



# State of New Hampshire

DEPARTMENT OF SAFETY  
JAMES H. HAYES BLDG. 33 HAZEN DR.  
CONCORD, N.H. 03305  
(603) 271-2791

EDDIE EDWARDS  
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE  
ASSISTANT COMMISSIONER

ROBERT L. QUINN  
COMMISSIONER

March 7, 2024

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

## REQUESTED ACTION

Authorize the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) to amend an existing grant agreement (PO#1092888) with the Town of Epsom (VC#177257-B004), in an amount of \$2,320.00, increasing the grant from \$38,771 to \$41,091 to purchase and install a generator at the community's Emergency Operations Center (EOC). The grant agreement was initially approved by the Governor and Executive Council on May 31, 2023, Item 150. Effective upon Governor and Council approval through August 31, 2024. 100% Federal Funds.

Funding is available in the SFY 2024 operating budget as follows:

02-23-23-236010-80920000 - Dept. of Safety - Homeland Sec-Emer Mgmt – EMPG	<u>SFY 2024</u>
072-500574 Grants to Local Gov't - Federal	\$2,320.00
Activity Code: 23EMPG-S 2021	

## EXPLANATION

The purpose of this grant agreement amendment is to allow the Town of Epsom to complete the purchase and installation of an emergency generator for their Emergency Operations Center (EOC). An amendment is necessary due to an increase in construction costs. The grant agreement listed above is funded by the FFY21 American Rescue Plan Act (ARPA) Emergency Management Performance Grant (EMPG), which was awarded to the Department of Safety, HSEM from the Federal Emergency Management Agency (FEMA). Grant funds are being used to improve all-hazard planning and preparedness capabilities/activities including mitigation, preparedness, response, and recovery initiatives at the State and local levels. Grant guidance and applications are available to all Emergency Management Directors and other qualified organizations within the State. Sub-recipients submit applications to this office, which are reviewed by the HSEM EMPG Program Manager, EMPG Program Coordinator, and Field Representatives, which are then approved by the HSEM Director. The criterion for approval is based on grant eligibility per the grant's current guidance and the documented needs of the local jurisdictions.

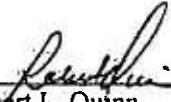
The Emergency Management Performance Grants are 50% Federally funded by FEMA with a 50% match requirement supplied by the subrecipient. The sub-recipient acknowledges their match obligation as part of Exhibits B & C to their grant agreement.

92 CJG

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
March 7, 2024  
Page 2 of 2

If Federal funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,

  
\_\_\_\_\_  
Robert L. Quinn  
Commissioner of Safety

Emergency Management Performance Grant (EMPG) – CFDA #97.042  
 Grant Agreement Amendment  
 Request for Additional Funds

**Town of Epsom**

It is hereby agreed that the grant agreement approved by the Governor and Executive Council on May 31, 2023, Item #150, between the Town of Epsom as "Subrecipient" and the Department of Safety, Division of Homeland Security & Emergency Management as "State" for the implementation of an Emergency Management Performance Grant project to purchase and install a generator for the community's Emergency Operations Center (EOC):

1. GENERAL PROVISIONS, Section 1.8, Grant Limitation;

Delete in its entirety and replace with \$41,091.00 \_\_\_\_\_

2. EXHIBIT B, Scope of Services, Paragraph 1;

Delete item in its entirety and replace with:

The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the Town of Epsom (hereinafter referred to as "the Subrecipient") \$41,091.00 to purchase and install a generator for the community's Emergency Operations Center (EOC).

3. Exhibit C, Grant Amount and Payment Schedule, 1. Grant Amount;

Delete item in its entirety and replace with:

	Applicant	Grant	
	Share	(Federal Funds)	Cost Totals
Project Cost	\$41,091.00	\$41,091.00	\$82,182.00
Project Cost is 50% Federal Funds, 50% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Emergency Management Performance Grant (EMPG) EMB-2021-EP-00011			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.042 (EMPG)			
Applicant's Unique Entity ID (UEI): SNSTN114YNN6			

Subrecipient Initials: \_\_\_\_\_

*[Handwritten Signature]*  
 Date 11/13/22

4. Exhibit C, Payment Schedule, Paragraph a and c;

Delete item in its entirety and replace with:

"The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$41,091.00.

"The State" shall reimburse up to \$41,091.00 to "the Subrecipient" upon "the State" receiving a reimbursement request with match documentation and appropriate backup documentation, i.e., copies of invoices, copies of canceled checks, and/or copies of accounting statements.

5. All other provisions of the grant agreement, approved by the Governor and Executive Council on May 31, 2023, 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:

**Town of Epsom (Subrecipient)**

By (signature): *Cheryl C. Gilpatrick*  
Print Name: Cheryl C. Gilpatrick  
Title: Chair Select Board

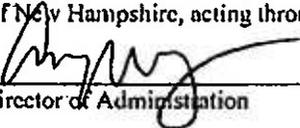
By (signature): *Virginia J. Drew*  
Print Name: Virginia J. Drew  
Title: Dee Chair Selectboard

By (signature): *[Signature]*  
Print Name: Marian Wysocki  
Title: Select Board

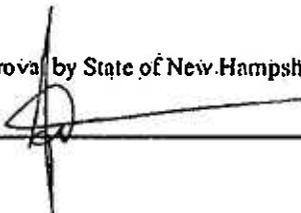
By (signature): \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Subrecipient Initials: *[Signature]*  
Date: 11/13/23

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

By (signature):   
Amy L. Newbury, Director of Administration

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

By: , Assistant Attorney General, on 3/19/24.

Approval by State of New Hampshire Governor and Executive Council:

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

Subrecipient Initials: \_\_\_\_\_

  
Date 11/13/23

88 handicap access to the Meetinghouse, drainage options, location of the dumpster, and a connection  
89 between the upper and lower parking lot levels. Mr. Cota noted that concept #2, with a paved connection  
90 between the two levels, would require changing the sewer pipe or reinforcing the existing pipe. It was the  
91 consensus of the Board that the Road Agent should draft a request for sealed bids for concept #2 and Ms.  
92 Drew will have copies of the site plan made for the bidders.

93  
94 **Budget Discussion**

95 Ms. Wysocki stated that six months of payroll for the vacant Police and Fire Department positions,  
96 previously created by the 2023 Warrant Article, can be encumbered. The Board, Ms. Sullivan, and Chief  
97 Michael discussed the encumbrance and the default budget. It was the consensus of the Board to present  
98 the idea of this encumbrance to the Budget Committee. Ms. Sullivan noted that the Chief Yeaton had  
99 received a combined quote on wiring the bay lights and hooking up the new washer/dryer, however, the  
100 combined quote is over the purchase order threshold. It was the consensus of the Board the Chief should  
101 attempt to get two more quotes. Ms. Sullivan provided the Board with the expenditures to date.

102  
103 **Old Home Weekend Association Donation**

104 **Motion by:** Ms. Wysocki to accept the donation from the Old Home Weekend Association in the amount  
105 of \$1,000 for the Webster Park Reforestation Fund. **Second by:** Ms. Drew. **Motion passed**  
106 **unanimously: 3-0.**

107  
108 Ms. Gilpatrick noted the Association will be submitting the fees collected for electrical use during Old  
109 Home Weekend. Ms. Sullivan will research the coverage charge for the Park dumpster that occurred  
110 during Old Home Weekend for reimbursement from the Association.

111  
112 **Signature / Approval Items:**

- 113 • **Records Retention Committee Appointment**

114 **Motion by:** Ms. Drew to appoint Amanda Mate, Treasurer, to the Records Retention Committee. **Second**  
115 **by:** Ms. Wysocki. **Motion passed unanimously: 3-0.**

- 116 • **Tax Warrant**

117 **Motion by:** Ms. Drew to approve and sign the Tax Collector's Warrant Property Tax Levy. **Second by:**  
118 **Ms. Wysocki. Motion passed unanimously: 3-0.**

- 119 • ~~**Emergency Operations Center Generator Grant Agreement Amendment**~~

120 **Motion by:** Ms. Wysocki that the Select Board, in a majority vote, accepts the terms of the Emergency  
121 Management Performance Grant Amendment as presented to increase the project funding to \$41,091.  
122 Furthermore, the Board acknowledges that the revised total of this project will be \$82,182, in which the  
123 Town will be responsible for a 50% match (\$41,091). **Second by:** Ms. Drew. **Motion passed**  
124 **unanimously: 3-0.**

- 125 • **Intent to Cut: U07-61 - Signed**

- 126 • **Library Trustee Alternate Appointment**

127 **Motion by:** Ms. Drew to appoint Dave Stewart as an alternate Library Trustee with a term through March  
128 31, 2024. **Second by:** Ms. Wysocki. **Motion passed unanimously: 3-0.**

- 129 • **Correction to Eric Reid's Parks & Recreation Commission appointment.**

130 **Motion by:** Ms. Drew to correct Eric Reid's Parks & Recreation Commission appointment term to 2026.  
131 **Second by:** Ms. Wysocki. **Motion passed unanimously: 3-0.**



TOWNOFE-01

MSNELL

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	<b>CONTACT NAME:</b> Mary Ellen Snell, CIC	
	<b>PHONE (A/C, No, Ext):</b> (603) 715-9754	<b>FAX (A/C, No):</b> (603) 225-7935
<b>E-MAIL ADDRESS:</b> msnell@davistowle.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Argonaut Insurance Co.		
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**

Town of Epsom  
 940 Suncook Valley Highway  
 Epsom, NH 03234

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PE46466600	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA4640666-02	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB4640666-02	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Leased/Rented Equip			PE46466600	7/1/2023	7/1/2024	Per Item \$ 150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
It is agreed and understood that the NH Department of Safety is included as an additional insured on the General Liability for ongoing operations when required by written contract.

<b>CERTIFICATE HOLDER</b>  NH Dept. of Safety Division of Homeland Security & Emergency Mgmt. 33 Hazon Drive Concord, NH 03305	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## 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> Primex3 Members as per attached Schedule of Members Workers' Compensation Program		<b>Member Number:</b>		<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> PO Box 23 Hooksett, NH 03106-9716	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits, NH Statutory Limits May Apply, If Not		
<input type="checkbox"/> <b>General Liability (Occurrence Form)</b> <input type="checkbox"/> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			<input type="checkbox"/> Each Occurrence		
			<input type="checkbox"/> General Aggregate		
			<input type="checkbox"/> Fire Damage (Any one fire)		
			<input type="checkbox"/> Med Exp (Any one person)		
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			<input type="checkbox"/> Combined Single Limit (Each Accident) <input type="checkbox"/> Aggregate		
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> Statutory		
			<input type="checkbox"/> Each Accident	\$2,000,000	
			<input type="checkbox"/> Disease - Each Employee	\$2,000,000	
			<input type="checkbox"/> Disease - Policy Limit		
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			<input type="checkbox"/> Blanket Limit, Replacement Cost (unless otherwise stated)		
Description: Proof of Primex Member 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>
State of NH Dept of Safety 33 Hazen Dr. Concord, NH 03305			By: <i>Mary Beth Purcell</i>
			Date: 1/2/2024    mpurcell@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

Town of Eaton	163
Town of Effingham	164
Town of Ellsworth	165
Town of Epping	167
<del>Town of Epsom</del>	<del>168</del>
Town of Errol	169
Town of Exeter	170
Town of Farmington	171
Town of Frankestown	173
Town of Franconia	174
Town of Freedom	176
Town of Fremont	177
Town of Gilford	178
Town of Gilmanton	179
Town of Gilsum	180
Town of Goffstown	181
Town of Gorham	182
Town of Goshen	183
Town of Grafton	184
Town of Greenfield	186
Town of Greenville	188
Town of Groton	189
Town of Hampstead	190
Town of Hampton Falls	192
Town of Hancock	193
Town of Harrisville	195
Town of Henniker	198
Town of Hill	199
Town of Hillsborough	200
Town of Hollis	203
Town of Hopkinton	205
Town of Jackson	207
Town of Jaffrey	208
Town of Jefferson	209
City of Keene	210
Town of Kensington	211
Town of Kingston	212
City of Laconia	213
Town of Lancaster	214
Town of Langdon	216
City of Lebanon	217
Town of Lempster	219
Town of Lincoln	220
Town of Lisbon	221
Town of Litchfield	222
Town of Littleton	223
Town of Loudon	225
Town of Lyman	226
Town of Lyndeborough	228
Town of Madbury	229
Town of Madison	230
Town of Marlborough	232



### State of New Hampshire

DEPARTMENT OF SAFETY  
JAMES H. HAYES BLDG. 33 HAZEN DR.  
CONCORD, N.H. 03305  
(603) 271-2791

EDDIE EDWARDS  
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE  
ASSISTANT COMMISSIONER

ROBERT L. QUINN  
COMMISSIONER

April 25, 2023

His Excellency, Governor, Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

G&C # 150  
05-31-2023  
Approved  
05-31-2023

#### REQUESTED ACTION

Authorize the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) to enter into a grant agreement with the Town of Epsom, (VC#177257-B004), in the amount of \$38,771.00 to purchase and install a generator for the community's Emergency Operations Center (EOC). Effective upon Governor and Council approval through August 31, 2024. 100% Federal Funds.

Funding is available in the SFY-2023 operating budget as follows:

02-23-23-236010-80920000 - Dept. of Safety - Homeland Sec-Emer Mgmt. - EMPG	<u>SFY 2023</u>
072-500574 Grants to Local Gov't - Federal.	\$38,771.00
Activity Code: 23EMPG-S 2021	

#### EXPLANATION

The purpose of this grant is for the Town of Epsom to purchase and install a generator for its Emergency Operations Center (EOC) to support emergency response efforts by providing reliable back up power in the event of power outages. The grant is funded from the FFY 2021 ARPA Emergency Management Performance Grant (EMPG), and 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. The criteria for approval is 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 subrecipient. The subrecipient acknowledges their match obligation as part of Exhibit B & C 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,

  
Robert L. Quinn  
Commissioner of Safety

**GRANT AGREEMENT**

The State of New Hampshire and the Subrecipient hereby  
Mutually agree as follows:  
**GENERAL PROVISIONS**

**1. IDENTIFICATION AND DEFINITIONS**

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Subrecipient Name Town of Epsom (VC#177257-B004)		1.4. Subrecipient Address PO Box 10, Epsom NH, 03234	
1.5. Subrecipient Tel. # (603) 736-9245	1.6. Account Number AU #80920000	1.7. Completion Date August 31, 2024	1.8. Grant Limitation \$38,771.00
1.9. Grant Officer for State Agency Sheila Dupere, EMPC Program Coordinator		1.10. State Agency Telephone Number (603) 223-3606	
*By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b.*			
1.11. Subrecipient Signature 1 <i>Virginia J. Drew</i>		1.12. Name & Title of Subrecipient Signor 1 Virginia J. Drew - Select Board	
Subrecipient Signature 2 <i>[Signature]</i>		Name & Title of Subrecipient Signor 2 Maddini, W. sock - Select Board	
Subrecipient Signature 3 <i>Cheryl Gilpatrick</i>		Name & Title of Subrecipient Signor 3 Cheryl Gilpatrick - Select Board	
1.13. State Agency Signature(s) By: <i>[Signature]</i> On: 4/25/23		1.14. Name & Title of State Agency Signor(s) Edyta J. Dorian, Deputy Director of Administration	
1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: 1/1			
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: <i>[Signature]</i> Assistant Attorney General, On: 3/17/23			
1.17. Approval by Governor and Council (if applicable) By: _____ On: 1/1			

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly

described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

Subrecipient Initials: *[Initials]*

3. *[Signature]* Date: 3/20/23

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

#### 4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

#### 5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision 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 Price Limitation set forth in block 1.8.

#### 6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

#### 7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 Failure to perform the Services satisfactorily or on schedule;

8.1.2 Failure to submit any report required hereunder; and/or

Subrecipient Initials: 1.)

*[Handwritten initials]*

3.) *[Handwritten initials]*

Date: 3/20/23

8.1.3 Failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 Give the Contractor 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 cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 Give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 Give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 Give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default 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 Event of Default on the part of the Contractor.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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, papers, and documents, all whether finished or unfinished.

10.2 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.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

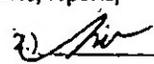
11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 in paragraph 13 shall survive the termination of this Agreement.

Subrecipient Initials: 1.)  2.) 

3.) 

Date: 3/20/23

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 Commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 Special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **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 given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed

Subrecipient Initials: 1.) [Signature] (2.) [Signature]

by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **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.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **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 with respect to the subject matter hereof.

3.) [Signature]

Date: 3/20/23

EXHIBIT A

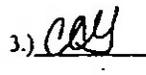
Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to "the Subrecipient" 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 Subrecipient" must be expended within thirty (30) days of receiving the advanced funds.
4. "The Subrecipient" agrees to have an audit conducted in compliance with OMB Circular 2-CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period "the Subrecipient" will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to "the State".

Additionally, "the Subrecipient" has or will notify their auditor of the above requirements prior to performance of the audit. "The Subrecipient" 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 Subrecipient" will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200. "The Subrecipient" will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

Subrecipient Initials: 1.

3.) 

Date: 8/20/23

EXHIBIT B

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 Epsom (hereinafter referred to as "the Subrecipient") \$38,771.00 to purchase and install a generator for the community's Emergency Operations Center (EOC).
2. "The Subrecipient" agrees that the project grant period ends August 31, 2024 and that a final performance and expenditure report will be sent to "the State" by September 29, 2024.
3. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. "The Subrecipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 50% cost share required by this grant.

Subrecipient Initials: 1.) 

2.) 

3.) 

Date: 3/20/23

**EXHIBIT C**

**Grant Amount and Payment Schedule**

**I. GRANT AMOUNT**

	<b>Applicant</b>	<b>Grant</b>	
	<b>Share</b>	<b>(Federal Funds)</b>	<b>Cost Totals</b>
<b>Project Cost</b>	<b>\$38,771.00</b>	<b>\$38,771.00</b>	<b>\$77,542.00</b>
<b>Project Cost is 50% Federal Funds, 50% Applicant Share</b>			
<b>Awarding Agency: Federal Emergency Management Agency (FEMA)</b>			
<b>Award Title &amp; #: Emergency Management Performance Grant (EMPG) EMB-2021-EP-0001J</b>			
<b>Catalog of Federal Domestic Assistance (CFDA) Number: 97.042 (EMPG)</b>			
<b>Applicant's Unique Entity ID (UEI): SNSTN114YNN6</b>			

**2. PAYMENT SCHEDULE**

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$38,771.00.
- b. "The Subrecipient" 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 match documentation, "the State" will forward the funds to "the Subrecipient". "The Subrecipient" shall expend the grant funds within thirty (30) days and provide proof of this to "the State" within forty-five (45) days.
- c. "The State" shall reimburse up to \$38,771.00 to "the Subrecipient" upon "the State" receiving a reimbursement request with match documentation and appropriate backup documentation (i.e., copies of invoices, copies of canceled checks, and/or copies of accounting statements).
- d. Upon State Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, October 1, 2020, to the identified completion date (block 1.7).

Subrecipient Initials: 1.)



3.)



Date: 3/20/23

**Town of Epsom  
Board of Selectmen Meeting Minutes  
March 20, 2023 at 6:00pm**

Virginia Drew, Chair  
Cheryl Gilpatrick  
Meadow Wysocki

Approved: Drew / Wysocki  
Vote: In favor, 3-0.

**Call to Order**

Ms. Drew called the meeting to order at 6:00pm.

Staff present: Megan Rheaume, Board of Selectmen Recording Secretary; Jennifer Johnson, Administrative Assistant; Jerrica Vansylyvong, Finance Administrator; Ted Virgin, Emergency Management Director; Glenn Horner, Zoning Board of Adjustment Chair.

Others present: Deb Sargent, Lisa Thorne.

Ms. Gilpatrick led the pledge of allegiance.

**Review and Accept or Amend Agenda:**

Ms. Wysocki added the March 14<sup>th</sup> meeting minutes to be reviewed and approved, as well as the cleaning RFP to the discussion section.

Motion by: Ms. Gilpatrick to accept the agenda as amended. Second by: Ms. Wysocki.

Motion passed unanimously: 3-0.

**Finance Administrator Report:** Ms. Vansylyvong presented an Expenditures to Date report to the Board for review. She also requested the Board's permission to change the Town's credit card account to TD Bank and close the former account. Ms. Drew inquired if there could be a card issued to each Department Head. Ms. Vansylyvong explained there can be multiple cards issued with limits set on each card, so the Department Heads that make larger purchases could be issued their own card with a set limit. Discussion ensued regarding card limits. The Board gave consensus for Ms. Vansylyvong to change credit card account to TD Bank, and to have multiple cards issued with a set limit for each card.

Ms. Vansylyvong discussed the age of the office computers and noted some of them are beginning to experience issues with Microsoft Office Suite, and should be replaced soon. She inquired if Microsoft Office 365 could be purchased first before getting new computers to ensure continuity. The Board agreed to have Jen research which computers are available through the State contract and have the Town's computer person advise on what he recommends to purchase.

**Administrative Assistant Report:** Ms. Johnson noted someone working in the new Town Office approved a labor charge to be made for extending the phone lines. She noted the Food Pantry received the same type of charge for their phone line. The Board discussed how the charge should be paid and decided it should be paid from the renovation budget.

Ms. Johnson discussed the possibility of joining Community Power, which is a non-profit coalition that could possibly lower the supply charge on electric bills. She noted a representative from the State's Committee would like to come before the Board and do a presentation on the matter. Ms. Johnson explained the logistics of joining Community Power and how savings could be possible. She noted that joining would have to be approved by the BOS, and then go to Warrant Article. Ms. Drew expressed concerns and doubt, as the program is very new and not fully regulated yet. The Board would like to see the information in writing first before having a representative come in and meet with them. Ms. Johnson stated she could get the materials for the Board to review.

**Scheduled Appointment:**

FEMA Grant Public Hearing 6:30 PM: Ms. Wysocki opened the Public Hearing at 6:30PM

*The Town of Epsom Select Board will hold a Public Hearing on Monday, March 20, 2023 at 6:30 PM to take public testimony regarding acceptance of a Grant Reward from Division of Homeland Security and Emergency Management for a generator for the Emergency Management Operations Center.*

Mr. Virgin explained the grant is a matching grant, and explained how the funds would be broken up between the generator for the Emergency Operations Center and other EOC maintenance, and how the costs pertaining to the projects will be accounted for audit purposes. The Board reviewed the documentation pertaining to the grant. The total cost of the project(s) is \$77,542.00, and the grant is for \$38,771.00.

**Scheduled Appointment:**

ZBA Alternate Appointee 6:45 PM: Lisa Thorne introduced herself to the Board and gave her background. ZBA Chair Glenn Horner expressed gratitude for now having three ZBA Alternates on the Board, and explained the meeting logistics. Ms. Drew discussed appointment logistics with Ms. Thorne.

**Motion by:** Ms. Gilpatrick to appoint Lisa Thorne as an alternate member of the Zoning Board of Adjustment for a three-year term until April 1, 2026. **Second by:** Ms. Wysocki. **Motion passed unanimously: 3-0.**

The Public Hearing was closed at 6:54 PM.

**Motion by:** Ms. Gilpatrick for the Select Board, in a majority vote, accepted the terms of the Emergency Management Performance Grant as presented in the amount of \$38,771.00 for an Emergency Operations Center Generator. Furthermore, the Board acknowledges that the total cost of this project will be \$77,542.00, in which the Town will be responsible for a 50% match (\$38,771.00). **Second by:** Ms. Wysocki. **Motion passed unanimously: 3-0.**

**Signature/Approval Items:**

Public Information Officer and Emergency Management Appointment:

**Motion by:** Ms. Gilpatrick to appoint Warren T Virgin as the Emergency Management Director until April 1, 2024. **Second by:** Ms. Wysocki. **Motion passed unanimously: 3-0.**

**Adjournment**

With no further business to come before the Board at this time, **Motion by: Ms. Wysocki to adjourn at 10:40pm. Second by: Ms. Drew. Motion passed unanimously: 3-0.**  
Respectfully submitted,

Megan Rheume  
Board of Selectmen Recording Secretary

**FINAL**



TOWNOFE-01

MSNELL

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	CONTACT NAME: Mary Ellen Snell, CIC	
	PHONE (A/C, No., Ext.): (603) 715-9754	FAX (A/C, No.): (603) 225-7935
	E-MAIL ADDRESS: msnell@davistowle.com	
INSURED  Town of Epsom 940 Suncook Valley Highway Epsom, NH 03234	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Argonaut Insurance Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES                      CERTIFICATE NUMBER:                      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		PE46466600	7/1/2022	7/1/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (EA OCCURRENCE)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/PROP AGG	\$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA4640666-01	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (EA ACCIDENT)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB4640666-01	7/1/2022	7/1/2023	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
It is agreed and understood that the NH Department of Safety is included as an additional insured on the General Liability for ongoing operations when required by written contract.

CERTIFICATE HOLDER	CANCELLATION
NH Dept. of Safety Division of Homeland Security & Emergency Mgmt. 33 Hazen Drive Concord, NH 03305	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Mary Ellen Snell</i>



## 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> Primex3 Members as per attached Schedule of Members Workers' Compensation Program	<b>Member Number:</b>	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
--	-----------------------	--

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory: Limits May Apply, If Not:	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe): <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> Statutory	\$2,000,000
			Each Accident	\$2,000,000
			Disease - Each Employee	
			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.

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
			<b>By:</b> <i>Mary Beth Purcell</i>
State of NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			<b>Date:</b> 1/5/2023    mpurcell@nhprimex.org
			Please direct inquires to: Primex <sup>3</sup> Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Town of Dunbarton	159	1/1/2023
Town of Durham	160	1/1/2023
Town of East Kingston	161	1/1/2023
Town of Easton	162	1/1/2023
Town of Eaton	163	1/1/2023
Town of Effingham	164	1/1/2023
Town of Ellsworth	165	1/1/2023
Town of Epping	167	1/1/2023
Town of Epsom	168	1/1/2023
Town of Errol	169	1/1/2023
Town of Exeter	170	1/1/2023
Town of Farmington	171	1/1/2023
Town of Francestown	173	1/1/2023
Town of Franconia	174	1/1/2023
Town of Freedom	176	1/1/2023
Town of Fremont	177	1/1/2023
Town of Gifford	178	1/1/2023
Town of Gilmanton	179	1/1/2023
Town of Gilsom	180	1/1/2023
Town of Goffstown	181	1/1/2023
Town of Gorham	182	1/1/2023
Town of Goshen	183	1/1/2023
Town of Grafton	184	1/1/2023
Town of Greenfield	186	1/1/2023
Town of Greenville	188	1/1/2023
Town of Groton	189	1/1/2023
Town of Hampstead	190	1/1/2023
Town of Hampton-Falls	192	1/1/2023
Town of Hancock	193	1/1/2023
Town of Harrisville	195	1/1/2023
Town of Henniker	198	1/1/2023
Town of Hill	199	1/1/2023
Town of Hillsborough	200	1/1/2023
Town of Hollis	203	1/1/2023
Town of Hopkinton	205	1/1/2023
Town of Jackson	207	1/1/2023
Town of Jaffrey	208	1/1/2023
Town of Jefferson	209	1/1/2023
Town of Kensington	211	1/1/2023
Town of Kingston	212	1/1/2023
Town of Lancaster	214	1/1/2023
Town of Langdon	216	1/1/2023
Town of Lempster	219	1/1/2023
Town of Lincoln	220	1/1/2023
Town of Litchfield	222	1/1/2023
Town of Littleton	223	1/1/2023
Town of Loudon	225	1/1/2023
Town of Lyman	226	1/1/2023
Town of Lyndeborough	228	1/1/2023
Town of Madbury	229	1/1/2023
Town of Madison	230	1/1/2023
Town of Marlborough	232	1/1/2023
Town of Mason	234	1/1/2023
Town of Meredith	235	1/1/2023
Town of Middleton	237	1/1/2023
Town of Milan	238	1/1/2023
Town of Milford	239	1/1/2023
Town of Milton	240	1/1/2023
Town of Monroe	241	1/1/2023
Town of Mont Vernon	242	1/1/2023
Town of Moultonborough	243	1/1/2023