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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 5, 2013

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 Piermont (VC# 160102-B001), Piermont, NH for a total amount of \$230,828.00 for implementation of projects identified through the evaluation of natural hazards. Effective upon Governor and Council approval through March 1, 2016. Funding source: 100% Federal Funds.

Funding is available in the SFY 2014 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			\$230,828.00

Explanation

The town's objective of the project is to replace the undersized 48-in corrugated metal pipe culvert with a 27'L x 14'W x 7'H three sided pre-cast concrete box culvert. The new culvert is designed to handle a 50-year flood event with 1-ft of freeboard. The Town will also be elevating the existing roadway approximately 3-ft for the 30-foot length of roadway at the bridge then taper back the fill to the existing grade for a total fill length of nearly 200 feet. There will be no change within the existing drainage foot print.

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; 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,

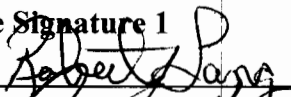
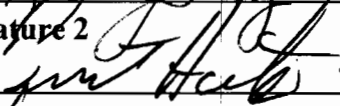
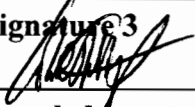
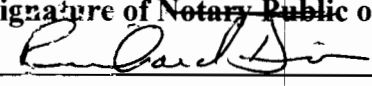
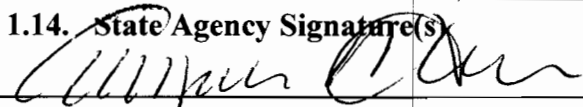
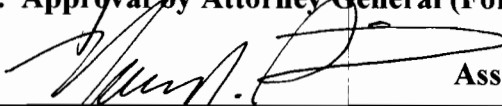
John J. Barthelmes
Commissioner of Safety

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 Town of Piermont		1.4. Grantee Address 130 Route 10 Piermont, NH 03779	
1.5. Effective Date G&C Approval	1.6. Completion Date March 1, 2016	1.7. Audit Date N/A	1.8. Grant Limitation \$230,828.00
1.9. Grant Officer for State Agency Elizabeth R. Peck		1.10. State Agency Telephone Number (603) 223-3655	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Robert J. Lang, Chairman	
Grantee Signature 2 		Name & Title of Grantee Signor 2 Ernest Hartley, Selectman	
Grantee Signature 3 		Name & Title of Grantee Signor 3 Colin Stubbings, Selectman	
1.13. Acknowledgment: State of New Hampshire, County of Grafton, on 6/04/13, before me 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 Richard Dion, J.P., 5/20/14			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) ^{dat 10-01-13} John T. Beardmore, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: 11/8/2013			
1.17. Approval by Governor and Council 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 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 10 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.
- 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 damage 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) day 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 emduments provided by the State to its employees.
 15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement, without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
 16. INDEMNIFICATION The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
 17. INSURANCE AND BOND.
 - 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project; and
 - 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
 - 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
 18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
 19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
 21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
 22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

EXHIBIT A
SCOPE OF WORK

I. WORK TASKS

The Town of Piermont is being provided a hazard mitigation grant in the amount of \$230,828.00 to replace the Indian Pond Road culvert.

The towns objective of the project is to replace the undersized 48-in corrugated metal pipe culvert with a 27'L x 14'W x 7'H three sided pre-cast concrete box culvert. The new culvert will be designed to handle a 50-year event with 1-ft of freeboard. The Town of Piermont will also be elevating the existng roadway approximately 3-ft for the 30-foot length of roadway at the bridge then taper back the fill to the existing grade for a total fill length of nearly 200 feet. All work will be done within existng drainage foot print.

All work and the closeout of this project will be completed by March 1, 2016.

II. PROJECT REVIEW and CONDITIONS

The Town of Piermont shall comply with the project review and conditions as identified by the Federal Emergency Management Agency (FEMA). The FEMA Project Review and Conditions Status is attached to this agreement.

The Town of Piermont shall submit quarterly progress reports starting with the quarter ending June 30, 2013. These reports shall continue until the project is closed out.

The Town of Piermont is responsible for the 25% cost share, which is \$76,942.00. The Town of Piermont shall clearly identify and document the cost share and retain all associated records for a period of seven years from the date of project closeout.

EXHIBIT B

GRANT AMOUNT AND METHOD OF PAYMENT

I. GRANT AMOUNT

4026 HMGP

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	\$76,942.00	\$230,828.00	\$307,770.00
Column Totals	\$76,942.00	\$230,828.00	\$307,770.00
The Project Cost is 75% Federal Funds, 25% Applicant Share			
The Administrative Cost Allowance is 100% Federal Funds			

II. FEE SCHEDULE

- a. An initial advance will be made to the Town of Piermont based on expenditures necessary to start the project. Additional advances may be requested contingent upon documented expenditure of previous advances.
- b. A request for an advance of funds must be submitted in writing to the State Hazard Mitigation Officer, in accordance with the procedures outlined in the Grant Administration Plan and pursuant to 44 CFR § 13.21 section (c). The request must be made using the request for funds form. Request for funds should be made at least 4 – 6 weeks prior to the identified need, and should be expended within thirty (30) days of receipt.

Grantee Initials R/S EWH
Date June 4, 2013

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. The Town of Piermont agrees to have an audit conducted in compliance with OMB Circular A-133, if applicable. If a compliance audit is not required, at the end of each audit period the Town of Piermont will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$500,000). If required, they will forward for review and clearance a copy of the completed audit(s) to the Department of Safety, Division of Homeland Security and Emergency Management.

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

Minutes
Board of Selectmen Meeting
Tuesday June 4, 2013 @ 7:00 PM

Selectmen Present:
Robert Lang, Ernest Hartley and Colin Stubbings

The meeting was called to order @ 6:58pm by Chairman Lang. He announced that the meeting was being recorded for the purposes of preparing the minutes.

Chairman Lang moved to recess the meeting at 6:59pm to enter into a public hearing with Paul Hatch concerning an Emergency Management Grant that is being made available to the Town. The Board voted all in favor of this motion.

Paul Hatch stated that he has been working for some time with our Emergency Management Director, Bernie Marvin, on this grant. Mr. Marvin has put together a list of equipment that he feels the Town needs to outfit the Old Church Building so that it can be used as an Emergency Operations Center during a disaster. One of the biggest items is a radio that will be shared with the Police Department. There will be two control heads, one in the PD and one in the meeting room. Mr. Marvin is also requesting some computers equipment, audio visual equipment and some furniture. The grant being offered to the Town is called the Emergency Management Performance Grant. It is a 50/50 grant from FEMA funds. The funds have already been allocated for the Town pending the Board's approval and approval by Governor and Council. Mr. Hatch had the grant agreement with him and these documents needed to be approved and signed by the Board. After the Board approves and signed the documents then it will probably be another 3-4 months before the Town gets the green light to go ahead with this project. Chairman Lang asked the public if they had any questions about the grant. Helga Mueller asked if the amount of the grant could be verified. It was noted that the amount of the grant is \$6,263.00. Chairman Lang assured Mr. Hatch that the Town has put aside the matching funds for this grant. Mr. Hatch went on to explain the reimbursement process for the grant. Rich Dion asked if this grant was subject to audit and Mr. Hatch said yes.

The Board proceeded to enter into the second public hearing for the evening. This hearing was for the Hazard Mitigation Grant for the Bridge Project on Indian Pond Road. Mr. Hatch explained that this was also for a FEMA grant, but was under a different program. This grant is a 75/25 grant. The project is to replace two culverts on Indian Pond Road with a precast bridge. This grant will be good through March 2016. This money too, has been set aside for the Town and will have to go through the Governor and Council process. The reimbursement process will be the same as the previous grant. The final reimbursement payment will be subject to a final inspection. Chairman Lang noted that we should be eligible for a reimbursement of engineering costs already expended. He also noted that we

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need to have a core sample drilled. Frank Rodimon noted that the NH DOT has a matching grant for the engineering and coring. Mr. Dion asked how long it would take for reimbursement once an invoice was submitted to the State. Mr. Hatch said that it was within 30 days of receipt of the invoices. Chairman Lang noted that he would like to set up a process for these grants and give Mr. Hatch one point of contact that he can go to for information. Mr. Rodimon asked Mr. Hatch how long it would take until the project got the go ahead from Governor and Council. Mr. Hatch said it would be 2 or 3 months. The Town will be notified in writing when the grants are approved. Chairman Lang asked if we would be able to put this project out to bid before the final approval. Mr. Rodimon noted that we should probably wait until we have the final approval from that State DOT first. Chairman Lang asked if there would be any concerns with the water in August/September. Mr. Rodimon said no. Helga Mueller asked if this grant was the same thing that was asked for at the Town Meeting. The Board said that it was. The amount of the grant is for \$230,828.00. She also asked if the DOT grant had come through yet. The Board said that it had not yet. Mr. Rodimon said that the DOT grant would pay 80% of the remaining 25% not covered by the Hazard Mitigation Grant. The total project cost is \$307,770.00. Ms. Mueller also asked why this project was necessary. Chairman Lang explained that after the engineers took a look at the area it was determined that a bridge was needed versus replacing the twin culverts. In order to get the funding for the project, we had to put in the bridge.

Selectman Hartley thanked Paul Hatch for his help to the Town as well as Mr. Marvin and Mr. Rodimon. Chairman Lang moved to reopen the Board of Selectmen's meeting. Selectman Stubbings seconded the motion. The Board voted all in favor of this motion.

Emergency Operations Center Grant - Chairman Lang moved to accept the Emergency Management Performance Grant in the amount of \$6,263.00 for equipment to outfit the Old Church Building as an Emergency Operations Center. Selectman Hartley seconded the motion. The Board voted all in favor of accepting this grant. The Board then signed all the grant paperwork and it was notarized by Richard Dion.

Hazard Mitigation Grant - Chairman Lang moved to accept the Hazard Mitigation Grant in the amount of \$230,828.00 as presented. Selectman Stubbings seconded the motion. The Board voted all in favor of accepting this grant. The Board then signed all the grant paperwork that was presented to them and it was notarized by Richard Dion.

Minutes - The minutes for the May 21, 2013 Selectmen's Meeting were reviewed by Selectman Hartley and Selectman Stubbings. Corrections were made. Selectman Stubbings moved to accept the minutes as amended. Selectman Hartley seconded the motion. The Board voted all in favor of this motion. Chairman Lang was not present at the last meeting so he did not vote.

Manifest - The Board reviewed and signed the manifests. Chairman Lang noted that the quarterly stipends are being paid on this payroll.

CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee box below, if checked.

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF EITHER OR BOTH OF THE COMPANIES AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Participating Member:	All Members List Attached	Companies Affording Coverage (the "Companies"): Company A: Local Government Center Property-Liability Trust, LLC Company B: Local Government Center Workers' Compensation Trust, LLC P.O. Box 617, Concord, NH 03302-0617													
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)												
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2013	6/30/2014	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td>\$5,000,000</td></tr> <tr><td>General Aggregate</td><td>\$</td></tr> <tr><td>Personal & Adv Injury</td><td>\$</td></tr> <tr><td>Med Exp (any one person)</td><td>\$</td></tr> <tr><td>Products - Comp/Op Agg</td><td>\$</td></tr> <tr><td>Fire Damage (each fire)</td><td>\$</td></tr> </table>	Each Occurrence	\$5,000,000	General Aggregate	\$	Personal & Adv Injury	\$	Med Exp (any one person)	\$	Products - Comp/Op Agg	\$	Fire Damage (each fire)	\$
Each Occurrence	\$5,000,000														
General Aggregate	\$														
Personal & Adv Injury	\$														
Med Exp (any one person)	\$														
Products - Comp/Op Agg	\$														
Fire Damage (each fire)	\$														
<input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2013	6/30/2014	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td>\$5,000,000</td></tr> <tr><td>Bodily Injury (per person)</td><td>\$</td></tr> <tr><td>Bodily Injury (per accident)</td><td>\$</td></tr> <tr><td>Property Damage (per accident)</td><td>\$</td></tr> </table>	Each Occurrence	\$5,000,000	Bodily Injury (per person)	\$	Bodily Injury (per accident)	\$	Property Damage (per accident)	\$				
Each Occurrence	\$5,000,000														
Bodily Injury (per person)	\$														
Bodily Injury (per accident)	\$														
Property Damage (per accident)	\$														
<input type="checkbox"/> Excess Liability			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td>\$ N/A</td></tr> <tr><td>Aggregate</td><td>\$ N/A</td></tr> </table>	Each Occurrence	\$ N/A	Aggregate	\$ N/A								
Each Occurrence	\$ N/A														
Aggregate	\$ N/A														
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2013	6/30/2014	\$Per scheduled limits and Member Agreement												
<input type="checkbox"/> Workers Compensation (Coverage A) Employers' Liability (Coverage B)			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td><input type="checkbox"/> Statutory / Cov. A</td><td></td></tr> <tr><td>Each Accident / Cov. B</td><td>\$ 2,000,000</td></tr> <tr><td>Disease - Each Employee</td><td>\$ 2,000,000</td></tr> <tr><td>Disease - Policy Limit</td><td>\$ 2,000,000</td></tr> </table>	<input type="checkbox"/> Statutory / Cov. A		Each Accident / Cov. B	\$ 2,000,000	Disease - Each Employee	\$ 2,000,000	Disease - Policy Limit	\$ 2,000,000				
<input type="checkbox"/> Statutory / Cov. A															
Each Accident / Cov. B	\$ 2,000,000														
Disease - Each Employee	\$ 2,000,000														
Disease - Policy Limit	\$ 2,000,000														
Description: Proof of Coverage.															

CANCELLATION: If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

<input type="checkbox"/> Additional Covered Party <input type="checkbox"/> Loss Payee, as his, her or its interests appear	
<i>Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*</i>	
Certificate Holder: State of New Hampshire Department of Safety 33 Hazen Drive Concord, NH 03301	Companies By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>7/1/2013</u>
Please direct inquiries to: Debra A. Lewis 603.226-1322 x3332	

*Terms in quotes are defined in the Member Agreement.

NEIP	Town of New Ipswich
NELO	Town of New London
NELS	Town of Nelson
NESD	Nelson School District
NESP	New London Springfield Water Prec.
NEWB	Town of Newbury
NEWF	Newfields School District
NEWI	Town of Newington
NEWM	Town of Newmarket
NEWS	Newport School District
NEWT	Town of Newton
NEXT	NEXT Charter School
NHAC	NH Association of Counties
NHMB	NH Municipal Bond Bank
NHSB	NH School Boards Association
NOCC	North Country Council
NOCE	North Country Emergency Response Team
NOCO	North Conway Water Precinct
NOCY	North Country Charter Academy
NOHV	North Haverhill Water & Light
NORV	Village of Northwood Ridge Water District
NOSW	North Swanzey Water & Fire Precinct
NOTT	Town of Nottingham
NOWA	North Walpole Village District
ORAN	Town of Orange
ORFV	Orford Village District
OSSI	Town of Ossipee
PACE	PACE Career Academy Charter School
PEBO	Penacook Boscawen Water Precinct
PEBS	Pembroke School District
PELH	Town of Pelham
PEMB	Town of Pembroke
PEMI	Pemi-Baker Regional School District
PEMW	Pembroke Water Works
PENA	Penacook Civil Defense Rescue
*PIER	Town of Piermont
PILL	Pillsbury Lake Village District
PITS	Town of Pittsburg
PITT	Town of Pittsfield
PLAS	Town of Plaistow
PLYM	Town of Plymouth
PLYS	Plymouth School District
PLYV	Plymouth Village Water & Sewer
POLA	Polaris Charter School
PORT	City of Portsmouth
RAND	Town of Randolph
RAYS	SAU #33 - Raymond

CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee box below, if checked.

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF EITHER OR BOTH OF THE COMPANIES AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Participating Member: Member Number:	Workers Compensation (List Attached)	Companies Affording Coverage (the "Companies"): Company A: Local Government Center Property-Liability Trust, LLC Company B: Local Government Center Workers' Compensation Trust, LLC P.O. Box 617, Concord, NH 03302-0617			
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)		
<input type="checkbox"/> General Liability (Member Agreement Section III.A)			Each Occurrence	\$5,000,000	
			General Aggregate	\$	
			Personal & Adv Injury	\$	
			Med Exp (any one person)	\$	
			Products -Comp/Op Agg	\$	
<input type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____			Each Occurrence	\$5,000,000	
			Bodily Injury (per person)	\$	
			Bodily Injury (per accident)	\$	
			Property Damage (per accident)	\$	
			Fire Damage (each fire)	\$	
<input type="checkbox"/> Excess Liability			Each Occurrence	\$ N/A	
			Aggregate	\$ N/A	
<input type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000				\$Per scheduled limits and Member Agreement	
<input checked="" type="checkbox"/> Workers Compensation (Coverage A) Employers' Liability (Coverage B)	1/1/2013	12/31/2013	<input type="checkbox"/> Statutory / Cov. A		
			Each Accident / Cov. B	\$ 2,000,000	
			Disease - Each Employee	\$ 2,000,000	
			Disease - Policy Limit	\$ 2,000,000	
Description: Proof of Coverage					

CANCELLATION: If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

Additional Covered Party		<input type="checkbox"/> Loss Payee, as his, her or its interests appear
<i>Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*</i>		
Certificate Holder: State of New Hampshire Department of Safety 33 Hazen Drive Concord, NH 03301	Companies By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>12/10/2012</u>	Please direct inquiries to: Debra A. Lewis 603.226.4481

*Terms in quotes are defined in the Member Agreement.

TOWN OF HILLSBOROUGH	
TOWN OF JACKSON	
TOWN OF LANDAFF	
TOWN OF LEE	
TOWN OF LISBON	
TOWN OF LYME	
TOWN OF MADBURY	
TOWN OF MADISON	
TOWN OF MARLBOROUGH	
TOWN OF MARLOW	
TOWN OF MIDDLETON	
TOWN OF NEW CASTLE	
TOWN OF NEW HAMPTON	
TOWN OF NEW LONDON	
TOWN OF NEWBURY	
TOWN OF NEWINGTON	
TOWN OF NEWMARKET	
TOWN OF NEWTON	
TOWN OF OSSISPEE	
TOWN OF PELHAM	
TOWN OF PEMBROKE	
*	TOWN OF PIERMONT *
TOWN OF PITTSFIELD	
TOWN OF RANDOLPH	
TOWN OF RICHMOND	
TOWN OF ROLLINSFORD	
TOWN OF SHARON	
TOWN OF SPRINGFIELD	
TOWN OF STARK	
TOWN OF STEWARTSTOWN	
TOWN OF SUGAR HILL	
TOWN OF SUTTON	
TOWN OF SWANZEY	
TOWN OF TILTON	
TOWN OF TROY	
TOWN OF WAKEFIELD	
TOWN OF WALPOLE	
TOWN OF WARNER	
TOWN OF WEBSTER	

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.