

CJG



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

122

March 26, 2025

Her Excellency, Governor Kelly A. Ayotte
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 **retroactively** amend the grant agreement with the Town of Londonderry (177430-B002), 268B Mammoth Rd., Londonderry, NH 03053, to update their Hazard Mitigation Plan (HMP). This amendment will change the completion date from May 29, 2023 to May 29, 2025. This grant was initially approved by Governor and Council on March 3, 2021, item #59. Effective upon Governor and Council approval. Funding source: 100% Federal Funds. No additional funds are being requested.

EXPLANATION

This **retroactive** request for a change in completion date is needed due to delays in the planning approval process. It was agreed that a change to May 29, 2025, approved through Governor and Council, would be necessary in order to update their HMP. HSEM has reviewed this request with the Federal Emergency Management Agency (FEMA), and it was determined that the date change will not affect Federal Funding.

The Pre-Disaster Mitigation (PDM) grant program is 75% Federally funded by FEMA with a 25% match requirement supplied by the sub-recipient. The sub-recipient acknowledges their match obligation as part of Exhibits B and C to their grant agreement.

In the event that PDM 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

Federal Award Title & #: Pre-Disaster Mitigation Grant Program (PDM) – EMB-2020-PC-0005
Federal Awarding Agency: Federal Emergency Management Agency (FEMA)
Assistance Listings: #97.047
Applicant's Unique Entity Identifier (UEI): VABALUQLK5J9
Grant Agreement Amendment
Extension of Performance Period

Town of Londonderry (Subrecipient)

It is hereby agreed that the grant agreement (PO#1078536) approved by the Governor & Council on March 3, 2021, item #59, between the Town of Londonderry as "Subrecipient" and the Department of Safety, Division of Homeland Security & Emergency Management as "State" to update the community's Local Hazard Mitigation Plan is amended as follows:

1. GENERAL PROVISIONS, Section 1.7, Completion Date;
Change the project completion date from May 29, 2023 to May 29, 2025.
2. EXHIBIT A, Scope of Work and Project Review and Conditions, Number 1;
Delete item three (3) in its entirety and replace with:
"The Subrecipient" agrees that the period of performance ends on May 29, 2025 and by that date the aforementioned hazard mitigation plan must be completed and have received formal approval by New Hampshire Homeland Security and Emergency Management (HSEM). All completed invoices must be sent to "the State" by June 1, 2025, thirty (30) days after the period of performance ends.
4. All other provisions of the grant agreement, approved by the Governor & Council on March 3, 2021 shall remain in full force and effect.

EFFECTIVE DATE OF THE AMENDMENT: This Amendment shall be effective upon its approval by the Governor & Council. 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 Londonderry (Subrecipient)

By (signature):  _____ By (signature): _____
Print Name: Kim A. Bernard _____ Print Name: _____
Title: Acting Town Manager _____ Title: _____

By (signature): _____ By (signature): _____

Subrecipient Initials KB _____
Date 3/20/25 _____

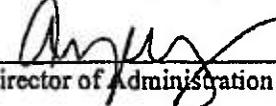
Print Name: _____

Print Name: _____

Title: _____

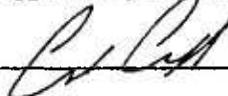
Title: _____

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

By (signature): 
Director of Administration

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

Approved by the Attorney General



Date: 03/31/2025

State of New Hampshire, Department of Justice

I hereby certify that the foregoing amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

Office of the Secretary of State

Date: _____

State of New Hampshire, Department of Administration

Subrecipient Initials KB

Date 3/20/25

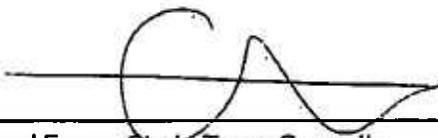


**Town of Londonderry, New Hampshire
Town Council**

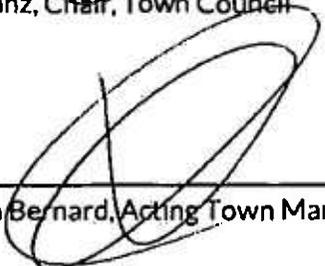
268B Mammoth Road • Londonderry, NH 03053
(603) 432-1100 • londonderrynh.gov

CERTIFICATE OF AUTHORITY

Pursuant to Sections 4.5 & 4.6 of the Charter of Londonderry, New Hampshire, the Town Manager is responsible for executing all administrative and financial affairs on behalf of the Town Council. Acting Town Manager Kim Alan Bernard has the authority to sign and execute contracts and agreements effective February 11, 2025 for a period of one hundred twenty (120) days.



Chad Franz, Chair, Town Council



Kim Alan Bernard, Acting Town Manager

1 **.Londonderry Town Council Minutes**
2 **Monday, March 3, 2025, 7:00 p.m.**
3 **Moose Hill Council Chambers**

4
5
6 **Meeting Link: <http://173.166.17.35/CablecastPublicSite/show/12767?channel=4>**

7
8 **Attendance:** Chair Chad Franz; Vice Chair Ted Combes; Councilors Shawn Faber, Ron Dunn,
9 John Farrell; Acting Town Manager Kim Bernard; Assistant Town Manager & Director of
10 Economic Development Kellie Caron

11
12 **CALL TO ORDER**

13
14 Chair Franz called the Town Council meeting to order at 7:00 p.m. and led the Pledge of
15 Allegiance. He asked for a moment of reflection and prayer for First Responders and their families.

16
17 **PUBLIC COMMENT**

18
19 Councilor Farrell thanked the Morrill family for allowing access to Century Village across their
20 property during the emergency situation last week. He acknowledged the First Responders for their
21 response to this tragic situation.

22
23 Chair Franz opened public comment.

24
25 **Bring Back the Trades Skills Expo**

26
27 Captain Patrick Cheetham shared information on the Bring Back the Trades Skills Expo being held
28 at the high school gym on Saturday, April 26. The event is free and all are invited to attend.

29
30 **Name:** Ray Breslin

31 **Address:** 3 Gary Drive

32
33 Mr. Breslin believes the Town feels obligated to help move development forward, as businesses
34 have been told the Town will do this. He said traffic, sewer, water, and public safety are top
35 priorities, and questioned grant funds being spent on the rail trail. He believes cuts can be made
36 on things that are not essential in the budget.

37
38 **Name:** Deb Paul

39 **Address:** 118 Hardy Road

40
41 Ms. Paul said it is frustrating when residents ask questions during public comment and the Council
42 does not respond. She asked that this change moving forward.

43
44 **Name:** Glenn Douglas

45 **Address:** 6 Overlook Avenue

47 Mr. Douglas expressed concern that the rapid growth and development Londonderry is
48 experiencing is not being addressed. He asked about impact fees and development agreements.
49 Ms. Caron noted she sent Mr. Douglas the information he requested before the meeting.

50

51 **Name:** Richard Belinsky

52 **Address:** 89 Hall Road

53

54 Mr. Belinsky asked the Council to enforce the vote taken in 2014 regarding the tax clerk and tax
55 collector positions.

56

57 **Name:** Kevin Smith

58 **Address:** 6 King Phillip Drive

59

60 As a former Town Manager, Mr. Smith shared historical information on the tax clerk and tax
61 collector positions to provide clarification and correct misconceptions.

62

63 **Name:** Ted Coos (sp)

64 **Address:** 57 Griffin Road

65

66 Regarding the tax incentive program, Mr. Coos shared his concern that the Town is growing fast.
67 He said business is welcome, industry is maybe not as welcome due to groundwater quality issues.
68 He is not in favor of excessive tax breaks for businesses. He asked for more enforcement regarding
69 drivers under the influence.

70

71 **Name:** Daniel Bouchard

72 **Address:** 8 O'Connell Drive

73

74 Mr. Bouchard thanked the Police Department and First Responders for protecting the community
75 during the recent emergency situation. Their training has paid off.

76

77 **Name:** Maureen Quinlan

78 **Address:** 17 Reed Street

79

80 Ms. Quinlan asked if she could give Kevin Smith her five minutes to finish his comments. Chair
81 Franz said time cannot be yielded, although the Council could vote to overrule the Chair.

82

83 Vice Chair Combes made a motion to overrule the Chair. Seconded by Councilor Dunn. Motion
84 passed 4-0-1, with Councilor Farrell abstaining. Chair votes in the affirmative.

85

86 **Name:** Kevin Smith

87 **Address:** 6 King Phillip Drive

88

89 Mr. Smith continued his earlier comments about the history of the tax clerk and tax collector
90 positions. He noted that Town counsel verified that Councilor Farrell can vote on the Town budget
91 in spite of his relationship with the Town Clerk. He clarified Sherry Farrell is not part of the union
92 nor a department head. He also addressed the Town Clerk's compensation. He said nothing has

93 been done illegally; everything is being done in public.

94

95 **Name:** Bob Slater

96 **Address:** 1 Stonehenge Road

97

98 Mr. Slater thanked Chair Franz for his service to the community. He asked voters to allow time to
99 vote on the nine ballots on Election Day, and to be patient. He urged residents to vote.

100

101 **Name:** Martha Smith

102 **Address:** 38 Chester Drive

103

104 Ms. Smith reiterated Mr. Slater's comments. She urged residents to vote.

105

106 **Name:** Sherry Farrell, Londonderry Town Clerk

107

108 Ms. Farrell thanked Mr. Slater and Ms. Smith for their comments on the election. She said while
109 Mr. Belinsky and others say they have nothing against her and her family, certain people have
110 been questioning what she, the tax collector, and the deputy town clerk do for the community. It
111 is not right and needs to stop. She thanked the people who have spoken up on their behalf.
112 Individuals who criticize her have not contacted her directly to discuss any of these issues. She
113 thanked Chair Franz and the Council for their service. She thanked Allison Parsons for her support
114 and her work for the Town. She thanked Kevin Smith for being transparent and for speaking the
115 truth. She asked people to be kind and care for each other.

116

117 **Name:** Jim Butler

118 **Address:** 5 Danbury Court

119

120 Mr. Butler thanked Chair Franz for his service. He said Kevin Smith's description of the town clerk
121 position was accurate. He spoke in support of Councilor and Ms. Farrell and the work they do. He
122 said no Town employees should have to go through what Ms. Farrell is going through. It is a
123 disgrace and needs to stop.

124

125 Vice Chair Combes addressed a comment from Mr. Coos (sp), clarifying that apartment buildings
126 are not part of the commercial and industrial tax program.

127

128 Councilor Farrell said Ms. Caron is working on impact fees and will present her recommendations
129 to the Council. He is not an expert on impact fees and never claimed to be.

130

131 Chair Franz closed public comment.

132

133 **TOWN MANAGER UPDATE**

134

135 Chair Franz reported the Council has selected Shaun Mulholland as the top candidate for the Town
136 Manager position and reviewed Mr. Mulholland's background and qualifications. If Council votes
137 to approve the resolution to appoint Mr. Mulholland as Town Manager, the appointment will be
138 effective June 1, 2025.

139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184

Councilors Dunn and Faber and Vice Chair Combes explained why this decision was made by the current Council and not delayed until the new Council is elected.

Councilor Farrell made a motion for a roll call vote on this appointment. Seconded by Vice Chair Combes. Faber - aye, Combes - aye, Franz - aye, Dunn - aye, Farrell - abstain. Motion passed 4-0-1. Chair votes in the affirmative.

The Council congratulated Mr. Mulholland and looks forward to his service to the community.

PUBLIC HEARINGS

Vice Chair Combes made a motion to open the public hearing. Seconded by Councilor Dunn. Motion passed 5-0-0. Chair votes in the affirmative.

Resolution 2025-02: Adoption of the Pettengill Road Area Tax Increment Financing (TIF) District

Ms. Caron offered a brief introduction to the resolution.

The Council took a five-minute recess.

Stu Arnett, ADG Solutions, explained how a Tax Increment Financing (TIF) district works. He explained the TIF will address traffic safety issues, improve overall infrastructure, and help with tax-based expansion in the district. He reviewed successful TIF districts in the area and what the full build-out of this district will look like.

The Council asked clarifying questions and discussed the responses.

Chair Franz asked for public comment.

Name: Marge Badois
Address: 189 Litchfield Road

Ms. Badois asked if a warrant article would be required, if a bond is elected as part of the financing agreement. The Council verified that all bonds require a warrant article passed by three-fifths of the voters. Mr. Arnett clarified the TIF does not affect any Town procurement processes.

Name: Ray Breslin
Address: 3 Gary Drive

Mr. Breslin asked if the TIF includes infrastructure besides roads. Ms. Caron verified funds can be used for other infrastructure issues. Mr. Breslin asked about the cost. Ms. Caron said the estimated cost for Pettengill Road improvements needs to be finalized. Mr. Breslin asked how this would be financed and Mr. Arnett explained. Councilor Farrell clarified that the district is designed to be self-funding.

185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230

Name: Daniel Bouchard
Address: 8 O'Connell Drive

Mr. Bouchard asked how funds are released for the projects. Ms. Caron explained use of the funds will require either a Council vote or a vote of the people, depending on the situation.

Name: Deb Paul
Address: 118 Hardy Road

Ms. Paul asked about the difference in size between the old district and the new one, and was told there is about a five percent difference. She asked if there is a plan to fix the traffic issues in this area. Chair Franz said one of the benefits of the TIF could be traffic mitigation. She asked if there is a time limit on the TIF. Mr. Arnett explained the requirement to end the district.

Name: Kevin Smith
Address: 6 King Phillip Drive

Mr. Smith clarified that a business will not benefit from being in a TIF district; they will still pay full taxes. Mr. Arnett explained it can be a benefit for future businesses.

Name: Robin Stewart
Address: 522 Old Mammoth Road

Ms. Stewart asked how the TIF will benefit residents living near the district. The Council discussed the possibility of developers addressing traffic issues at intersections in the area.

Chair Franz closed public comment.

Vice Chair Combes made a motion to adopt Resolution 2025-02: Adoption of the Pettengill Road Area Tax Increment Financing (TIF) District. Seconded by Councilor Dunn. Motion passed 5-0-0. Chair votes in the affirmative.

Ordinance 2025-01: Creating the Londonderry Commercial and Industrial Property Tax Incentive Program

Ms. Caron noted that the Council requested edits be made to the ordinance to provide clarifications and more options when considering an application. She worked with counsel on this and reviewed the proposed changes.

Councilor Dunn thanked Town counsel and fellow State reps for their work on these edits. He believes the document is defensible in a court of law, if an application is denied. Councilor Farrell thanked Councilors Dunn and Faber for their work on this document.

Vice Chair Combes clarified that a business within a TIF can apply for this program. The Council has the option to deny such an application, if they choose.

231

232 Chair Franz opened public comment.

233

234 Members of the public asked for clarification on specific features of the program and the Council
235 provided it. They commented on the benefits of the program. They questioned whether it is
236 necessary and recommended waiting to implement it. They also noted that it can be amended or
237 rescinded at any point.

238

239 Chair Franz closed public comment.

240

241 Councilor Farrell made a motion to accept Ordinance 2025-01. Seconded by Councilor Dunn.
242 Motion passed 5-0-0. Chair votes in the affirmative.

243

244 Vice Chair Combes made a motion to close the public hearing. Seconded by Councilor Faber.
245 Motion passed 5-0-0. Chair votes in the affirmative.

246

247 **NEW BUSINESS**

248

249 **Reappointment of Allison Parsons as Tax Collector**

250

251 Acting Town Manager Bernard commented on the quality of the Town employees and
252 complimented Ms. Parsons on her work. Chair Franz thanked her for her continued service.

253

254 Councilor Farrell made a motion to reappointment Allison Parsons as tax collector. Seconded by
255 Vice Chair Combes. Motion passed 5-0-0. Chair votes in the affirmative.

256

257 **Amendment to Pre-Disaster Mitigation (PDM) Grant Period of Performance**

258

259 Ms. Caron explained this grant relates to the Town's hazard mitigation plan, which was established
260 in 2021. As the final stages of the plan are being wrapped up to ensure compliance, amendments
261 are needed. She asked that the grant period of performance be extended to May 29, 2025.

262

263 Vice Chair Combes made a motion to accept the amendment to the Pre-Disaster Mitigation (PDM)
264 grant period of performance. Seconded by Councilor Dunn. Motion passed 5-0-0. Chair votes in
265 the affirmative.

266

267 **OLD BUSINESS**

268

269 There was no old business to conduct.

270

271 **APPROVAL OF MINUTES**

272

273 **February 18, 2025**

274

275 Vice Chair Combes made a motion to approve the minutes of the February 18, 2025, Town Council
276 meeting as presented. Seconded by Councilor Dunn. Motion passed 4-0-1, with Councilor Farrell

277 abstaining. Chair votes in the affirmative.

278

279 **OTHER BUSINESS**

280

281 **Liaison Reports**

282

283 Councilor Farrell reported JFK was added to JetBlue for the season, so there is access to the full
284 network of JetBlue out of Manchester Airport.

285

286 **Town Manager Report**

287

288 Acting Town Manager Bernard offered the Town Manager report.

289

290 **Assistant Town Manager Report**

291

292 Assistant Town Manager Caron offered the Assistant Town Manager report.

293

294 **MEETING SCHEDULE**

295

296 1. March 11, 2025; Londonderry High School Gymnasium; 6:00 a.m. to 8:00 p.m. (Town
297 Election)

298 2. March 17, 2025; Moose Hill Council Chambers; 7:00 p.m.

299 3. April 7, 2025; Moose Hill Council Chambers; 7:00 p.m.

300

301 **ADJOURNMENT**

302

303 Councilor Dunn made a motion to adjourn the meeting. Seconded by Vice Chair Combes. Motion
304 passed 5-0-0. Chair votes in the affirmative.

305

306 The meeting was adjourned at 9:48 p.m.

307

308 Minutes prepared by Beth Hanggeli



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

Participating Member: Town of Londonderry 268B Mammoth Road Londonderry, NH 03053		Member Number: 224	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ 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 checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2024	7/1/2025	Each Occurrence	\$ 2,000,000
			General Aggregate	\$ 10,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.				

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
			Date: 2/3/2025 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
NH Department of Safety 33 Hazen Drive Concord, NH 03305			



ROBERT L. QUINN
COMMISSIONER OF
SAFETY

State of New Hampshire

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

RQ# 208975

GC Item 59
03-03-2021

February 1, 2021

His Excellency, Governor Christopher T. Sununu
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 enter into a grant agreement with the Town of Londonderry (VC#177430-B002) to update their local hazard mitigation plan for a total amount of \$12,500.25. Effective upon Governor and Council approval through May 29, 2023. Funding source: 100% Federal Funds.

Funding is available in the SFY 2021 operating budget as follows:

02-23-23-236010-43930000	Dept. of Safety – Homeland Sec-Emer Mgmt – Pre-Disaster Mitigation	<u>SFY 2021</u>
072-500574	Grants to Local Gov't - Federal	\$12,500.25
Activity Code: 23PDM19 4393		

Explanation

This grant provides the funds for the Town of Londonderry to update their local hazard mitigation plan. The grant listed above is funded from the Pre-Disaster Mitigation Grant Program (PDM), which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The PDM grant program provides funding to subrecipients for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. FEMA provides PDM funds to states that, in turn, provide sub-grants or contracts for a variety of mitigation activities, such as planning and the implementation of projects identified through the evaluation of natural hazards.

The Pre-Disaster Mitigation grant program is 75% federally funded by the Federal Emergency Management Agency with a 25% match requirement supplied by the subrecipient. The subrecipient acknowledges their match obligation as part of Exhibit A and B to their grant agreement.

There are no General Funds required with this request. In the event that PDM funds become no longer available, General Funds and/or Highway Funds will not be requested to support this program.

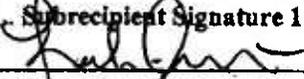
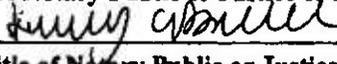
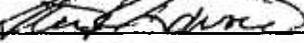
Respectfully submitted,

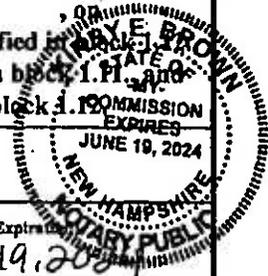
Robert L. Quinn
Commissioner of Safety

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 Londonderry (VC#177430-B002)		1.4. Subrecipient Tel. #/Address 268B Mammoth Rd, Londonderry, NH 03053	
1.5 Effective Date Upon G&C Approval	1.6. Account Number AU #43930000	1.7. Completion Date 5/29/2023	1.8. Grant Limitation \$12,500.25
1.9. Grant Officer for State Agency Meghan Wells, State Hazard Mitigation Officer		1.10. State Agency Telephone Number (603) 223-4395	
"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 		1.12. Name & Title of Subrecipient Signor 1 Kevin Smith, Town Manager, Designated Signing Authority	
Subrecipient Signature 2		Name & Title of Subrecipient Signor 2	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of / / , before the undersigned officer, personally appeared the person identified in block 1.11, and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2. Name & Title of Notary Public or Justice of the Peace Kirby E. Brown, Notary Public (Commission Expires June 19, 2024)			
1.14. State Agency Signature(s) By:  On: 2/1/21		1.15. Name & Title of State Agency Signor(s) Steven R. Lavoie, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) (If G & C approval required) By:  Assistant Attorney General, On: 2/17/2021			
1.17. Approval by Governor and Council (if applicable) By: _____ On: / /			



2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:36, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), 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").

Subrecipient Initials: 1.) Ked 2.) _____ 3.) _____ Date: 12/10/2020

3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient 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 of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("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 1.7 (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 Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient 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 Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount. 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 SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient 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 Subrecipient, including the acquisition of any and all necessary permits.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient 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 three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient 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, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.

8. PERSONNEL.

8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient notice of such termination.

11. EVENT OF DEFAULT: REMEDIES.

11.1. Any one or more of the following acts or omissions of the Subrecipient 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 Subrecipient 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 Subrecipient notice of termination; and

11.2.2 Give the Subrecipient 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 Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and

11.2.3 Set off against any other obligation the State may owe to the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient'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 Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, 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

Subrecipient Initials: 1.) 2.) 3.) Date: 12/10/2020

- 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. **SUBRECIPIENT'S RELATION TO THE STATE.** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient 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 Subrecipient 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 Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
 16. **INDEMNIFICATION.** The Subrecipient 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 Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. 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 Subrecipient 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 \$1,000,000 per occurrence and \$2,000,000 aggregate 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 Subrecipient.
 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, if required, or by the signing State Agency.
 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.

Subrecipient Initials: 1.) Y.A. 2.) _____ 3.) _____ Date: 12/10/2020

EXHIBIT A

Scope of Services

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the Town of Londonderry (hereinafter referred to as "the Subrecipient") \$12,500.25 to update their Local Hazard Mitigation Plan.
2. "The Subrecipient" agrees that the project grant period ends May 29, 2023 and that a final performance and expenditure report will be sent to "the State" by June 29, 2023.
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 25% cost share required by this grant.

Subrecipient Initials: 1.)

kd

2.)

3.)

Date:

12/10/2020

Page 4 of 6

EXHIBIT B

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Applicant	Grant	
	Share	(Federal Funds)	Cost Totals
Project Cost	\$4,166.75	\$12,500.25	\$16,667.00
Project Cost is 75% Federal Funds, 25% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Pre-Disaster Mitigation (PDM) EMB-2020-PC-0005			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.047 (PDM)			
Applicant's Data Universal Numbering System (DUNS): 073974644			

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$12,500.25.
- b. "The State" shall reimburse up to \$12,500.25 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.
- c. Upon State Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, August 3, 2020, to the identified completion date (block 1.7).

Subrecipient Initials: 1.) *h.f.* 2.) _____ 3.) _____

Date: 12/10/2020

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 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" will be required to provide the formally approved Local Hazard Mitigation Plan electronically at the completion of the project.
5. "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.) h.l. 2.) _____ 3.) _____

Date: 12/10/2020



TOWN OF LONDONDERRY

Town Council

268B Mammoth Road

Londonderry, NH 03053-3416

website: www.londonderrynh.org

Certificate of Authority

Pursuant to Londonderry's Town Charter, the Town Manager is responsible for executing all administrative and financial affairs on behalf of the Town Council and that Town Manager Kevin Smith has the authority to sign and execute as of August 15, 2013.

Council Chairman

John Farrell

Town Manager

Kevin Smith

LONDONDERRY TOWN COUNCIL MEETING MINUTES

December 7, 2020

The meeting took place in the Londonderry High School Cafeteria, 295 Mammoth Rd, Londonderry, NH 03053.

Present: Chairman John Farrell; Vice Chairman Joe Green; Councilor Tom Dolan, Jim Butler and Deb Paul; Town Manager Kevin Smith; Assistant Town Manager Lisa Drabik; Executive Assistant Kirby Brown;

CALL TO ORDER

Chairman Farrell called the Town Council meeting to order. This was followed by the Pledge of Allegiance. This was followed by a moment of silence for Pearl Harbor Day, those who defended this country, and for those who serve us both here and abroad.

LONDONDERRY TOWN COUNCIL MEETING MINUTES

PUBLIC HEARING

69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102

Chairman Farrell introduced Resolution #2020-19, which is a Resolution relative to the acceptance of unanticipated revenue under RSA 31:95-b which authorizes the Town Manager to sign all documents related to the grant. Finance Director Justin Campo stated that it is for a Grant the town is receiving from the New Hampshire Department of Safety for \$12,500.25. For the purpose of updating the towns Hazard Mitigation Plan. There is a match requirement of \$4,166.75. If the project should exceed \$16,667.00, the town would be responsible for the difference. No questions from the public or Council. Motion to accept Resolution #2020-19 made by Vice Chairman Green and second by Councilor Paul. Chair votes 5-0-0.

RESOLUTION 2020-19

A Resolution Relative to the Acceptance of Unanticipated Revenue Under RSA 31:95-b

First Reading: 12/07/20
Second Reading: Waived
Adopted: 12/07/20

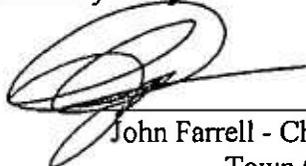
WHEREAS the Town of Londonderry adopted the provisions of RSA 31:95-b with the passage of warrant article 18 at their March, 1994 town meeting; and,

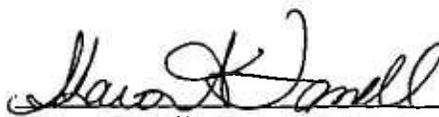
WHEREAS the Town Council desires to and has complied with RSA 31:95-b, III (a) relative to unanticipated moneys received in amounts greater than \$10,000; and,

WHEREAS the Town has been awarded the Pre-Disaster Mitigation grant by the State of New Hampshire Department of Safety, Division of Homeland Security and Emergency Management in the amount of \$12,500.25, for the purpose of updating the Town of Londonderry's Local Hazard Mitigation plan.

WHEREAS this grant will help assist in the cost of updating the town's Local Hazard Mitigation plan. Furthermore, the Town Council acknowledges the total cost of this project will be \$16,667, in which the town will be responsible for a 25% match, which is \$4,166.75. If the cost exceeds \$16,667.00 the town will be responsible for the difference.

NOW THEREFORE BE IT RESOLVED by the Londonderry Town Council to authorize the Town Manager to sign the documents required to enter into and accept the grant mentioned in this resolution and therefore the Town Council resolves that the unanticipated revenues in the amount of \$12,500.25 for the fiscal year ended June 30, 2021, are hereby accepted.


John Farrell - Chairman
Town Council


Sharon Farrell - Town Clerk

A TRUE COPY ATTEST:
12/07/20





CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

Participating Member: Primex3 Members as per attached Schedule of Members Property & Liability Program		Member Number:		Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date ³ (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply; If Not:	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence		7/1/2020	7/1/2021	Each Occurrence	\$ 5,000,000
				General Aggregate	\$ 5,000,000
				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 type="checkbox"/> Workers' Compensation & Employers' Liability				<input type="checkbox"/> Statutory	
				Each Accident	
				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.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			By: <i>Mary Beth Purcell</i>
			Date: 6/23/2020 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Town of Holderness	202
Town of Hooksett	204
Town of Hopkinton	205
Town of Hudson	206
Town of Jaffrey	208
Town of Jefferson	209
Town of Kensington	211
Town of Kingston	212
Town of Lancaster	214
Town of Landaff	215
Town of Langdon	216
Town of Lee	218
Town of Lempster	219
Town of Lisbon	221
Town of Littleton	223
<u>Town of Londonderry</u>	<u>224</u>
Town of Lyman	226
Town of Lyme	227
Town of Lyndeborough	228
Town of Marlow	233
Town of Mason	234
Town of Merrimack	236
Town of Milan	238
Town of Milford	239
Town of Milton	240
Town of Monroe	241
Town of Nelson	244
Town of New Castle	248
Town of New Durham	249
Town of New Hampton	251
Town of New London	254
Town of Newbury	247
Town of Newmarket	255
Town of Newport	256
Town of North Hampton	259
Town of Northfield	258
Town of Northumberland	260
Town of Northwood	261
Town of Nottingham	262
Town of Orange	263
Town of Orford	264
Town of Pelham	266
Town of Peterborough	268
Town of Piermont	269
Town of Pittsburg	270
Town of Plainfield	272
Town of Plymouth	274
Town of Randolph	276
Town of Richmond	278
Town of Roxbury	282
Town of Rumney	283
Town of Salem	285
Town of Sanbornton	287
Town of Sandown	288
Town of Sandwich	289
Town of Seabrook	290
Town of Sharon	291
Town of Shelburne	292
Town of Stark	297
Town of Stewartstown	298
Town of Stoddard	310
Town of Strafford	299
Town of Stratford	300
Town of Sugar Hill	302



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

Participating Member: Primex3 Members as per attached Schedule of Members Workers' Compensation Program		Member Number:		Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ 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	7/1/2020	7/1/2021	<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.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			By: <i>Mary Beth Purcell</i>
			Date: 6/23/2020 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

SAU 44 Office	804
SAU 46 Office	753
SAU 48 Office	754
SAU 50 Office	800
SAU 53 Office	755
SAU 55 Office	777
SAU 56 Office	794
SAU 58 Office	830
SAU 67 Office	869
SAU 70 Office	845
Seabrook Beach Village District	448
Seabrook School District	843
Seacoast Charter School	1201
Shaker Regional School District	757
Somersworth School District	784
Souhegan Cooperative School District	778
Souhegan Regional Landfill District	590
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
Strong Foundations Charter School	1213
Sullivan County	606
Sullivan School District	964
Sunapee School District	955
Surry School District	965
Tamworth School District	836
Thornton School District	758
Tilton Northfield Fire	567
Timberlane Regional School District	775
Town of Amherst	106
Town of Barnstead	112
Town of Benton	121
Town of Bradford	124
Town of Charlestown	136
Town of Chatham	137
Town of Chester	138
Town of Columbia	144
Town of Danbury	150
Town of Derry	154
Town of Dorchester	155
Town of Enfield	166
Town of Fitzwilliam	172
Town of Grantham	185
Town of Greenland	187
Town of Hampton	191
Town of Hanover	194
Town of Haverhill	196
Town of Hebron	197
Town of Hinsdale	201
Town of Holderness	202
Town of Hooksett	204
Town of Hudson	206
Town of Landaff	215
Town of Lee	218
Town of Lisbon	221
<u>Town of Londonderry</u>	<u>224</u>
Town of Lyme	227
Town of Marlow	233
Town of Merrimack	236
Town of New Castle	248
Town of New Durham	249