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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

April 8, 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 Grantham (VC# 177523-B002), Grantham, NH for a total amount of \$261,375.00 for implementation of projects identified through the evaluation of natural hazards. Effective upon Governor and Council approval through December 10, 2015. Funding source: 100% Federal Funds.

Funding is available in the SFY 2013 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			\$261,375.00

### Explanation

The Town of Grantham proposes to eliminate the restriction in the flow of Skinner Brook at the New Aldrich Road Crossing by replacing the undersized series of four 7' x4'6x35' concrete box culverts on Olde Farms Road with an open concrete arch culvert 24' Wx6'Hx50'L concrete arch culvert, which will prevent the continued back-water conditions experienced in the area. In addition, the drainage evaluation of the existing conditions has determined that the existing culverts are 0.5 feet too high, to work effectively. The installation of the new open bottom arch culvert will include appropriate stream bank restoration. 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 in full; not every application submitted is determined to be program eligible. However, all applications that are determined to be eligible are funded at the requested dollar amount listed in their application, pending availability of adequate program funding.

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

Respectfully submitted,

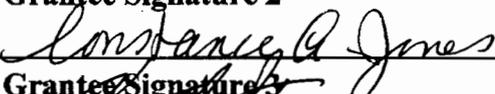
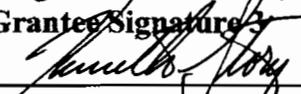
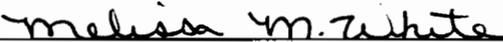
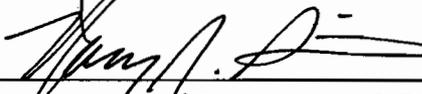
  
John J. Barthelmes  
Commissioner of Safety

# GRANT AGREEMENT

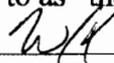
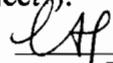
The State of New Hampshire and the Grantee hereby mutually agree as follows:

## GENERAL PROVISIONS

### 1. Identification and Definitions.

<b>1.1. State Agency Name</b> NH Department of Safety, Homeland Security and Emergency Management		<b>1.2. State Agency Address</b> 33 Hazen Drive Concord, NH 03305	
<b>1.3. Grantee Name</b> Town of Grantham		<b>1.4. Grantee Address</b> 300 Route 10 South Grantham, NH 03753	
<b>1.5. Effective Date</b> G&C Approval	<b>1.6. Completion Date</b> December 10, 2015	<b>1.7. Audit Date</b> N/A	<b>1.8. Grant Limitation</b> \$261,375.00
<b>1.9. Grant Officer for State Agency</b> Lance D. Harbour		<b>1.10. State Agency Telephone Number</b> (603) 223-3633	
"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."			
<b>1.11. Grantee Signature 1</b> 		<b>1.12. Name &amp; Title of Grantee Signor 1</b> WARREN KIMBALL SELECTMAN	
<b>Grantee Signature 2</b> 		<b>Name &amp; Title of Grantee Signor 2</b> CONSTANCE A. JONES SELECTMAN	
<b>Grantee Signature 3</b> 		<b>Name &amp; Title of Grantee Signor 3</b> KENNETH STORY, SELECTMAN	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of Sullivan, on 4/23/13, 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.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace</b> (Seal) 			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> Melissa M. White Justice of the Peace			
<b>1.14. State Agency Signature(s)</b>  4/16/13		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> John Beardmore, Director of Administration	
<b>1.16. Approval by Attorney General (Form, Substance and Execution)</b> By:  Assistant Attorney General, On: 4/17/2013			
<b>1.17. Approval by Governor and Council</b> By: _____ On: 1/1			

**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    
Page 1 of 6

Date 4/23/13

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 807 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,

- 9.2. computer programs, computer printouts, notes, letters, memoranda, paper, and documents; all whether finished or unfinished.
- 9.3. Between the Effective Date and the Completion Date the 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.
- 9.4. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.5. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.6. 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 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) 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 employee
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

#### I. WORK TASKS

The Town of Grantham is being provided a hazard mitigation grant in the amount of \$261,375.00 for culvert improvement project on Olde Farms Road.

The Town of Grantham proposes to eliminate the restriction in the flow of Skinner Brook at the New Aldrich Road Crossing by replacing the undersized series of four 7'x4'6x35' concrete box culverts on Olde Farms Road with an open concrete arch culvert 24'Wx6'Hx50'L concrete arch culvert, which will prevent the continued back-water conditions experienced in the area. In addition, the drainage evaluation of the existing conditions has determined that the existing culverts are 0.5 feet too high, to work effectively. The installation of the new open bottom arch culvert will include appropriate stream bank restoration.

All work and the closeout of this project will be completed by December 10, 2015.

#### II. PROJECT REVIEW and CONDITIONS

The Town of Grantham 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 Town of Grantham shall submit quarterly progress reports starting with the quarter ending March 31, 2013. These reports shall continue until the project is closed out.

The Town of Grantham is responsible for the 25% cost share, which is \$87,125.00. The Town of Grantham 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	\$ 87,125.00	\$ 261,375.00	\$ 348,500.00
Column Totals	\$ 87,125.00	\$ 261,375.00	\$ 348,500.00
The Project Cost is 75% Federal Funds, 25% Applicant Share			

**II. FEE SCHEDULE**

- a. A request for reimbursement of expended funds shall be submitted to the State Hazard Mitigation officer on community letterhead and must include documentation of expenses.
- b. A request for an advancement of funds must be submitted in writing to the State Hazard Mitigation Officer. The request must be made on community letterhead and must include documentation of anticipated expenses. Requests 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.

## EXHIBIT C

### SPECIAL PROVISIONS

- I. This grant agreement may be terminated upon thirty (30) days written notice by either party.
- II. 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.
- III. The Town of Grantham 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 Grantham 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 4 years from the end of this audit period.



**FEMA**

December 10, 2012

Christopher Pope, Director  
Homeland Security and Emergency Management  
33 Hazen Dr.  
Concord, NH 03305

Re: FEMA-4026-DR-NH  
Hazard Mitigation Grant Program (HMGP) Project # 1-R  
Olde Farms Road Culvert Replacement, Grantham, NH

Dear Director Pope:

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

4026-1-R	Town of Grantham, New Hampshire Olde Farms Road Culvert Replacement	\$	261,375
	<b>Total:</b>	\$	<b>261,375</b>

The project performance period shall be three years from the date of this letter.

If you have any questions, please do not hesitate to call Stephanie Leydon with the FEMA Region I Mitigation Division at (617) 832-4766.

Sincerely,

A handwritten signature in cursive script, appearing to read "Dean J. Savramis".

Dean J. Savramis  
Director, Mitigation Division  
FEMA Region I

Enclosures

# DRAFT

## Town of Grantham - Board of Selectmen Regular Meeting Minutes March 13, 2013

The regular meeting of the Board of Selectmen was called to order at 5:00pm on Wednesday, March 13, 2013 by Chairman Warren Kimball. The meeting was held in the Grantham Town Building, Jerry Whitney Memorial Conference Room at 300 Route 10 South, Grantham, NH.

Present: Chairman Warren Kimball; Selectman Ken Story; Selectman Constance Jones; Administrative Assistant Ann Jasper; Police Chief Walter Madore; Fire Chief Jay Fountain; Athletics Director Marsha Googins and Margit McGowan

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Administrative Assistant, Ann Jasper

### **ADMINISTRATIVE**

#### **APPROVED:**

- ✓ Payroll Manifest #387 & #388
- ✓ Accounts Payable Manifest #359
- ✓ Building Permits:
  - a. M/L 226-033-000; 52 Rum Brook Lane - Construction of New Home
  - b. M/L 215-182-000; 12 Bright Slope Way - Deck
  - c. M/L 236-064-000; 2573 Stoney Brook Road - Decks
  - d. M/L 213-083-000; 7 Shore Road – Deck
  - e. M/L 215-055-000; 436 Road Round the Lake – Enclose Screen Porch
- ✓ Property Tax Abatements:
  - a. M/L 215-018-000; 5 Anderson Pond Road
- ✓ Property Tax Refunds (due to overpayment):
  - a. M/L 215-061-030; 30 Bay Tree Lane
  - b. M/L 222-269-009; 30 Barn Owl Overlook
- ✓ Lien Payment
- ✓ Cartographic Agreement

#### **DENIED:**

- ✓ Application for Veteran's Tax Credit:
  - a. M/L 225-223-000; 6 Pinehurst Drive

### **APPROVAL OF MINUTES**

Chairman Kimball asked if there were any changes to the regular meeting minutes of February 27<sup>th</sup>, 2013. A motion was made by Selectman Story to approve the regular meeting minutes of February 27, 2013 as written; seconded by Selectman Jones. **Unanimously approved.**

# DRAFT

the two assessments, then it could be discussed at a future Selectmen's meeting with both assessors present. Selectman Jones asked McGowan if she should not sell the property and stay there, does she really want the higher assessment because her real estate taxes will increase. McGowan said she did give that a lot of thought. McGowan thanked the Board of Selectmen.

## CORRESPONDENCE

- New Hampshire Department of Transportation: A notice was received from the New Hampshire Department of Transportation showing an updated amount of State Highway Block Grant Aid available to Grantham in Fiscal Year 2013 in the amount \$56,189.66.

## OLD BUSINESS

- Olde Farms Road Bridge #107/113: A telephone conference call was held on March 6, 2013 with Town Administrator White, Bridge Engineer Erin Darrow and the Grantham Highway Department. Darrow will be receiving bids from Michie Corp and PSI (Precast Structures Inc.) for the pre-cast bridge. Darrow stated the wetlands permit will be submitted the week of March 11, 2013 but as of today, there is no update on the status of the wetlands permit.

## NEW BUSINESS

- Olde Farms Road Bridge #107/113 Grant Agreement: A Public Hearing on the Olde Farms Road Bridge #107/113 Grant Agreement was held on January 23, 2013. The Board of Selectmen recognized that the 75% FEMA cost share will be \$261,375.00 and the Town of Grantham will be responsible for 25% in the amount of \$87,125.00 in matching funds or in-kind services. The Town's Highway Department will perform as much in-kind services as possible toward the town's 25% match for the Grant. A motion to approve and accept the Hazard Mitigation Grant and to commit the Town of Grantham to \$87,125.00 in matching funds or in-kind services was made by Selectman Jones; seconded by Selectman Story.  
***Unanimously approved.***

## DEPARTMENT/COMMITTEE REPORTS

- Police Department – February Report:
  - Chief Madore attended an Eastman Board of Directors' Meeting where the topic of discussion was on removing the private designation on the major roads in Eastman to allow for traffic enforcement by the Grantham Police Department.
- Fire Department – February Report:
  - Responded to 13 calls consisting of 7 EMS and 6 Fire/Rescue.



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) 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, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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 Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> 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 Primex<sup>3</sup>. 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>	<i>Member Number:</i>	<i>Company Affording Coverage:</i>	
Schedule of Primex Property & Liability Members Attached		NH Public Risk Management Exchange - Primex <sup>3</sup> 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, if Not:	
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2012	7/1/2013	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	\$
			Med Exp (Any one person)	
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
<input type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>			<input type="checkbox"/> Statutory	
			Each Accident	
			Disease -- Each Employee	
			Disease -- Policy Limit	
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	

**Description:** Proof of Primex Member coverage only.

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> – NH Public Risk Management Exchange</b>
NH Homeland Security & Emergency Management 33 Hazen Dr Concord, NH 03301			<b>By:</b> <i>Tammy Denver</i>
			<b>Date:</b> 6/5/2012    tdenver@nhprimex.org  Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

<b>Member Name</b>	<b>Member Number</b>	<b>Member SAU</b>
Derry, Town Of	154	
Dover School District	900	11
Dresden School District	913	70
Durham, Town Of	160	
Epping School District	713	14
Farmington, Town Of	171	
Franklin School District	716	18
Fremont School District	717	83
Gilford School District	718	73
Gilford, Town Of	178	
Gilmanton School District	719	79
Gilsum, Town Of	180	
Gorham, Town Of	182	
Governor Wentworth Regional School District	721	49
Grafton County	603	
Grantham School District	851	75
Grantham, Town Of	185	
Greenfield, Town Of	186	
Greenland School District	796	50
Hampstead School District	776	55
Hampton Falls School District	795	21
Hampton Falls, Town Of	192	
Hampton School District	842	21
Hanover School District	919	70
Harrisville, Town Of	195	
Haverhill Cooperative School District	723	23
Haverhill, Town of	196	
Henniker School District	724	24
Hinsdale, Town Of	201	
Hill School District	725	18
Hillsborough County	608	
Hooksett School District	921	15
Hudson School District	789	81
Inter-Lakes Cooperative School District	812	2
Jaffrey, Town Of	208	
Jaffrey-Rindge Cooperative School District	923	47
John Stark Regional School District	765	24
Kearsarge Region School District	868	65
Keene, City Of	210	
Kingston, Town Of	212	
Laconia School District	729	30

\* Denotes Additional Insured



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) 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, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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 Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> 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 Primex<sup>3</sup>. 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.

<b>Participating Member:</b> Schedule of Primex WC Members Attached	<b>Member Number:</b>	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not	
<input type="checkbox"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	\$
			General Aggregate	\$
			Fire Damage (Any one fire)	\$
			Med Exp (Any one person)	\$
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2013	1/1/2014	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease – Each Employee	\$2,000,000
			Disease – Policy Limit	\$
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	

**Description:** Proof of Primex Member coverage only.

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> – NH Public Risk Management Exchange</b>  By: <i>Tammy Denver</i>  Date: 12/4/2012    tdenver@nhprimex.org  Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> <b>603-225-2841 phone</b> <b>603-228-3833 fax</b>
NH Department of Safety 33 Hazen Dr Concord, NH 03301			

· Town Of Freedom	176
· Town Of Fremont	177
· Town Of Gilford	178
· Town Of Gilsum	180
· Town Of Gorham	182
· Town Of Goshen	183
· Town Of Grafton	184
* Town Of Grantham *	185
· Town Of Greenville	188
· Town Of Hampstead	190
· Town Of Hancock	193
· Town Of Harrisville	195
· Town Of Henniker	198
· Town Of Hollis	203
· Town Of Hopkinton	205
· Town Of Jaffrey	208
· Town Of Jefferson	209
· Town Of Kensington	211
· Town Of Kingston	212
· Town Of Lancaster	214
· Town Of Langdon	216
· Town Of Lempster	219
· Town Of Lincoln	220
· Town Of Litchfield	222
· Town Of Littleton	223
· Town Of Loudon	225
· Town Of Lyman	226
· Town Of Lyndeborough	228
· Town Of Mason	234
· Town Of Meredith	235
· Town Of Milan	238
· Town Of Milford	239
· Town Of Milton	240
· Town Of Monroe	241
· Town Of Mont Vernon	242
· Town Of Moultonborough	243
· Town Of Nelson	244
· Town Of New Boston	246
· Town Of New Ipswich	253
· Town Of Newfields	250
· Town Of Newport	256
· Town Of Northfield	258
· Town Of Northumberland	260
· Town Of Northwood	261
· Town Of Nottingham	262
· Town Of Orange	263
· Town Of Orford	264
· Town Of Pittsburg	270
· Town Of Plainfield	272
· Town Of Plaistow	273
· Town Of Plymouth	274
· Town Of Raymond	277
· Town Of Rindge	279
· Town Of Roxbury	282
· Town Of Rumney	283
· Town Of Rye	284
· Town Of Salem	285
· Town Of Salisbury	286
· Town Of Sanbornton	287
· Town Of Sandown	288
· Town Of Sandwich	289
· Town Of Seabrook	290

# 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.