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# State of New Hampshire

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

ROBERT L. QUINN  
COMMISSIONER OF SAFETY

January 14, 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 Belmont (VC#177361-B003) to purchase and install a generator in the community's Emergency Operations Center (EOC) for a total amount of \$22,500.00. Effective upon Governor and Council approval through September 30, 2020. Funding source: 100% Federal Funds.

Funding is available in the SFY 2020 operating budget as follows:

02-23-23-236010-80920000	Dept. of Safety	Homeland Sec-Emer Mgmt	100% EMPG Local Match
072-500574	Grants to Local Gov't - Federal		
Activity Code: 23EMPG 2018			\$22,500.00

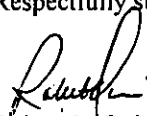
## Explanation

This grant agreement provides the funding for the Town of Belmont to purchase and install a generator in the community's Emergency Operations Center (EOC). The grant listed above is funded from the FFY 2018 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.

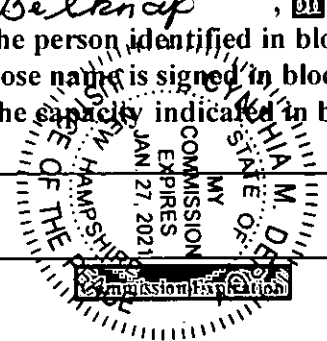
Respectfully submitted,

  
Robert L. Quinn  
Commissioner of Safety

**GRANT AGREEMENT**

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

**1. Identification and Definitions.**

<b>1.1. State Agency Name</b> NH Department of Safety, Homeland Security and Emergency Management		<b>1.2. State Agency Address</b> 33 Hazen Drive Concord, NH 03305	
<b>1.3. Subrecipient Name</b> Town of Belmont (VC#177361-B003)		<b>1.4. Subrecipient Tel. #/Address</b> 603-267-8300 PO Box 310, Belmont, NH 03220	
<b>1.5 Effective Date</b> Upon State Approval	<b>1.6. Account Number</b> AU #80920000	<b>1.7. Completion Date</b> September 30, 2020	<b>1.8. Grant Limitation</b> \$22,500.00
<b>1.9. Grant Officer for State Agency</b> Olivia Bourque, EMPG Program Coordinator		<b>1.10. State Agency Telephone Number</b> (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."			
<b>1.11. Subrecipient Signature 1</b> <i>K. Jeanne Beaudin</i>		<b>1.12. Name &amp; Title of Subrecipient Signor 1</b> K. Jeanne Beaudin Town Administrator	
<b>Subrecipient Signature 2</b>		<b>Name &amp; Title of Subrecipient Signor 2</b>	
<b>Subrecipient Signature 3</b>		<b>Name &amp; Title of Subrecipient Signor 3</b>	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of <i>Belknap</i> , <input checked="" type="checkbox"/> <b>OR</b> <del>NIC/123</del> before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12. <i>Synthia M DeRoy</i>			
<b>1.13.1. Signature of Notary Public or Justice of the Peace</b> <i>Synthia M DeRoy</i>			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> <i>Synthia M DeRoy</i>			
<b>1.14. State Agency Signature(s)</b> Signor(s) By: <i>Steven R. Lavoie</i> On: <i>1/29/20</i> Administration		<b>1.15. Name &amp; Title of State Agency</b> Steven R. Lavoie, Director of	
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b> By: <i>Wm J. O.</i> Assistant Attorney General, On: <i>2/3/2020</i>			
<b>1.17. Approval by Governor and Council (if applicable)</b> By: _____ On: <i>1/1</i>			

**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.) *KB* 2.) \_\_\_\_\_ 3.) \_\_\_\_\_ Date: *01/29/2020*

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. 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. 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. 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. 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.
- 12.2. 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 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. 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.
- 12.3. 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: 11/11/2020

- 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.** 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.) WJG

2.) \_\_\_\_\_

3.) \_\_\_\_\_

Date: 11/11/2015

**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 Belmont (hereinafter referred to as "the Subrecipient") \$22,500.00 to purchase and install a generator in the community's Emergency Operations Center (EOC).
2. "The Subrecipient" agrees that the project grant period ends September 30, 2020 and that a final performance and expenditure report will be sent to "the State" by October 31, 2020.
3. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. "The Subrecipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 50% cost share required by this grant.

Subrecipient Initials

1.) 

2.) 

3.) 

Date: 

**EXHIBIT B**

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	<b>Applicant</b>	<b>Grant</b>	
	<b>Share</b>	<b>(Federal Funds)</b>	<b>Cost Totals</b>
Project Cost	\$22,500.00	\$22,500.00	\$45,000.00
Project Cost is 50% Federal Funds, 50% Applicant Share			
<b>Awarding Agency:</b> Federal Emergency Management Agency (FEMA)			
<b>Award Title &amp; #:</b> Emergency Management Performance Grant (EMPG) EMB-2018-00007-A03			
<b>Catalog of Federal Domestic Assistance (CFDA) Number:</b> 97.042 (EMPG)			
<b>Applicant's Data Universal Numbering System (DUNS):</b> 012809380			

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$22,500.00.
- b. "The State" shall reimburse up to \$22,500.00 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, 2017, to the identified completion date (block 1.7).

Subrecipient Initials: 1.) 

2.) 

3.) 

Date: 

**EXHIBIT C**

Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to "the 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.) **MB**

2.) \_\_\_\_\_

3.) \_\_\_\_\_

Date: **1/17/2020**



# Office of Board of Selectmen

143 Main Street, P.O. Box 310, Belmont, New Hampshire 03220-0310  
Telephone: (603) 267-8300 Fax: (603) 267-8327

## Selectmen's Meeting Minutes

Monday, January 6, 2020, 5:00 p.m.

Corner Meeting House

Chairman Ruth Mooney called the meeting to order at 5:00 p.m. Also present were Selectman Claude Patten, Selectman Jon Pike, Town Administrator Jeanne Beaudin, Assistant Town Administrator Alicia Jipson, DPW Director Craig Clairmont, Fire Chief Mike Newhall, Assistant Fire Chief Deborah Black, and Representatives from Comcast.

Those present stood for the Pledge of Allegiance.

### Abatements, Manifests, Exemptions & Credits

The appropriate abatements, exemptions, credits and manifests were signed by all attending Board members.

Selectman Pike moved to approve the minutes of the meeting held on December 16, 2019 as written; seconded by Selectman Patten and the motion passed unanimously.

### New Business

Comcast Request- Comcast of Maine/New Hampshire Inc. requests the Board for a grant of location to install an underground conduit system on Overlook Drive. Comcast is constructing a concrete structure to house their infrastructure on Overlook, and they have asked to bury the underground conduit. Comcast and DPW Director Craig Clairmont have been in discussion and a \$25,000 bond to the Town has been proposed. Selectmen Pike asked Craig if he agreed with the proposed plan. Craig responded that he has looked over the plans and has expressed to Comcast that they work outside of the road but within the ROW as best as they can. The less they have to cut into the pavement the better. Selectman Pike motioned to grant Comcast of Maine/New Hampshire Inc. the requested license for site work in the ROW as discussed today; seconded by Selectman Patten and the motion passed unanimously.

Belknap Merrimack CAP letter- TA Beaudin received a letter from the CAP program who have been operating out of the Mill. As of January 31st they will be terminating their lease at the Mill. CAP has sent letters out to current participants notifying them of the changes. CAP expressed that the reason for the closure is due to low attendance in Belmont. They have been



doing a lot of advertising and the numbers are not rising to the levels that they need to stay operational. Belmont residents are welcome to go to the locations in Tilton, Franklin and Laconia. TA Beaudin received a call from Mrs. Roche, a Belmont resident who frequents the Senior Center expressing her concerns and has inquired with Jeanne if it will still be possible for a small group of seniors to still use the facility on occasion. Mrs. Roche expressed that Belmont is her home and she and others do not want to travel to other Towns to use the other facilities. Selectman Pike expressed that he is in favor of them using the space and suggested that they form some sort of a committee. Someone needs to be responsible for the keys and cleaning of the space after use and making sure it is not already being used. TA Beaudin and ATA Jipson will come up with a contract for use of the Mill for the various outside entities to use.

Local Option for Sports Betting- HB 480 took effect July 12, 2019. This is very similar to the Keno vote the Town had a few years back. Any and all Towns that would allow the sport betting to be in their Towns will need to place it on the Ballot for vote in March. Not every Town is guaranteed to have the sports betting. In the instance that a facility is chosen to have it at their site it will need to be approved by the Town first. TA Beaudin suggested that if the Board is in favor that they go ahead and put it on the ballot, it will make it that much easier. Collectively as a Board they agreed to put forward to the voters the local option for sports book retail locations.

Fuel Purchasing as of June 2020- TA Beaudin has been notified that the gentleman handling our fuel bidding is retiring and will no longer be handling the account, and no one else has expressed interest in taking over. Our current contract expires as of June 2020. The current price under this current contract is \$2.21 a gallon for oil. Selectmen Pike expressed that he has a contact with Irving Oil and wholesale pricing and believes that we may be able to join the group he is a part of and get the wholesale pricing on propane and oil. TA Beaudin will follow up with Selectman Pike and see if this will be an option and work out the details. The Board collectively agreed that if they can save money, they are in favor of it.

Public Hearing to Accept the Terms of an Emergency Management Performance Grant- TA Beaudin noted that at our last meeting as she was signing the documents, she noticed that it needs to hold the same process of a posted meeting including notice in the paper, web, and post office. So today we are repeating the actions taken at your 12/16/2019 meeting to accept the grant for the generator at the fire Department.

Selectman Mooney opened the public hearing at 5:30 p.m. to accept the terms of an Emergency Management Performance Grant in the amount of \$22,500 to purchase and install a generator in the Town's Emergency Operations Center. The total cost of the project will be \$45,000, in which the Town is responsible for 50%. Fire Chief Newhall confirmed that the Town has met its burden of the 50% share in response to Selectman Pike's question regarding impact on the tax rate. As there were no more public comments; Selectman Mooney closed the public hearing.

Selectman Mooney moved to accept the terms of the Emergency Management Performance Grant as presented in the amount of \$22,500.00 to purchase and install a generator for the community's Emergency Operations Center (EOC). Furthermore, the board acknowledges that the total cost of this project will be \$45,000.00, in which the Town will be responsible for a 50% match (\$22,500.00). Selectman Patten seconded the motion and the motion passed unanimously. Selectman Mooney moved to give Town Administrator Jeanne Beaudin the authority to sign the necessary documents; seconded by Selectman Patten and the motion passed unanimously.

Shaker Regional Public Hearing- The booklets have been dropped off at TH their meeting is scheduled for Tuesday January 14<sup>th</sup>. Which conflicts with our meeting. Selectman Pike expressed some concerns about the school spending and how they handled not forming a formal Budget Committee as asked by the voters in a prior year.

### Old business

Legal Fees- Mr. Sylvia has requested the Town consider payment of 1/2 of the legal fees due. We have received a check from him in the amount of \$3,100. Selectman Mooney expressed that the full amount for legal fees is just. Mr. Sylvia was ordered by the court to pay that and he should be held accountable to do so. We have been dealing with this issue for 3 or 4 years now. Mr. Sylvia is a resident who was not in compliance with town and state regulations. The court ordered him to pay back the legal fees. He chose to go this route versus making it right. Board members Patten and Pike were in agreement, TA Beaudin will deposit the check and send Mr. Sylvia a letter stating that the balance is due in full.

Potts NH RE LLC- Mr. Gloddy has been in contact with Mr. Potts and is requesting to make two payments on the 2017 liens. TA Beaudin expressed that the payments are due by January 13<sup>th</sup> or the Board will issue a Tax Collectors deed. Selectman Mooney expressed that yes, he can make the two payments, but they need to be done by January 13<sup>th</sup> and no later.

Request for Abatement of Water Fees- Chris Nye of 6 Leisure Lane received a number of high-water bills. He did a number of things to determine what was going on and to remedy the issue, and ended up having to cut into the concrete slab under the trailer to find the leak that was 4 feet underground. It has since been repaired and is looking for consideration. He is currently making payments on the past high bills. Selectman Pike suggested to use the last bill as a reference and abate the difference on the other high bills.

PD Brochure- TA Beaudin stated that they are meeting Thursday to discuss the PD Brochure concept, posters and distribution ideas. The Board members expressed some items on the brochure that they would like to see revised. TA Beaudin noted that to have 1,000 printed in color at staples will cost \$399. Selectman Pike expressed that to be effective the brochures should be handed out 30 and 15 days prior to Town meeting. Selectman Pike asked for TA Beaudin to consider a mass mailing.



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>2</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>2</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>2</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>2</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>2</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>2</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>2</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

<b>Participating Member:</b> Primex <sup>3</sup> Members as per attached Schedule of Members Property & Liability Program	<b>Member Number:</b>	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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X	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits	NH Statutory Limits May Apply
<input checked="" type="checkbox"/>	<b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2019	7/1/2020	Each Occurrence    \$ 5,000,000 General Aggregate    \$ 5,000,000 Fire Damage (Any one fire) Med Exp (Any one person)	
<input type="checkbox"/>	<b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate	
<input type="checkbox"/>	<b>Workers' Compensation &amp; Employers' Liability</b>			Statutory Each Accident Disease - Each Employee Disease - Policy Limit	
<input type="checkbox"/>	<b>Property (Special Risk Includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	

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

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	Primex <sup>2</sup> - NH Public Risk Management Exchange
			By: <i>Mary Est Powell</i>
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			Date: 6/21/2019    mpurcell@nhprimex.org
			Please direct inquires to: Primex <sup>2</sup> Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Southeastern New Hampshire Hazmat Mutual Aid	583
Southern NH Special Operations Unit	595
Southwest New Hampshire District Fire Mutual Aid	538
Stark School District	831
Stoddard School District	854
Strafford Regional Planning Commission	562
Strafford School District	944
Stratford School District	832
Stratham School District	821
Strong Foundations Charter School	1213
Sullivan County	606
Sullivan School District	984
Sunapee School District	955
Surry School District	985
Swains Lake Village District	652
Tamworth School District	836
Thornton School District	758
Tilton Northfield Fire	587
Timberlane Regional School District	775
Town of Albany	101
Town of Alexandria	102
Town of Alstead	104
Town of Amherst	106
Town of Andover	107
Town of Antrim	108
Town of Auburn	111
Town of Barnstead	112
Town of Barrington	113
Town of Bartlett	114
Town of Bath	115
Town of Belmont	117
Town of Bennington	118
Town of Benton	121
Town of Bow	123
Town of Bradford	124
Town of Brookfield	128
Town of Campton	130
Town of Canaan	131
Town of Carroll	134
Town of Charlestown	136
Town of Chatham	137
Town of Chester	138
Town of Clarksville	142
Town of Colebrook	143
Town of Columbia	144
Town of Cornish	147
Town of Dalton	149
Town of Danbury	150
Town of Deering	153
Town of Derry	154
Town of Dorchester	155
Town of Durham	160
Town of Eaton	163
Town of Enfield	166
Town of Epping	167
Town of Errol	169
Town of Farmington	171
Town of Fitzwilliam	172
Town of Gilsom	180
Town of Gorham	182
Town of Goshen	183
Town of Grafton	184





## CERTIFICATE OF COVERAGE

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

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

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

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

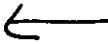
<b>Participating Member:</b> Primex3 Members as per attached Schedule of Members Workers' Compensation Program	<b>Member Number:</b>	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 48 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	NH Statutory Limit (NY/AR/RI/IL/IN)
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)
<input type="checkbox"/> Automobile Liability Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2020	1/1/2021	<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.

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

Rockingham Regional Planning Commission	563
Salem Housing Authority	521
SAU 7 Office	817
SAU 19 Office	748
Somersworth Housing Authority	533
Southeast Regional Refuse Dist 53-B	536
Southern New Hampshire Planning Commission	525
Southwest New Hampshire District Fire Mutual Aid	538
Southwest Region Planning Commission	566
Stewartstown School District	790
Strafford County	605
Strafford County Conservation District	465
Strafford Regional Planning Commission	562
Swains Lake Village District	552
Tilton-Northfield Water District	585
Town of Acworth	100
Town of Albany	101
Town of Alexandria	102
Town of Allenstown	103
Town of Alstead	104
Town of Alton	105
Town of Andover	107
Town of Antrim	108
Town of Ashland	109
Town of Atkinson	110
Town of Auburn	111
Town of Barrington	113
Town of Bartlett	114
Town of Bath	115
Town of Bedford	116
Town of Belmont	117
Town of Bennington	118
Town of Bethlehem	119
Town of Boscaawen	122
Town of Bow	123
Town of Brentwood	125
Town of Bristol	127
Town of Brookfield	128
Town of Brookline	129
Town of Campton	130
Town of Canaan	131
Town of Candia	132
Town of Canterbury	133
Town of Carroll	134
Town of Center Harbor	135
Town of Chesterfield	139
Town of Chichester	140
Town of Clarksville	142
Town of Colebrook	143
Town of Conway	146
Town of Cornish	147
Town of Croydon	148
Town of Dalton	149
Town of Deerfield	162
Town of Deering	153
Town of Dublin	157
Town of Dummer	158
Town of Dunbarton	159
Town of Durham	160
Town of East Kingston	161
Town of Easton	162
Town of Eaton	163



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



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

Re: Grant No. EMB-2018-EP-00007

Dear Cindy Richard:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2018 Emergency Management Performance Grants has been approved in the amount of \$3,480,972.00. As a condition of this award, you are required to contribute a cost match in the amount of \$3,480,972.00 of non-Federal funds, or 50.00 percent of the total approved project costs of \$6,961,944.00.

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 2018 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:

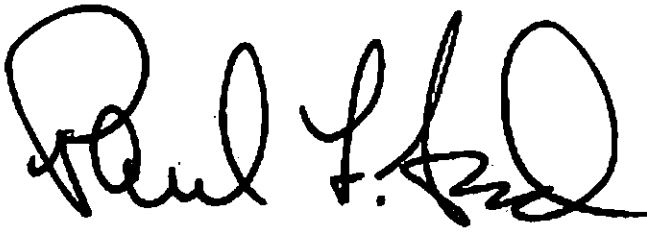
Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

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 stylized with large, rounded letters and a prominent loop at the end.

PAUL FRANCIS FORD Regional Administrator