

State of New Hampshire

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

JOHN J. BARTHELMES COMMISSIONER OF SAFETY ROBERT L. QUINN ASSISTANT COMMISSIONER

RICHARD C. BAILEY, JR. ASSISTANT COMMISSIONER

April 8, 2019

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 Seabrook (VC#177475-B001) for the purchase and installation of equipment for the Emergency Operations Center (EOC) as well as to purchase and install a new generator at the communications tower for a total amount of \$21,992.00. Effective upon Governor and Council approval through September 30, 2020. Funding source: 100% Federal Funds.

Funding is available in the SFY 2019 operating budget as follows:

02-23-23-236010-80920000Dept. of SafetyHomeland Sec-Emer Mgmt100% EMPG Local Match072-500574 Grants to Local Gov't - FederalActivity Code: 23EMPG 2018\$21,992.00

Explanation

The purpose of this grant agreement is for the Town of Seabrook to purchase and install equipment for the Emergency Operations Center (EOC) as well as purchase and install a generator at the communications tower. 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,

Richard C. Bailey, Tr.

Assistant Commissioner of Safety

GRANT AGREEMENT

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

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Subrecipient Initials: 1.)

1. Identification and Definitions.				
1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management	1.2. State Agency Address 33 Hazen Drive Concord, NH 03305			
1.3. Subrecipient Name Town of Seabrook (VC# 177475-B001)	1.4. Subrecipient Tel. #/Address 603-474-3311 P.O. Box 456, Seabrook, NH 03874			
1.5 Effective Date G&C Approval1.6. Account NumberAU #80920000	er 1.7. Completion Date September 30, 2020 \$21,992.00			
1.9. Grant Officer for State Agency Whitney Welch, EMPG Program Manager	1.10. State Agency Telephone Number (603) 223-3667			
"By signing this form we certify that we have complied wit grant, including if applicable RSA 31:95-b."	h any public meeting requiren	nent for acceptance of this		
1.11. Subrecipient/Signature 1	1.12. Name & Title of Subrecipient Signor 1 Ella Brown			
Subrecipient Signature 2	Name & Title of Subrecipient Signor 2 ABOULB.Khan.			
Subrecipient Signature 3	Name & Title of Subrecipient Signor 3			
1.13. Acknowledgment: State of New Hampshire, County of ROCKINGham, on				
$\mathbb{R} \setminus \mathbb{R} \setminus \mathbb{R}$ 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. 1.13.1. Sizuature of Notary Public or Justice of the Peace				
(Seal) YUUUA, OCOLLW				
1.13.2 Name & Title of Notary Public or Justice of the Peace (Commission Expiration)				
1.14. State Agency Signature(s)	1.15. Name & Title of S			
By: On: 4 //6/19 Steven R. Lavoie, Director of Administration				
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)				
By: Many Assistant Attorney General, On: 46042019				
1.17. Approval by Governor and Council (if applicable)				
By:	On: /	1		
2. <u>SCOPE OF WORK</u> : 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").				

3.)

2.)

Page 1 of 6

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Date 31819

AREA COVERED, Except as otherwise specifically provided for herein, the 3 Subrecipient shall perform the Project in, and with respect to, the State of New 9.2. Hampshire.

EFFECTIVE DATE: COMPLETION OF PROJECT. 4

- This Agreement, and all obligations of the parties hereunder, shall become 4.1. 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 9.3. signature by the State Agency as shown in block 1.14 ("the effective date").
- Except as otherwise specifically provided herein, the Project, including all 9.4. 4.2. 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: 5.1. PAYMENT.
- 9.5. The Grant Amount is identified and more particularly described in EXHIBIT 5.2 B. attached hereto.
- The manner of, and schedule of payment shall be as set forth in EXHIBIT B. 10. 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums
- required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c. 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, 11. and the complete, compensation to the Subrecipient for the Project. The State 11.1.
- 5.5 shall have no liabilities to the Subrecipient other than the Grant Amount. Notwithstanding anything in this Agreement to the contrary, and 11.1.1 notwithstanding unexpected circumstances, in no event shall the total of all 11.1.2 payments authorized, or actually made, hereunder exceed the Grant limitation 11.1.3 6. 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, 11.2.1 or municipal authorities which shall impose any obligations or duty upon the 7. Subrecipient, including the acquisition of any and all necessary permits.

7.1. **RECORDS and ACCOUNTS.**

- 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 11.2.2 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 7.2. other similar documents.
 - Between the Effective Date and the date three (3) years after the Completion 11.2.3 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 11.2.4 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 12. matters covered by this Agreement. As used in this paragraph, "Subrecipient" 12.1. 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
- 8. of these provisions 8.1.

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PERSONNEL. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in 12.2. the Project shall be qualified to perform such Project, and shall be properly

- 8.2. licensed and authorized to perform such Project under all applicable laws. 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 12.3. 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, 8.3. 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 12.4. Grant Officer, and his/her decision on any dispute, shall be final.

9.1. 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 13. developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video drawings, analyses, recordings, pictorial reproductions, graphic representations.

2.)

Subrecipient Initials: 1.);

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

- 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.
- No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 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.

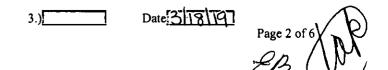
The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

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.

- EVENT OF DEFAULT: REMEDIES.
- 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"):
- Failure to perform the Project satisfactorily or on schedule; or
- Failure to submit any report required hereunder; or
- 11.1.4 Failure to maintain, or permit access to, the records required hereunder; or
- 11.2 Failure to perform any of the other covenants and conditions of this Agreement.
- Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 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
- 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
- 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

Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

- TERMINATION.
- 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.
- 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.
 - 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



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 18. 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, 19. 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 21. 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 22. agreement.
- 17. INSURANCE AND BOND.
- 171 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

- approval of the undertaking or carrying out of such Project, shall participate in 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.
 - 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. 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.
 - 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 intend of the parties hereto.
 - 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.
 - 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.

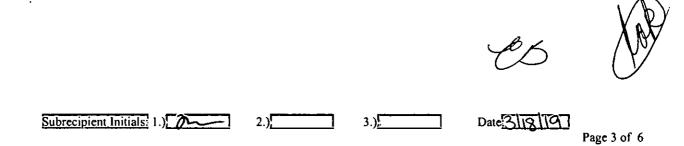
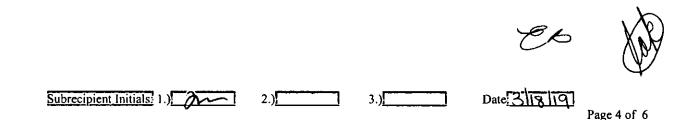


EXHIBIT A

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 Seabrook (hereinafter referred to as "the Subrecipient") \$21,992.00 to purchase and install a generator at the communications tower, and equipment for the Emergency Operations Center (EOC), to include: a copier/plotter, and smart board.
- 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.



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EXHIBIT B

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Applicant	Grant			
	Share	(Federal Funds)	Cost Totals		
Project Cost	\$21,992.00	\$21,992.00	\$43,984.00		
Project Cost is 50% Federal Funds, 50% Applicant Share					
Awarding Agency: Federal Emergency Management Agency (FEMA)					
Award Title & #: Emergency Management Performance Grant (EMPG) EMB-2018-00007-A03					
Catalog of Federal Domestic Assistance (CFDA) Number: 97.042 (EMPG)					
Applicant's Data Universal Numbering System (DUNS): 092053040					

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$21,992.00.
- b. "The State" shall reimburse up to \$21,992.00 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).

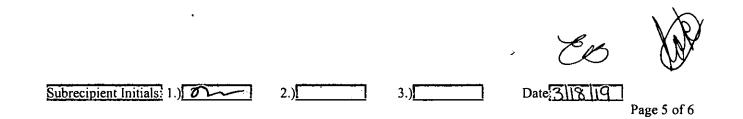
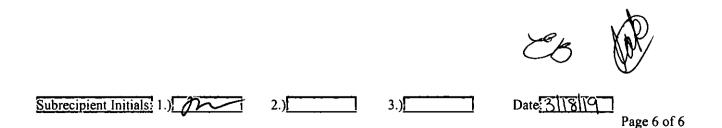


EXHIBIT C

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.



TOWN OF SEABROOK

SELECTMEN'S MEETING

MARCH 18, 2019

10:05AM

Present: Ella M. Brown Theresa A. Kyle Aboul B. Khan William Manzi

Mrs. Brown opened the meeting at 10:05AM.

REORGANIZATION OF BOARD OF SELECTMEN

MOTION:	Ella M. Brown	To nominate Aboul B.
Second:	Theresa A. Kyle	Khan as Chairman.
Unanimous		

MOTION:Aboul B. KhanTo nominate Theresa A.Second:Ella M. BrownKyle as Vice Chairman.Unanimous

MOTION: Theresa A. Kyle Second: Aboul B. Khan Unanimous To nominate Ella M. Brown as Clerk.

MOTION: The	resa A. Kyle	To have each member
Second: Ell	a M. Brown	serve on the board they
Unanimous		are currently on.
(Aboul – plan	ning, Theresa - recreation	and Ella – budget)

MONTHLY MEETING - POLICE CHIEF

Acting Chief Brett Walker was present and briefly went through his report (see attached). The next coffee with a cop is at Rockingham Village apartments on April 19.

Recommendations for temporary seasonal traffic changes at the beach were discussed. There was also discussion on changing the speed limit. Chief Walker said putting up temporary stop signs is a much easier and more efficient way of handling the situation. This would be enforced when there is down time and 'also when they have grant money for the officers to enforce traffic control. Mr. Khan requested they have a paper trail with this request from the beach commissioners and whether or not they asking for temporary or permanent. Mrs. Kyle would like to meet with him and the town manager to understand the speed limits not just for the beach but for other highly dense populations in town. The cost would be for the purchase of the signs and the labor to install and remove them. Mr. Khan and Mrs. Kyle feel they should be permanent signs.

SELECTMEN'S MEETING -2- MARCH 18, 2019

Joe Guiffre said the beach commissioners have met to come up with recommendations to control the traffic safety issues. The outcome was the stop signs that would work best. The summer time is the most dangerous. During the off season Portsmouth Avenue is the one they speed on the most. This would be a onetime dig for the pole as they would only take the sign down at the end of the season.

Mr. Khan would like to see if some could be permanent. Mrs. Kyle would like to see the signs be permanent. They could have the chief go back and bring forward another recommendation for permanent signs.

MOTION: Aboul B. Khan Second: Theresa A. Kyle Unanimous To table this item to allow the chief to come back with further information and recommendations.

There was discussion on signs for motorcycles. The residents felt the signs last year made a difference. They are looking to get more permanent type signs to affix so they can remind the riders. They also have a decibel meter and a couple of officers who will be trained on how to use them for the season.

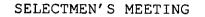
MONTHLY MEETING - FIRE CHIEF

Chief Bill Edwards was present and briefly went through his report (see attached). The Chief discussed the argo vehicle that was purchased. He said it is an eight-wheel with tracks that can go into calm waters and will be used along the beach front to remove individuals when there is an emergency. This will also be used in other areas. This vehicle was purchased with D'Alessandro funds at no cost to the taxpayers.

GRANT AGREEMENT - EOC EQUIPMENT & COMMUNICATIONS TOWER GENERATOR Chief Edwards explained what the grant would be used for in the EOC room and the generator that will go on the tower at the old Sam's Club. This grant is required to have a matching fund but it can be a soft match which has already been done to satisfy the town's end of the grant.

<u>MOTION</u>: Theresa A. Kyle Second: Ella M. Brown Unanimous

the Board by majority vote accepted the terms of the EM Performance Grant as presented in the amount of \$21,992 for the purchase of a generator at the



communications tower, a copier/blotter and smart board at the primary EOC. Furthermore, the Board acknowledges that the total cost of the project will be \$43,984 in which the town is responsible for a 50% match.

MEETING - DFW MANAGER - ROAD PAVING RECOMMENDATIONS

John Starkey was present and thanked the residents for passing the warrant articles including the one he is before the board on today. He discussed the pricing and company used that won the state bid. Mrs. Kyle asked about the sidewalks on Railroad Avenue.

MOTION: Ella M. Brown Second: Theresa A. Kyle Unanimous

To accept the recommendations of the roads for paving.

PREVIOUS MINUTES - FEBRUARY 4 NON-PUBLIC AND MARCH 5 PUBLIC & NON-PUBLIC

MOTION: Ella M. Brown Second: Theresa A. Kyle Unanimous To adopt the minutes of 2/4 non-public and 3/5 public & non-public.

PREVIOUSLY SIGNED PERMITS

Mr. Khan read the list of permits (see attached).

REFUNDS

Charles Morrison - 147 Garden Street - \$91.07 Gloria Merola - 47B Street

MOTION:Theresa A. KyleTo approve and sign theSecond:Ella M. Brownrefund for Morrison.Unanimous

Mrs. Kyle would like to discuss at some point as she feels it is the homeowners responsibility to keep up with their property.

MOTION: Ella M. Brown Second: Theresa A. Kyle Unanimous To approve and sign the refund for Merola.

WATER SERVICE APPLICATIONS



CERTIFICATE OF COVERAGE

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

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

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

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

X General Liability (Occurrence Form) 7/1/2018 7/1/2019 Each Occurrence \$ 5,000,00 Professional Liability (describe) 7/1/2018 7/1/2019 Each Occurrence \$ 5,000,00			
Property & Liability Program Bow Brook Place 46 Donovan Street Concord, NH 03301-2624 Type of Coverage Effective Date (mm/dd/yyyy) Limita - NH Statutory Limits May Apply X General Liability (Occurrence Form) 7/1/2018 7/1/2019 Each Occurrence \$ 5,000,00 Professional Liability (describe) 7/1/2018 7/1/2019 Each Occurrence \$ 5,000,00			
46 Donovan Street Concord, NH 03301-2624 Type of Coverage Effective Date (mm/dd/yyyy) Expiration Date (mm/dd/yyyy) Limits - NH Statutory Limits May Apply X General Liability (Occurrence Form) Professional Liability (describe) 7/1/2018 7/1/2019 Each Occurrence \$ 5,000,00 General Aggregate			
Concord, NH 03301-2624 Type of Coverage Effective Date (mm/dd/yyyy) Expiration Date (mm/dd/yyyy) Limits - NH Statutory Limits May Apply X General Liability (Occurrence Form) Professional Liability (describe) 7/1/2018 7/1/2019 Each Occurrence \$ 5,000,00 General Aggregate \$ 5,000,00			
Type of Coverage Effective Date (mm/dd/yyyy) Expiration Date (mm/dd/yyyy) Limits - NH Statutory Limits May Apply X General Liability (Occurrence Form) 7/1/2018 7/1/2019 Each Occurrence \$ 5,000,00 Professional Liability (describe) 7/1/2018 7/1/2019 General Aggregate \$ 5,000,00			
X General Liability (Occurrence Form) 7/1/2018 7/1/2019 Each Occurrence \$ 5,000,00 Professional Liability (describe) 7/1/2018 7/1/2019 Each Occurrence \$ 5,000,00			
Professional Liability (describe)			
	00		
	00		
Claims Occurrence Fire Damage (Any one fire)			
Med Exp (Any one person)			
Automobile Liability Combined Single Limit			
(Each Accident)			
Any auto Aggregate			
Workers' Compensation & Employers' Liability Statutory			
Each Accident	.		
Disease — Each Employee			
Disease - Policy Limit			
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 ^a – NH Public Risk Management Exchange			
			By: Tanung Denver			
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			Date: 6/25/2018 tdenver@nhprimex.org Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax			

Town of Randolph 276 Town of Raymond 277 Town of Richmond 278 Town of Roxbury 282 Town of Rumney 283 Town of Salem 285 Town of Sanbornton 287 Town of Sandown 288 Town of Sandwich 289 ----- Town of Seabrook 290-Town of Sharon 291 Town of Shelburne 292 Town of Stark 297 Town of Stewartstown 298 Town of Stoddard 310 Town of Strafford 299 Town of Stratford 300 Town of Sugar Hill 302 Town of Surry 305 Town of Sutton 306 Town of Tamworth 308 Town of Thornton 320 Town of Unity 314 Town of Warren 318 Town of Wentworth 330 Town of Whitefield 325 Town of Wilmot 326 Town of Winchester 328 Town of Windham 329 Town of Wolfeboro 331 Troy Water/Sewer Department 582 Unity School District 945 Upper Valley Lake Sunapee Regional Planning Commission 570 Village District of Eastman 501 Village District of Eidelweiss 502 Village District of Little Boar's Head 405 Village of Northwood Ridge Water District 461 Wakefield School District 946 Warner Village Water District 513 Warren School District 767 Washington School District 862 Waterville Estates Village District 580 Waterville Valley School District 947 Weare School District 759 Wentworth School District 760 Westmoreland School District **761** White Mountains Regional School District 811 Wilmot Volunteer Fire Company 589 Wilton Public & Gregg Free Library 578 Wilton-Lyndeborough Cooperative School District 763 Winchester School District 948 Windham School District 771 Windsor School District 863 Winnacunnet Cooperative School District 806 Winnisquam Regional School District 764 Woodsville Fire District 515

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CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-8, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bytaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Coverage Party's per occurrence imit 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 Tocurrents 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 Chrissians), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

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

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

Pericipaling Member: Member Number: Primax3 Members as per attached Schedule of Members Workers' Compensation Program		Company Attorning Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624				
				111		
General Liability (Occurrence Form) Professional Liability (describe) Ciatins Ciatins Made Occurrence				Eac Gen Fire fire)	h Occurrence eral Apgregate Damage (Any one	
Automobile Liability Deductible Comp and Coll: Any auto				Com (Each	Exp (Any one person) bined Single Limit Academ; registe	
X Workers' Compensation & Employers' Liability	440040			x	Statutory	\$2,000,000
	/ 1/1/2019	1/1/202	20		Accident	\$2,000,000
				Dise	830 - Each Employee	
				Disc	230 — Policy Limit	
Property (Special Risk Includes Fire and Theft)					et Lindt, Replacement (unless otherwise stated)	
		_				

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
	·		By: Paung Dames
NH Dept of Safety			Date: 12/17/2018 tdenver@nhprimex.org
33 Hazen Dr. Concord, NH 03301			Please direct inquires to: Primox ³ Ctalms/Coverage Services 603-225-2841 phone
			603-228-3833 fax

Town of Northfield Town of Northumberland Town of Northwood Town of Nottingham Town of Orange Town of Orford Town of Pembroke Town of Pittsburg Town of Pittsfield Town of Plainfield Town of Plaistow Town of Plymouth Town of Raymond Town of Rindge Town of Rollinsford Town of Roxbury Town of Runney Town of Rye Town of Salem Town of Salisbury Town of Sanbornton ' Town of Sandown Town of Sandwich -> Town of Seabrook Town of Sheiburne Town of South Hampton Town of Springfield Town of Strafford Town of Stratford Town of Stratham Town of Sullivan Town of Sunapee Town of Surry Town of Swanzey Town of Tamworth Town of Temple Town of Thomton Town of Tilton Town of Troy Town of Tuftonboro Town of Unity Town of Wakefield Town of Walpole Town of Warner Town of Warren Town of Washington Town of Waterville Valley Town of Weare Town of Webster Town of Westmoreland Town of Whitefield Town of Wilmot Town of Wilton Town of Windham Town of Windsor Town of Wolfeboro Town of Woodstock Village District of Eidelweiss Warner Village Water District Woodsville Fire District Woodsville Water & Light Department

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Award Letter

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.

Off ł ,

PAUL FRANCIS FORD Regional Administrator