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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

November 4, 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 Auburn (VC# 177355-B001) for a total amount of \$55,385.00 for implementation of projects identified through the evaluation of natural hazards. Effective upon Governor and Council approval through July 31, 2017. Funding source: 100% Federal Funds.

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

02-23-23-236010-29200000	Dept. of Safety	HSEM	Hazard Mitigation Grant Program
072-500574	Grants-Federal – Grants to local Gov’t – Federal		\$55,385.00
Activity Code: 23DR4095			

Explanation

The Town of Auburn proposes to replace the existing 36” diameter reinforced concrete pipe culvert with a 4.5’ by 6’ precast concrete box culvert with a natural stream bottom on Old Candia Road. The replacement is necessary as the existing culvert has overtopped causing localized flooding during the past significant rain events, endangering motorists traveling on Old Candia Road and causing damage to affected properties. The Hazard Mitigation Grant Program (HMGP) provides funding to states and communities (sub-applicants) for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. FEMA provides HMGP funds to states that, in turn, provide sub-grants or contracts for a variety of mitigation activities, such as planning and the implementation of projects identified through the evaluation of natural hazards. The program cost share is 75% Federal funds and a 25% applicant soft-match. The sub-applicants will provide and document the program match requirements.

The State of New Hampshire solicits applications statewide. Notification of the availability of HMGP funds is made to every community by e-mail and by letters sent to the chief elected official of each community. The State of New Hampshire submits all applications received for program funding to the Federal Emergency Management Agency for their final approval. Applications that are determined to be cost effective and program eligible are then funded by FEMA for the full 75%; not every application submitted is determined to be program eligible. However, all applications that are determined to be eligible are funded at the requested dollar amount listed in their application, pending availability of adequate program funding.

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

Respectfully submitted,

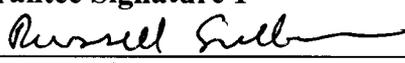
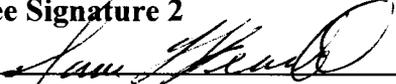
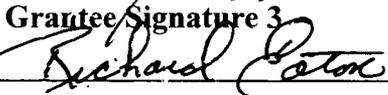
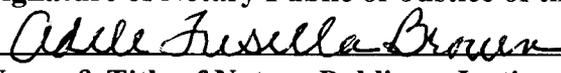

John J. Barthelmes
Commissioner of Safety

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

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 The Town of Auburn		1.4. Grantee Address PO Box 309 Auburn, NH 03032	
1.5. Effective Date G&C Approval	1.6. Completion Date July 31, 2017	1.7. Audit Date N/A	1.8. Grant Limitation \$55,385
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 Russell Sullivan, Selectman	
Grantee Signature 2 		Name & Title of Grantee Signor 2 James Head, Selectman	
Grantee Signature 3 		Name & Title of Grantee Signor 3 Richard Eaton, Selectman	
1.13. Acknowledgment: State of New Hampshire, County of <u>ROCKINGHAM</u> , on <u>9/8/14</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) 			
1.13.2. Name & Title of Notary Public or Justice of the Peace ADELE FRISELLA BROWN, Notary Public My Commission Expires August 22, 2017			
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>11/12/2014</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

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

EXHIBIT A

SCOPE OF WORK

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the Town of Auburn (hereinafter referred to as "the Grantee") \$55,385.00 within the Hazard Mitigation Grant Program.

"The Grantee" proposes to replace the existing 36" diameter reinforced concrete pipe (RCP) culvert on Old Candia Road that has overtopped causing localized flooding during the past significant rain events. The flooding endangers vehicular traffic traveling on Old Candia Road and cause damage to affected properties. This project includes replacing the existing 36" diameter culvert with a 4.5' H by 6' W precast concrete box culvert that will provide a natural stream bottom as required by the NH Department of Environmental Services (NHDES) in Stream Flow Rules.

In addition to the new precast box culvert the following measures will also be performed: The existing culvert will be removed, sand bag coffer dams will be installed for bypass flow control, new guardrails will be installed on both sides of the road, rip rap aprons will be added to inlet and outlet, portions of the pavement will be patched with gravel, and new wing walls with footings will be installed in the inlet and outlet.

"The Grantee" agrees that the period of performance ends July 31, 2017 and that a final performance and expenditure report will be sent to "the State" by August 30, 2017, 30 days after the period of performance ends.

2. **PROJECT REVIEW and CONDITIONS**

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

"The Grantee" shall submit quarterly progress reports starting with the quarter ending December 31, 2014. These reports shall continue until the project is closed out.

"The Grantee" is responsible for the 25% cost share, which is \$18,462.00.

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

EXHIBIT B

GRANT AMOUNT AND METHOD OF PAYMENT

1. GRANT AMOUNT

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	\$ 18,462.00	\$ 55,385.00	\$ 73,847.00
Column Totals	\$ 18,462.00	\$ 55,385.00	\$ 73,847.00
The Project Cost is 75% Federal Funds, 25% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title and number: FEMA-4095-DR-HMGP-2-R			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.039 (HMGP)			

2. FEE SCHEDULE

The Grantee agrees the total payment by "the State" under this grant agreement shall be up to, but will not exceed \$55,385.00.

"The State" shall reimburse up to \$55,385.00 to "the Grantee" upon "the State" receiving appropriate documentation of expended funds from "the Grantee".

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

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

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

EXHIBIT C

SPECIAL PROVISIONS

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

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



FEMA

July 31, 2014

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

Re: FEMA-4095-DR-NH
Hazard Mitigation Grant Program (HMGP) Project # 2-R
Old Candia Road Culvert Auburn, NH

Dear Director Plummer:

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

4095-2-R	Town of Auburn, New Hampshire Old Candia Road Culvert	\$ 55,385
Total:		\$ 55,385

The *grant* period of performance (POP) start date for FEMA-4095-DR-NH is **July 29, 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-4095-DR-NH is **July 31, 2017**.

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

Sincerely,

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

Dean J. Savramis
Director, Mitigation Division
FEMA Region I

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

Enclosures

**Town of Auburn
Board of Selectmen
September 8, 2014**

Selectmen Present: Russell Sullivan, James Headd & Richard Eaton

Also Present: Joanne Linxweiler, Town Clerk; Amy Casparius, Herb Tardiff, Welfare Officer; Michael Dross, Road Agent; Jack Chapman, Paula Marzloff, Linda Dross, John & Mary Ann Rolfe, Michael Rolfe, Dennis & Pauline Vieira, Kim & Brad Sargent, Frances McFarland, Audrey Trickett, Greg Santuccio and Tom Gonyea, Residents; Ray Pelton, Police Lieutenant; William Herman, Town Administrator; Kathryn Skoglund, Recording Secretary

Mr. Sullivan called the meeting to order at 6:30 p.m.

Non-Public Session

Mr. Eaton moved to enter into non-public session pursuant to RSA 91-A 3, II (b) hiring of any person as a public employee & (e) consideration of pending claims or litigation; Mr. Headd seconded the motion; A roll call vote was taken; Mr. Headd – yes, Mr. Eaton – yes, Mr. Sullivan – yes. The motion passed.

Meeting in Non-Public Session with the Selectmen was Town Administrator Herman, Secretary Skoglund, Town Clerk Linxweiler and Amy Casparius.

Mr. Eaton moved to exit Non-Public Session; Mr. Headd seconded the motion; A roll call vote was taken; Mr. Headd – yes, Mr. Eaton – yes, Mr. Sullivan – yes. The motion passed.

Mr. Eaton moved to seal the minutes of the non-public meeting; Mr. Headd seconded the motion; all were in favor, the motion passed unanimously.

Mr. Headd moved to hire Amy Casparius as Town Clerk/Tax Collector Assistant at Labor Grade 3, Step 3; Mr. Eaton seconded the motion; all were in favor, the motion passed unanimously

Approval of Accounts Payable for Week of September 1st, 2014

Mr. Eaton moved to approve the Accounts Payable Manifest in the amount of \$1,483,842.35 for the week of September 1st, 2014; Mr. Headd seconded the motion; all were in favor, the motion passed unanimously.

New Business

Hazard Mitigation Grant Contract Agreement

The Board reviewed the grant agreement between the State of New Hampshire and the Town of Auburn to replace the existing 36' concrete pipe culvert on Old Candia Road, that has overtopped causing flooding in past significant rain events, with a 4.5' by 6' concrete box culvert. Mr. Herman indicated that the total project cost is \$73,847.00; \$55,385.00 awarded from the State and \$18,462.00 which represents the 25% cost share that the town is responsible for. Mr. Herman stated that this was approved at Town Meeting in March 2012.

Mr. Eaton moved to accept and sign the Grant Agreement between the Town of Auburn and the Department of Safety, Division of Homeland Security and Emergency Management to replace a culvert on Old Candia Road as described above; Mr. Headd seconded the motion; all were in favor, the motion passed unanimously.

Appointment of Ballot Clerks

The Board reviewed a memo from Moderator, James Tillery recommending the following Ballot Clerks be reappointed:

Dorothy Carpenter
Terry Coll
Mary An Rolfe
Feria Hanscomb
Eve Mongeau
Dale Phillips
Carrie Rouleau-Cote
Judith Minakin
Denise Royce

Mr. Tillery also recommended Kathleen Sylvia be reappointed as Assistant Clerk.

Mr. Eaton moved to appoint the Ballots Clerks, terms to expire July 2016 and Assistant Clerk as described above; Mr. Headd seconded the motion; all were in favor, the motion passed unanimously.

Raffle Permits

The Board reviewed a request from the Auburn Skate Park Committee who would like to raffle tickets to a 2015 race at NH Motor Speedway; a Keurig coffeemaker; two hand-made afghan throws; gift certificates for Stubby's Diner, Lakeside Lanes and Turnpike Pizza; and other prizes. Tickets will be on sale from September 8th through December 1st at a cost of \$1.00 each or six for \$5.00. Drawing will take place at the Board of Selectmen's meeting on December 1st, 2014.



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) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2014	7/1/2015	Each Occurrence	\$ 5,000,000
				General Aggregate	\$ 5,000,000
				Fire Damage (Any one fire)	\$
				Med Exp (Any one person)	\$
	Automobile Liability Deductible Comp and Coll: Any auto			Combined Single Limit (Each Accident) Aggregate	
	Workers' Compensation & Employers' Liability			Statutory	
				Each Accident	
				Disease - Each Employee	
				Disease - Policy Limit	
	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
NH Dept of Safety Hazen Dr Concord, NH 03301			By: <i>Tammy Deaver</i>
			Date: 6/25/2014 tdenver@nhprimex.org
			Please direct inquires to: Primex ³ Risk Management Services 603-225-2841 phone 603-228-0650 fax



SCHEDULE of MEMBERS
Property & Liability Program
As of July 1, 2014

Member Name	Member Number	Member SAU
Alstead, Town Of	104	
Alton School District	786	72
Alton, Town Of	105	
Amherst School District	701	39
Amherst, Town Of	106	
Andover School District	702	46
Ashland School District	822	2
Ashland, Town Of	109	
Auburn School District	902	15
Auburn, Town Of	111	
Barnstead, Town Of	112	
Barrington, Town Of	113	
Bath School District	768	23
Bedford School District	779	25
Belmont, Town Of	117	
Benton School District	848	23
Berlin School District	904	3
Berlin Water Works	500	
Berlin, City Of	120	
Bethlehem School District	856	35
Bethlehem, Town Of	119	
Boscawen, Town Of	122	
Bow School District	703	67
Bow, Town Of	123	
Brentwood School District	704	
Bristol, Town Of	127	
Campton, Town Of	130	
Canaan, Town Of	131	
Candia School District	906	15
Candia, Town Of	132	
Carroll County	600	
Chester School District	707	82
Chesterfield, Town Of	139	
Claremont School District	909	6
Cocheco Arts and Technology Academy	1203	
Colebrook, Town Of	143	
Concord School District	710	8*
Concord, City Of	145	
Contoocook Valley School District	802	1
Conway, Town Of	146	

*** Denotes Additional Insured**

Pittsburg School District	823
Plainfield Village Water District	571
Plymouth Village Water & Sewer District	559
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 Amherst	106
Town of Andover	107
Town of Antrim	108
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

Appropriations and Authority to Accept Services, Gifts, Grants, and Loans. Page 1 of 1

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.