



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

June 10, 2020

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 Pittsfield (VC#177460-B001) to purchase an emergency management trailer and corresponding equipment for a total amount of \$45,000.00. Effective upon Governor and Council approval through August 31, 2021. Funding source: 100% Federal Funds.

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

02-23-23-236010-80920000	Dept. of Safety	Homeland Sec-Emer Mgmt	100% EMPG Local Match
072-500574	Grants to Local Gov't - Federal		\$45,000.00
Activity Code: 23EMPG 2019			

Explanation

The purpose of this grant is for the Town of Pittsfield to purchase an emergency management trailer and equipment to include barricades, traffic cones, and an AM transmitter for public notification purposes. The grant listed above is funded from the FFY 2019 Emergency Management Performance Grant (EMPG), which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The grant funds are to be used to measurably improve all-hazard planning and preparedness capabilities/activities, to include mitigation, preparedness, response, and recovery initiatives at the state and local level. Grant guidance and applications are available to all Emergency Management Directors and other qualified organizations in the State. Subrecipients submit applications to this office, which are reviewed by the HSEM Planning Chief, Assistant Planning Chief and Field Representatives and approved by the HSEM Director. The criteria for approval are based on grant eligibility in accordance with the grant's current guidance and the documented needs of the local jurisdictions.

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

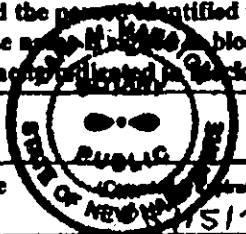
Robert L. Quinn
Commissioner of Safety

GRANT AGREEMENT

OK

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

I. 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 Pittsfield (VC#177460-B001)		1.4. Subrecipient Tel. #/Address 603-435-6773 -PO Box 98 Pittsfield, NH 03263 <i>85 Main St</i>	
1.5. Effective Date Upon State Approval	1.6. Account Number AU #80920000	1.7. Completion Date August 31, 2021	1.8. Grant Limitation \$45,000.00
1.9. Grant Officer for State Agency Olivia Bourque, EMFG Program Coordinator		1.10. State Agency Telephone Number (603) 223-3639	
"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>[Signature]</i>		1.12. Name & Title of Subrecipient Signor 1 James C. Allard, Chair	
Subrecipient Signature 2 <i>[Signature]</i>		Name & Title of Subrecipient Signor 2 Gerard A. Ledve, Vice Chair	
Subrecipient Signature 3 <i>[Signature]</i>		Name & Title of Subrecipient Signor 3 Carl Anderson, Selectman	
1.13. Acknowledgment: State of New Hampshire, County of Merrimack, on 4/14/20, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is listed 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) <i>[Signature]</i>			
1.13.2. Name & Title of Notary Public or Justice of the Peace Cara M. Marston			
1.14. State Agency Signature(s) By: <i>[Signature]</i> On: 6/1/20		1.15. Name & Title of State Agency Signor(s) Steven R. Lavole, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: <i>[Signature]</i> Assistant Attorney General, On: 6/17/2020			
1.17. Approval by Governor and Council (if applicable) By: _____ On: 1/1			

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.) *GA* 2.) *GA* 3.) *GA* Date: 4/14/2020

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.

EFFECTIVE DATE; COMPLETION OF PROJECT.

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").
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").

GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.

1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
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.
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.

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.

RECORDS and ACCOUNTS.

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.
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.

PERSONNEL.

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.
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.
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.

DATA; RETENTION OF DATA; ACCESS.

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 appropriate 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.

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.

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 Subrecipient, may terminate this Agreement without cause upon thirty (30) day written notice.

CONFLICT OF INTEREST. No officer, member or 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.) JGA 2.) GAL 3) SEA Date: 4/14/2020

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.

1. **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.

2. **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.

3. **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.

4. **INSURANCE AND BOND.**

4.1 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:

4.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

4.1.2 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 therefor 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 shall be 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.)

JCA

2.)

GAL

3.)

GA

Date:

4/14/2020

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 Pittsfield (hereinafter referred to as "the Subrecipient") \$45,000.00 to purchase an emergency management trailer and associated equipment.
2. "The Subrecipient" agrees that the project grant period ends August 31, 2021 and that a final performance and expenditure report will be sent to "the State" by September 30, 2021.
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.)

jet

2.)

GAL

3.)

CEA

Date: 4/14/2020

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EXHIBIT B

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	\$45,000.00	\$ 45,000.00	\$90,000.00
Project Cost is 50% Federal Funds, 50% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Emergency Management Performance Grant (EMPG) EMB-2019-EP-00003-S01			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.042 (EMPG)			
Applicant's Data Universal Numbering System (DUNS): 113403518			

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$45,000.00.
- b. "The State" shall reimburse up to \$45,000.00 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).
- c. Upon Governor and Executive Council Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, October 1, 2018, to the identified completion date (block 1.7).

Subrecipient Initials: 1.)

JCA

2.)

GAL

3.)

CEA

Date: 4/14/2020

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" 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.)

JGK

2.)

GAL

3.)

CEA

Date: 4/14/2020



**TOWN OF PITTSFIELD
BOARD OF SELECTMEN
TOWN HALL, 85 MAIN STREET
PITTSFIELD, NH 03263**

MEETING MINUTES OF Tuesday, April 14, 2020

CALL TO ORDER

The meeting was called to order by Chairman, J.C. Allard at 6:00 P.M.

All who attended the Town meeting stood together and said the Pledge of Allegiance.

MEMBERS PRESENT

J.C. Allard, Chairman

Gerard LeDuc, Vice-Chairman

Carole Richardson

Carl Anderson

Jim Adams

OTHERS PRESENT

Cara Marston, Town Administrator

PUBLIC INPUT - regarding agenda items only

None.

AGENDA REVIEW

J.C.: None

Gerard: BCEP update

Carl: One information, two action items

Carole: None

Jim: None

NEW BUSINESS

ACTION ITEMS

1. Town operations during the COVID-19 pandemic

Carole motioned to keep current Town operations as they are and reassess during the next Select Board meeting on April 28, 2020.

Carl: Second.

Discussion: None.

Motion carried 5-0-0.

2. Consideration of contract adjustment – FL Merrill, Safe Routes to School contract

J.C. acknowledged consulting engineer Mike Vignale and representatives from F.L. Merrill Construction, Inc. and invited them to address the Board.

The Board thanked Mike Vignale and Merrill for all their hard work and for coming in to address the issue. The Board also wanted it to be noted that anyone applying for a grant must remember to follow the protocol because these grant programs have to answer to the Federal Government for funds which is why specific procedures are in place and the grant programs are adamant about following it.

Carl motioned to pay what is owed to Merrill.

Carole: Second.

Discussion: Mike will get the final bill amended by FL Merrill and over to Cara for payment.

Motion carried 5-0-0.

3. Request for authorization to apply for grant funds – cleaning/restoring library portraits

The Board approved authorization for the library to apply for a grant to clean and restore two large antique paintings of Mr. Josiah Carpenter and his wife Mrs. Georgia A. Carpenter located in the main entry room of the library.

ADDED ITEM – Homeland Security and Emergency Management Grant – trailer & equipment

Deputy Chief Rob Freese addressed the Board stating that a few months ago he went through an approval for a grant with Homeland Security and Emergency Management for a trailer that would also include items such as traffic control devices, cones, barricades, an AM transmitter and other various Emergency Management items.

Rob said that he went ahead and put an entire package together with quotes for everything. It is predicted on the purchase of the new police cruiser, the Explorer, which came through with a trailer hitch that can be used as the collateral or the Town's portion of the grant. Putting it forward that way with the already previously planned expenditure, it was just shy of approval. He said that as the grant stands, it's a \$90,000.00 project but it's a \$45,000.00 grant that goes to a trailer and the equipment inside the trailer.

Rob said that he was there to ask the Board to sign the grant agreement to accept responsibility on the \$45,000.00 and that he would abide by the purchasing practices and will complete the project by September 21, 2020. He said that his plan was to finish in the next couple of months just as soon as they allot the money. To have everything in place, he just needed the approval of the grant as it was being put forward with the acceptance of the State requirements.

J.C. asked Rob if there would be any problems with long term idleness and the trailer being outside.

Rob replied that the trailer he had in mind was set up to be stored outside. He said that they may need to purchase skirts to go over the tires to keep from dry rot, but the floor is laminate flooring with a LINE-X compound on the top and bottom to protect from moisture. The trailer is also aluminum which means that it would be less susceptible to corrosion from being outside.

Carl motioned to accept the State grant for the emergency trailer with the specific wording as required - the terms of the Emergency Management Performance Grant as presented in the amount of \$45,000.00 to purchase an emergency management trailer and equipment. Furthermore, the Board acknowledges that the total cost of this project will be \$90,000.00, in which the town will be responsible for a 50% match (\$45,000.00).

Gerard: Second.

Discussion: The grant match has already been achieved.

Motion carried 5-0-0.

ADDED ITEM – Request of Bid Policy Waiver

Rob said that the grant request had relatively low dollar items and doesn't exceed their normal purchasing. The two items he had looked into were the AM transmitter and the trailer. With the AM transmitter there were only a couple of companies in the U.S. that made them (which fall under the DOT guidelines). One of them asked for him to come back when he had the money, but there was one out of Michigan that did the site work and figured out the best location to place antenna.

He said the AM transmitter is a portable unit that can be used as a benefit to the State as a regional resource. For example, if Barnstead has a flood and needs to borrow the AM transmitter, we would be able to loan it. Rob said that he would like to use the company out of Michigan because they have gone through and done all the work for him before purchase. He understood that it deviated from the normal and customary purchasing process so he wanted to let the Board know about it.

Rob said that while looking into purchasing a trailer, he went to three different trailer companies. H&K Trailer Sales, Tilton Trailers and Central New Hampshire Trailers off of NH-106 in Loudon. He said that he was surprised at the lack of support that a couple of the companies wanted to provide in terms of helping specify shelving so that it wouldn't be just an open box snowmobile trailer. He said the folks in Loudon came back multiple times to help with setting up electrical requirements and suggestions with the right trailer to purchase for storage that would be kept outside. So, if it was alright with the Board, he would like to spend the allotted \$10,000.00 grant money with Central New Hampshire Trailers.

Carl made a motion to wave the bid policy for the trailer and AM transmitter.

Carole: Second.

Discussion: None.

Motion carried 5-0-0.

The Board thanked Deputy Chief Rob Freese for all of his hard work on the grant for the last five months. The Board also thanked the Fire Department, Police Department and EMS services for the drive by Easter Bunny parade put on for the children and families in Pittsfield on Easter Sunday. The Board and community really appreciate everything they do for the Town, especially during this difficult time.

ADDED ITEM – Old Home Day Parade permit

Carl motioned to approve the parade permit for Old Home Day on July 11, 2020.

Jim: Second.

Discussion: None.

Motion carried 5-0-0.

ADDED ITEM – Opportunity for Grants

Carl said that Louie Houle had recently been on conference calls with NH Senator Jeanne Shaheen's office as well as various other groups that are allocating money to towns that have



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex²) 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, Primex² is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex² is entitled to the categories of coverage set forth below. In addition, Primex² 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 Primex², including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex² 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 Primex². 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 ² Bow Brook Place 46 Donovan Street Concord, NH 03301-2824	
Type of Coverage					
<input checked="" type="checkbox"/>	General Liability (Occurrence Form)	1/1/2020	1/1/2021	Each Occurrence	\$ 5,000,000
<input type="checkbox"/>	Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			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	Primex ² - NH Public Risk Management Exchange
			By: <i>Mary Est Pines</i>
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			Date: 12/18/2019 mpurcell@nhprimex.org
			Please direct inquires to: Primex ² Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Town of Greenville	188
Town of Hampton Falls	192
Town of Hill	199
Town of Hillsborough	200
Town of Hollis	203
Town of Jackson	207
Town of Litchfield	222
Town of Loudon	225
Town of Madbury	229
Town of Madison	230
Town of Marlborough	232
Town of Meredith	235
Town of Middleton	237
Town of Mont Vernon	242
Town of Moultonborough	243
Town of New Boston	248
Town of New Ipswich	263
Town of Newfields	250
Town of Newington	252
Town of Newton	257
Town of Pembroke	267
Town of Pittsfield	271
Town of Platow	273
Town of Raymond	277
Town of Rindge	279
Town of Rollinsford	281
Town of Rye	284
Town of Salisbury	288
Town of South Hampton	294
Town of Springfield	295
Town of Stratham	301
Town of Sullivan	303
Town of Sunapee	304
Town of Swanzey	307
Town of Temple	309
Town of Tilton	311
Town of Troy	312
Town of Tuftonboro	313
Town of Wakefield	315
Town of Watpole	316
Town of Warner	317
Town of Warren	318
Town of Weare	321
Town of Webster	322
Town of Westmoreland	324
Town of Wilton	327
Town of Windsor	323
Town of Woodstock	332
Woodsville Water & Light Department	516





CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex) 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 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 is entitled to the categories of coverage set forth below. In addition, Primex 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, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex 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. 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 48 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limit	Deductible	Other
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <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"/> Automobile Liability 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"/> Workers' Compensation & Employers' Liability	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> Statutory \$2,000,000 <input type="checkbox"/> Each Accident \$2,000,000 <input type="checkbox"/> Disease - Each Employee <input type="checkbox"/> Disease - Policy Limit		
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			<input type="checkbox"/> Blanket Limit, Replacement Cost (unless otherwise stated)		
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			By: <i>Mary Beth Powell</i>
			Date: 12/18/2019 mpurcell@nhprimex.org
			Please direct inquiries to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Town of Newton	257
Town of Northfield	258
Town of Northumberland	280
Town of Northwood	281
Town of Nottingham	282
Town of Orange	283
Town of Orford	283
Town of Pembroke	264
Town of Pittsburg	267
Town of Pittsfield	270
Town of Plainfield	271
Town of Plaistow	272
Town of Plymouth	273
Town of Raymond	274
Town of Rindge	277
Town of Rollinsford	279
Town of Roxbury	281
Town of Rumney	282
Town of Rye	283
Town of Salem	284
Town of Salisbury	285
Town of Sanbornton	288
Town of Sandown	287
Town of Sandwich	288
Town of Seabrook	289
Town of Shelburne	290
Town of South Hampton	292
Town of Springfield	294
Town of Strafford	295
Town of Stratford	299
Town of Stratham	300
Town of Sullivan	301
Town of Sunapee	303
Town of Surry	304
Town of Swanzey	305
Town of Tamworth	307
Town of Temple	308
Town of Thornton	309
Town of Tilton	320
Town of Troy	311
Town of Tuftonboro	312
Town of Unity	313
Town of Wakefield	314
Town of Walpole	315
Town of Warner	316
Town of Warren	317
Town of Washington	318
Town of Washington	319
Town of Waterville Valley	518
Town of Weare	321
Town of Webster	322
Town of Westmoreland	322
Town of Whitefield	324
Town of Wilnot	325
Town of Wilton	326
Town of Windham	327
Town of Windsor	329
Town of Wolfeboro	323
Town of Woodstock	331
Town of Woodstock	332
Village District of Elderswells	502
Warner Village Water District	513
Woodsville Fire District	515
Woodsville Water & Light Department	516

U.S. Department of Homeland Security
Washington, D.C. 20472



Jennifer Harper
NH Dept. of Safety, Div. of Homeland Security & Emergency Management
33 Hazen Drive
Concord, NH 03305 - 0011

Re: Grant No. EMB-2019-EP-00003

Dear Jennifer Harper:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2019 Emergency Management Performance Grants has been approved in the amount of \$3,486,269.00. As a condition of this award, you are required to contribute a cost match in the amount of \$3,486,269.00 of non-Federal funds, or 50.00 percent of the total approved project costs of \$6,972,538.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2019 Emergency Management Performance Grants Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

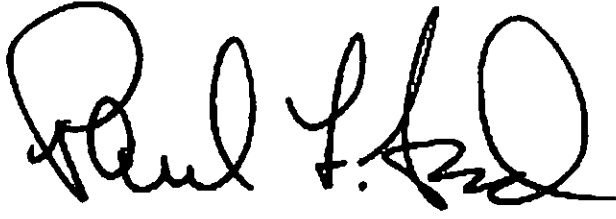
Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help use to make the necessary updates and avoid any interruptions in the payment process.

A handwritten signature in black ink, appearing to read "Paul F. Ford". The signature is fluid and cursive, with the first name "Paul" being more legible than the last name "Ford".

PAUL FRANCIS FORD Regional Administrator