



# State of New Hampshire

AUG 25 '15 AM 11:16 DAS

*John SF*

## DEPARTMENT OF SAFETY OFFICE OF THE COMMISSIONER

33 HAZEN DR. CONCORD, NH 03305  
603/271-2791

JOHN J. BARTHELMES  
COMMISSIONER

August 18, 2015

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

### Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management (HSEM), requests authorization to amend the grant agreement (PO#1044937) with the Wentworth School District (VC#159975-B001) by extending the completion date only from September 30, 2015 to September 30, 2016. The grant was initially approved by the Governor and Executive Council on July 22, 2015, Item #113. Effective upon Governor and Council approval. Funding source: 100% Federal Funds.

### Explanation

This request for an extension is needed because the timeframe required to order and receive the generator plus the time required to complete the installation cannot be met within the original period of performance. A payment of half the total cost is required at the time the order is placed for a large generator and the District could not place the order until after the grant agreement was approved by Governor and Council as only costs incurred after approval are reimbursed by FEMA. It takes approximately sixteen (16) weeks from the placed order to receive delivery of the generator in addition to the installation time. A one-year extension to September 30, 2016, approved through Governor and Executive Council, will provide ample time for the School District's to complete this project. HSEM has reviewed this request with the Federal Emergency Management Agency (FEMA) and it was determined that the date extension will not affect Federal funding.

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

Emergency Management Performance Grant (EMPG) Program – CFDA #97.042  
Grant Agreement Amendment  
**Extension of Performance Period**

**Wentworth School District (Grantee)**

It is hereby agreed that the grant agreement (PO#1044937) approved by the Governor and Executive Council on July 22, 2015, Item #113, between the Wentworth School District as “Grantee” and the Department of Safety, Division of Homeland Security & Emergency Management as “State” for an emergency generator at the school/shelter is amended as follows:

1. GENERAL PROVISIONS, Section 1.6, Completion Date;  
  
Change the project completion date from September 30, 2015 to September 30, 2016.
2. EXHIBIT A, Scope of Services, Number 2;  
  
Delete item two (2) in its entirety and replace with:  
  
“The Grantee” agrees that the project grant period ends September 30, 2016 and that a final performance and expenditure report will be sent to “the State” by October 31, 2016.
3. All other provisions of the grant agreement, approved by the Governor and Executive Council on July 22, 2015 shall remain in full force and effect.

EFFECTIVE DATE OF THE AMENDMENT: This Amendment shall be effective upon its approval by the Governor and Executive Council of the State of New Hampshire. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party. IN WITNESS WHEREOF, the parties have hereunto set their hands:

**Wentworth School District (Grantee)**

By (signature): Melisa Farrell  
Print Name: Melisa Farrell  
Title: Wentworth School Board

By (signature): K MacK  
Print Name: Kathleen Springham-Mack  
Title: school board chair

By (signature): K. M. Kay  
Print Name: Kevin M. Kay  
Title: Wentworth School Board

By (signature): \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Grantee Initials: (MF) KM/KS  
Date: 7/31/15

State of: New Hampshire

County of: GRAFTON

Upon this date: July 31 - August 7, before me, Susan M. Daigneault  
(print name of notary/justice of the peace)

the undersigned officer, personally appeared (print name(s) of individual(s) on 1<sup>st</sup> page)

Melissa Farrell, Kathleen Mack,

Kevin Kay, \_\_\_\_\_ known to me (or satisfactorily proven) to be the person(s) whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal:

Susan M. Daigneault  
Signature of Notary Public/Justice of the Peace

(Seal) **SUSAN M. DAIGNEAULT**  
Notary Public - New Hampshire  
My Commission Expires April 8, 2020

Commission Expiration

Approval by State of New Hampshire, acting through its Department of Safety:

By (signature): [Signature]  
Elizabeth A. Bielecki, Director of Administration

Approval by State of New Hampshire Attorney General as to form, substance, and execution:

By: [Signature], Assistant Attorney General, on 8/21/2015

Approval by State of New Hampshire Governor and Executive Council:

By: \_\_\_\_\_, on \_\_\_\_\_

Grantee Initials MP KM KK

Date 7/31/15

## 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.

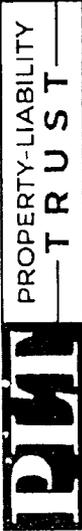
THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF EITHER OR BOTH OF THE COMPANIES AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT 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><br>Property-Liability Trust, Inc.<br>PO Box 2008, Concord, NH 03302-2008 |  |
|---|---------------------------|---|--|
| Coverage (Occurrence basis only):   | Effective Date (mm/dd/yy) | Expiration Date (mm/dd/yy)  | Limits (subject to applicable NH statutory limits) |
| <input checked="" type="checkbox"/> General Liability<br>(Member Agreement Section III.A)   | 7/1/2015                  | 6/30/2016   | Each Occurrence \$5,000,000                        |
|   |                           |   | General Aggregate \$                               |
|   |                           |   | Personal & Adv Injury \$                           |
|   |                           |   | Med Exp (any one person) \$                        |
|   |                           |   | Products -Comp/Op Agg \$                           |
| <input checked="" type="checkbox"/> Automobile Liability<br>(Member Agreement Section III.A)<br><input type="checkbox"/> Any Auto<br><input type="checkbox"/> All Owned Autos<br><input type="checkbox"/> Scheduled Autos<br><input type="checkbox"/> Hired Autos<br><input type="checkbox"/> Non-Owned Autos<br><input type="checkbox"/> Other _____ | 7/1/2015                  | 6/30/2016   | Each Occurrence \$5,000,000                        |
|   |                           |   | Bodily Injury (per person) \$                      |
|   |                           |   | Bodily Injury (per accident) \$                    |
|   |                           |   | Property Damage (per accident) \$                  |
|   |                           |   |  |
| <input type="checkbox"/> Excess Liability   |                           |   | Each Occurrence \$ N/A                             |
|   |                           |   | Aggregate \$ N/A                                   |
| <input checked="" type="checkbox"/> Property (All Risk including Theft)<br>(Member Agreement Section I) Deductible: \$1,000   | 7/1/2015                  | 6/30/2016   | \$Per scheduled limits and Member Agreement        |
| <input type="checkbox"/> Workers Compensation (Coverage A)<br>Employers' Liability (Coverage B)   |                           |   | <input type="checkbox"/> Statutory / Cov. A        |
|   |                           |   | Each Accident / Cov. B \$ 2,000,000                |
|   |                           |   | Disease - Each Employee \$ 2,000,000               |
|   |                           |   | Disease - Policy Limit \$ 2,000,000                |
| Description: Proof of Coverage.   |                           |   |  |

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

|   |  |  |
|---|--|--|
|   | <input type="checkbox"/> Additional Covered Party  | <input type="checkbox"/> Loss Payee, as his, her or its interests appear   |
| Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.* |  |  |
| <b>Certificate Holder:</b><br><br>State of New Hampshire<br>Department of Safety<br>33 Hazen Drive<br>Concord, NH 03301   | <b>Companies</b><br><br>By: <u>Debra A. Lewis</u><br>Authorized Representative<br>Date issued: <u>7/1/2015</u> | Please direct inquiries to:<br><br>Debra A. Lewis<br>603.226-1322<br>x3332 |

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



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

| Member Sort Name                          | Street Address                 | City          | State | Zip        | Phone             | Fax          |
|---|--------------------------------|---------------|-------|------------|-------------------|--------------|
| Town of Sunapee                           | 23 Edgemont Road               | Sunapee       | NH    | 03782      | 603-763-2212      | 603-763-4925 |
| Town of Sutton                            | PO Box 487                     | North Sutton  | NH    | 03260      | 603-927-4416      | 603-927-4631 |
| Town of Swanzey                           | PO Box 10009                   | Swanzey       | NH    | 03446-0009 | 603-352-7411 x107 | 603-352-6250 |
| Town of Temple                            | PO Box 191                     | Temple        | NH    | 03084      | 603-878-2536      | 603-878-5067 |
| Town of Tilton                            | 257 Main Street                | Tilton        | NH    | 03276      | 603-286-4521 x101 | 603-286-3519 |
| Town of Troy                              | PO Box 249                     | Troy          | NH    | 03465      | 603-242-7722      | 603-242-3430 |
| Town of Unity                             | 13 Center Road, Unit 3         | Charlestown   | NH    | 03503      | 603-543-3102      | 603-542-5922 |
| Town of Wakefield                         | 2 High Street                  | Sanbornville  | NH    | 03872      | 603-522-6205 x307 | 603-522-6794 |
| Town of Walpole                           | PO Box 729                     | Walpole       | NH    | 03608      | 603-756-3672      | 603-756-9209 |
| Town of Warner                            | PO Box 265                     | Warner        | NH    | 03278      | 503-456-2298      | 603-456-2297 |
| Town of Warren                            | PO Box 40                      | Warren        | NH    | 03279      | 603-764-5780      | 603-764-9296 |
| Town of Wentworth                         | PO Box 2                       | Wentworth     | NH    | 03282      | 603-764-9955      | 603-764-9362 |
| Town of Westmoreland                      | PO Box 55                      | Westmoreland  | NH    | 03467      | 603-399-4471      | 603-399-4386 |
| Town of Whitefield                        | 56 Littleton Road              | Whitefield    | NH    | 03598      | 603-837-2551      | 603-837-3148 |
| Town of Wilmot                            | PO Box 72                      | Wilmot        | NH    | 03287      | 603-526-4802      | 603-526-2523 |
| Town of Winchester                        | 1 Richmond Road                | Winchester    | NH    | 03470      | 603-239-4951 x108 | 603-239-4871 |
| Town of Windsor                           | 14 White Pond Road             | Windsor       | NH    | 03244      | 603-478-3292      | 603-478-3293 |
| Troy Redevelopment Group, Inc.            | PO Box 101                     | Troy          | NH    | 03465      | 603-876-3626      | 603-876-3624 |
| Troy Water & Sewer                        | PO Box 215                     | Troy          | NH    | 03465      | 603-242-3890      | 603-242-6718 |
| Village District of Eastman               | PO Box 990                     | Grantham      | NH    | 03753      | 603-863-6512      | 603-863-9794 |
| Village District of Eidelweiss            | 1680 Conroy Road               | Madison       | NH    | 03849      | 603-367-9022      | 603-367-8357 |
| Village of Little Boar's Head             | c/o Town of North Hampton      | North Hampton | NH    | 03862      | 603-964-8087      | 603-964-1514 |
| Village of Northwood Ridge Water District | 233 Atlantic Avenue            | Northwood     | NH    | 03261      | 603-942-8912      | 603-942-8912 |
| Virtual Learning Academy Charter School   | 30 Linden Street               | Exeter        | NH    | 03833      | 603-778-2500      | 603-775-8673 |
| Wakefield School District                 | 18 Commerce Way Unit 1         | Milton        | NH    | 03851      | 603-652-0267      | 603-652-0250 |
| Walpole Fire District                     | 278 Main Street                | Walpole       | NH    | 03608      | 603-756-3621      | 603-756-4310 |
| Warner Village Water District             | PO Box 252                     | Warner        | NH    | 03278      | 603-456-1890      | 603-456-2271 |
| Washington School District                | PO Box 2190                    | Hillsboro     | NH    | 03244      | 603-464-7704      | 603-464-4053 |
| Waterville Estates Village District       | 562 Winterbrook Road           | Campton       | NH    | 03223      | 603-726-3082 x104 | 603-726-8611 |
| Waterville Valley School District         | 47 Old Ward Bridge Road        | Plymouth      | NH    | 03264      | 603-536-1254      | 603-536-3545 |
| Wentworth School District                 | 47 Old Ward Bridge Road        | Plymouth      | NH    | 03264      | 603-536-1254      | 603-536-3545 |
| West Ossipee Fire Precinct                | PO Box 643                     | West Ossipee  | NH    | 03890      | 603-539-6906      | 603-539-6906 |
| Westmoreland School District              | 193 Maple Avenue               | Keene         | NH    | 03431      | 603-357-9008 x208 | 603-357-9008 |
| Wilton-Lyncenborough Youth Center         | PO Box 446                     | Wilton        | NH    | 03086      | 603-654-5276      | 603-654-5276 |
| Windsor School District                   | PO Box 2190                    | Hillsboro     | NH    | 03244      | 603-464-7704      | 603-464-4053 |
| Woodsville Fire District                  | 4910 Dartmouth College Hwy.    | Woodsville    | NH    | 03785      | 603-747-2233      | 603-747-2233 |
| Woodsville Water & Light Dept             | 4900 Dartmouth College Highway | Woodsville    | NH    | 03785      | 603-747-2442      | 603-747-2413 |





## 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.

|   |                       |  |
|---|-----------------------|--|
| <b>Participating Member:</b><br>Primex <sup>3</sup> Members as per attached Schedule of Members<br>Workers Compensation Program | <b>Member Number:</b> | <b>Company Affording Coverage:</b><br>NH Public Risk Management Exchange - Primex <sup>3</sup><br>Bow Brook Place<br>46 Donovan Street<br>Concord, NH 03301-2624 |
|---|-----------------------|--|

| Type of Coverage   | Effective Date<br>(mm/dd/yyyy) | Expiration Date<br>(mm/dd/yyyy) | Limits - NH Statutory Limits May Apply  |             |
|--|--------------------------------|---------------------------------|---|-------------|
| <b>General Liability (Occurrence Form)</b><br><b>Professional Liability (describe)</b><br><input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence |                                |                                 | Each Occurrence   |             |
|  |                                |                                 | General Aggregate   |             |
|  |                                |                                 | Fire Damage (Any one fire)  |             |
|  |                                |                                 | Med Exp (Any one person)  |             |
| <b>Automobile Liability</b><br>Deductible    Comp and Coll:<br><input type="checkbox"/> Any auto   |                                |                                 | Combined Single Limit<br>(Each Accident)  |             |
|  |                                |                                 | Aggregate   |             |
| <input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>  | 7/1/2015                       | 7/1/2016                        | <input checked="" type="checkbox"/> Statutory<br>Each Accident      \$2,000,000<br>Disease - Each Employee      \$2,000,000<br>Disease - Policy Limit |             |
| <input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>  |                                |                                 | Blanket Limit, Replacement Cost (unless otherwise stated)   | Deductible: |

**Description:** Proof of Primex coverage only.

|  |                                 |                   |   |
|--|---------------------------------|-------------------|---|
| <b>CERTIFICATE HOLDER:</b>                         | <b>Additional Covered Party</b> | <b>Loss Payee</b> | <b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b><br><br>By: <i>Tammy Deaver</i><br><br>Date: 6/26/2015    tdenver@nhprimex.org<br>Please direct inquiries to:<br><b>Primex<sup>3</sup> Risk Management Services</b><br>603-225-2841 phone<br>603-228-0650 fax |
| NH Dept of Safety<br>Hazen Dr<br>Concord, NH 03301 |                                 |                   |   |

|  |      |
|--|------|
| SAU 20 Office  | 749  |
| SAU 21 Office  | 841  |
| SAU 23 Office  | 750  |
| SAU 24 Office  | 826  |
| SAU 35 Office  | 938  |
| SAU 39 Office  | 808  |
| SAU 44 Office  | 804  |
| SAU 46 Office  | 753  |
| SAU 48 Office  | 754  |
| SAU 50 Office  | 800  |
| SAU 55 Office  | 777  |
| SAU 58 Office  | 830  |
| SAU 61 Office  | 787  |
| SAU 67 Office  | 869  |
| SAU 70 Office  | 845  |
| Seabrook School District                               | 843  |
| Seacoast Charter School                                | 1201 |
| Shaker Regional School District                        | 757  |
| Souhegan Cooperative School District                   | 778  |
| South Hampton School District                          | 844  |
| Stark School District                                  | 831  |
| Stoddard School District                               | 854  |
| Strafford School District                              | 944  |
| Stratford School District                              | 832  |
| Stratham School District                               | 821  |
| TEAMS Charter School                                   | 1212 |
| Thornton School District                               | 758  |
| Tilton Northfield Fire                                 | 567  |
| Timberlane Regional School District                    | 775  |
| Town of Amherst  | 106  |
| Town of Barnstead                                      | 112  |
| Town of Charlestown                                    | 136  |
| Town of Derry  | 154  |
| Town of Greenfield                                     | 186  |
| Town of Hanover  | 194  |
| Town of Haverhill                                      | 196  |
| Town of Hinsdale                                       | 201  |
| Town of Holderness                                     | 202  |
| Town of Hooksett                                       | 204  |
| Town of Hudson   | 206  |
| Town of Londonderry                                    | 224  |
| Town of Madison  | 230  |
| Town of Marlow   | 233  |
| Town of Merrimack                                      | 236  |
| Town of New Durham                                     | 249  |
| Town of New Hampton                                    | 251  |
| Town of New London                                     | 254  |
| Town of Newmarket                                      | 255  |
| Town of North Hampton                                  | 259  |
| Town of Peterborough                                   | 268  |
| Town of Sharon   | 291  |
| Town of Stoddard                                       | 310  |
| Unity School District                                  | 945  |
| Upper Valley Lake Sunapee Regional Planning Commission | 570  |
| Warren School District                                 | 767  |
| Waterville Valley School District                      | 947  |
| Weare School District                                  | 759  |
| → Wentworth School District                            | 760  |
| White Mountains Regional School District               | 811  |
| Wilton-Lyndeborough Cooperative School District        | 763  |
| Windham School District                                | 771  |
| Winnacunnet Cooperative School District                | 806  |

HSEM - EMPG - 04 - 2015 - 06



# State of New Hampshire

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

JOHN J. BARTHELMES  
COMMISSIONER

RQ# 156462

June 16, 2015

GC# 113

07-22-2015

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

### Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management requests authorization to enter into a grant agreement with Wentworth School District (VC#159975-B001) for the purchase and installation of a generator at the Wentworth Elementary School for a total amount of \$29,410.00. Effective upon Governor and Council approval through September 30, 2015. Funding source: 100% Federal Funds.

Funding is available in the SFY 2016 operating budget as follows:

|                            |                             |                        |                       |
|----------------------------|-----------------------------|------------------------|-----------------------|
| 02-23-23-236010-80920000   | Dept. of Safety             | Homeland Sec-Emer Mgmt | 100% EMPG Local Match |
| 072-500577                 | Grants to Schools - Federal |                        |                       |
| Activity Code: 23EMPG 2014 |                             |                        | \$ 29,410.00          |

### Explanation

The purpose of the generator will be to provide backup power at the Wentworth Elementary School which is also the community's primary shelter. The grant listed above is funded from the FFY'14 Emergency Management Performance Grant (EMPG), which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The grant funds are to be used to measurably improve all-hazard planning and preparedness capabilities/activities, to include mitigation, preparedness, response, and recovery initiatives at the state and local level. Grant guidance and applications are available to all Emergency Management Directors and other qualified organizations in the State. Grantees submit applications to this office, which are reviewed by the HSEM Planning Chief, Assistant Planning Chief and Field Representatives and approved by the HSEM Director. The criteria for approval are based on grant eligibility in accordance with the grant's current guidance and the documented needs of the local jurisdictions.

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

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

Respectfully submitted,

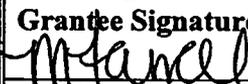
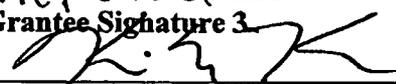
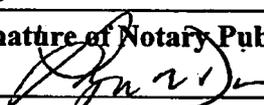
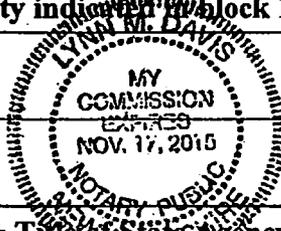
  
John J. Barthelmes  
Commissioner of Safety

# 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><br>NH Department of Safety, Homeland Security and Emergency Management  |   | <b>1.2. State Agency Address</b><br>33 Hazen Drive<br>Concord, NH 03305  |   |
| <b>1.3. Grantee Name</b><br>Wentworth School District (VC#159975-B001)  |   | <b>1.4. Grantee Address</b> 47 Old Ward Bridge Road<br>Plymouth, NH 03264  |   |
| <b>1.5. Effective Date</b><br>G&C Approval  | <b>1.6. Completion Date</b><br>September 30, 2015 | <b>1.7. Audit Date</b><br>N/A  | <b>1.8. Grant Limitation</b><br>\$29,410.00 |
| <b>1.9. Grant Officer for State Agency</b><br>Cindy Richard, EMPG Program Manager   |   | <b>1.10. State Agency Telephone Number</b><br>(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><br>   |   | <b>1.12. Name &amp; Title of Grantee Signor 1</b><br>Kathleen Springham-Mack <sup>Wentworth School Board Chair</sup> |   |
| <b>Grantee Signature 2</b><br>   |   | <b>Name &amp; Title of Grantee Signor 2</b><br>Melissa Farrell <sup>Wentworth School Board</sup>                     |   |
| <b>Grantee Signature 3</b><br>  |   | <b>Name &amp; Title of Grantee Signor 3</b><br>Kevin M. Kay - <sup>Wentworth School Board</sup>                      |   |
| <b>1.13. Acknowledgment:</b> State of New Hampshire, County of <u>Grafton</u> , on <u>5/18/15</u> , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12. |   |  |   |
| <b>1.13.1. Signature of Notary Public or Justice of the Peace (Seal)</b><br>   |   |                                 |   |
| <b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b><br>Lynn M. Davis <sup>Notary Public</sup>  |   |  |   |
| <b>1.14. State Agency Signature(s)</b><br>   |   | <b>1.15. Name &amp; Title of State Agency Signor(s)</b><br>Elizabeth A. Bielecki, Director of Administration         |   |
| <b>1.16. Approval by Attorney General (Form, Substance and Execution)</b>   |   |  |   |
| By:    |   | Assistant Attorney General, On: <u>6/16/2015</u>   |   |
| <b>1.17. Approval by Governor and Council</b>   |   |  |   |
| By: _____   |   | On: <u>  /  /  </u>  |   |

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

Grantee Initials DM MF  
Page 1 of 6

Date 5/18/15

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

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Date 5/18/15  
5/18/15

- 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.

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    KM    

    MJ    

Date

    JK      
    5/15/15      
    5/12/15

**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 Wentworth School District (hereinafter referred to as "the Grantee") \$29,410.00 for the purchase and installation of an emergency generator at Wentworth Elementary School which serves as the Town of Wentworth's primary emergency shelter.
2. "The Grantee" agrees that the project grant period ends September 30, 2015 and that a final performance and expenditure report will be sent to "the State" by October 31, 2015.
3. "The Grantee" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. "The Grantee" shall maintain financial records, supporting documents, and all other pertinent records for a period of seven (7) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 50% cost share required by this grant.

Grantee Initials

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MA

Date

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**EXHIBIT B**

Grant Amount and Method of Payment

1. **GRANT AMOUNT**

|  | Applicant<br>Share | Grant<br>(Federal Funds) | Cost Totals |
|--|--------------------|--------------------------|-------------|
| <b>Project Cost</b>  | \$29,410.00        | \$29,410.00              | \$58,820.00 |
| <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) EMW-2014-EP-APP-00061 |                    |                          |             |
| 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 \$29,410.00.
- b. "The State" shall reimburse up to \$29,410.00 to "the Grantee" upon "the State" receiving appropriate documentation of expended funds from "the Grantee".

Grantee Initials

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MT

Date

5/18/15  
5/18/15

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.

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MT

Date 5/18/15

**Wentworth Elementary School  
School Board Meeting  
5/18/2015**

**Board Members Present:** Kathleen Mack, Kevin Kay and Melisa Farrell

**Administration Present:** Kyla Welch and Tonia Orlando

**Teachers Present:** Phoebe Sanborn, Sarah Cormiea, Rachel Troiano, Chris Misavage, and Tristan Blake

**Public Present:** 3 members

The board went into nonpublic session at 4:00 p.m.

The board came out of nonpublic session at 4:25 p.m.

Kathleen Mack made a motion to begin public session at 4:30, seconded by Melisa Farrell.

**Agenda Review and Disposition:**

Kevin Kay requested to hear the Teacher Evaluation Plan presentation right after the Administrator's report. All agreed.

**Minutes of April 20, 2015:**

Correction needed to page 4, Upcoming Events - After recounting the school days attended, it has been determined that the last day of school is June 12 (full day).

Melisa Farrell made a motion to accept the minutes, seconded by Kevin Kay. All agreed.

**Administrator's Report:**

Current enrollment is now 63.

Estimated enrollment for next year is as follows:

Kindergarten - 6 confirmed

1st grade - 5

2nd grade - 8

3rd grade - 4

4th grade - 9

5th grade - 4

superintendent. The teacher will be given three formal evaluations throughout the academic year with monthly meetings with the building administrator. In order to receive a contract, the teacher must move into the rating of Effective.

Teachers found to be in the Needs Improvement/Developing category will receive monthly meetings with a mentor and/or the building administrator. The teacher will be given two formal evaluations throughout the academic year.

Mrs. Orlando also pointed out page 7 giving staff at WES the opportunity to provide constructive feedback to the Building Administrator. The rubric is on pages 17-21. They will work on condensing it to 2 pages by next meeting.

Mrs. Welch stated that she feels that this is a "model plan". Once approved she may ask permission to share it with other districts.

Kathleen Mack stated her concern about the School Board being kept informed about staff. The line of communication should be as follows: Mrs. Orlando -> speaks to teacher -> then speaks to the Superintendent -> then to the School Board.

Mr. Francis Muzzey stated "Good Job" constructing this document. He asked about how many times a teacher is informally evaluated each year? Mrs. Orlando and Mrs. Sanborn answered that Mrs. Orlando is in the classrooms several times almost everyday and there is constant communication.

Mr. Muzzey also stated that teachers are kept so busy and that time spent putting together this document should go toward their teacher recertification hours.

Mrs. Orlando commented that she hopes this document is ratified by June.

#### Generator Discussion:

The Department of Homeland Security grant was approved. Mrs. Welch suggested the following motion:

\* "The Wentworth School Board, in a majority vote, accepted the terms of the Emergency Management Performance Grant as presented in the amount of \$29,410.00 for the purchase of a generator. Furthermore, the Board acknowledges that the total cost of the project will be \$58,820.00 in which the Wentworth School District will be responsible for a 50% match (\$29,410.00). \*

**Kathleen Mack made the motion stated above. It was seconded by Kevin Kay. All were in favor. The document was signed.**

There was a question about the timing of the installation. The signed grant must be approved by the Governor's Council which may happen in June. The generator order has a lead time of 16-18 weeks. Jon Francis stated that the generator will be ordered

once approved by the Governor's Council. The preliminary work (digging, etc) will be done this summer.



**End of Year Review:**

Mrs. Welch reviewed the current year budget status. There is unanticipated funds remaining due to a health insurance premium return, unspent funds left over in SPED, Speech Services, and funds from the Building Administrator's salary being realigned. Unexpected expenses were the Nursing Contract (2 years of increase come out of 2014-15 budget) and custodial repairs and maintenance.

The School Board was asked permission to move forward on the following needed maintenance:

Front wall window repair due to rot in SPED room - needs to be done when the egress windows are replaced. Approximate cost of \$9,500.

Panic/door hardware to replace latches and hinges on numerous doors totalling approximately \$5,250.

All agreed

In June the Capital Improvement timeline will be discussed.

Kevin Kay asked about the School Nurse contract and if money can be saved if the school didn't contract through Speare Memorial. There was a discussion about the logistics and liability concerns and it was decided that it would benefit WES to keep the contract with Speare.

**Other Business:**

Mrs Welch asked the School Board to accept the resignation of Eli Chamberlain as PE teacher.

**Kathleen Mack made motion to regretfully accept the resignation of Mr. Chamberlain. It was seconded by Kevin Kay. All agreed.**

**Privilege of the Floor**

Kevin Kay stated that he would like a monthly agenda item added. He would like to see a monthly SAU or Building Administrator report showing the communication happening between the SAU and the Building Administrator so the School Board has a sense of the what is discussed and shared. Mrs. Welch and Mrs. Orlando explained that most of the communication would be of confidential nature. It was agreed that this would be discussed further in nonpublic session.

The meeting adjourned at 5:25 and went into the second nonpublic session for personnel/student issues.

## 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><br>Property-Liability Trust, Inc.<br>PO Box 2008, Concord, NH 03302-2008 |   |
| <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<br>(Member Agreement Section III.A)   | 7/1/2015                         | 6/30/2016   | Each Occurrence \$5,000,000                               |
|   |                                  |   | General Aggregate \$                                      |
|   |                                  |   | Personal & Adv Injury \$                                  |
|   |                                  |   | Med Exp (any one person) \$                               |
|   |                                  |   | Products -Comp/Op Agg. \$                                 |
| <input checked="" type="checkbox"/> Automobile Liability<br>(Member Agreement Section III.A)<br><input type="checkbox"/> Any Auto<br><input type="checkbox"/> All Owned Autos<br><input type="checkbox"/> Scheduled Autos<br><input type="checkbox"/> Hired Autos<br><input type="checkbox"/> Non-Owned Autos<br><input type="checkbox"/> Other _____ | 7/1/2015                         | 6/30/2016   | Each Occurrence \$5,000,000                               |
|   |                                  |   | Bodily Injury (per person) \$                             |
|   |                                  |   | Bodily Injury (per accident) \$                           |
|   |                                  |   | Property Damage (per accident) \$                         |
|   |                                  |   | Excess Liability  |
|   |                                  |   | Aggregate \$ N/A  |
| <input checked="" type="checkbox"/> Property (All Risk including Theft)<br>(Member Agreement Section I) Deductible: \$1,000   | 7/1/2015                         | 6/30/2016   | \$Per scheduled limits and Member Agreement               |
| <input type="checkbox"/> Workers Compensation (Coverage A)<br>Employers' Liability (Coverage B)   |                                  |   | <input type="checkbox"/> Statutory / Cov. A               |
|   |                                  |   | Each Accident / Cov. B. \$ 2,000,000                      |
|   |                                  |   | Disease - Each Employee \$ 2,000,000                      |
|   |                                  |   | Disease - Policy Limit \$ 2,000,000                       |
| Description: Proof of Coverage.   |                                  |   |   |

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

|   |  |  |
|---|--|--|
|   | <input type="checkbox"/> Additional Covered Party  | <input type="checkbox"/> Loss Payee, as his, her or its interests appear   |
| Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.* |  |  |
| <b>Certificate Holder:</b><br><br>State of New Hampshire<br>Department of Safety<br>33 Hazen Drive<br>Concord, NH 03301   | <b>Companies</b><br><br>By: <u>Debra A. Lewis</u><br>Authorized Representative<br>Date Issued: <u>7/1/2015</u> | Please direct inquiries to:<br><br>Debra A. Lewis<br>603.226-1322<br>x3332 |

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



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

| Member/Sort Name                          | Street Address                 | Street Address            | City          | State | Zip        | Phone             | Cell/Fax     |
|---|--------------------------------|---------------------------|---------------|-------|------------|-------------------|--------------|
| Town of Sunapee                           | 23 Edgemont Road               |                           | Sunapee       | NH    | 03782      | 603-763-2212      | 603-763-4925 |
| Town of Sutton                            | PO Box 487                     | 93 Main Street            | North Sutton  | NH    | 03260      | 603-927-4416      | 603-927-4631 |
| Town of Swanzev                           | PO Box 10009                   | 620 Old Homestead Highway | Swanzev       | NH    | 03446-0009 | 603-352-7411 x107 | 603-352-6250 |
| Town of Temple                            | PO Box 191                     |                           | Temple        | NH    | 03084      | 603-878-2536      | 603-878-5067 |
| Town of Tilton                            | 257 Main Sreet                 |                           | Tilton        | NH    | 03276      | 603-286-4521 x101 | 603-286-3519 |
| Town of Troy                              | PO Box 249                     | 16 Central Square         | Troy          | NH    | 03465      | 603-242-7722      | 603-242-3430 |
| Town of Unity                             | 13 Center Road, Unit 3         |                           | Charlestown   | NH    | 03603      | 603-543-3102      | 603-542-5922 |
| Town of Wakefield                         | 2 High Street                  |                           | Sanbornville  | NH    | 03872      | 603-522-6205x307  | 603-522-6794 |
| Town of Walpole                           | PO Box 729                     |                           | Walpole       | NH    | 03608      | 603-756-3572      | 603-756-9209 |
| Town of Warner                            | PO Box 265                     |                           | Warner        | NH    | 03278      | 603-456-2298      | 603-456-2297 |
| Town of Warren                            | PO Box 40                      | 8 Water Street            | Warren        | NH    | 03279      | 603-764-5780      | 603-764-9296 |
| Town of Wentworth                         | PO Box 2                       | 17 Atwell Hill Road       | Wentworth     | NH    | 03282      | 603-764-9955      | 603-764-9362 |
| Town of Westmoreland                      | PO Box 55                      | 780 Route 63              | Westmoreland  | NH    | 03467      | 603-399-4471      | 603-399-4386 |
| Town of Whitefield                        | 56 Littleton Road              |                           | Whitefield    | NH    | 03598      | 603-837-2551      | 603-837-3148 |
| Town of Wilmot                            | PO Box 72                      |                           | Wilmot        | NH    | 03287      | 603-526-4802      | 603-526-2523 |
| Town of Winchester                        | 1 Richmond Road                |                           | Winchester    | NH    | 03470      | 603-239-4951 x108 | 603-239-4871 |
| Town of Windsor                           | 14 White Pond Road             |                           | Windsor       | NH    | 03244      | 603-478-3292      | 603-478-3793 |
| Troy Redevelopment Group, Inc.            | PO Box 101                     |                           | Troy          | NH    | 03465      | 603-876-3626      | 603-876-3624 |
| Troy Water & Sewer                        | PO Box 215                     | 151 Dort Street           | Troy          | NH    | 03465      | 603-242-3890      | 603-242-6718 |
| Village District of Eastman               | PO Box 990                     | 31 Draper Road            | Grantham      | NH    | 03753      | 603-863-6512      | 603-863-9794 |
| Village District of Eidelweiss            | 1680 Conway Road               | Box 1027                  | Madison       | NH    | 03849      | 603-367-9022      | 603-367-8357 |
| Village of Little Boar's Head             | c/o Town of North Hampton      | 233 Atlantic Avenue       | North Hampton | NH    | 03862      | 603-964-8087      | 603-964-1514 |
| Village of Northwood Ridge Water District | PO Box 325                     |                           | Northwood     | NH    | 03261      | 603-942-8912      | 603-942-8912 |
| Virtual Learning Academy Charter School   | 30 Linden Street               |                           | Exeter        | NH    | 03833      | 603-778-2500      | 603-775-8673 |
| Wakefield School District                 | 18 Commerce Way Unit 1         |                           | Milton        | NH    | 03851      | 603-652-0262      | 603-652-0250 |
| Walpole Fire District                     | 278 Main Street                | PO Box 243                | Walpole       | NH    | 03608      | 603-756-3621      | 603-756-4310 |
| Warner Village Water District             | PO Box 252                     | 55 West Joppa Road        | Warner        | NH    | 03278      | 603-456-1890      | 603-456-2271 |
| Washington School District                | PO Box 2190                    |                           | Hillsboro     | NH    | 03244      | 603-464-7704      | 603-464-4053 |
| Waterville Estates Village District       | 562 Winterbrook Road           |                           | Campton       | NH    | 03223      | 603-726-3082 x104 | 603-726-8511 |
| Waterville Valley School District         | 47 Old Ward Bridge Road        |                           | Plymouth      | NH    | 03264      | 603-536-1254      | 603-536-3545 |
| Wentworth School District                 | 47 Old Ward Bridge Road        |                           | Plymouth      | NH    | 03264      | 603-536-1254      | 603-536-3545 |
| West Ossipee Fire Precinct                | PO Box 643                     |                           | West Ossipee  | NH    | 03890      | 603-539-6906      |              |
| Westmoreland School District              | 193 Maple Avenue               |                           | Kenneb        | NH    | 03431      | 603-357-9008 x208 |              |
| Wilton-Lyndeborough Youth Center          | PO Box 446                     |                           | Wilton        | NH    | 03086      | 603-654-5276      | 603-654-5276 |
| Windsor School District                   | PO Box 2190                    |                           | Hillsboro     | NH    | 03244      | 603-464-7704      | 603-464-4053 |
| Woodsville Fire District                  | 4910 Dartmouth College Hwy     |                           | Woodsville    | NH    | 03785      | 603-747-2233      |              |
| Woodsville Water & Light Dept             | 4900 Dartmouth College Highway |                           | Woodsville    | NH    | 03785      | 603-747-2442      | 603-747-2413 |



## 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><br>Primex <sup>3</sup> Members as per attached Schedule of Members<br>Workers Compensation Program  |                                | <i>Member Number:</i>           |   | <i>Company Affording Coverage:</i><br>NH Public Risk Management Exchange - Primex <sup>3</sup><br>Bow Brook Place<br>46 Donovan Street<br>Concord, NH 03301-2624 |             |
|--|--------------------------------|---------------------------------|---|--|-------------|
| Type of Coverage   | Effective Date<br>(mm/dd/yyyy) | Expiration Date<br>(mm/dd/yyyy) | Limits - NH Statutory Limits May Apply                    |  |             |
| <input type="checkbox"/> General Liability (Occurrence Form)<br><input type="checkbox"/> Professional Liability (describe)<br><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<br>Deductible    Comp and Coll:<br><input type="checkbox"/> Any auto   |                                |                                 | Combined Single Limit (Each Accident)                     |  |             |
|  |                                |                                 | Aggregate   |  |             |
| <input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability   | 7/1/2015                       | 7/1/2016                        | <input checked="" type="checkbox"/> Statutory             |  |             |
|  |                                |                                 | Each Accident   | \$2,000,000  |             |
|  |                                |                                 | Disease - Each Employee                                   | \$2,000,000  |             |
|  |                                |                                 | Disease - Policy Limit                                    |  |             |
| <input type="checkbox"/> Property (Special Risk includes Fire and Theft)   |                                |                                 | Blanket Limit, Replacement Cost (unless otherwise stated) |  | Deductible: |
| Description: Proof of Primex coverage only.  |                                |                                 |   |  |             |

|  |                          |            |  |
|--|--------------------------|------------|--|
| CERTIFICATE HOLDER:                                | Additional Covered Party | Loss Payee | Primex <sup>3</sup> - NH Public Risk Management Exchange   |
| NH Dept of Safety<br>Hazen Dr<br>Concord, NH 03301 |                          |            | By: <i>Tammy Denver</i>  |
|  |                          |            | Date: 6/26/2015 <a href="mailto:tdenver@nhprimex.org">tdenver@nhprimex.org</a>                                       |
|  |                          |            | Please direct inquires to:<br>Primex <sup>3</sup> Risk Management Services<br>603-225-2841 phone<br>603-228-0650 fax |

|  |      |
|--|------|
| SAU 20 Office  | 749  |
| SAU 21 Office  | 841  |
| SAU 23 Office  | 750  |
| SAU 24 Office  | 826  |
| SAU 35 Office  | 938  |
| SAU 39 Office  | 808  |
| SAU 44 Office  | 804  |
| SAU 46 Office  | 753  |
| SAU 48 Office  | 754  |
| SAU 50 Office  | 800  |
| SAU 55 Office  | 777  |
| SAU 58 Office  | 830  |
| SAU 61 Office  | 787  |
| SAU 67 Office  | 869  |
| SAU 70 Office  | 845  |
| Seabrook School District                               | 843  |
| Seacoast Charter School                                | 1201 |
| Shaker Regional School District                        | 757  |
| Souhegan Cooperative School District                   | 778  |
| South Hampton School District                          | 844  |
| Stark School District                                  | 831  |
| Stoddard School District                               | 854  |
| Strafford School District                              | 944  |
| Stratford School District                              | 832  |
| Stratham School District                               | 821  |
| TEAMS Charter School                                   | 1212 |
| Thornton School District                               | 758  |
| Tilton Northfield Fire                                 | 567  |
| Timberlane Regional School District                    | 775  |
| Town of Amherst  | 106  |
| Town of Barnstead                                      | 112  |
| Town of Charlestown                                    | 136  |
| Town of Derry  | 154  |
| Town of Greenfield                                     | 186  |
| Town of Hanover  | 194  |
| Town of Haverhill                                      | 196  |
| Town of Hinsdale                                       | 201  |
| Town of Holderness                                     | 202  |
| Town of Hooksett                                       | 204  |
| Town of Hudson   | 206  |
| Town of Londonderry                                    | 224  |
| Town of Madison  | 230  |
| Town of Marlow   | 233  |
| Town of Merrimack                                      | 236  |
| Town of New Durham                                     | 249  |
| Town of New Hampton                                    | 251  |
| Town of New London                                     | 254  |
| Town of Newmarket                                      | 255  |
| Town of North Hampton                                  | 259  |
| Town of Peterborough                                   | 268  |
| Town of Sharon   | 291  |
| Town of Stoddard                                       | 310  |
| Unity School District                                  | 945  |
| Upper Valley Lake Sunapee Regional Planning Commission | 570  |
| Warren School District                                 | 767  |
| Waterville Valley School District                      | 947  |
| Weare School District                                  | 759  |
| Wentworth School District                              | 760  |
| White Mountains Regional School District               | 811  |
| Wilton-Lyndeborough Cooperative School District        | 763  |
| Windham School District                                | 771  |
| Winnacunnet Cooperative School District                | 806  |