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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

August 11, 2014

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

Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management, requests authorization to enter into a grant agreement with the Town of Easton (VC#160095-B001), for a total amount of \$6,000.00 for the updating of their local hazard mitigation plan. Effective upon Governor and Council approval through January 9, 2016. Funding source: 100% Federal Funds.

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

02-23-23-236010-43930000	Dept. of Safety – HSEM – Pre-Disaster Mitigation	
072-500574	Grants to Local Gov't. - Federal	\$6,000.00
Activity Code: 23PDM13 4393		

Explanation

The grant listed above is funded from the FFY 2013 Pre-Disaster Mitigation Competitive (PDMC) Grant Program, which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The PDMC Grant Program provides funding to sub-grantees for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. FEMA provides PDMC 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. Notification of this program is made to every community by email and by letter sent to the chief elected official of each community.

The PDMC Grant Program is 75% federally funded by the Federal Emergency Management Agency with a 25% match requirement supplied by the sub-grantee. The sub-grantee acknowledges its match obligation as part of Exhibit A to the 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



FEMA

June 12, 2014

Mr. Perry E. Plummer
Director
New Hampshire Department of Safety
Homeland Security and Emergency Management
33 Hazen Drive,
Concord, NH 03305

Subject: FY 2013 Pre-Disaster Mitigation – Competitive Grant Award
Agreement #EMB-2014-PC-0003

Dear Director Plummer:

We are pleased to inform you that your Application for Federal Assistance under the Pre-Disaster Mitigation Competitive Grant Program for fiscal year 2013 has been amended. Your corrected award amount is \$335,458.00 (\$251,593.50 Federal Share and \$83,864.50 grantee share). Your agreement number is EMB-2013-PC-0003.

The funds awarded by this FEMA Form (FF) 76-10A are available for obligation by the recipient only during the period from July 19, 2013 through January 9, 2016. The recipient is not authorized to incur new obligations after the expiration date shown unless a new expiration date is established by FEMA in a letter signed by the Regional Administrator or through issuance of a new FF 76-10A.

Please note that by accepting this award you assume certain administrative and financial responsibilities including the timely submission of financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash on hand. All quarterly programmatic reports are to be submitted through the eGrants system. All quarterly financial reports are to be submitted through the PARS System.

Perry E. Plummer
June 12, 2014
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If you have questions pertaining to this award, please feel free to contact me or Patrick Mooney, Grants Management Specialist, at 617-832-4798.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Ford", with a stylized flourish at the end.

Paul F. Ford
Acting Regional Administrator

PFF/pwm

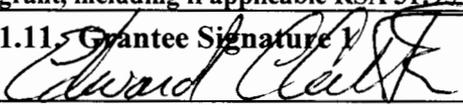
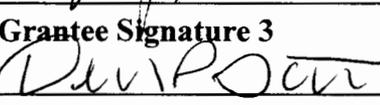
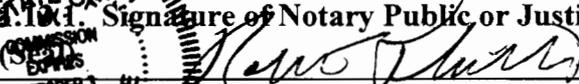
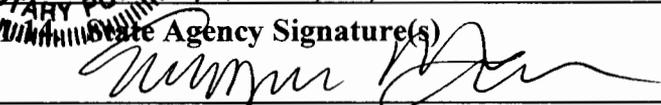
cc: Elizabeth Peck, New Hampshire Homeland Security and Emergency Management
Donna Nelson, Hazard Mitigation Specialist, FEMA

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 Easton		1.4. Grantee Address 1060 Easton Valley Road; Easton, NH 03580	
1.5. Effective Date G&C Approval	1.6. Completion Date January 9, 2016	1.7. Audit Date N/A	1.8. Grant Limitation \$6,000.00
1.9. Grant Officer for State Agency Elizabeth 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 Edward C. Cutler, Select Board	
Grantee Signature 2 		Name & Title of Grantee Signor 2 Zhenye Mei, Selectman	
Grantee Signature 3 		Name & Title of Grantee Signor 3 Deborah P. Stever, Selectman	
1.13. Acknowledgment: State of New Hampshire, County of <u>Grafton</u> , on <u>6/9/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.14.1. Signature of Notary Public or Justice of the Peace 			
1.14.2. Name & Title of Notary Public or Justice of the Peace Robert Thibault			
1.14.3. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Elizabeth Bielecki, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: <u>8/12/2014</u>			
1.17. Approval by Governor and Council By: _____ On: <u> / /</u>			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:36, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

Grantee Initials PCA Z.M. DPS
Page 1 of 6 Date 6/9/14

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

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

Grantee Initials PCA
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Z.M. DP
 Date 6/9/14

EXHIBIT A

Scope of Services

1. The Department of Safety, Division of Homeland Security and Emergency Management (HSEM) is awarding the Town of Easton \$6,000.00 to update their Local Hazard Mitigation Plan.
2. Products will include quarterly project progress reports, a draft and final local updated hazard mitigation plan. The draft plan will be submitted to HSEM electronically for review and comment. HSEM will then submit the plan to FEMA Region 1 for review and approval.

Comments resulting from these reviews shall be addressed by the Town and resubmitted to HSEM for FEMA conditional approval prior to local adoption of the final plan. The Town of Easton agrees to provide the above formal approved plan to HSEM in the following format: 1 electronic copy, via compact disk, upon receipt of the FEMA Formal Approval Letter

3. The Town of Easton agrees that the project grant period ends January 9, 2016.
4. The Town of Easton agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
5. The Town of Easton shall maintain financial records, supporting documents, and all other pertinent records for a period of seven (7) years from the grant period end date. In these records, the Town of Easton shall maintain documentation of the 25% cost share required by this grant and agreed upon by the Town.

Grantee Initials EC Z.M. DPS
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EXHIBIT B

GRANT AMOUNT AND METHOD OF PAYMENT

1. GRANT AMOUNT

CFDA # 97.047 Pre-Disaster Mitigation Grant FFY 2013

	Applicant	Grant	
	Share	(Federal Funds)	Cost Totals
Project Cost	\$2,000.00	\$6,000.00	\$8,000.00
The Project Cost is 75% Federal Funds, 25% Applicant Share.			

3. FEE SCHEDULE

- a. The Town of Easton agrees the total payment by HSEM under this grant agreement shall be \$6,000.00.
- b. HSEM may advance funds to the Town of Easton in accordance with the procedures outlined in the Grant Administration Plan and pursuant to 44 CFR § 13.21 section (C). A request for an advance of funds must be submitted in writing to the State Hazard Mitigation Officer. The request must be made using the request for funds form. Request for funds should be made at least 4 – 6 weeks prior to the identified need, and should be expended within thirty (30) days of receipt.
- c. HSEM shall reimburse \$6,000.00 to the Town of Easton upon HSEM receiving appropriate documentation of expended funds from the Town of Easton.

Grantee Initials PCA Z.M. DPS
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TOWN OF EASTON
www.townofeastonnh.org
Select Board Meeting – Draft Copy
June 9, 2014

Select Board

Ned Cutler – Chairman - Present
Zak Mei – Present
Debbie Stever – Present

Select Board Secretary

Toni Woodruff - Present

Town Treasurer

Darrel Gearhart – Present

“These minutes of the Town of Easton Select Board have been recorded by the Secretary. Though believed accurate and correct, they are subject to additions, deletions, and corrections by the Select Board at the next meeting when the Board votes its final approval of the minutes. The minutes are made available at this time to conform to the requirements of New Hampshire RSA 91 – A: 2.”

Chairman Ned Cutler officially called the meeting to order at 6:00 pm.

The minutes from the May 27, 2014 Select Board meeting were reviewed and amended as follows:

- Northern Pass – first bullet – this is an ongoing and not a new issue
- Miscellaneous – third bullet – Zak Mei did not contact Mr. Peckett

Debbie Stever made a motion to accept the minutes as amended Zak Mei seconded the motion.

Public in Attendance: Paul Hatch, Bob Thibault, Jeff Harold, Roy Stever, Beth Harwood, Scott Viveiros

Vouchers and Checks: All vouchers and checks presented at this meeting were accounted for by the Selectmen.

The Darrel Gearhart read the following Treasurer’s Report:

Treasurer’s Report – April 28, 2014

- Connecticut River Savings Bank - Checking Account : \$8,859.72
- Woodsville Guaranty Savings Bank - Checking Account: \$9,363.19
- Woodsville Guaranty Savings Bank - Money Market Account : \$67,494.05
- Total Balance - \$85,716.96

Zak Mei made a motion to accept the Treasurer’s Report. Debbie Stever seconded the motion. All were in favor

Darrel Gearhart asked the Selectmen if they would like to set up a meeting with Ralph Brigida (Trustee of the Trust Funds) prior to the next meeting for a full explanation of the Trust Funds and how to most effectively manage them. The Selectmen were agreeable to this suggestion. Darrel will try to set up the meeting for 5:00 p.m. on June 23rd (prior to the next Select Board meeting)

Select Board Business

Paul Hatch (Field Representative State of New Hampshire Department of Safety Homeland Security and Emergency Management)

- Chairman Ned Cutler made a motion to open the public portion of the meeting (as noticed). Debbie Stever seconded the motion
- Paul Hatch was introduced and in turn he explained the grant to the Town of Easton for an update of our Hazardous Mitigation Plan
- This grant is for the sum of \$6,000 with a soft match of \$2,000 related to Selectmen participation in the process. Total grant - \$8,000
- This grant money comes from FEMA, goes to the States, and then is distributed by each State to participating Towns
- June Garneau is the consultant who will assist the Town of Easton with the revisions to the Hazardous Mitigation Plan through a series of meetings. She will also keep track of the Selectmen's participation throughout the process
- All meetings are public and will address going over the old plan and re-writing a new updated plan. One area of concern might include upsizing the culverts. If this is written into the plan, then FEMA will assist with repairs if necessary
- Presentation of this plan along with future courses of action will be presented at Town Meeting, or included in Town Warrant Articles
- The revision of our plan will begin in the fall or the beginning of 2015. The grant is good until 2016. The governor and Council will review the completed document
- Mr Hatch stated that hazard mitigation is a separate pot of money from creating a shelter in Town. Hazard Mitigation encompasses enhancing, upgrading, and improving
- Ned Cutler made a motion to close the public meeting and resume the Select Board meeting. Zak Mei seconded the motion. This was motioned at 6:35 p.m.
- Ned then made a motion to accept the grant from NH Dept. of Homeland Security. Debbie Stever seconded the motion
- The Selectmen signed the grant in triplicate. It was notarized by Bob Thibault, Town Clerk. Copies were made for the Town files

Town Clerk (Bob Thibault)

- Bob attended this meeting to notarize the Homeland Security grant. He also had other concerns to bring before the Board
- Mr. Peckett reported to Bob that a few birch trees on Ruskin Road should be cut down as they present a potential hazard. Ned Cutler will speak with Mr. Peckett
- Mr. Peckett also pointed out to Bob Thibault that the septic system at Town Hall has not been pumped since the new addition (about 10 yrs. ago). The Board will call Scofield to come and inspect the septic system and pump if needed
- Residents of Sugar Hill Road called Bob to ask if the installation of "Children at Play" signs is possible as there are many children now living on this road. Debbie Stever will call the DOT with regard to this possibility. 4 signs would probably be necessary
- Bob Thibault informed the Selectmen that taxes and the Board O Gram are going out tomorrow, June 10th
- Bob also reminded the Selectmen that Primary Elections are scheduled for September 9th from 11:00 a.m – 7:00 p.m. Ned Cutler will call the Sheriff's Dept. for coverage
- Joe Campagna, an Easton resident called Bob to volunteer to wax the new kitchen floor since this is his business. He would only require the Town to pay for the materials (probably between \$130-180). The Selectmen gave the ok for this work.

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: <i>All Members List Attached</i>		Companies Affording Coverage (the "Companies"): <i>Property-Liability Trust, Inc. PO Box 2008, Concord, NH 03302-2008</i>	
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)	7/1/2014	6/30/2015	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 _____	7/1/2014	6/30/2015	Each Occurrence \$5,000,000
			Bodily Injury (per person) \$
			Bodily Injury (per accident) \$
			Property Damage (per accident) \$
<input type="checkbox"/> Excess Liability			Each Occurrence \$ N/A
			Aggregate \$ N/A
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2014	6/30/2015	\$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>7/1/2014</u>		Please direct inquiries to: Debra A. Lewis 603.226-1322 x3332

*Terms in quotes are defined in the Member Agreement.



Member Sort Name	Member Original Join Date	EndDate
Town of Cornish	3/27/1987	6/30/2015
Town of Dalton	12/27/1986	6/30/2015
Town of Danbury	7/1/1993	6/30/2015
Town of Danville	1/15/1996	6/30/2015
Town of Deering	12/27/1986	6/30/2015
Town of Dorchester	7/1/1990	6/30/2015
Town of Dublin	12/27/1986	6/30/2015
Town of Dunbarton	7/1/1987	6/30/2015
Town of East Kingston	7/1/1987	6/30/2015
*Town of Easton	7/1/1986	6/30/2015
Town of Eaton	12/27/1986	6/30/2015
Town of Effingham	4/16/1997	6/30/2015
Town of Enfield	3/27/1987	6/30/2015
Town of Epsom	12/27/1986	6/30/2015
Town of Errol	7/22/1994	6/30/2015
Town of Fitzwilliam	12/27/1986	6/30/2015
Town of Fremont	12/28/1987	6/30/2015
Town of Gilmanton	9/1/1986	6/30/2015
Town of Goffstown	3/27/1987	6/30/2015
Town of Goshen	2/1/2003	6/30/2015
Town of Grafton	12/27/1986	6/30/2015
Town of Greenland	7/1/2005	6/30/2015
Town of Greenville	12/27/1986	6/30/2015
Town of Hampton	12/28/1987	6/30/2015
Town of Hanover	9/1/1986	6/30/2015
Town of Harts Location	4/1/2011	6/30/2015
Town of Hebron	3/27/1987	6/30/2015
Town of Hill	12/28/1987	6/30/2015
Town of Hillsborough	4/1/1997	6/30/2015
Town of Jackson	3/14/1995	6/30/2015
Town of Jefferson	6/8/1994	6/30/2015
Town of Kensington	12/27/1986	6/30/2015
Town of Landaff	1/1/2006	6/30/2015
Town of Lempster	3/27/1987	6/30/2015
Town of Lisbon	1/1/1989	6/30/2015
Town of Litchfield	7/1/2011	6/30/2015
Town of Littleton	12/27/1986	6/30/2015
Town of Loudon	12/27/1986	6/30/2015
Town of Lyman	7/1/1986	6/30/2015
Town of Lyme	7/1/1986	6/30/2015
Town of Lyndeborough	7/1/1988	6/30/2015
Town of Madbury	7/1/1987	6/30/2015
Town of Madison	9/1/1986	6/30/2015



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<i>Participating Member:</i> Primex ³ Members as per attached Schedule of Members Property & Liability Program		<i>Member Number:</i>		<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply		
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <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"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)		
			Aggregate		
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> Statutory		
			Each Accident		\$2,000,000
			Disease - Each Employee		\$2,000,000
			Disease - Policy Limit		
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)		Deductible:
Description: Proof of Primex coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
			By: <i>Tammy Denver</i>
			Date: 1/2/2014 tdenver@nhprimex.org
NH Dept of Safety Hazen Dr Concord, NH 03301			Please direct inquires to: Primex³ Risk Management Services 603-225-2841 phone 603-228-0650 fax

Pittsburg School District	823
Plainfield Village Water District	571
Plymouth Village Water & Sewer District	559
Portsmouth Housing Authority	572
Precinct/Haverhill Corner	544
Rockingham Regional Planning Commission	563
Salem Housing Authority	521
Sandown Public Library	575
SAU 7 Office	817
SAU 13 Office	837
SAU 19 Office	748
Somersworth Housing Authority	533
Southeast Regional Refuse Dist 53-B	536
Southern New Hampshire Planning Commission	525
Southwest New Hampshire District Fire Mutual Aid	538
Southwest Region Planning Commission	566
Stewartstown School District	790
Strafford County	605
Strafford Regional Planning Commission	562
Stratton Free Library	564
Sullivan County	606
Swains Lake Village District	552
Tamworth School District	836
Town of Acworth	100
Town of Albany	101
Town of Alexandria	102
Town of Allenstown	103
Town of Alstead	104
Town of Amherst	106
Town of Andover	107
Town of Antrim	108
Town of Auburn	111
Town of Barrington	113
Town of Bartlett	114
Town of Bath	115
Town of Bedford	116
Town of Belmont	117
Town of Bennington	118
Town of Bethlehem	119
Town of Boscawen	122
Town of Bow	123
Town of Brentwood	125
Town of Bristol	127
Town of Brookfield	128
Town of Campton	130
Town of Canaan	131
Town of Candia	132
Town of Carroll	134
Town of Chesterfield	139
Town of Clarksville	142
Town of Colebrook	143
Town of Conway	146
Town of Cornish	147
Town of Croydon	148
Town of Dalton	149
Town of Deerfield	152
Town of Deering	153
Town of Dummer	158
Town of Dunbarton	159
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*Town of Easton	162

TITLE I

THE STATE AND ITS GOVERNMENT

CHAPTER 21-P

DEPARTMENT OF SAFETY

Homeland Security and Emergency Management

Section 21-P:43

21-P:43 Appropriations and Authority to Accept Services, Gifts, Grants, and Loans. – Each political subdivision may make appropriations in the manner provided by law for making appropriations for the ordinary expenses of such political subdivision for the payment of expenses of its local organization for emergency management. Whenever the federal government or any federal agency or officer offers to the state, or through the state to any of its political subdivisions, services, equipment, supplies, materials, or funds by way of gift, grant, or loan for purposes of emergency management the state, acting through the governor, commissioner, or such political subdivision, acting with the consent of the governor and through its executive officer, city council, or board of selectmen, may accept such offer, subject to the terms of the offer and the rules and regulations, if any, of the agency making the offer. Whenever any person, firm or corporation offers to the state or to any of its political subdivisions services, equipment, supplies, materials, or funds by way of gift, grant, or loan for purposes of emergency management the state, acting through the governor, or such political subdivision, acting through its executive officer, city council, or board of selectmen, may accept such offer, subject to its terms.

Source. 2002, 257:7, eff. July 1, 2002.