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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 21, 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 Campton (VC#177243-B002) for the purchase and installation of audio and video equipment, furnishings, and a base radio for the new Emergency Operations Center (EOC) as well as three (3) portable radios and charger for Emergency Management use for a total amount of \$52,355.00. Effective upon Governor and Council approval through September 30, 2015. Funding source: 100% Federal Funds.

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

02-23-23-236010-80920000	Dept. of Safety	Homeland Sec-Emer Mgmt	100% EMPG Local Match
072-500574	Grants to Local Gov't - Federal		
Activity Code: 23EMPG 2014			\$52,355.00

Explanation

The purchase and installation of the proposed equipment would enable the community's newly constructed Emergency Operations Center to be fully functional during activation for natural disasters and other large-scale incidents. The grant listed above is funded from the FFY'14 Emergency Management Performance Grant (EMPG), which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The grant funds are to be used to measurably improve all-hazard planning and preparedness capabilities/activities, to include mitigation, preparedness, response, and recovery initiatives at the state and local level. Grant guidance and applications are sent out to all Emergency Management Directors and other qualified organizations in the State. Grantees submit applications to this office, which are reviewed by the HSEM Planning Chief, Assistant Planning Chief and Field Representatives and approved by the HSEM Director. The criteria for approval are based on grant eligibility in accordance with FFY'14 grant guidance and the documented needs of the local jurisdictions.

The Emergency Management Performance Grants are 50% federally funded by FEMA with a 50% match requirement supplied by the grantee. The grantee acknowledges their match obligation as part of Exhibit A to their grant agreement.

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

Respectfully submitted,

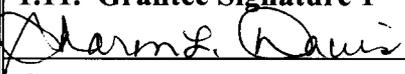
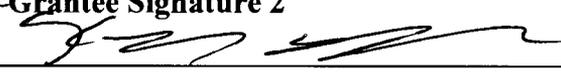
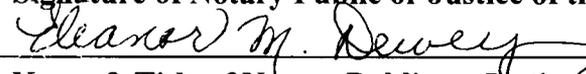
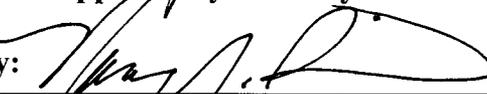

John J. Barthelmes
Commissioner of Safety

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 Town of Campton (VC#177243-B002)		1.4. Grantee Address 12 Gearty Road, Campton, NH 03223	
1.5. Effective Date G&C Approval	1.6. Completion Date September 30, 2015	1.7. Audit Date N/A	1.8. Grant Limitation \$52,355.00
1.9. Grant Officer for State Agency Cindy Richard, EMPG Program Manager		1.10. State Agency Telephone Number (603) 223-3627	
"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 Sharon L. Davis Vice Chair	
Grantee Signature 2 		Name & Title of Grantee Signor 2 Karl Kelly, Jr. Selectman	
Grantee Signature 3 		Name & Title of Grantee Signor 3 Peter Laufenberg Selectman	
1.13. Acknowledgment. State of New Hampshire, County of <u>Stratton</u> , on <u>10/27/14</u> , before the undersigned officer, personally appeared the persons identified in block 1.12., known to me (or satisfactorily proven) to be the persons whose names ^{are} 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 <u>Eleanor M. Dewey</u> ELEANOR M. DEWEY Justice of the Peace - New Hampshire My Commission Expires August 14, 2018			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Elizabeth A. Bielecki, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: <u>11/24/2014</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").

Grantee Initials SPD KEK Date 10/27/14
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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

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(New)

Date

10/27/14

- 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.

Sed

Kek

Date 10/27/14

EXHIBIT A

Scope of Services

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as “the State”) is awarding the Town of Campton (hereinafter referred to as “the Grantee”) \$52,355.00 for the purchase and installation of audio and video equipment, furnishings, and a base radio for the new Emergency Operations Center (EOC) as well as three (3) portable radios and charger for Emergency Management use.
2. “The Grantee” agrees that the project grant period ends September 30, 2015 and that a final performance and expenditure report will be sent to “the State” by October 31, 2015.
3. “The Grantee” agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. “The Grantee” 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 Grantee” shall maintain documentation of the 50% cost share required by this grant.

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(Kew)

Date 10/27/14

EXHIBIT B

Grant Amount and Method of Payment

1. GRANT AMOUNT

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	\$52,355.00	\$52,355.00	\$104,710.00
Project Cost is 50% Federal Funds, 50% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Emergency Management Performance Grant (EMPG) EMW-2014-EP-APP-00061			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.042 (EMPG)			

2. PAYMENT SCHEDULE

- a. "The Grantee" agrees the total payment by "the State" under this grant agreement shall be up to \$52,355.00.

- b. "The Grantee" shall submit invoices to "the State" with supporting documentation, i.e., copies of purchase orders, vendor invoices, and/or cancelled checks. Upon review and approval of the invoices and supporting documentation, "the State" will forward the funds to "the Grantee". "The Grantee" shall expend the grant funds within 30 days. "The Grantee" will continue this process until they have drawn down the 50% match for their project.

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(KCK)

Date 10/27/14

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 State” 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.

Grantee Initials sed
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(Kek)

Date 10/27/14

MINUTES
SELECTMEN'S MEETING
AND
PUBLIC HEARING
OCTOBER 27, 2014

The Board of Selectmen met for their weekly meeting at 6:30 p. m. at the Campton Municipal Building. Present were Selectmen, Charles Cheney, Sharon Davis, Karl Kelly and Peter Laufenberg. Selectman Charles Wheeler was not present due to a conflict in schedule. The Board signed the manifest and reviewed the bills. They signed 3 Building Permits and a Driveway Permit.

Members of the public who attended this meeting, (who were not on the agenda) were members of the local Weeblos Troop and some of the parents. Also present were Christopher Hodges, Drew Hodges, Caron Pierce and Kelly M. Bolger.

Vice Chair Davis announced that Fire Chief Defosses and the Fire Commissioners would not be present this evening.

At 6:45 Vice Chair Davis opened the Selectmen's Meeting. Vice Chair Davis stated that she would like to revise the Agenda a little to accommodate their special guests this evening, the local Weeblos Troop. She proceeded to address the Weeblos by explaining the role of the Selectman and their term of office. Vice Chair Davis also explained briefly some of the duties of the Selectmen and the Selectmen's Office handles for the Town with the assistance of Town Administrator, Ann Marie Foote. Vice Chair Davis then opened the discussion for any questions by the Weeblos. Some questions were: Do the Selectmen get paid and does the Chairman get extra compensation for being Chairman? Also asked was, how do the Selectmen get elected and do the Selectmen pay taxes?

There were no further questions so Vice Chair Davis proceeded with discussion for approval of the Minutes of the Meeting of October 20, 2014 and two sets of Non Public Minutes. A Motion was made by Selectman Laufenberg to approve the Minutes and 2 sets of Non Public Minutes as written. The Motion was seconded by Selectman Charles Cheney and the Minutes and Non Public Minutes were unanimously approved as written.

There was still some time before the scheduled Public Hearing so Vice Chair Davis asked Ann Marie to review correspondence. Ann Marie indicated that the NH DOT sent an Interim Inspection report of the Blair Bridge which indicated a height clearance recommendation of 9'2". Ann Marie spoke with Nancy Mayville, Municipal Highways Engineer, who clarified the recommendation that the 8' height that the Town has designated is fine, it just can't be over 9'2".

November 3rd, at 2:30 p.m., at the Municipal Building, with Selectman Kelly, Selectman Davis, the Highway crew and the Selectmen's Office to review the set up for the election.

Vice Chair Davis then announced it was time to open the Public Hearing. At this point the Weeblos Troop dismissed themselves from the Meeting and they thanked the Board for having them this evening. Vice Chair Davis thanked them for coming and stated that she wished they could stay longer to learn about the Emergency Operation Center, but the troop leader explained that he felt the boys were getting "too antsy".

Vice Chair Davis temporarily adjourned the Selectmen's Meeting and at 7:00 p.m. At 7:00 p.m. Vice Chair Davis opened the Public Hearing to accept the grant from the State of New Hampshire Emergency Management in the amount of \$52,355.00 for the purchase and installation of audio and video equipment, furnishings and a base radio for the new Emergency Operations Center in the Community Room in the Municipal Building as well as three portable radios and charger for Emergency Management use. Vice Chair Davis called on Paul Hatch of NH Homeland Security and Emergency Management. Mr. Hatch explained the grant and that it was a 50/50 contribution; however, the Town already contributed their portion of the 50% contribution by the construction of the Community Center located in the Municipal Building which will be used as the Emergency Operations Center, in the event an emergency disaster occurs. Mr. Hatch was pleased to announce that once the specified equipment is installed, funded by the grant, the Community Room will be "state of the art" facility as the Emergency Operations Center for Emergency Management. It was also mentioned that the generator that services the Municipal Building and the Fire Department was funded with a grant in the same manner as this grant. At this point, Mr. Hatch inquired if the Board had any questions. They did not. Vice Chair Davis inquired if the public had any questions and there were no questions. Mr. Hatch suggested that Vice Chair Davis close the Public Hearing at this time and reopen the Selectmen's Meeting.

At 7:15 p.m. Vice Chair Davis reopened the Selectmen's Meeting and called on Paul Hatch who made a Motion for the Town of Campton to accept the grant from the State of New Hampshire Emergency Management in the amount of \$52,355.00. The Motion was seconded by Selectman Peter Laufenberg, and with a roll call vote: Selectman Cheney – aye, Selectman Davis – aye, Selectman Kelly – aye and Selectman Laufenberg – aye, the acceptance of the grant was unanimously approved. All necessary documentation was executed by the Board this evening. It will now be submitted to the State for signatures and then the Governor and Council.

Mr. Hatch thanked the Board and commented that Kelly Bolger is doing an outstanding job in his position as Emergency Management Director and he enjoys working with him. Vice Chair Davis thanked Mr. Hatch and Kelly for their time and hard work.

Vice Chair Davis then called on Ann Marie who requested a Non Public Session under RSA 91-A: 3, ll(c) regarding discussion of tax agreements. A Motion was made to go into Non Public Session by Selectman Laufenberg and seconded by Selectman Kelly and with a roll call vote: Selectman Cheney – aye, Selectman Davis – aye, Selectman Kelly –



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: <input type="checkbox"/> 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	Primex³ - NH Public Risk Management Exchange
NH Dept of Safety Hazen Dr Concord, NH 03301			By: <i>Tammy Dwyer</i>
			Date: 6/25/2014 tdenver@nhprimex.org
			Please direct inquires to: Primex³ 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	788	72
Alton, Town Of	105	
Amherst School District	701	39
Amherst, Town Of	108	
Andover School District	702	48
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	908	15
Candia, Town Of	132	
Carroll County	600	
Chester School District	707	82
Chesterfield, Town Of	139	
Claremont School District	909	6
Cochecho 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	148	



* Denotes Additional Insured



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.

Participating Member: Primex ³ Members as per attached Schedule of Members Property & Liability Program		Member Number:	Company Affording Coverage: 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	1/1/2014	1/1/2015	<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)	Deductible:
Description: Proof of Primex coverage only.				

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
			By: <i>Tammy Denver</i>
NH Dept of Safety Hazen Dr Concord, NH 03301			Date: 1/2/2014 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Risk Management Services 603-225-2841 phone 603-228-0650 fax

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

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.