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# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER  
33 HAZEN DR. CONCORD, NH 03305  
603/271-2791

JOHN J. BARTHELMES  
COMMISSIONER

April 15, 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 Plaistow (VC#177462-B001) for enhancements to the regional dispatch communication network for a total amount of \$66,500.00. Effective upon Governor and Council approval through September 30, 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: 23EM138092			\$66,500.00

### Explanation

The proposed simulcast network project includes the purchase and installation of microwave equipment, base station radio, dual band multi-channel base radio, gateway/comparator, network equipment, GPS antenna, site alarm/surveillance and an antenna system. The Plaistow Police Department Dispatch Center is a regional communication center for police, fire, and emergency management departments. This project is to develop/enhance the Regional Simulcast Network to provide a more adequate and effective communication for all emergency department stakeholders and will benefit the communities of Atkinson, Hampstead and Plaistow. The grant listed above is funded from the FFY'13 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'13 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 2013**

***(Grant Performance Period: October 1, 2012 through September 30, 2014)***

The purpose of the FY 2013 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 2013 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 2013 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](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 2013 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)

**\*\* Generators** - Generators for Dept. of Public Works facilities are considered LOW priority. NH HSEM cannot fund DPW “fuel depot” facilities. However, if the facility is previously identified in their Local Emergency Operations Plan as a shelter or Emergency Operations Center (EOC) (and this can be proven) then you may submit an application with the understanding that it would be considered after all other higher priority projects are processed. Generators are still allowed for sewer & water facilities, critical communication structures (i.e., towers with communication equipment), shelters, and EOCs. Contact the State EMPG Program Manager or your assigned HSEM Field Rep for eligibility of other “critical infrastructure” not listed here.

**\*\*\* Incident Response Vehicles** – Even though this equipment is eligible under the FEMA Authorized Equipment List (AEL), NH HSEM has a policy in place NOT to fund incident response vehicles.

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 2013 EMPG Program funds to support emergency communications activities should comply with the *FY 2013 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 2013 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 at [hazmitplanning@dos.nh.gov](mailto:hazmitplanning@dos.nh.gov).

**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 (EMPG) grant funding may not be subsequently paid for with preparedness (EMPG) 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 Fiscal Year to cover equipment purchased with funding from a different Fiscal Year. 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 2009 and would like to use FY 2013 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) Grant Program*

#### **MMRS Grant Programs:**

Although no longer funded as discrete grant programs, all activities and costs allowed under the Metropolitan Medical Response System (MMRS) grant program are allowable costs under the FY 2013 EMPG Program. Before applying, please contact the EMPG Program Manager to discuss project eligibility and availability of funds.

**Unallowable Costs/Items Not Funded**

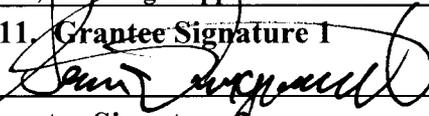
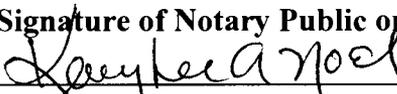
- General administrative projects. Administrative expenses must be directly connected to a specific Emergency Management-related project.
- The same/similar project will not be funded year after year.
- Expenditures for weapons systems and ammunition.
- Costs to support the hiring of sworn public safety 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

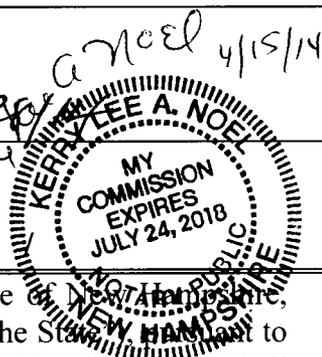
# GRANT AGREEMENT

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

## GENERAL PROVISIONS

### 1. Identification and Definitions.

<b>1.1. State Agency Name</b> NH Department of Safety, Homeland Security and Emergency Management		<b>1.2. State Agency Address</b> 33 Hazen Drive Concord, NH 03305	
<b>1.3. Grantee Name</b> Town of Plaistow (VC#177462-B001)		<b>1.4. Grantee Address</b> 145 Main Street, Plaistow, NH 03865	
<b>1.5. Effective Date</b> G&C Approval	<b>1.6. Completion Date</b> September 30, 2014	<b>1.7. Audit Date</b> N/A	<b>1.8. Grant Limitation</b> \$ 66,500.00
<b>1.9. Grant Officer for State Agency</b> Cindy Richard, EMPG Program Manager		<b>1.10. State Agency Telephone Number</b> (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."			
<b>1.11. Grantee Signature 1</b> 		<b>1.12. Name &amp; Title of Grantee Signor 1</b> SEAN FITZGERALD, Town Manager	
<b>Grantee Signature 2</b>		<b>Name &amp; Title of Grantee Signor 2</b>	
<b>Grantee Signature 3</b>		<b>Name &amp; Title of Grantee Signor 3</b>	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of <u>Rockingham</u> , on <u>4/15/14</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.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace</b> (Seal) 			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> Kerry Lee A Noel <u>Senior Counsel</u>			
<b>1.14. State Agency Signature(s)</b> 		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> Elizabeth A. Bielecki, Director of Administration	
<b>1.16. Approval by Attorney General (Form, Substance and Execution)</b> By:  Assistant Attorney General, On: <u>4/20/14</u>			
<b>1.17. Approval by Governor and Council</b> 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"), 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 SE  
Page 1 of 6

On: 4/15/14  
Date \_\_\_\_\_

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 Plaistow (hereinafter referred to as "the Grantee") \$66,500.00 for enhancements to the regional dispatch communication network.
2. "The Grantee" agrees that the project grant period ends September 30, 2014 and that a final performance and expenditure report will be sent to "the State" by October 31, 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.

Grantee Initials

SP

Page 4 of 6

9/15/14

Date

**EXHIBIT B**

Grant Amount and Method of Payment

**1. GRANT AMOUNT**

	<b>Applicant Share</b>	<b>Grant (Federal Funds)</b>	<b>Cost Totals</b>
<b>Project Cost</b>	\$66,500.00	\$66,500.00	\$133,000.00
<b>Project Cost is 50% Federal Funds, 50% Applicant Share</b>			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Emergency Management Performance Grant (EMPG) 2013-EP-00057-S01			
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 \$66,500.00.
  
- b. "The Grantee" shall submit invoices to "the State" with supporting documentation, i.e., copies of purchase orders, vendor invoices, and/or cancelled checks. Upon review and approval of the invoices and supporting documentation, "the State" will forward the funds to "the Grantee". "The Grantee" shall expend the grant funds within 30 days. "The Grantee" will continue this process until they have drawn down the 50% match for their project.

Grantee Initials SP  
Page 5 of 6

9/15/14 Date \_\_\_\_\_

**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     SF      
Page 6 of 6

    9/15/14     Date \_\_\_\_\_



*Town of Plaistow ♦ Board of Selectmen*  
*145 Main Street ♦ Plaistow ♦ NH ♦ 03865*

**PLAISTOW BOARD OF SELECTMEN MINUTES:**

**DATE:** April 14, 2014

**MEETING CALLED TO ORDER:** 6:32 PM

**SELECTMEN:**

Chairman, Daniel Poliquin  
Selectman, Michelle Curran - excused  
Selectman, Steve Ranlett

Vice Chairman, John Sherman,  
Selectman, Joyce Ingerson  
Town Manager, Sean Fitzgerald

**AGENDA:**

**MINUTES:**

*Motion by J. Sherman to approve the minutes of April 7, 2014*

*2<sup>nd</sup> J. Ingerson*

*Vote: 4-0-0*

*Motion passes.*

**PUBLIC COMMENT:**

None

**EASTER COLORING CONTEST WINNERS – CHRISTINA CRUZ**

C. Cruz introduces the Easter Coloring Contest Winners:

Dylan Lindblad, Michael Smith, Max Sutka, Haley Runnels, Matthew Smith, Jay Helfrich, Kira Sutka, Elizabeth Swanney, Cailin McNeil, Kayla Runnels, Jack Pepin, Ben Swanney.

C. Cruz reminds the attendees of the Toddler Easter Egg Hunt and Town Easter Egg Hunt. Also, the Red Sox World Series Trophy will be at Town Hall for viewing.

Each winner received an Easter Basket.

**SWEARING IN CEREMONY FOR LIBRARY BOARD OF TRUSTEES – CATHY WILLIS & MICHELLE SYKES**

Town Clerk Maryellen Pelletier swears in Michelle Sykes as a Library Board of Trustees Alternate.

S. Fitzgerald welcomes and thanks M. Sykes for volunteering.

C. Willis states that M. Sykes is a welcome addition to the Board of Trustees of the Library.

M. Sykes states that she is an avid reader and has enjoyed being Friends of the Library member and now looks forward to working with the Board.

C. Willis states that there is a review author who suggests books on the library website with links to more information. A youth service librarian has also been hired.

M. Sykes states the Library is having its annual book sale on May 10<sup>th</sup>.

Discussion occurs regarding upcoming events for the library.

**PLAISTOW PUBLIC SAFETY COMMUNICATIONS SYSTEM – POLICE CHIEF SAVAGE, FIRE CHIEF MCARDLE & WILLIAM BARTLETT, 2 WAY COMMUNICATIONS AND MOTOROLA REPRESENTATIVE**

Chief Savage introduces W. Bartlett. We have been planning for this change for two years. Technology has evolved rapidly, this is our third generation of communications starting when we first began dispatching in 1987, with the possibilities of Federal grants available to us for the first time in quite some time we would like to be able to take advantage of some built out opportunities. It is challenging for us due to the costs involved. We have made steady progress with the mobiles but the bases stations especially the Fire Department have really reached critical portions and are in the position where we really need to take advantage of this opportunity to make our infrastructure much better. It is safety for the users and safety for the taxpayers. As we move forward making changes to our system and improving it, the Fire Department is technologically behind the Police/Emergency Department regarding upgrades. As we approach this grant possibility from an Emergency Management perspective we see a unique opportunity for a partnership, it is critical for us to join together for public safety whether for an ambulance, fire or police issue. A presentation is handed out and displayed.

- Plaistow Public Safety Communications System

A review of the existing conditions and strategies for improvement.

- Plaistow Public Safety Communications System History: It was originally part of the Rockingham County Dispatch. Significant investments occurred in 1987 through 1988:
  - Hiring dispatchers - 1987
  - Adding components - 1988
  -
- Existing Infrastructure Plaistow Public Safety Complex:
  - Listed here are the Current Deficiencies at the Public Safety Complex Location:
    - Outdated – Designed in 1988
    - Poor operability
    - Dead spots
    - Current Tower to small in height at 120 ft. vs. and ideal height of 180 ft.
    - No simulcasting capability
    - Lack of clarity
    - Chronic Transmission issues

- The Timberlane Regional School Complex also has deficiencies:
  - Receive signals only at site – no broadcasting
  - Spotty coverage due to building size
  - No simulcasting capabilities
  - Lack of clarity
  - Transmission issues

To understand Simulcasting, it allows voice traffic on the police and/or fire primary tower to be broadcasted from (3) three locations at the same time (simultaneously). It dramatically increases the capabilities of the system. It is critical to Public Safety.

- Existing coverage
  - Map is displayed depicting area coverage where deficiencies are located. Specifically the dead spots are not unique to Plaistow. Atkinson and parts of Hampstead are affected. We are in a relationship with these communities. Fire apparatus and the Police are affected by the dead spots, we can address this through a relationship with these communities working together.
- Timberlane Regional has a daily population of approximately 4000 with students and staff. We put a small stick antenna over by the boiler room, it doesn't have enough height, it does improve the radio signals of the portable radios, if we are in that building. It diminishes the further you are away from it. Overall the presence of the stick antenna has improved the signal since its installation. It can receive only, there is no broadcasting from it.
- The Public Safety Complex is outdated. It was designed in 1988 and it has the same issue of poor operability.

J. Sherman states that based on the map and information, there is no coverage in the Town Forest.

Chief McArdle states they can pick up some dispatch signals on the portable radios, but generally cannot hear anything else. If we had the simulcast system I would be able to pick up if an ambulance or fire truck was signing on. I was on Rte. 108 and 134 Newton Road for a medical call. I could not hear where the ambulance was and that isn't far from here. We can talk radio to radio in close proximity to each other and we can hear dispatch broadcasting to us, we cannot hear other portable radios. As part of the benefit is enhancing cell phone coverage. My home signal must be enhanced by a tower or I have no coverage and I am near Main Street.

C. Savage states that the 328 Main Street call, started as a rescue calls but escalated and there was little if any communications coverage.

S. Fitzgerald states that all of our departments are trying to promote safety however the current system is not being able to support the requirements. In a life saving situation seconds count.

S. Savage states the existing infrastructure on Hogg Hill, the hill that is directly behind the Fire Department in Atkinson there is a tower and a small building. There is no Public Safety Systems in place in Atkinson. With this grant we could achieve that working together. It is critical to Plaistow and Atkinson. It is the highest point in the topography and would be a tremendous benefit. The future map depicts the local areas and the improvements of coverage for communications.

S. Fitzgerald states that the ability to get the signal on Hogg Hill will be significant.

W. Bartlett states that it is about topography. It's about height and terrain. The nooks and crannies of coverage and non coverage. The heavy terrain impedes the signal to get out to. From the map shown you can see the dense and heavy terrain, it is a dead zone. This approach will avoid dead zones by putting the information into the computer and it can be calculated to layout the problems and where they can be enhanced. The Chiefs have confirmed the computers findings as to problem areas and dead zones. What it doesn't show you is the interuptability with other critical users in the field.

- The Preliminary timeline for improvements.
  - Phase 1(Plaistow West) Hogg Hill: Locate new police & fire equipment on existing tower (Plaistow south) through the EMPG Grant to permit simulcasting of radio voice traffic. This tower is NOT currently occupied by our department.
  - Phase 2 Plaistow South (Haverhill Tower) Allow placement of police and fire infrastructure on existing cell tower through partnership with a developer This town is NOT currently occupied by our department,
  - Phase 3 (Plaistow North) (N. Main St./Rte 121A) To build a new tower on Town owned property through a partnership with a cell company and potential future partners. The costs will be shared. This will radically improve cell coverage in an area known for poor to non-existing coverage. It will eliminate the risk and adversity to cell users and public safety responding units.

W. Bartlett states the need for the 180 ft tower, these are not leased lines and networks, 180 foot tower will create a loop with redundancy in the system. It will be a much stronger system.

Chief Savage states and indicates the photos depicting Plaistow West, Plaistow Prime and Plaistow South.

W. Bartlett states the equipment show in Phase 1 Hogg Hill is repurposed equipment from the current Public Safety Complex.

Chief Savage states the Homeland Funding slice is accurate but the figure may have changed slightly.

- Plaistow Prime (Complex) is at \$45,812.45 will be funded in portion by an approved EMPG Grant with the Selectmen's approval.
- Plaistow South (Haverhill) is at \$40, 881.80 funded by a developer and the town.
- Plaistow West (Hogg Hill) is at \$98,710.85 funded by portion of Approved EMPG Grant
- North Main Street (Rt. 121A) is at \$77,027.80 funded by anticipated corporate funding.
- Hampstead is at \$53,098.80 funded at 100% by Hampstead only necessary if Hampstead partners with Plaistow.

Chief Savage states the ratio of funding is it is 50/50.

- Currant Partners, Public Safety Departments, Atkinson and Haverhill.
- Other partners are Timberlane Regional School District and Residents and Commuters. Potential future partners are Public Safety Departments: Hampstead, Kingston, Danville, Sandown, Newton. Public Safety Partners, First Student, Trinity Ambulance, NH Homeland Security.

Enhancing the existing communications infrastructure is critical to public safety and to the users of the system (Police, Fire & Ambulance) through the simulcasting initiative. ↓

W. Bartlett states that the needs of First Student buses have no upgraded communications structure. They can share costs and can utilize the system taking advantage of the technological upgrades. Each department can talk without interfering with each other.

D. Poliquin states he wants to know exactly what the grant will be used for?

Chief Savage states that with EMPG grant, the focus is on the three towers depicted, other than North Main Street. As previously discussed, the site at Mt. Misery failed due to the fact that the land was privately owned. We are looking at town owned property locations.

Next step is getting the authorization from the Board to apply for the \$133,000.00 for the 50/50 grant. Creating partnerships with other communities and partners. Trinity Ambulance has committed \$20,000.00, Atkinson has committed \$25,000.00 and the portion for Plaistow would be \$21,500.00. The sample motion is for the board to consider. We have been very lucky to be able to apply for this grant and to have the support of other partners.

S. Fitzgerald states that the big picture is for the long term gain. \$133,000.00 is the first significant investment. It gives us a beginning to move toward this opportunity for safety and coverage. It will take time to achieve this goal. This is an incremental step. We are in the position to apply for and accept the grant to make broad enhancements for the community.

Discussion occurs regarding the presentation.

D. Poliquin inquires about the Haverhill location, which had been previously allocated by the voters.

Chief Savage states the developer didn't act quickly enough and the money lapsed and went back into the general fund. \$30,000 that was offered to the Town of Plaistow would be issued at the first occupancy permit.

D. Poliquin states that we have \$60,000.00 allocated for that one location.

S. Fitzgerald states we have looked at some multiple ways to fund the costs within the town budget. We can offset any match the grant offers. Additional partners are also contributing to the costs associated with the system. With the Board's concurrence we can move forward by applying for this grant. Atkinson has voted at Town Meeting to support this grant.

D. Poliquin states that he is in favor of the grant but has questions regarding the language of the grant and the details associated with it. I am not in favor of using other line items from other town budgets. He inquires whether the commitments from the other communities are in writing.

S. Fitzgerald states he can come back with finer details of the grant and phases.

Discussion occurs regarding the financial budget line items and questions the responsibilities.

S. Ranlett states that it has been his experience that when persons have offered to partner he has not seen them not follow through. These improvements really are necessary for public safety.

J. Sherman states when we say we are going to take money from another account, that is actually is under spending the account allocated to the money, and over spending on another item. I am disappointed that the presentation was not given prior to the deadline to apply for the grant. Changes and more information with clear concise figures would have been preferred. I am disappointed that the CIP was not part of this. I am for it, but biggest weakness of the presentation is that the figures could be clearer.

S. Savage states that the CIP is for setting aside money year after year. The communications system has been part of that. I have come before the CIP and the Selectmen previously and stated this could cost four or five hundred thousand dollars. It failed. We are going to do an incremental approach if that is what it takes.

Discussion continues regarding the figures and town portion.

***Motion by J. Sherman to move that the Plaistow Board of Selectmen on behalf of the Town of Plaistow/Emergency Management, accept the EMPG Grant Agreement (2013-EP-00057-S01) terms as presented. The grant is for dispatch upgrade, the total amount is \$133,000.00 and the 50% of local match is \$66,500.00. The Board of Selectmen also authorizes the Town Manager to sign the Grant Agreement.***

***2<sup>nd</sup> by S. Ranlett***

***S. Ranlett states that he wants the information update to show cost per phase, result per phase, a copy of the grant and the application.***

***Vote: 4-0-0***

***Motion carries.***

### **OPENING OF RECEIVED RFQ'S FOR THE SAFETY COMPLEX DESIGN SERVICES & FEASIBILITY STUDY – SEAN FITZGERALD & CHIEF SAVAGE**

D. Poliquin states that the Town had sent out a request for quote for the design services and feasibility study for the Public Safety Complex. They will be opened this evening at the Board of Selectmen's meeting.

S. Fitzgerald states that these are the respondents with a cutoff of last Friday at 3:00 pm. We had 11 firms come to a walk through at the Safety Complex and we received responses from five of them.

- Corzilius Matuszewski Krause Architects, P.A., 603 Beech Street, Manchester, NH
- Dore & Whittier Architects, Inc., 260 Merrimac Street, Bldg. 7, Newburyport, MA 01950
- Hutter, 810 Turnpike Road, New Ipswich, NH
- HKT Architects, Inc., 35 Medford Street, Somerville, MA
- Cowan Goudreau Architects, 5 Eagle Sq., Concord, NH

J. Sherman states that upon review of the submitted RFQ's, by a numerical rating from the Public Safety Committee would be informational.

S. Ranlett states the Planning Board discussed and found the town is not directly involved.

**SIGNATURE FOLDER**

D. Poliquin notes that the signature folder and AP Manifest are going around.

**SELECTMENS REPORTS**

S. Ranlett:

- Attending Historical Society Meeting.
- OHD meeting next Sunday.

J. Sherman:

- Reorganization of the Budget Committee, Fall Schedule discussed.
- Town Report Advisory Committee, Better Planning for 2014 discussed.
- Recreation Commission Meeting as the Selectmen's Rep. Alt. Damage and prevention discussed. 13 year old eligible for Summer Rec., Policy discussion and record location issue. Senior Dances at the Vic Geary Center. Projects discussion as part of the Rec. Strategic Plan. Family Movie Night at PARC. Ingalls Field Work. Opening Day at PARC date discussion. Summer Concert Schedule.

J. Ingerson:

- Attended Town Report Committee meeting

D. Poliquin:

- Highway and Public Safety meetings coming up.
- Will work on Summer Schedule for the Board.

Public meeting adjourned 9:04 p.m.

Respectfully Submitted  
Kerry Lee Noel

*Kerry Lee Noel*  
*April 15, 2014*



## 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.

<b>Participating Member:</b> All Members List Attached		<b>Companies Affording Coverage (the "Companies"):</b> 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													
<b>Coverage (Occurrence basis only):</b>	<b>Effective Date (mm/dd/yy)</b>	<b>Expiration Date (mm/dd/yy)</b>	<b>Limits (subject to applicable NH statutory limits)</b>												
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2013	6/30/2014	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td>\$5,000,000</td></tr> <tr><td>General Aggregate</td><td>\$</td></tr> <tr><td>Personal &amp; Adv Injury</td><td>\$</td></tr> <tr><td>Med Exp (any one person)</td><td>\$</td></tr> <tr><td>Products -Comp/Op Agg</td><td>\$</td></tr> <tr><td>Fire Damage (each fire)</td><td>\$</td></tr> </table>	Each Occurrence	\$5,000,000	General Aggregate	\$	Personal & Adv Injury	\$	Med Exp (any one person)	\$	Products -Comp/Op Agg	\$	Fire Damage (each fire)	\$
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<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 _____	7/1/2013	6/30/2014	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Occurrence</td><td>\$5,000,000</td></tr> <tr><td>Bodily Injury (per person)</td><td>\$</td></tr> <tr><td>Bodily Injury (per accident)</td><td>\$</td></tr> <tr><td>Property Damage (per accident)</td><td>\$</td></tr> </table>	Each Occurrence	\$5,000,000	Bodily Injury (per person)	\$	Bodily Injury (per accident)	\$	Property Damage (per accident)	\$				
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Aggregate	\$ N/A														
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2013	6/30/2014	\$Per scheduled limits and Member Agreement												
<input type="checkbox"/> Workers Compensation (Coverage A) Employers' Liability (Coverage B)			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td><input type="checkbox"/> Statutory / Cov. A</td><td></td></tr> <tr><td>Each Accident / Cov. B</td><td>\$ 2,000,000</td></tr> <tr><td>Disease - Each Employee</td><td>\$ 2,000,000</td></tr> <tr><td>Disease - Policy Limit</td><td>\$ 2,000,000</td></tr> </table>	<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				
<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														
<b>Description:</b> 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
<p><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></p>		
<b>Certificate Holder:</b>  State of New Hampshire Department of Safety 33 Hazen Drive Concord, NH 03301	<b>Companies</b>  By: <u>Debra A Lewis</u> Authorized Representative Date issued: <u>7/1/2013</u>	<b>Please direct inquiries to:</b>  Debra A. Lewis 603.226-1322 x3332

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

NEIP	Town of New Ipswich
NELO	Town of New London
NELS	Town of Nelson
NESD	Nelson School District
NESP	New London Springfield Water Prec
NEWB	Town of Newbury
NEWF	Newfields School District
NEWI	Town of Newington
NEWM	Town of Newmarket
NEWS	Newport School District
NEWT	Town of Newton
NEXT	NEXT Charter School
NHAC	NH Association of Counties
NHMB	NH Municipal Bond Bank
NHSB	NH School Boards Association
NOCC	North Country Council
NOCE	North Country Emergency Response Team
NOCO	North Conway Water Precinct
NOCY	North Country Charter Academy
NOHV	North Haverhill Water & Light
NORV	Village of Northwood Ridge Water District
NOSW	North Swanzey Water & Fire Precinct
NOTT	Town of Nottingham
NOWA	North Walpole Village District
ORAN	Town of Orange
ORFV	Orford Village District
OSSI	Town of Ossipee
PACE	PACE Career Academy Charter School
PEBO	Penacook Boscawen Water Precinct
PEBS	Pembroke School District
PELH	Town of Pelham
PEMB	Town of Pembroke
PEMI	Pemi-Baker Regional School District
PEMW	Pembroke Water Works
PENA	Penacook Civil Defense Rescue
PIER	Town of Piermont
PILL	Pillsbury Lake Village District
PITS	Town of Pittsburg
PITT	Town of Pittsfield
PLAS	Town of Plaistow
PLYM	Town of Plymouth
PLYS	Plymouth School District
PLYV	Plymouth Village Water & Sewer
POLA	Polaris Charter School
PORT	City of Portsmouth
RAND	Town of Randolph
RAYS	SAU #33 - Raymond



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

<i>Participating Member:</i> Schedule of Primex WC Members Attached	<i>Member Number:</i>	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	\$
			General Aggregate	\$
			Fire Damage (Any one fire)	\$
			Med Exp (Any one person)	\$
<input type="checkbox"/> Automobile Liability Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2013	7/1/2014	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	\$
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex <sup>3</sup> - NH Public Risk Management Exchange
NH Department of Safety 33 Hazen Dr Concord, NH 03301			By: <i>Tammy Downs</i>
			Date: 6/14/2013    tdenver@nhprimex.org Please direct inquires to: Primex <sup>3</sup> Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

→ Town of Plaistow ←	273
Town of Plymouth	274
Town of Raymond	277
Town of Rindge	279
Town of Roxbury	282
Town of Rumney	283
Town of Rye	284
Town of Salem	285
Town of Salisbury	286
Town of Sanbornton	287
Town of Sandown	288
Town of Sandwich	289
Town of Seabrook	290
Town of Shelburne	292
Town of South Hampton	294
Town of Strafford	299
Town of Stratford	300
Town of Stratham	301
Town of Sullivan	303
Town of Sunapee	304
Town of Surry	305
Town of Tamworth	308
Town of Temple	309
Town of Thornton	320
Town of Tuftonboro	313
Town of Unity	314
Town of Wakefield	315
Town of Warren	318
Town of Washington	319
Town of Waterville Valley	518
Town of Weare	321
Town of Westmoreland	324
Town of Whitefield	325
Town of Wilmot	326
Town of Wilton	327
Town of Windham	329
Town of Windsor	323
Town of Wolfeboro	331
Town of Woodstock	332
Village District of Edelweiss	502
Warner Village Water District	513
Woodsville Fire District	515
Woodsville Water & Light	516

# 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.