFY 2016 operating budget as follows:

02-23-23-236010-29200000	Dept. of Safety	HSEM	Hazard Mitigation Grant Program
072-500574	Grants-Federal – Grants to local Gov't – Federal		\$203,644.00
Activity Code: 23HMGP4105			

Explanation

The Town of Barrington proposes to replace a hydraulically undersized culvert with a crossing that will pass the 50 year flood event. The existing 48" reinforced concrete pipe will be replaced by a 7' span by 7' rise concrete box culvert. The Hazard Mitigation Grant Program (HMGP) provides funding to states and communities (sub-applicants) for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. FEMA provides HMGP funds to states that, in turn, provide sub-grants or contracts for a variety of mitigation activities, such as planning and the implementation of projects identified through the evaluation of natural hazards. The program cost share is 75% Federal funds and a 25% applicant match. The sub-applicants will provide and document the program match requirements.

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

There are no General Funds required with this request. In the event that HMGP funds become no longer available, General Funds and/or Highway Funds will not be requested to support this program

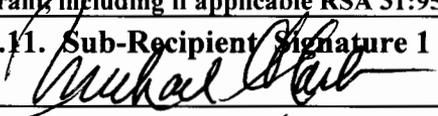
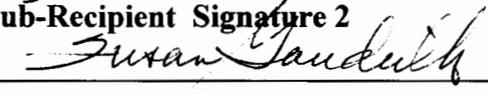
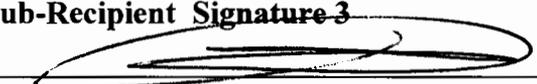
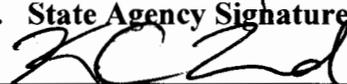
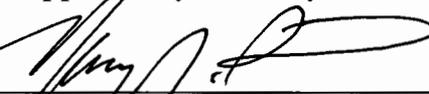
Respectfully submitted,

John J. Barthelmes
John J. Barthelmes
Commissioner of Safety

GRANT AGREEMENT

The State of New Hampshire and the Sub-Recipient 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. Sub-recipient Name Town/City of Barrington (VC# 177234-B001)		1.4. Sub-recipient Tel. #/Address 603-664-0195 333 Calef Highway, Barrington NH 03825	
1.5 Effective Date G&C Approval	1.6. Account Number 2920	1.7. Completion Date September 22, 2018	1.8. Grant Limitation \$ 203,644.00
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. Sub-Recipient Signature 1 		1.12. Name & Title of Sub-Recipient Signor 1 Mike Clark, Chairman	
Sub-Recipient Signature 2 		Name & Title of Sub-Recipient Signor 2 Susan Gaudiello, selectman	
Sub-Recipient Signature 3 		Name & Title of Sub-Recipient Signor 3 Fred Bussiere, Selectman	
1.13. Acknowledgment: State of New Hampshire, County of <u>Strafford</u> , on <u>10/19/15</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)  Comm exp 6-4-19			
1.13.2. Name & Title of Notary Public or Justice of the Peace Kimberly Kerekes Notary Public			
1.14. State Agency Signature(s) By:  On: 11/20/15		1.15. Name & Title of State Agency Signor(s) Business Administrator IV <u>Elizabeth A. Bielecki, Director of Administration</u> ^{Feb 1-9-15}	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 11/23/2015			
1.17. Approval by Governor and Council (if applicable) By: _____ On: / /			

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 Sub-Recipient identified in block 1.3 (hereinafter referred to as "the Sub-Recipient"), 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").

Sub-Recipient Initials  
Page 1 of 6

Date  10-18-15

3. AREA COVERED. Except as otherwise specifically provided for herein, the Sub-Recipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Sub-Recipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Sub-Recipient 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 Sub-Recipient for all expenses, of whatever nature, incurred by the Sub-Recipient in the performance hereof, and shall be the only, and the complete, compensation to the Sub-Recipient for the Project. The State shall have no liabilities to the Sub-Recipient 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 SUB-RECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Sub-Recipient 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 Sub-Recipient, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Sub-Recipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Sub-Recipient's normal business hours, and as often as the State shall demand, the Sub-Recipient shall make available to the State all records pertaining to matters covered by this Agreement. The Sub-Recipient 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, "Sub-Recipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Sub-Recipient in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Sub-Recipient shall, at its own expense, provide all personnel necessary to perform the Project. The Sub-Recipient 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 Sub-Recipient shall not hire, and it shall not permit any subcontractor, Sub-Recipient, 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,

- 9.2. computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.3. Between the Effective Date and the Completion Date the Sub-Recipient 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.
- 9.4. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.5. 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.
10. 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.
- 10.1. 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 Sub-Recipient notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Sub-Recipient 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 Sub-Recipient 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 Sub-Recipient notice of termination; and
- 11.2.2 Give the Sub-Recipient 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 Sub-Recipient during the period from the date of such notice until such time as the State determines that the Sub-Recipient has cured the Event of Default shall never be paid to the Sub-Recipient; and
- 11.2.3 Set off against any other obligation the State may owe to the Sub-Recipient 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 Sub-Recipient 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 Sub-Recipient 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 Sub-Recipient from any and all liability for damages sustained or incurred by the State as a result of the Sub-Recipient'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 Sub-Recipient hereunder, the Sub-Recipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Sub-Recipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or





approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. SUB-RECIPIENT'S RELATION TO THE STATE. In the performance of this Agreement the Sub-Recipient, its employees, and any subcontractor or Sub-Recipient of the Sub-Recipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Sub-Recipient nor any of its officers, employees, agents, members, subcontractors or Sub-Recipient s, 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 Sub-Recipient 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 sub granted by the Sub-Recipient other than as set forth in Exhibit A without the prior written consent of the State.

16. INDEMNIFICATION. The Sub-Recipient 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 Sub-Recipient or subcontractor, or Sub-Recipient or other agent of the Sub-Recipient. 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.

17.1 INSURANCE AND BOND.
The Sub-Recipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, Sub-Recipient or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Sub-Recipient.

19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required, or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the 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.

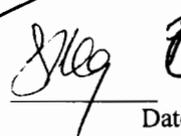
  
Date 10-14-15

EXHIBIT A

SCOPE OF WORK

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the Town of Barrington (hereinafter referred to as "the Sub-Recipient") \$203,644 within the Hazard Mitigation Grant Program.

"The Sub-Recipient" proposes to replace a hydraulically undersized culvert with a crossing that will pass the 50 year flood event. The existing 48" reinforced concrete pipe will be replaced by a 7' span by 7' rise concrete box culvert.

"The Sub-Recipient" agrees that the period of performance ends September 22, 2018 and that a final performance and expenditure report will be sent to "the State" by October 22, 2018, 30 days after the period of performance ends.

2. **PROJECT REVIEW and CONDITIONS**

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

"The Sub-Recipient" shall submit quarterly progress reports starting with the quarter ending December 31, 2015. These reports shall continue until the project is closed out.

"The Sub-Recipient" is responsible for the 25% cost share, which is \$67,881.

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


15/19/15

EXHIBIT B

GRANT AMOUNT AND METHOD OF PAYMENT

1. GRANT AMOUNT

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	\$ 67,881	\$ 203,644	\$ 271,525
Column Totals	\$ 67,881	\$ 203,644	\$ 271,525
The Project Cost is 75% Federal Funds, 25% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title and number: FEMA-4105-DR-HMGP-4-R			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.039 (HMGP)			

2. FEE SCHEDULE

The Sub-Recipient” agrees the total payment by “the State” under this grant agreement shall be up to, but will not exceed \$203,644.

“The State” shall reimburse up to \$203,644 to “the Sub-Recipient” upon “the State” receiving appropriate documentation of expended funds from “the Sub-Recipient”.

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

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

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



Sub-Recipient Initials _____

Date: 1/15

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 Sub-Recipient” must be returned to Homeland Security and Emergency Management if the grant agreement is terminated for any reason other than completion of the project.
3. Any funds advanced to “the Sub-Recipient” must be expended within 30 days of receiving the advanced funds.
4. The “Sub-Recipient” 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 Sub-Recipient” will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000.00). If required, they will forward for review and clearance a copy of the completed audit(s) to “the State”.

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

Handwritten signatures and initials in black ink, including a large signature and a circled initial.

Sub-Recipient Initials _____
Date 10-10-15



FEMA

September 22, 2015

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

Re: FEMA-4105-DR-NH
Hazard Mitigation Grant Program (HMGP) Project # 4-R
Young Road Culvert, Barrington, NH

Dear Director Plummer:

Enclosed please find the obligation reports for the following HMGP subgrant:

4105-4-R	Town of Barrington, New Hampshire Young Road Culvert	\$ 203,644
	Total:	\$ 203,644

The *grant* period of performance (POP) start date for FEMA-4105-DR-NH is **October 22, 2014**. The *grant* POP will end three years from the date of the last *subgrant* obligation. Based on this subgrant obligation, the current POP end date for FEMA-4105-DR-NH is **September 22, 2018**.

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

Sincerely,

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

Dean J. Savramis
Director, Mitigation Division
FEMA Region I

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

Enclosures

SELECTMEN'S MINUTES MONDAY, OCTOBER 19, 2015

The Selectmen's meeting for Monday, October 19, 2015 started at 6:30 p.m. Present were Selectman Bussiere, Selectman Gaudiello, Selectman O'Brien, Chairman Clark, Administrator Scruton and Clerk McNeil. Selectman Hatch was absent.

Chairman Clark welcomed everyone and led in the Pledge of Allegiance.

* Chairman Clark opened the public hearing for the acceptance of a FEMA Grant for the Young Road culvert in the amount of \$203,644 at 6:31 p.m. This is a 75/25 grant with the town responsible for 25%. The Board appreciated the work put in by Marcia Gasses and Peter Cook along with Fire and Police Departments in applying for this grant. This is to replace an undersized culvert. A mitigation grant has also been applied for. The town portion of the money will come from a Capital Reserve Fund. Selectman Bussiere moved to accept and expend the money and to take the town's share from the transportation revenue and/or Bridge-Culvert Capital Reserve, seconded by Selectman O'Brien. It was unanimously voted in the affirmative. The public hearing closed at 6:35 p.m.

Chairman Clark opened the public hearing on the issuance of a building permit for a garage for James O'Donnell on Bassett Drive at private road at 6:37 p.m. Clerk McNeil explained that the road agent had looked at the road, the Planning Board, Fire Chief and Police Chief had reviewed the request. Selectman Bussiere asked if an apron should be paved where Bassett Drive comes off of Wildcat Road as the Board has requested it in some other cases. He would like to see the Policy changed to add wording that new homes dictate an apron when coming off of a paved road but garages don't. Selectman Bussiere moved to issue the building permit, seconded by Selectman O'Brien. The public hearing closed at 6:40 p.m.

PUBLIC COMMENTS

There were no public comments

REVIEW OF MINUTES – October 5, 2015 – review of the minutes were deferred to the next meeting.

STAFF REPORT

Administrator Scruton

1. Administrator Scruton noted that four bids came in for the sale of the Leach property on Pond Hill Road that included clean-up of the site. One bid came



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

<i>Participating Member:</i> Primex ³ Members as per attached Schedule of Members Property & Liability Program		<i>Member Number:</i>	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2015	7/1/2016	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	\$
			Med Exp (Any one person)	\$
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
<input type="checkbox"/> Workers' Compensation & Employers' Liability			<input type="checkbox"/> Statutory	
			Each Accident	
			Disease - Each Employee	
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible:
Description: Proof of Primex coverage only.				

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
			By: <i>Tammy Denver</i>
NH Dept of Safety Hazen Dr Concord, NH 03301			Date: 6/26/2015 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Risk Management Services 603-225-2841 phone 603-228-0650 fax

SAU 70 Office	845
Sawyer Lake Village District	401
Seabrook School District	843
Seacoast Charter School	1201
Shaker Regional School District	757
Souhegan Cooperative School District	778
South Hampton School District	844
Stark School District	831
Stoddard School District	854
Strafford Regional Planning Commission	562
Strafford School District	944
Stratford School District	832
Stratham School District	821
Sullivan County	606
Tamworth School District	836
TEAMS Charter School	1212
Tilton Northfield Fire	567
Timberlane Regional School District	775
Town of Alstead	104
Town of Amherst	106
Town of Auburn	111
Town of Barnstead	112
Town of Barrington	113
Town of Belmont	117
Town of Bethlehem	119
Town of Boscawen	122
Town of Bow	123
Town of Bristol	127
Town of Campton	130
Town of Canaan	131
Town of Candia	132
Town of Charlestown	136
Town of Chesterfield	139
Town of Colebrook	143
Town of Conway	146
Town of Derry	154
Town of Durham	160
Town of Epping	167
Town of Farmington	171
Town of Gilsum	180
Town of Gorham	182
Town of Grantham	185
Town of Greenfield	186
Town of Groton	189
Town of Hampstead	190
Town of Hancock	193
Town of Hanover	194
Town of Harrisville	195
Town of Haverhill	196
Town of Hinsdale	201
Town of Holderness	202
Town of Hopkinton	205
Town of Hudson	206
Town of Jaffrey	208
Town of Kingston	212
Town of Lancaster	214
Town of Langdon	216
Town of Lee	218
Town of Lincoln	220
Town of Londonderry	224
Town of Madison	230
Town of Marlow	233



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

<i>Participating Member:</i> Primex ³ Members as per attached Schedule of Members Workers Compensation Program		<i>Member Number:</i>		<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply		
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			<input type="checkbox"/> Each Occurrence <input type="checkbox"/> General Aggregate <input type="checkbox"/> Fire Damage (Any one fire) <input type="checkbox"/> Med Exp (Any one person)		
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			<input type="checkbox"/> Combined Single Limit (Each Accident) <input type="checkbox"/> Aggregate		
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> Statutory <input type="checkbox"/> Each Accident \$2,000,000 <input type="checkbox"/> Disease - Each Employee \$2,000,000 <input type="checkbox"/> Disease - Policy Limit		
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			<input type="checkbox"/> Blanket Limit, Replacement Cost (unless otherwise stated) <input type="checkbox"/> Deductible:		
Description: Proof of Primex coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
			By: <i>Tammy Deaver</i>
NH Dept of Safety Hazen Dr Concord, NH 03301			Date: 1/2/2015 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Risk Management Services 603-225-2841 phone 603-228-0650 fax

Portsmouth Housing Authority	572
Precinct/Haverhill Corner	544
Rockingham Regional Planning Commission	563
Salem Housing Authority	521
Sandown Public Library	575
SAU 7 Office	817
SAU 13 Office	837
SAU 19 Office	748
Somersworth Housing Authority	533
Southeast Regional Refuse Dist 53-B	536
Southern New Hampshire Planning Commission	525
Southwest New Hampshire District Fire Mutual Aid	538
Southwest Region Planning Commission	566
Stewartstown School District	790
Strafford County	605
Strafford Regional Planning Commission	562
Stratton Free Library	564
Sullivan County	606
Swains Lake Village District	552
Tamworth School District	836
Town of Acworth	100
Town of Albany	101
Town of Alexandria	102
Town of Allenstown	103
Town of Alstead	104
Town of Alton	105
Town of Andover	107
Town of Antrim	108
Town of Ashland	109
Town of Auburn	111
Town of Barrington	113
Town of Bartlett	114
Town of Bath	115
Town of Bedford	116
Town of Belmont	117
Town of Bennington	118
Town of Bethlehem	119
Town of Boscawen	122
Town of Bow	123
Town of Brentwood	125
Town of Bristol	127
Town of Brookfield	128
Town of Campton	130
Town of Canaan	131
Town of Candia	132
Town of Carroll	134
Town of Chesterfield	139
Town of Clarksville	142
Town of Colebrook	143
Town of Conway	146
Town of Cornish	147
Town of Croydon	148
Town of Dalton	149
Town of Deerfield	152
Town of Deering	153
Town of Dummer	158
Town of Dunbarton	159
Town of Durham	160
Town of East Kingston	161
Town of Easton	162
Town of Eaton	163
Town of Effingham	164