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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

June 6, 2013

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

Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management requests authorization to enter into a grant agreement with the Town of Cornish (VC#159848-B001) to purchase and install two (2) dual band (UHF/VHF) mobile radios in their police cruisers for a total amount of $6,490.00. Effective upon Governor and Council approval through May 31, 2014. Funding source: 100% Federal Funds.

Funding is available in the SFY 2014 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			$6,490.00

Explanation

The Town of Cornish is seeking to provide each town police cruiser with a new dual band (UHF/VHF) mobile radio for daily use, as well as during any disaster event up to and including an all-hazard response. One radio will be installed in a newly obtained cruiser. The other radio will be installed in the cruiser in current use. Both radios will enhance interoperable communications with law enforcement agencies in the area, including the Connecticut River community of Windsor, V.T. Cornish Police Department responds to and receives mutual aid requests from Windsor, VT Police Department on a regular basis. 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 May 31, 2014)

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, Lance Harbour. He can be reached at 603-223-3633.

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 or warranty shall not exceed the period of performance of the grant to which the contract is being charged.

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 Emergency Operations Center (EOC) Grant Program, and 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.

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 Cornish (VC#159848 -B001)		**1.4. Grantee Address** 488 Town House Road, Cornish, NH 03745	
1.5. Effective Date G&C Approval	**1.6. Completion Date** May 31, 2014	**1.7. Audit Date** N/A	**1.8. Grant Limitation** $ 6,490.00
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** MERILYNN B. BOURNE, SELECTMAN	
Grantee Signature 2		**Name & Title of Grantee Signor 2** Scott S. Baker Scott S. Baker Selectman	
Grantee Signature 3 John S. Hammond		**Name & Title of Grantee Signor 3** JOHN S. HAMMOND, SELECTMAN	
1.13. Acknowledgment: State of New Hampshire, County of Sullivan **, on** 5/6/13**, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.**			
1.13.1. Signature of Notary Public or ~~Justice of the Peace~~ **(Seal)** Mary N. Curtis		MARY N. CURTIS NOTARY PUBLIC State of New Hampshire My Commission Expires May 11, 2016	
1.13.2. Name & Title of Notary Public or Justice of the Peace			
1.14. State Agency Signature(s) Steve Kraiser for:		**1.15. Name & Title of State Agency Signor(s)** **John T. Beardmore, Director of Administration**	
1.16. Approval by Attorney General (Form, Substance and Execution) **By:** **Assistant Attorney General, On:** 7/2/2013			
1.17. Approval by Governor and Council **By:** **On:** / /			

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

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the effective date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of 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 intend of the parties hereto.

22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

EXHIBIT A

Scope of Services

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the Town of Cornish (hereinafter referred to as "the Grantee") $6,490.00 for the purchase of a dual band (UHF/VHF) mobile radio for the Police Department's new cruiser as well as one for the existing cruiser.

2. "The Grantee" agrees that the project grant period ends May 31, 2014 and that a final performance and expenditure report will be sent to "the State" by June 30, 2014.

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.

EXHIBIT B

Grant Amount and Method of Payment

1. GRANT AMOUNT

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	$6,490.00	$6,490.00	$12,980.00
The Project Cost is 50% Federal Funds, 50% Applicant Share.			

2. PAYMENT SCHEDULE

a. "The Grantee" agrees the total payment by "the State" under this grant agreement shall be up to $6,490.00.

b. "The State" shall reimburse up to $6,490.00 to "the Grantee" upon "the State" receiving appropriate documentation of expended funds from "the Grantee".

Grantee Initials MSB SB

Date 5/6/2013

EXHIBIT C

Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.

2. Any funds advanced to "the Grantee" must be returned to "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 _____ SB _____ _____

Date 5/6/2013

Town of Cornish
Monday May 6, 2013 6:30 pm

Present: Merilynn Bourne, John Hammond, Scott Baker
Also Present: Heidi Jaarsma, Doug Hackett and Kyle Witty

1. At 6:30pm, Selectmen opened a duly warned public hearing under RSA 31:95-b (Unanticipated Revenues) to discuss the acceptance of the EMPG Grant Agreement Terms as presented. This grant is for an LEOP Local Emergency Operations Plan; the project cost is in the amount of $9,990 with a local match of $4,995 in soft costs. The hearing is also for a second grant for two mobile radios for the police department in the amount of $12,980 with a local match of $6,490. Chief Hackett reported that the last LEOP was from the 1990's. It is more than time to update. There is a consultant who will write the plan but the department heads must meet with the consultant as she does her work. These meetings constitute some of the soft costs. John Hammond asked about the ability to ask for other grants once the LEOP is re-written. Chief Hackett reported it will allow us to apply for numerous grants. The information on grants should be coming through the town's Emergency Management Director (the Fire Chief). Chief Hackett then explained the need for new mobile radios. The UHF radios currently being used can not hear the new narrow bands. Doug can not hear Windsor as a result. New radios are needed. John Hammond moved to approve application for both grants, seconded by Scott Baker. The vote was in the affirmative and unanimous.
2. At 7:00pm, Selectmen called to order a duly warned public hearing for the purpose of Laying Out at Road. Present: Leo Maslan, Carol Rennie, Paul & Beverly Duval, Laird Klingler, Kyle Witty. Selectwoman Bourne explained the purpose of the meeting and then asked for public comment. Leo Maslan asked about the width of the extension at the start and the end. Merilynn explained that the road is following the current road surface, more or less. Beverly Duval asked if the abutters would receive a letter from the Selectboard reporting on this meeting and any vote. The Board will get the minutes approved and a copy to abutters in tomorrow's mail. There were no more comments or questions so the public portion of the hearing was closed. After due consideration by the board, John Hammond stated that public good, convenience and necessity require the layout and establishment of the proposed highway and that this class 5 Highway will not create an undue financial burden on the town, and, as the owners of land over which the highway will pass have all signed Waivers of Damage, John moved to approve the layout as presented in the Patton survey (with the correction of the spelling of KLINGLER), seconded by Scott Baker, the vote was in the affirmative and unanimous.
3. Leo Maslan asked about the requirements for putting an in-law apartment over his garage. John responded that he needs to look at his septic design to determine how many bedrooms are allowed.
4. Reyer Jaarsma met with Selectmen for signatures on an Intent to Cut on Brian Meyette.
5. Caroline Storrs and Karim Chichakly met with Selectmen to update the board on ZBA membership and roles. Caroline Storrs is Chair and Jason Bourne, Vice-chair. Karim is an alternate, Bill Balch is now a full member as is Jim Brown. Alternates are Dale Rook, Kate Freeland and Karim. Caroline was asked about school participation for Memorial Day. She reported that grades 5-8 participate so we should expect 65 students with 10 adults.
6. Jesse Salzarulo met with Selectmen to ask about permission to operate her business prior to Planning Board review. The Board stated that since she will not be opening up spaces for any

more than two children, she should feel free to operate at that level prior to her Planning Board review.

7. Selectmen worked on Memorial Day Plans.
8. After review of the evening's minutes, John Hammond moved to accept the minutes as presented, seconded by Scott Baker. The vote was in the affirmative and unanimous.

Meeting was adjourned at 8:30pm

Respectfully submitted,

Merilynn Bourne, Selectwoman

John S. Hammond

Scott S Baker

CERTIFICATE OF COVERAGE

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

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

Participating Member: *All Members List Attached*	*Companies Affording Coverage (the "Companies"):* Company A: Local Government Center Property-Liability Trust, LLC Company B: Local Government Center Workers' Compensation Trust, LLC P.O. Box 617, Concord, NH 03302-0617

Coverage (0ccurrence basis only):	*Effective Date (mm/dd/yy)*	*Expiration Date (mm/dd/yy)*	*Limits (subject to applicable NH statutory limits)*	
☒ General Liability (Member Agreement Section III.A)	7/1/2013	6/30/2014	Each Occurrence	$5,000,000
			General Aggregate	$
			Personal & Adv Injury	$
			Med Exp (any one person)	$
			Products –Comp/Op Agg	$
			Fire Damage (each fire)	$
☒Automobile Liability (Member Agreement Section III.A) □ Any Auto □ All Owned Autos □ Scheduled Autos □ Hired Autos □ Non-Owned Autos □ Other_____	7/1/2013	6/30/2014	Each Occurrence	$5,000,000
			Bodily Injury (per person)	$
			Bodily Injury (per accident)	$
			Property Damage (per accident)	$
☐Excess Liability			Each Occurrence	$ N/A
			Aggregate	$ N/A
☒Property (All Risk including Theft) (Member Agreement Section I)Deductible: $1,000	7/1/2013	6/30/2014		$Per scheduled limits and Member Agreement
☐Workers Compensation (Coverage A) Employers' Liability (Coverage B)			□ Statutory / Cov. A	
			Each Accident / Cov. B	$ 2,000,000
			Disease – Each Employee	$ 2,000,000
			Disease – Policy Limit	$ 2,000,000

Description: Proof of Coverage.

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

	□ Additional Covered Party	□ 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:	Companies	*Please direct inquiries to:*
State of New Hampshire Department of Safety 33 Hazen Drive Concord, NH 03301	By: Debra A. Lewis Authorized Representative Date Issued: 7/1/2013	*Debra A. Lewis* *603.226-1322* *x3332*

****Terms in quotes are defined in the Member Agreement.***

573990v1

CHFS	Chesterfield School District
CHIC	Town of Chichester
CHIS	Chichester School District
CLAV	Town of Clarksville
COLE	Town of Colebrook
COLF	Colebrook Village Fire Precinct
COLU	Town of Columbia
COND	Concord Regional Solid Waste
CONE	Town of Conway
CONF	Conway Village Fire District
CONG	Contoocook Village Precinct
COPP	Copple Crown Village District
CORN	Town of Cornish
CROS	Croydon School District
DALT	Town of Dalton
DANB	Town of Danbury
DANV	Town of Danville
DEER	Town of Deerfield
DEES	Deerfield School District
DERG	Town of Deering
DORC	Town of Dorchester
DOVE	City of Dover
DUBL	Town of Dublin
DUNB	Town of Dunbarton
DUNS	Dunbarton School District
EASK	Town of East Kingston
EASM	Village District of Eastman
EAST	Town of Easton
EATO	Town of Eaton
ECON	Economic Corporation of Newport
EFFI	Town of Effingham
EIDE	Village District of Eidelweiss
EKSD	East Kingston School District
ELLS	Ellsworth School District
EMER	Emerald Lake Village District
ENFI	Town of Enfield
EPPI	Town of Epping
EPSO	Town of Epsom
EPSS	Epsom School District
EPSW	Epsom Village District
ERRO	Town of Errol
EXRC	Exeter Regional Cooperative School District
EXSD	Exeter School District
FALL	SAU #60 - Fall Mountain
FITW	Fitzwilliam Village Water District
FITZ	Town of Fitzwilliam
FRNK	City of Franklin

Primex³
NH Public Risk Management Exchange

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.

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Schedule of Primex WC Members Attached		NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* NH Statutory Limits May Apply, If Not	
☐ **General Liability (Occurrence Form)**			Each Occurrence	$
☐ **Professional Liability (describe)**			General Aggregate	$
☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	$
			Med Exp (Any one person)	$
☐ **Automobile Liability** Deductible - Comp and Coll:			Combined Single Limit (Each Accident)	
☐ Any auto			Aggregate	
X **Workers' Compensation & Employers' Liability**	1/1/2013	1/1/2014	X Statutory	
			Each Accident	$2,000,000
			Disease – Each Employee	$2,000,000
			Disease – Policy Limit	$
☐ **Property (Special Risk includes Fire and Theft)**			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER: ☐ Additional Covered Party ☐ Loss Payee	Primex³ – NH Public Risk Management Exchange
	By: *Tammy Denver*
NH Department of Safety 33 Hazen Dr Concord, NH 03301	Date: 4/2/2013 tdenver@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

Member Name	Member Number	Member SAU
Campton, Town Of	130	
Campton-Thornton Fire Department	550	
Canaan, Town Of	131	
Candia School District	906	15
Candia, Town Of	132	
Capital Area Fire Compact	546	
Carroll County	600	
Carroll, Town Of	134	
Cheshire County	601	
Chester School District	707	82
Chesterfield, Town Of	139	
Claremont Housing Authority	528	
Claremont School District	909	6
Claremont, City Of	141	
Clarksville School District	816	7
Clarksville, Town Of	142	
Cocheco Arts and Technology Academy	1203	
Colebrook School District	709	7
Columbia School District	818	7
Concord Housing Authority	522	
Concord Regional Solid Waste	400	
Concord School District	710	8
Concord, City Of	145	
Contoocook Valley School District	802	1
Coos County	602	
Cornish School District	912	6
Cornish, Town Of	147	
Croydon, Town Of	148	
CSI Charter School	1209	
Dalton, Town Of	149	
Deerfield, Town Of	152	
Deering, Town Of	153	
Derry Cooperative School District	711	10
Derry Housing Authority	530	
Derry, Town Of	154	
Dover Housing Authority	551	
Dummer, Town Of	158	
Dunbarton School District	712	19
Dunbarton, Town Of	159	
Durham, Town Of	160	
East Kingston, Town Of	161	
Easton, Town Of	162	
Eaton, Town Of	163	
Effingham, Town Of	164	
Ellsworth, Town Of	165	
Emerald Lake Village	535	
Epping School District	713	14

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.