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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

July 8, 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 Danville (VC#177242-B001) for upgrades to the community's emergency shelter and back-up Emergency Operations Center for a total amount of \$26,893.00. Effective upon Governor and Council approval through September 30, 2015. Funding source: 100% Federal Funds.

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

02-23-23-236010-80920000	Dept. of Safety	Homeland Sec-Emer Mgmt	100% EMPG Local Match
072-500574	Grants to Local Gov't - Federal		
Activity Code: 23EM128092			\$26,893.00

Explanation

The Danville Community Center serves as the primary shelter to house residents during disasters. Enhancements to the Community Center will include: exterior security lighting, environmental control system and shelter supplies and equipment. These upgrades will increase the emergency management capabilities of the community. The grant listed above is funded from the FFY'12 Emergency Management Performance Grant (EMPG), which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The grant funds are to be used to measurably improve all-hazard planning and preparedness capabilities/activities, to include mitigation, preparedness, response, and recovery initiatives at the state and local level. Grant guidance and applications are sent out to all Emergency Management Directors and other qualified organizations in the State. Grantees submit applications to this office, which are reviewed and approved by the HSEM Planning Chief, Assistant Planning Chief and Field Representatives. The criteria for approval are based on grant eligibility in accordance with FFY'12 grant guidance and the documented needs of the local jurisdictions; a copy of this guidance is attached.

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

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

Respectfully submitted,

John J. Barthelmes
Commissioner of Safety

**New Hampshire Homeland Security and Emergency Management (NHHSEM)
Emergency Management Performance Grant (EMPG) Guidance
FFY 2012**

(Grant Performance Period: October 1, 2011 through September 30, 2015)

The purpose of the FY 2012 Emergency Management Performance Grant (EMPG) Program is to assist State and Local Governments and other eligible agencies in preparing for all hazards. EMPG focuses on Planning, Organization/Administrative, Equipment, Training, Exercises, Mitigation and Maintenance/Sustainment to enhance and sustain all-hazards emergency management capabilities.

As part of the FY 2012 EMPG Program, DHS-FEMA identified an overarching *priority*:

Advancing “Whole Community” Security and Emergency Management: “Whole Community” fosters a national emergency management approach and considers all aspects of a community to effectively prepare for, protect against, respond to, recover from, and mitigate against any terrorist attack or natural disaster. As the country experiences threats of terrorist attacks (foreign and domestic) and natural disasters, communities are challenged to develop collective, local abilities to withstand the potential impacts of these events, respond quickly, and recover in a way that sustains or improves the community’s overall well-being. Achieving this collective capacity calls for innovative approaches across the community, including emergency management to build up existing practices, institutions, and organizations that help make local communities successful, and that can leverage this infrastructure if and when an incident occurs.

Effectiveness Measures – Quarterly Progress Reporting: As part of the EMPG Program administration, grantees are *required* to provide quarterly reports that provide sufficient detail for NH HSEM to measure progress of the funded project(s). The EMPG Quarterly Report form is available on NH HSEM’s website at: <http://www.nh.gov/safety/divisions/hsem/grants/documents/empg-quarterly-form.doc>

Cost Match: The EMPG Program has a 50 percent (50%) Federal and 50 percent (50%) Local cost match (cash or in-kind) requirement. Unless otherwise authorized by law, Federal funds cannot be matched with other Federal funds. To meet matching requirements, the grantee contributions must be *reasonable, allowable, allocable, and necessary* under the grant program and must comply with all Federal requirements and regulations.

Allowable Costs: EMPG funding is available for projects that fall into the categories of – *Planning, Organization/Administrative, Equipment, Training, Exercises, Mitigation and Maintenance & Sustainment*. The following list of possible projects and activities is meant to guide you in selecting projects for an EMPG grant submission. This list of suggested projects is not intended to be all-inclusive. Local communities or agencies may have other specific projects and activities that reflect specific local needs based on local capability assessments and local hazards.

Planning

FY 2012 EMPG Program funds may be used for a range of emergency management planning activities. Planning provides a methodical way to engage the whole community in thinking through the life cycle of potential crises, determining required capabilities, and establishing a framework for roles and responsibilities. Planning must include participation from all stakeholders in the community who are able to contribute critical perspectives and may have a role in executing the plan. Planning should be flexible enough to address incidents of varying types and magnitudes.

Planning activities may include, but are not limited to, the following:

- **Create/update your Local Emergency Operations Plan (LEOP) **** consistent with the Comprehensive Preparedness Guide (CPG) 101 v.2 November 2010 which serves as the foundation for State and local emergency planning. CPG 101 can be found at:
http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf.
- **Develop/Enhance an All-Hazards Mitigation Plan**** for your community, approvable by the Federal Emergency Management Agency (FEMA).
- Community-based planning to advance “whole community” security and emergency management.
- Modify existing incident management and emergency operations plans.
- Develop/enhance comprehensive emergency management plans.
- Develop/enhance large-scale and catastrophic event incident plans.
- Develop/enhance logistics and resource management plans.
- Develop/enhance local evacuation plans, including alerts/warning, crisis communications, sheltering, and re-entry.
- Develop/enhance volunteer and/or donations management plans.
- Prepare a hazard mitigation project proposal for submission to NH HSEM.
- Develop/enhance dam emergency action plans.
- Develop/enhance a Continuity of Operations Plan (COOP)/Continuity of Government Plan (COG), following the DHS program guidance.
- Develop a local debris management plan.
- Develop/enhance a local shelter plan.
- Develop/enhance emergency management and operations plans to integrate citizen/volunteer and other non-governmental organization resources and participation.
- Develop/enhance other response and recovery plans, following the DHS program guidance.

**** A community must have the following two plans in place before NH HSEM will consider funding other projects: an updated LEOP and a FEMA approvable All-Hazards Mitigation Plan. Applicants may apply for funding for these plans in conjunction with other items.**

Organization/Administrative

EMPG Program funds may be used for all-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management. Proposed staffing activities should be linked to accomplishing emergency management-related projects and activities. This grant is project-driven.

Organization/Administrative projects & activities may include, but are not limited to, the following:

- Maintain/upgrade an Emergency Operations Center and/or alternate EOC capable of accommodating staff to respond to local emergencies.
- Establish and maintain a call-down list for EOC staff.
- Establish and maintain emergency response/recovery resource lists.
- Develop or update Emergency Management mutual aid agreements with a focus on damage assessment, debris removal, etc.
- Logistics and Resource Management, following the DHS program guidance.
- Develop and maintain written duties and responsibilities for Emergency Operations Center (EOC) staff positions and agency representatives (Checklist/Job Action Sheets).
- Develop and maintain Public-Private sector partnerships.
- Conduct a hazard analysis and risk assessment.
- Supply preparation.
- Develop public education and awareness information (i.e., brochures & pamphlets).
- Develop and maintain a list of private non-profit organizations within your local jurisdiction to ensure that these organizations are included in requests for public assistance funds.
- Develop/enhance financial and administrative procedures for use before, during, and after disaster events in support of a comprehensive emergency management program.
- Develop or update procedures for tracking of disaster-related expenses by local agencies.
- Program evaluations.
- Develop/enhance systems to monitor training programs.

Equipment

Allowable equipment categories for the FY 2012 EMPG Program are listed on the web-based version of the Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), which is sponsored by FEMA at <http://www.rkb.us>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

The **select allowable equipment** includes equipment from the following AEL Categories:

- [04] Information Technology
- [05] Cyber Security Enhancement Equipment
- [06] Interoperable Communications Equipment (see note below)
- [07] Detection Equipment
- [10] Power Equipment (i.e., generators)
- [11] CBRNE Reference Materials
- [12] CBRNE Incident Response Vehicles **
- [14] Physical Security Enhancement Equipment
- [19] CBRNE Logistical Support Equipment
- [21] Other Authorized Equipment (i.e., equipment to support an EOC)

** Incident Response Vehicles – Even though this equipment is eligible under the FEMA Authorized Equipment List (AEL), NH HSEM has a policy in place to provide criteria on how emergency response vehicles will be funded under the Emergency Management Performance Grant. All applications for this type of activity will be kept on file. Funding will be considered at the end of the grant performance period, and after all non-vehicle related Emergency Management project requests have been funded.

If you have questions concerning the eligibility of equipment not specifically addressed in the AEL, please contact the State EMPG Program Manager for clarification.

NOTE: Grantees that are using FY 2012 EMPG Program funds to support emergency communications activities should comply with the *FY 2012 SAFECOM Guidance on Emergency Communication Grants*. The guidance provides recommendations to grantees seeking funding for interoperable emergency communications projects, including allowable costs, items to consider when funding emergency communications projects, grants management best practices for emergency communications grants, and information on standards that ensure greater interoperability. The guidance is intended to ensure that Federally-funded investments are compatible and support national goals and objectives for improving interoperability nationwide. SAFECOM guidance can be found at <http://www.safecomprogram.gov/library/lists/library/DispForm.aspx?ID=334>.

The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP).

Training

FY 2012 EMPG Program funds may be used for a range of emergency management-related training activities to enhance the capabilities of State and local emergency management personnel through the establishment, support, conduct, and attendance of training. Training should foster the development of a community oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

Training Activities may include, but are not limited to, the following:

- Attending training courses at the Emergency Management Institute.
- Attending a “field delivered” training course conducted by NH Fire Academy.
- Attending other local, state, or nationally sponsored training event that provides skills or knowledge relevant to emergency management.
- Completing FEMA Independent Study (IS) Courses.
- Identify and train a pre-identified local damage assessment team.
- Participation in NIMS/ICS Training
- Attending other FEMA-approved emergency management training
- Participation mass evacuation training at local and State levels.

Allowable training-related costs include the following:

Funds Used to Develop, Deliver, and Evaluate Training - Includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment.

- **Overtime and Backfill** - The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel** - Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.

Exercises

Exercises implemented with grant funds should evaluate performance of the capabilities required to respond to the exercise scenario. Exercise activities should follow HSEEP Guidance which can be found at <https://hseep.dhs.gov>. Grantees are encouraged to develop exercises that test their Local EOPs. *Before applying for EMPG funds for an exercise, please contact the State's Exercise/Training Officer on availability for HSEEP funding which is 100% compared to 50% under EMPG.*

Allowable exercise-related costs include:

- Conduct multi-agency EOC exercise (tabletop or functional) and forward report to include after action reports to NH HSEM (external evaluation of exercise is strongly encouraged). Exercises might involve any of the following scenarios:
 - Hurricane Exercise
 - Terrorism Exercise
 - Severe Storm Exercise
- Conduct a communications exercise.
- Participate in a multi-state or multi-jurisdictional exercise.
- Observe or evaluate a State or local exercise outside your local jurisdiction.
- Assist local agencies and commercial enterprises (nursing homes, dams, prisons, schools, etc.) in developing, executing and evaluating their exercise.
- Assist local hospitals in developing, executing and evaluating mass care, hazmat, terrorism, and special events exercises.
- Funds Used to Design, Develop, Conduct and Evaluate an Exercise - This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Grantees are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities.
- Hiring of Contractors/Consultants – Contractors/consultants may be hired to support direct exercise activities. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- Overtime and Backfill - The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise projects (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).
- Other Items - These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment (e.g., portable toilets, tents), and the procurement of gasoline, exercise signs, badges, and other essential nondurable goods. Grantees are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations.

Exercises (cont.)

Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage.
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct.

Mitigation

Prior to applying for EMPG funds to do a Mitigation Project, it is recommended to first inquire on Hazard Mitigation-type Grants through the State Hazard Mitigation Officer, Beth Peck. She can be reached at 603-223-3655.

Mitigation Activities may include:

- Brick and mortar projects, such as, installing drainage ditches, enlarging culverts, or installing riprap. No annual maintenance activities allowed, such as brush removal, or drainage clearing.
- Communications activities, such as communications studies, compatibility studies, and/or purchasing of communications equipment for interoperability.

Maintenance and Sustainment

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active and future grant awards, unless otherwise noted. Grantees are reminded that **supplanting is not permitted under the EMPG Program**. Maintenance contracts and warranties, repair and replacement costs, upgrades, and/or user fees for equipment that was not originally purchased with preparedness grant funding may not be subsequently paid for with preparedness grant funding.

Maintenance and Sustainment may include:

- Maintenance Contracts and Warranties - To increase the useful life of the equipment, FEMA has determined that maintenance contracts and warranties may be purchased using grant funding from one FY to cover equipment purchased with funding from a different FY. The use of grant funding for the purchase of maintenance contracts and warranties must meet the following conditions:
 - Maintenance contracts and warranties may only be purchased for equipment that has been purchased using FEMA preparedness grant funding
 - To avoid supplementing Congressional appropriations for specific programs, maintenance contracts and warranties must be purchased using funds from the same grant program used to purchase the original equipment
 - The term of the maintenance contract shall not exceed the period of performance of the grant to which the contract is being charged.
 - Warranties are allowed to be purchased up front and can exceed the grant's period of performance.

Maintenance and Sustainment

Maintenance and Sustainment may include (cont.):

- Repair and Replacement Costs - The cost of repair and replacement parts for equipment purchased using FEMA preparedness grant funding is an allowable expense
 - Repair and replacement parts may only be purchased for equipment that has been purchased using FEMA preparedness grant funding
 - To avoid supplementing Congressional appropriations for specific programs, repair and replacement parts must be purchased using the same grant program used to purchase the original equipment
- Upgrades - FEMA preparedness grant funding may be used to upgrade previously purchased allowable equipment. For example, if the grantee purchased risk management software with EMPG Program funds in FY 2005 and would like to use FY 2012 grant funding to upgrade the software, this is allowable.
 - Upgrades may only be purchased for equipment that has been purchased using FEMA preparedness grant funding.
 - To avoid supplementing Congressional appropriations for specific programs, upgrades must be purchased using the same grant program used to purchase the original equipment.
- User fees - User fees are viewed as costs for specific services required to maintain and provide continued operation of equipment or systems. An example would be the recurring service fees associated with handheld radios or mobile data computers
 - User fees may only be paid for equipment that has been purchased using FEMA preparedness grant funding
 - To avoid supplementing congressional appropriations for specific programs, user fees must be paid for using the same grant program used to purchase the original equipment.
 - The service time purchased shall not exceed the period of performance of the grant to which the user fee is being charged.

Metropolitan Medical Response System (MMRS) & Emergency Operations Center (EOC) Grant Programs

MMRS & EOC Grant Programs:

Although no longer funded as discrete grant programs, all activities and costs allowed under the FY 2011 Metropolitan Medical Response System (MMRS) grant program are allowable costs under the FY 2012 EMPG Program. Before applying, please contact the EMPG Program Manager to discuss project eligibility and availability of funds.

Unallowable Costs/Items Not Funded

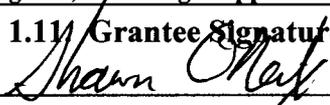
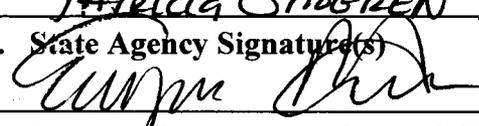
- General administrative projects. Administrative expenses must be directly connected to a specific Emergency Management-related project.
- The same/similar project will not be funded year after year.
- Expenditures for weapons systems and ammunition.
- Costs to support the hiring of sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.
- Activities unrelated to the completion and implementation of the EMPG Program.
- Other items not in accordance with the portions of the AEL and allowable costs listed above.
- Emergency Response Vehicles (i.e., command vehicles, mobile EOCs)
- Construction projects

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 Danville (VC# 177242-B001)		1.4. Grantee Address 210 Main Street, Danville, NH 03819	
1.5. Effective Date G&C Approval	1.6. Completion Date September 30, 2015	1.7. Audit Date N/A	1.8. Grant Limitation \$ 26,893.00
1.9. Grant Officer for State Agency Cindy Richard, EMPG Program Manager		1.10. State Agency Telephone Number (603) 223-3627	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 CHAIRMAN - SELECTMEN	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of <u>Rockingham</u> , on <u>6/23/14</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.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) 		PATRICIA SHOGREN NOTARY PUBLIC	
1.13.2. Name & Title of Notary Public or Justice of the Peace <u>PATRICIA SHOGREN, NOTARY PUBLIC</u>		State of New Hampshire My Commission Expires April 28, 2015	
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Elizabeth A. Bielecki, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution)			
By: 		Assistant Attorney General, On: <u>7/29/2014</u>	
1.17. Approval by Governor and Council			
By:		On: / /	

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

Grantee Initials SPU
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Date 6-23-2014

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

- 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 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 Services

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the Town of Danville (hereinafter referred to as "the Grantee") \$26,893.00 for upgrades to the community's emergency shelter and back-up Emergency Operations Center (EOC) to include an environmental control system, exterior security lighting and shelter equipment.
2. "The Grantee" agrees that the project grant period ends September 30, 2015 and that a final performance and expenditure report will be sent to "the State" by October 31, 2015.
3. "The Grantee" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. "The Grantee" shall maintain financial records, supporting documents, and all other pertinent records for a period of seven (7) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 50% cost share required by this grant.

Grantee Initials SPO
Page 4 of 6

Date 6-23-2014

EXHIBIT B

Grant Amount and Method of Payment

1. **GRANT AMOUNT**

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	\$26,893.00	\$26,893.00	\$53,786.00
Project Cost is 50% Federal Funds, 50% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Emergency Management Performance Grant (EMPG) EMW-2012-EP-00015			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.042 (EMPG)			

2. **PAYMENT SCHEDULE**

- a. "The Grantee" agrees the total payment by "the State" under this grant agreement shall be up to \$26,893.00.

- b. "The State" shall reimburse up to \$26,893.00 to "the Grantee" upon "the State" receiving appropriate documentation of expended funds from "the Grantee".

Grantee Initials SPD

Page 5 of 6

Date 6-23-2014

EXHIBIT C

Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to “the Grantee” must be returned to “the State” if the grant agreement is terminated for any reason other than completion of the project.
3. Any funds advanced to “the Grantee” must be expended within 30 days of receiving the advanced funds.
4. The “Grantee” agrees to have an audit conducted in compliance with OMB Circular A-133, if applicable. If a compliance audit is not required, at the end of each audit period “the Grantee” will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$500,000). If required, they will forward for review and clearance a copy of the completed audit(s) to “the State”.

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

Grantee Initials SPU
Page 6 of 6

Date 6-23-2014

This document is for informational purposes only.
The original document may be obtained at the Town Hall.

Town of Danville
Board of Selectmen
June 23, 2014
7:00 pm

Selectmen Present: Shawn O'Neil-Chairman, Vice-Chair Chris Giordano, Annemarie Inman, Michelle Cooper, Kimberly Farah

Others present: Craig Stowell, Betsy Sanders

Selectman O'Neil opened the meeting with a moment of silence for the troops who put themselves in harms way. All stood for the Pledge of Allegiance.

- I. Delegate Session - none
- II. 2 Hampstead Road

Vice-chair Giordano reviewed the information received from Janet Denison with the Board and stated that the summary on page 3 was Janet's opinion and not the facts. He stated he respected and valued her opinion but the Board needed the factual supporting data she was supposed to collect from Mr. Stowell and the RSAs. Vice-chair Giordano stated he had a long conversation with Peter Loughlin, town counsel, to clarify the bulleted items and stated that Peter was concerned with the last paragraph in Janet's narrative, as well. All agreed the narrative of the information needed to be clarified so as to indicate Janet's opinion in the summary.

Following a lengthy discussion where the Board reviewed with Craig Stowell, his plans for the property and reviewed information he had gathered, Selectman Farah made the motion, seconded by Vice-chair Giordano, that the 2 Hampstead Road property p did not qualify to be grandfathered as a licensed automobile dealership. Motion passed 4-1, Chairman O'Neil voting nay. The reason stated is that although the dealership can exist as it is, since it was never licensed to sell more than five vehicles a year, it did not qualify as a grandfathered use with a license. Selectman Farah stated that Craig had two options: A Citizen's Petition warrant article on the ballot in March or a variance received from ZBA.

Selectman Inman asked about the original query from DOT (Department of Transportation) referring to an email that Janet had sent out when this issue first arose that cited the information DOT wanted approval from town officials prior to issuing a license. She stated that based on the email verbiage: "Complies with local ordinances or requirements or has a variance to operate," the business in question complies since the Board has already agreed Craig is grandfathered "to operate" his business. It was argued that the Board just had this one line and they could not confirm that there was not more to the verbiage in DOT's request. Craig is scheduled to meet with ZBA this week for a variance.

- III. TD Bank analysis explanation – Betsy Sanders

Betsy distributed spreadsheets that outlined the fees and interest earned and clarified the difference between earning credits and the investable balance that earned interest. It was clarified that earnings credit was done on a monthly basis and that the earnings credit is not carried in perpetuity. Earnings credit is not added to the account balance. Selectman Farah clarified that this meant that during some months the bank assessed fees since the earnings credits were less than the monthly fees charged. Vice-chair Giordano questioned the 0.15% interest earned on the balance and stated this was not much. It was decided to move forward with a request for proposal from qualified banks and compare the costs and services that are offered. Patty was asked to contact Alan Gould, MRI, to see if they could provide RFP for this task. Patty was also asked to talk with Betsy and have our TD Bank representative attend a Selectmen's as soon as possible.

- IV. Signature file

57
58 Selectman Farah made the motion, seconded by Selectman Cooper, to appoint Joe Luna to ZBA; motion passed 4-1.
59 Vice-chair Giordano voted nay.

60
61 Selectmen signed the 2014-13 Warrant: Vendor payments - \$1,002,385.23; Payroll - \$27,288.26. Vice-chair
62 Giordano made the motion, seconded by Selectman Farah, to authorize Chairman O'Neil to sign the EMPG Grant
63 Agreement for the Board; motion passed. *

64
65 Selectmen signed a property exemption withdrawal and agreed to move forward with the posting of the Ground's
66 Maintenance RFP. Vice-chair Giordano read the announcements.

67
68 Vice-chair Giordano made the motion, seconded by Selectman Farah, to approve the June 16, 2014 minutes as
69 written; motion passed.

70
71 Vice-chair Giordano made the motion, seconded by Selectman Farah, to approve the June 16, 2014 non-public
72 minutes as written; motion passed.

73
74 V. Old / New Business

75
76 Selectman Inman stated that Heritage had secured an old stagecoach for this year's opening of the Stage Stop.
77 Concerned was voiced as to the parking available for the Stage Stop and Selectman Inman asked about the
78 conservation land across the street and if a detail would be needed.

79
80 Selectman Farah asked if the boulders and gates had been erected in the Colby Pond / power line area to prevent
81 vehicle access from these points to the Town Forest. Selectman Cooper stated the shooting is still going on. Patty
82 stated she would contact Bruce and obtain the status of this for the Board.

83
84 Selectman Farah made the motion, seconded by Vice-chair Giordano, to move to non-public session under RSA 91-
85 A: 3 II (b). Roll-call vote: O'Neil - yes, Cooper - Yes, Inman - yes, Farah - yes, Giordano - yes.

86
87 Vice-chair Giordano made the motion, seconded by Selectman Inman, to return to public session. Roll-call vote:
88 O'Neil - yes, Cooper - Yes, Inman - yes, Farah - yes, Giordano - yes.

89
90 Vice-chair Giordano made the motion, seconded by Selectman Inman, to seal the minutes for reasons outlined under
91 the parameters of non-public sessions. Roll-call vote: O'Neil - yes, Cooper - Yes, Inman - yes, Farah - yes,
92 Giordano - yes.

93
94 Vice-chair Giordano made the motion, seconded by Selectman Inman, to adjourn; motion passed.

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96 Respectfully submitted,

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98 Patricia Shogren
99 Selectmen's Administrator



114 Respectfully submitted,
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116 Patricia Shogren
117 Selectmen's Administrator

Town of Danville
Board of Selectmen
July 7, 2014
7:00 pm

Selectmen Present: Shawn O'Neil-Chairman, Vice-Chair Chris Giordano, Annemarie Inman, Kimberly Farah
Excused absence: Michelle Cooper
Others present: Carsten Springer, David Caillouette, Christiann Caillouette, MaryAnn DiStephano, Frances Skinner

Selectman O'Neil opened the meeting with a moment of silence for the troops who put themselves in harms way. All stood for the Pledge of Allegiance.

I. Delegate Session

Carsten Springer updated the Board on the wooly aldegin, an insect that attacks hemlocks and creates a high mortality rate for the species. Spotted in the Town Forest, there are currently no effective treatments to rid an area of this pest. Vice-chair Giordano asked if the trees could be harvested before being destroyed and Selectman Farah noted that measures would need to be taken if transporting the wood. Carsten stated that selected cutting may help the spreading of the insect and Patty stated that wood and chips were needed for the outdoor wood-burning furnace at the Town Garage. The Board thanked Carsten for the update.

II. Signature File

The Board signed Warrant 2014-14 Payroll (\$24,873.26) and Vendor (\$151,250.26) which includes the final one-third payment to fund the library operating budget for \$103,056.41.

Selectmen signed five Intent to Cut forms. Selectman Inman stated she had reviewed the New England Timing, LLC contract for the run during Old Home Day, a few changes were made, and the document was ready for approval. Vice-chair Giordano made the motion, seconded by Selectman Inman, to authorize the Chair to sign the New England Timing, LLC contract; motion passed and Chairman O'Neil signed the contract.

Vice-chair Giordano made the motion, seconded by Selectman Inman, to appoint Amber_Rose McIntyre as alternate to the Heritage Commission and MaryAnn DiStephano as a full member to the Heritage Commission. Motion passed and the appointments were signed.

Vice-chair Giordano made the motion, seconded by Selectman Farah, to adopt the standard mileage rate reimbursement rate to 0.56 cents per mile as per the IRS change; motion passed.

III. Minutes

Vice-chair Giordano made the motion, seconded by Selectman Inman, to approve the June 9, 2014 non-public minutes as written; motion passed.

Selectman Farah made the motion, seconded by Vice-chair Giordano, to approve the June 9, 2014 minutes as written; motion passed.

Vice-chair Giordano made the motion, seconded by Selectman Farah, to approve the June 23, 2014 non-public minutes as written; motion passed.

Selectman Farah made the motion, seconded by Vice-chair Giordano, to approve the June 23, 2014 minutes as amended; motion passed.

IV. Banking RFP

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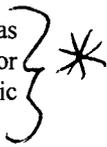
Selectmen discussed going out to bid for banking services for the Town and agreed this would be done. Patty updated the Board stating that MRI did not have an RFP example. Patty stated she had received the RFP used by Plaistow for banking services and she was instructed to forward that to the Board and to include Betsy Sanders – Treasurer and Patti Sarcione – Deputy Treasurer for input to the RFP.

Selectman Inman stated she was concerned that TD Bank tied 10% of the Town’s funds to meet their Federal Requirements for insurance. She stated that the bank should use their own funds for this and not hold 10% of the Town’s funds.

V. Old / New Business

Patty was asked to get the ETA for the new gate and boulders to be placed by Road Agent Bruce Caillouette.

Patty was asked if the police department tracked the number of calls **that** were received that addressed an issue in the Town Forest. Patty responded that she would talk with Chief Parsons **and get** back to the Board.

Selectman Inman made the motion, seconded by Vice-chair Giordano, to **accept** the EMPG grant agreement terms as presented for the new heating and air conditioning system, **tables and chairs, and exterior security lighting** for \$26,893.00 and the town’s matching funds of \$26,893.00 **and ensure** that the **Town** has complied with any public meeting requirement for acceptance of this grant **including**, if applicable, RSA 31:95-b; motion passed. 

The Board discussed the Impact Fee information received from Betsy Sanders, Town Treasurer. Following a discussion, the Board stated they had adopted the forms to be **used and moved** the oversight of the Impact fees and the tracking spreadsheet to Land Use/Assessing Clerk Janet Denison. Janet was asked to provide the 2014 Impact Fee spreadsheet to the Board. It was **clarified that** the Treasurer **need** only receive a simple warrant from the Selectmen to distribute any impact fee monies **and that** it was not **required** to include any backup information. All supporting documentation is kept by Janet and **available to the public** if **requested**. All reporting requirements for Impact Fees will be generated by the Selectmen’s office/Land Use and the **documents** will include the requirements outlined in the 2012 amended **RSA 647:21**.

Selectman Farah stated **that** she had seen some blogs **and noted** that many people were concerned with the rising school budget and our **declining** enrollment. She suggested we receive input from the school budget committee and school board to hear their plans **and to give and receive feedback**. Vice-chair Giordano and Chairman O’Neil stated that we had two **Danville representatives on each board and that** for the kinds of questions Selectman Farah has, the board should **request that** George Stokinger and possibly Dr. Earl Metzler be asked to attend a Selectmen’s meeting. Chairman O’Neil stated **that** Selectman Farah could **set this** up for the board if she wished. Vice-chair Giordano added **that the** Selectmen **once met** with **department heads** quarterly and the Selectmen should bring this practice back.

Selectman Farah **addressed** the use of **electronic devices** during meetings. Chairman O’Neil stated the notice posted on the meeting room regarding cell **phones** doors is addressing the audience who attends meetings, leaves their phones on, and takes **calls** during meetings. It was stated that laptops were used frequently during all meetings but that if Selectman Farah **believed this to** be disruptive; she should draft an electronic use/cell phone policy and present it to the board.

Vice-chair Giordano made the motion, seconded by Selectman Inman, to move to non-public session under RSA 91-A: 3 II (e). Roll-call vote: O’Neil – yes, Inman – yes, Farah – yes, Giordano – yes.

Vice-chair Giordano made the motion, seconded by Selectman Inman, to return to public session. Roll-call vote: O’Neil – yes, Inman – yes, Farah – yes, Giordano – yes.

Vice-chair Giordano made the motion, seconded by Selectman Inman, to return to seal the minutes for reasons outlined under the parameters of non-public sessions. Roll-call vote: O’Neil – yes, Inman – yes, Farah – yes, Giordano – yes.

At 8:50pm Vice-chair Giordano made the motion, seconded by Selectman Inman, to adjourn; motion passed.

This document is for informational purposes only.
The original document may be obtained at the Town Hall.

Town of Danville
Board of Selectmen
June 23, 2014
7:00 pm

Selectmen Present: Shawn O’Neil-Chairman, Vice-Chair Chris Giordano, Annemarie Inman, Michelle Cooper, Kimberly Farah

Others present: Craig Stowell, Betsy Sanders

Selectman O’Neil opened the meeting with a moment of silence for the troops who put themselves in harms way. All stood for the Pledge of Allegiance.

I. Delegate Session - none

II. 2 Hampstead Road

Vice-chair Giordano reviewed the information received from Janet Denison with the Board and stated that the summary on page 3 was Janet’s opinion and not the facts. He stated he respected and valued her opinion but the Board needed the factual supporting data she was supposed to collect from Mr. Stowell and the RSAs. Vice-chair Giordano stated he had a long conversation with Peter Loughlin, town counsel, to clarify the bulleted items and stated that Peter was concerned with the last paragraph in Janet’s narrative, as well. All agreed the narrative of the information needed to be clarified so as to indicate Janet’s opinion in the summary.

Following a lengthy discussion where the Board reviewed with Craig Stowell, his plans for the property and reviewed information he had gathered, Selectman Farah made the motion, seconded by Vice-chair Giordano, that the 2 Hampstead Road property p did not qualify to be grandfathered as a licensed automobile dealership. Motion passed 4-1, Chairman O’Neil voting nay. The reason stated is that although the dealership can exist as it is, since it was never licensed to sell more than five vehicles a year, it did not qualify as a grandfathered use with a license. Selectman Farah stated that Craig had two options: A Citizen’s Petition warrant article on the ballot in March or a variance received from ZBA.

Selectman Inman asked about the original query from DOT (Department of Transportation) referring to an email that Janet had sent out when this issue first arose that cited the information DOT wanted approval from town officials prior to issuing a license. She stated that based on the email verbiage: “Complies with local ordinances or requirements or has a variance to operate,” the business in question complies since the Board has already agreed Craig is grandfathered “to operate” his business. It was argued that the Board just had this one line and they could not confirm that there was not more to the verbiage in DOT’s request. Craig is scheduled to meet with ZBA this week for a variance.

III. TD Bank analysis explanation – Betsy Sanders

Betsy distributed spreadsheets that outlined the fees and interest earned and clarified the difference between earning credits and the investable balance that earned interest. It was clarified that earnings credit was done on a monthly basis and that the earnings credit is not carried in perpetuity. Earnings credit is not added to the account balance. Selectman Farah clarified that this meant that during some months the bank assessed fees since the earnings credits were less than the monthly fees charged. Vice-chair Giordano questioned the 0.15% interest earned on the balance and stated this was not much. It was decided to move forward with a request for proposal from qualified banks and compare the costs and services that are offered. Patty was asked to contact Alan Gould, MRI, to see if they could provide RFP for this task. Patty was also asked to talk with Betsy and have our TD Bank representative attend a Selectmen’s as soon as possible.

IV. Signature file

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Selectman Farah made the motion, seconded by Selectman Cooper, to appoint Joe Luna to ZBA; motion passed 4-1. Vice-chair Giordano voted nay.

Selectmen signed the 2014-13 Warrant: Vendor payments - \$1,002,385.23; Payroll - \$27,288.26. Vice-chair Giordano made the motion, seconded by Selectman Farah, to authorize Chairman O'Neil to sign the EMPG Grant Agreement for the Board; motion passed. *

Selectmen signed a property exemption withdrawal and agreed to move forward with the posting of the Ground's Maintenance RFP. Vice-chair Giordano read the announcements.

Vice-chair Giordano made the motion, seconded by Selectman Farah, to approve the June 16, 2014 minutes as written; motion passed.

Vice-chair Giordano made the motion, seconded by Selectman Farah, to approve the June 16, 2014 non-public minutes as written; motion passed.

V. Old / New Business

Selectman Inman stated that Heritage had secured an old stagecoach for this year's opening of the Stage Stop. Concerned was voiced as to the parking available for the Stage Stop and Selectman Inman asked about the conservation land across the street and if a detail would be needed.

Selectman Farah asked if the boulders and gates had been erected in the Colby Pond / power line area to prevent vehicle access from these points to the Tower Forest. Selectman Cooper stated the shooting is still going on. Patty stated she would contact Bruce and obtain the status of this for the Board.

Selectman Farah made the motion, seconded by Vice-chair Giordano, to move to non-public session under RSA 91-A: 3 II (b). Roll-call vote: O'Neil - yes, Cooper - yes, Inman - yes, Farah - yes, Giordano - yes.

Vice-chair Giordano made the motion, seconded by Selectman Inman, to return to public session. Roll-call vote: O'Neil - yes, Cooper - Yes, Inman - yes, Farah - yes, Giordano - yes.

Vice-chair Giordano made the motion, seconded by Selectman Inman, to seal the minutes for reasons outlined under the parameters of nonpublic sessions. Roll-call vote: O'Neil - yes, Cooper - Yes, Inman - yes, Farah - yes, Giordano - yes.

Vice-chair Giordano made the motion, seconded by Selectman Inman, to adjourn; motion passed.

Respectfully submitted,

Patricia Shogren
Selectmen's Administrator



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)	7/1/2014	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)	\$
			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

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, 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 type="checkbox"/> General Liability (Member Agreement Section III.A)			Each Occurrence	\$5,000,000
			General Aggregate	\$
			Personal & Adv Injury	\$
			Med Exp (any one person)	\$
			Products - Comp/Op Agg	\$
<input type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____			Each Occurrence	\$5,000,000
			Bodily Injury (per person)	\$
			Bodily Injury (per accident)	\$
			Property Damage (per accident)	\$
			Excess Liability	
			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)	7/1/2014	6/30/2015	<input type="checkbox"/> Statutory / Cov. A	
			Each Accident / Cov. B	\$ 2,000,000
			Disease - Each Employee	\$ 2,000,000
			Disease - Policy Limit	\$ 2,000,000
Description: Proof of Coverage				

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

	<input type="checkbox"/> Additional Covered Party	<input type="checkbox"/> Loss Payee, as his, her or its interests appear
<i>Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*</i>		
Certificate Holder: State of New Hampshire Department of Safety 33 Hazen Drive Concord, NH 03301	Companies By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>7/1/2014</u>	Please direct inquiries to: Debra A. Lewis 603.226-1322 x3332

*Terms in quotes are defined in the Member Agreement.



Workers Compensation Members
as of July 2, 2014

The Birches Academy	01-Apr-12	30-Jun-15
Tilton-Northfield Fire Dept	01-Jan-05	30-Jun-15
Tilton-Northfield Water District d/b/a Tilton & Northfield Aqueduct Company, Inc.	01-May-13	30-Jun-15
Town of Atkinson	01-Jan-11	30-Jun-15
Town of Benton	21-Aug-02	30-Jun-15
Town of Bradford	01-Apr-00	30-Jun-15
Town of Brookline	01-Jan-05	30-Jun-15
Town of Canterbury	31-Jan-00	30-Jun-15
Town of Center Harbor	01-Jan-06	30-Jun-15
Town of Charlestown	01-Jan-06	30-Jun-15
Town of Chatham	19-Aug-04	30-Jun-15
Town of Chester	01-Jan-05	30-Jun-15
Town of Chichester	01-Jan-05	30-Jun-15
Town of Columbia	20-Apr-01	30-Jun-15
Town of Danbury	01-Jan-08	30-Jun-15
Town of Danville	01-Jan-05	30-Jun-15
Town of Dorchester	01-Jan-02	30-Jun-15
Town of Dublin	01-Jan-00	30-Jun-15
Town of Enfield	01-Jan-05	30-Jun-15
Town of Fitzwilliam	01-Jan-06	30-Jun-15
Town of Goffstown	01-Jan-00	30-Jun-15
Town of Greenland	01-Jul-05	30-Jun-15
Town of Hampton	01-Jan-01	30-Jun-15
Town of Hanover	01-Jan-05	30-Jun-15
Town of Hebron	01-Jan-05	30-Jun-15
Town of Hill	01-Jan-05	30-Jun-15
Town of Hillsborough	01-Jan-05	30-Jun-15
Town of Jackson	01-Jan-05	30-Jun-15
Town of Landaff	07-Dec-05	30-Jun-15
Town of Lisbon	01-Jan-09	30-Jun-15
Town of Lyme	01-Jan-08	30-Jun-15
Town of Madbury	01-Jan-00	30-Jun-15
Town of Madison	01-Jan-05	30-Jun-15
Town of Marlborough	01-Jan-05	30-Jun-15
Town of Middleton	01-Jan-03	30-Jun-15
Town of New Castle	01-Jan-06	30-Jun-15
Town of Newbury	01-Jan-05	30-Jun-15
Town of Newington	01-Jan-08	30-Jun-15
Town of Newton	15-Mar-00	30-Jun-15
Town of Ossipee	01-Jan-05	30-Jun-15
Town of Pelham	01-Jan-09	30-Jun-15
Town of Piermont	01-Jan-11	30-Jun-15
Town of Pittsfield	01-Jan-05	30-Jun-15
Town of Randolph	01-Jan-00	30-Jun-15

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.