

83 dm



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 10, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management requests authorization to enter into a grant agreement with the Town of Hampton (VC#177399-B002) for the purchase and installation of a generator at the community's wastewater treatment facility for a total amount of \$100,000.00. Effective upon Governor and Council approval through September 30, 2016. Funding source: 100% Federal Funds.

Funding is available in the SFY 2016 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			\$100,000.00

Explanation

The purpose of the project is to purchase and install an emergency generator at Hampton's Wastewater Treatment Facility (WWTF). The project would allow the WWTF to maintain power supply to critical infrastructure in the event of a disaster related power outage. The emergency generator would power vital equipment during a power outage such as influent pumps, screens, primary treatment and secondary treatment (aeration). The grant listed above is funded from the FFY 2014 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 available 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 the grant's current 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 B 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.

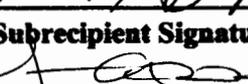
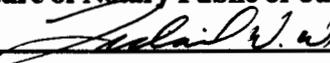
Respectfully submitted,

John J. Barthelmes
Commissioner of Safety

GRANT AGREEMENT

The State of New Hampshire and the Subrecipient 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. Subrecipient Name Town of Hampton (VC#177399-B002)		1.4. Subrecipient Tel. #/Address 603-926-6766 100 Winnacunnet Road, Hampton NH 03842	
1.5 Effective Date G&C Approval	1.6. Account Number AU #8092	1.7. Completion Date September 30, 2016	1.8. Grant Limitation \$100,000.00
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. Subrecipient Signature 1 		1.12. Name & Title of Subrecipient Signor 1 Rick Griffin, Chairman	
Subrecipient Signature 2 		Name & Title of Subrecipient Signor 2 Eusty Rodle, Vice Chairman	
Subrecipient Signature 3 		Name & Title of Subrecipient Signor 3 Jim Waddell, Selectman	
1.13. Acknowledgment: State of New Hampshire, County of <u>DOCKINGHAM</u> , on <u>11/2/15</u> , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) 		FREDERICK W. WELCH, Notary Public My Commission Expires April 18, 2017	
1.13.2. Name & Title of Notary Public or Justice of the Peace <u>FREDERICK W. WELCH, Town Manager</u>			
1.14. State Agency Signature(s) By:  On: <u>11/14/15</u>		1.15. Name & Title of State Agency Signor(s) <u>Elizabeth A. Biolocki, Director of Administration</u> <u>Business Administrator IV</u>	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: <u>11/19/2015</u>			
1.17. Approval by Governor and Council (if applicable) By: _____ On: <u>11</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 Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), 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").

Subrecipient Initials ARB  
Page 1 of 6 Date 11/02/2015

3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
 - 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").
 - 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
 - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
 - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
 - 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient 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 Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient 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 SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient 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 Subrecipient, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS:
 - 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
 - 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient 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, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
8. PERSONNEL.
 - 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
 - 11.1. Any one or more of the following acts or omissions of the Subrecipient 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 Subrecipient 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 Subrecipient notice of termination; and
 - 11.2.2 Give the Subrecipient 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 Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
 - 11.2.3 Set off against any other obligation the State may owe to the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient'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 Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, 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

[Handwritten Signature]

[Handwritten Signature]

- 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. **SUBRECIPIENT'S RELATION TO THE STATE.** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient 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 Subrecipient 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 Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
 16. **INDEMNIFICATION.** The Subrecipient 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 Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. 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 Subrecipient 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 \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
 - 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
 18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.
 19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required, or by the signing State Agency.
 21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the 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.



 Date 11/02/2015

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 Hampton (hereinafter referred to as "the Subrecipient") \$100,000.00 for the purchase and installation of a generator at the community's wastewater treatment facility.
2. "The Subrecipient" agrees that the project grant period ends September 30, 2016 and that a final performance and expenditure report will be sent to "the State" by October 31, 2016.
3. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. "The Subrecipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, "the Subrecipient" shall maintain documentation of the 50% cost share required by this grant.

Subrecipient Initials

Page 4 of 6

Date

RRT
ADH
[Signature]
[Signature]
11/02/2015

EXHIBIT B

Grant Amount and Method of Payment

1. GRANT AMOUNT

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	\$100,000.00	\$100,000.00	\$200,000.00
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-00061			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.042 (EMPG)			

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$100,000.00.
- b. "The State" shall reimburse up to \$100,000.00 to "the Subrecipient" upon "the State" receiving appropriate documentation of expended funds (i.e, copies of invoices and cancelled checks) and proof of match from "the Subrecipient".

Subrecipient Initials

Page 5 of 6

Date

11/02/2015

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 Subrecipient" 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 Subrecipient" must be expended within 30 days of receiving the advanced funds.
4. The "Subrecipient" 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 Subrecipient" will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to "the State".

Additionally, "the Subrecipient" has or will notify their auditor of the above requirements prior to performance of the audit. "The Subrecipient" 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 Subrecipient" will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133. "The Subrecipient" will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

Subrecipient Initials

RPO
KOLBERT

Page 6 of 6

Date

11/02/2015

Note: Draft minutes are subject to corrections, additions and deletions.

November 02, 2015

PRESENT: Rick Griffin, Chairman
Rusty Bridle, Vice-Chairman
Mary-Louise Woolsey, Selectman
Phil Bean, Selectman
Jim Waddell, Selectman
Frederick Welch, Town Manager

SALUTE TO THE FLAG

I. Public Comment Period (5:55)

Corinne Baker, 244 Exeter Road: 4% tax increase; Selectman Griffin stated that the Town passed warrant articles not the Selectmen; 38 warrant articles had recommendations of yes from the Selectmen, commented that voters rely on the Selectmen when they recommend warrant articles; read a statement of the Rational Taxpayers concerning warrant articles; questioned why some agencies are in the Human services Article.

Stanley Babulas, 72 Dearborn Avenue: here to show support for Katie & David Pinto; traffic on Dearborn is heavy; wants to know what can be done to relieve the traffic.

II. Announcements and Community Calendar (10:38)

Selectman Waddell: the pathway that was renovated by Experience Hampton with support from Town Departments between the Municipal Parking lot and downtown area is beautiful and they did a great job. Road from Portsmouth to Hampton on the Rails to Trails.

Selectman Woolsey: SAU90 is holding a public forum tomorrow night to rehab Hampton Academy; Tuck Museum opening; as your Representative to the Conservation Commission I have been blown away by two Eagle Scout candidates Charlie Gasperoni and Jordan Kauser, who are working on projects for the Town and amazing to see such remarkable young people.

III. Consent Agenda (14:08)

1. Hampton Cemetery Deeds: Ann M. Donahue; W. Robert & Lorraine O. Wysocki
2. Release of Welfare Lien – 79 Leavitt Road

Selectman Bridle MOTIONED to move the Consent Agenda SECONDED by Selectman Woolsey.

VOTE: 5-0-0

IV. Appointments (14:25)

1. Chief Ayotte, Fire Department
 - a. Departmental Update

Note: Draft minutes are subject to corrections, additions and deletions.

(5). Police Tasers \$80,000

Town Manager Welch: purchase of Police Tasers \$80,000; recommend if you are going to do this you take it from the undesignated general fund balance; they are not lethal weapons, they are weapons that will incapacitate a person without breaking their bones or shooting them; non-lethal, they are replacement.

The Selectmen support this article.

VOTE: 5-0-0

Selectman Woolsey: Mr. Breen person on Babcock Avenue, can we respond to him? Town Manager Welch: I have yet to receive anything, if someone would send me a copy I would be happy to respond.

VII. New Business (2:51:40)

1. Emergency Management Performance Grant (EMPG)
 - a. Wastewater Treatment Facility Generator Project

Town Manager Welch: this is a grant, which will afford us the opportunity to acquire \$100,000 towards the purchase of a generator at the Waste Water Treatment Plant to run the aeration system.

* Selectman Woolsey MOTIONED that the Town of Hampton Board of Selectmen, in a majority vote, accepted the terms of the Emergency Management Performance Grant (EMPG) as presented in the amount of \$100,000 for the purchase of a Generator. Furthermore, the Board acknowledges that the total cost of this project will be \$200,000, in which the Town will be responsible for a 50% match (\$100,000) SECONDED by Selectman Waddell. *

VOTE: 5-0-0

2. Bid 2015-023 Standby Generator
 - a. Purchasing Policy Waiver Section 718-4.B (2)

Town Manager Welch: we had put out a bid to replace the standby generator at Merrill Industrial Drive at the Pump Station; the bid was \$27,270, which is \$7,270 more than we estimated the cost.

Selectman Woolsey MOTIONED to Waive the Purchasing Policy Section 718-4.B (2) to contract with Power Technologies SECONDED by Selectman Waddell.

VOTE: 5-0-0

3. Authorization to expend an additional \$7,270.00 from the Wastewater System Development Charge Fund (Sewer Access Fee Account) for WWTP Generator

Selectman Bridle MOTIONED to Authorization to expend an additional \$7,270.00 from the Wastewater System Development Charge Fund (Sewer Access Fee Account) for WWTP Generator SECONDED by Selectman Woolsey.

VOTE: 5-0-0

4. Approval of Brazonic's request for an "Economic Revitalization Zone"

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"): Property-Liability Trust, Inc. PO Box 2008, Concord, NH 03302-2008		
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)	7/1/2015	6/30/2016	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 _____	7/1/2015	6/30/2016	Each Occurrence	\$5,000,000
			Bodily Injury (per person)	\$
			Bodily Injury (per accident)	\$
			Property Damage (per accident)	\$
			Aggregate	\$ N/A
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2015	6/30/2016	\$Per scheduled limits and Member Agreement	
<input type="checkbox"/> Workers Compensation (Coverage A) Employers' Liability (Coverage B)			<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		
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.*		
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>7/1/2015</u>	Please direct inquiries to: Debra A. Lewis 603.226-1322 x3332

*Terms in quotes are defined in the Member Agreement.



Property Liability Coverage Members
FY16 (7/1/2015-6/30/2016)

Member Sort Name	Street Address	City	State	Zip	Phone	Fax
Town of Chatham	1788 Main Road	Chatham	NH	03813	603-694-3388	603-694-2043
Town of Chester	84 Chester Street	Chester	NH	03036	603-887-4980	603-887-8811
Town of Chichester	54 Main Street	Chichester	NH	03258	603-798-5350	603-798-3170
Town of Clarksville	408 NH Route 145	Clarksville	NH	03592	603-246-7751	603-246-3480
Town of Columbia	PO Box 157	Colebrook	NH	03576	603-237-5255	603-237-8270
Town of Cornish	488 Town House Road	Cornish	NH	03745	603-675-5611	603-675-5605
Town of Dalton	756 Dalton Road	Dalton	NH	03598	603-837-7027	603-837-9642
Town of Danbury	23 High Street	Danbury	NH	03230	603-768-3313	603-768-3313
Town of Danville	210 Main Street	Danville	NH	03819	603-382-8253 x3	603-382-3363
Town of Deering	762 Deering Center Road	Deering	NH	03244	603-464-3248	603-464-3804
Town of Dorchester	1021 NH Route 118	Dorchester	NH	03266	603-786-5095	603-786-9476
Town of Dublin	1120 Main Street	Dublin	NH	03444	603-563-8544	603-563-9221
Town of Dunbarton	1011 School Street	Dunbarton	NH	03046	603-774-3541 x102	603-774-5541
Town of East Kingston	24 Depot Road	East Kingston	NH	03827	603-642-8406	603-642-8406
Town of Easton	1060 Easton Valley Road	Easton	NH	03580	603-823-8017	603-823-7780
Town of Eaton	PO Box 88	Eaton	NH	03832	603-447-2840	603-447-2560
Town of Effingham	68 School Street	Effingham	NH	03882	603-539-7770	603-539-7799
Town of Enfield	PO Box 373	Enfield	NH	03748	603-632-5026 x5401	603-632-5182
Town of Epsom	940 Suncook Valley Highway	Epsom	NH	03234-0010	603-736-9002	603-736-8539
Town of Errol	PO Box 100	Errol	NH	03579	603-482-3351	603-482-3804
Town of Fitzwilliam	PO Box 725	Fitzwilliam	NH	03447	603-585-7723	603-585-7744
Town of Fremont	PO Box 120	Fremont	NH	03044-0120	603-895-2226 x10	603-895-3149
Town of Gilmanton	PO Box 550	Gilmanton	NH	03237	603-267-6700 x12	603-267-6701
Town of Goffstown	16 Main Street	Goffstown	NH	03045	603-497-8990	603-497-8993
Town of Goshen	PO Box 68	Goshen	NH	03752	603-863-5080	603-863-6139
Town of Grafton	PO Box 299	Grafton	NH	03240	603-523-7700	603-523-4026
Town of Greenland	PO Box 100	Greenland	NH	03840	603-431-7111 x100	603-430-3761
Town of Greenville	PO Box 343	Greenville	NH	03048	603-878-2084	603-878-5038
Town of Hampton	100 Winnacunnet Road	Hampton	NH	03842	603-929-5908	603-926-6853
Town of Harts Location	PO Box 540	Harts Location	NH	03812	603-374-6397	603-374-6168
Town of Hebron	PO Box 188	Hebron	NH	03241	603-744-2631	603-744-5330
Town of Hill	30 Crescent Street	Hill	NH	03243	603-934-1094	603-934-2011
Town of Hillsborough	PO Box 7	Hillsborough	NH	03244	603-464-7972	603-464-4270
Town of Jackson	PO Box 268	Jackson	NH	03846-0268	603-383-4223	603-383-6980
Town of Jefferson	PO Box 81	Jefferson	NH	03583	603-586-4553	603-586-4553
Town of Kensington	243 Amesbury Road	Kensington	NH	03833	603-772-5423 x3	603-772-6841
Town of Landaff	12 Center Hill Road	Landaff	NH	03585	603-838-6220	603-838-5225
Town of Lempster	PO Box 33	East Lempster	NH	03605	603-863-2698	603-863-8105
Town of Lisbon	46 School Street	Lisbon	NH	03585	603-838-6376	603-838-6790
Town of Litchfield	2 Liberty Way, Suite 1	Litchfield	NH	03052	603-424-4046 x1250	603-424-3014
Town of Littleton	125 Main Street, Suite 200	Littleton	NH	03561	603-444-3996 x11	603-444-1703



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"): Property-Liability Trust PO Box 2008, Concord, NH 03302-2008			
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	\$	
			Fire Damage (each fire)	\$	
			Each Occurrence	\$5,000,000	
<input type="checkbox"/> Automobile Liability (Member Agreement Section III.A)			Bodily Injury (per person)	\$	
<input type="checkbox"/> Any Auto			Bodily Injury (per accident)	\$	
<input type="checkbox"/> All Owned Autos			Property Damage (per accident)	\$	
<input type="checkbox"/> Scheduled Autos					
<input type="checkbox"/> Hired Autos					
<input type="checkbox"/> Non-Owned Autos					
<input type="checkbox"/> Other _____					
<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)	7/1/2015	6/30/2016	<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
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.*		
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>7/1/2015</u>	Please direct inquiries to: Debra A. Lewis 803.226-1322 x3332

*Terms in quotes are defined in the Member Agreement.



Member Sort Name	FEIN	Street Address	City	State	Zip
Town of Danville	02-0318390	210 Main Street	Danville	NH	03819-
Town of Dorchester	02-0305404	1021 NH Route 118	Dorchester	NH	03266-
Town of Dublin	02-6000234	1120 Main Street	Dublin	NH	03444-
Town of Enfield	02-6003337	PO Box 373	Enfield	NH	03748-
Town of Fitzwilliam	02-6000283	PO Box 725	Fitzwilliam	NH	03447-
Town of Goffstown	02-6000326	16 Main Street	Goffstown	NH	03045-
Town of Greenland	02-0306339	PO Box 100	Greenland	NH	03840-
Town of Hampton	02-6000361	100 Winnacunnnet Road	Hampton	NH	03842-
Town of Hebron	02-6000379	PO Box 188	Hebron	NH	03241-
Town of Hill	02-6000386	30 Crescent Street	Hill	NH	03243-
Town of Hillsborough	02-6000394	PO Box 7	Hillsborough	NH	03244-
Town of Jackson	02-6000432	PO Box 268	Jackson	NH	03846-0268
Town of Landaff	02-6000465	12 Center Hill Road	Landaff	NH	03585-
Town of Lisbon	02-6000488	46 School Street	Lisbon	NH	03585-
Town of Lyme	02-0267587	PO Box 126	Lyme	NH	03768-
Town of Madbury	02-0334847	13 Town Hall Road	Madbury	NH	03823-
Town of Marlborough	02-6000529	PO Box 487	Marlborough	NH	03455-
Town of Middleton	02-6000553	182 Kings Highway	Middleton	NH	03887-
Town of New Castle	02-0260458	PO Box 367	New Castle	NH	03854-0367
Town of Newbury	02-6000637	PO Box 296	Newbury	NH	03255-
Town of Newington	02-0264229	205 Nimble Hill Road	Newington	NH	03801-
Town of Newton	02-6000649	PO Box 378	Newton	NH	03858-
Town of Ossipee	02-6000672	PO Box 67	Center Ossipee	NH	03814-
Town of Pelham	02-6000677	6 Village Green	Pelham	NH	03076-
Town of Piermont	02-6046715	PO Box 67	Piermont	NH	03779-
Town of Pittsfield	02-6000702	85 Main Street	Pittsfield	NH	03263-
Town of Randolph	02-0343609	130 Durand Road	Randolph	NH	03593-
Town of Richmond	02-6000739	105 Old Homestead Highway	Richmond	NH	03470-
Town of Rollinsford	02-6008361	PO Box 309	Rollinsford	NH	03869-
Town of Springfield	02-6000848	PO Box 22	Springfield	NH	03284-
Town of Stark	02-6000851	1189 Stark Highway	Stark	NH	03582-
Town of Stewartstown	52-1781116	PO Box 119	W.Stewartstown	NH	03597-
Town of Sugar Hill	02-0345122	PO Box 574	Sugar Hill	NH	03586-
Town of Sutton	02-6000899	PO Box 487	North Sutton	NH	03260-

