





State of New Hampshire

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

RICHARD C. BAILEY, JR. ASSISTANT COMMISSIONER

EDDIE EDWARDS ASSISTANT COMMISSIONER

May 31, 2022

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

REQUESTED ACTION

Authorize the Department of Safety, Division of Homeland Security and Emergency Management (HSEM), to retroactively amend the grant agreement (PO#1071549) with the Town of New Hampton (VC#159916-B001); 6 Pinnacle Hill, New Hampton, NH 03256-4844 to update their Hazard Mitigation Plan (HMP). This amendment will extend the completion date only from April 1, 2022 to April 1, 2023. The grant was initially approved by the Safety Business Office on December 10, 2019. Effective upon Governor and Council approval. Funding source: 100% Federal Funds.

EXPLANATION

This amendment is retroactive because FEMA approved the POP extension on February 25, 2021, but due to required internal processes, the grant agreement amendment was delayed. Governor and Council approval is being sought because the amount of previous payments by the Department of Safety to the Town of New Hampton plus this \$7,500 grant yields a cumulative amount that is over the Governor and Council approval threshold. This request for an extension is needed because of continued COVID-19 response by local communities through early 2022 which precluded communities from completing the hazard mitigation plan updates in the anticipated timeframe. It was agreed that an extension to April 1, 2023 approved through Governor and Executive Council, would be necessary in order to complete their project, HSEM has reviewed this request with the Federal Emergency Management Agency (FEMA) and it was determined that the date extension will not affect Federal funding.

The PDM grant program is 75% federally funded by the Federal Emergency Management Agency with a 25% match requirement supplied by the subrecipient. The subrecipient acknowledges their match obligation as part of Exhibit 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,

Commissioner of Safety

Pre-Disaster Mitigation (PDM) Program – CFDA #97.047 Grant Agreement Amendment Extension of Performance Period

Town of New Hampton (Subrecipient)

It is hereby agreed that the grant agreement (PO#1071549) approved by the Department of Safety Business Office on December 12, 2019, between the Town of New Hampton "Subrecipient" and the Department of Safety, Division of Homeland Security & Emergency Management as "State" to update the community's Local Hazard Mitigation Plan is amended as follows:

GENERAL PROVISIONS, Section 1.7, Completion Date;

Change the project completion date from April 1, 2022 to April 1, 2023.

2. EXHIBIT A, Scope of Services;

Delete item three (3) in its entirety and replace with:

"The Subrecipient" agrees that the period of performance ends on April 1, 2023 and by that date the aforementioned hazard mitigation plan must be completed and have received formal approval by New Hampshire Homeland Security and Emergency Management (HSEM). All completed invoices must be sent to "the State" by May 1, 2023, thirty (30) days after the period of performance ends.

4. All other provisions of the grant agreement, approved by the Department of Safety Business Office on December 12, 2019 shall remain in full force and effect.

EFFECTIVE DATE OF THE AMENDMENT: This Amendment shall be effective upon its approval by the Department of Safety Business Office. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party. IN WITNESS WHEREOF, the parties have hereunto set their hands:

By (signature): MICHAEL DEAKE Print Name: MICHAEL DEAKE Print Name: MICHAEL DEAKE Print Name: SCIECTMAN

By (signature): REMOTE APROVAL

Print Name: MICHAEL DEAKE Print Name: SCIECTMAN

By (signature): By (signature): Print Name: Print Name: Title: Sciectman

Print Name: Bruce Harry Print Name: Title: Subrecipient Initials Model Print Name: Subrecipient Initials M

Approval by State of New Hampshire, actin	gthrough	its Departn	nent of Safety:	
By (signature): Director of Administration	THE .		-	
Approved by the Attorney General this	13 th	_ day of	Une	, 2022.
Approved by the Governor and Council				
Deputy Secretary of State				

Subrecipient Initials MAD BHY

Date 03 24 21

Page 2 of 2



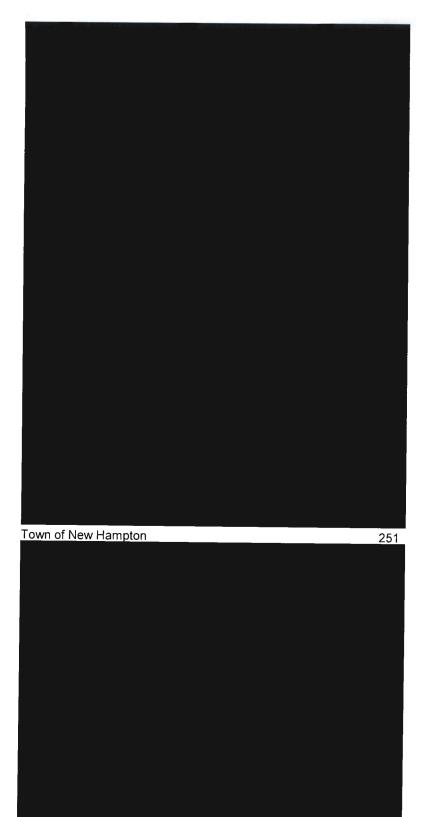
The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs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

alte	er the coverage afforded by the coverage categories listed bel	low.					
Participating Member: Member Number:				Company Affording Coverage:			
Primex3 Members as per attached Schedule of Members Property & Liability Program					Public Risk Management Ex Brook Place Jonovan Street cord, NH 03301-2624	xchange - Primex ³	
	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration (mm/dd/y		Limits - NH Statutory Limits	May Apply, If Not:	
X	General Liability (Occurrence Form)	7/1/2021	7/1/20		Each Occurrence	\$ 5,000,000	
	Professional Liability (describe)	11112021	771720	General Aggregate		\$ 5,000,000	
	Claims Occurrence				Fire Damage (Any one fire)		
					Med Exp (Any one person)		
	Automobile Liability Deductible Comp and Coll: Any auto				Combined Single Limit (Each Accident) 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)		
)es	cription: Proof of Primex Member coverage only.						
CE	RTIFICATE HOLDER: Additional Covered Party	Loss	Payee	Prim	nex ³ – NH Public Risk Manag	ement Exchange	
				By:	Mary Beth Purcell		
NIII Devit of Cofet				Date		hprimex.ora	
33	Dept of Safety Hazen Dr. ncord, NH 03301			2010	Please direct inqui Primex³ Claims/Covera 603-225-2841 pl 603-228-3833	res to: ge Services none	





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.

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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

articipating Member:	Mem	ber Number:		Comp	any Afi	fording Coverage:	
rimex3 Members as per attached Sched lorkers' Compensation Program	lule of Members			Bow 46 D	Broo	Risk Management Ex k Place an Street NH 03301-2624	change - Primex
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration (mm/dd/y		Lim	its - NH Statutory Limits	May Apply, If Not
General Liability (Occurrence Form Professional Liability (describe) Claims Made Occ	currence				Ger Fire fire)		
Automobile Liability Deductible Comp and Coll: Any auto					Con (Eac	d Exp (Any one person) Inbined Single Limit In Accident) Irregate	
Workers' Compensation & Emplo	yers' Liability	7/1/2021	7/1/202	22	X	Statutory	\$2,000,000
					Eac	h Accident	\$2,000,000
						ease — Each Employee	
					Dise	ease Policy Limit	
Property (Special Risk includes Fire	and Theft)					ket Limit, Replacement (unless otherwise stated)	
escription: Proof of Primex Member co	overage only.	Loss	Payee	Prim	ex³-	NH Public Risk Manag	ement Exchange
				Ву:		Nary Beth Purcell	
H Dept of Safety 3 Hazen Dr. oncord, NH 03301				Date		/12/2021 mpurcell@n Please direct inquir Primex³ Claims/Coverag 603-225-2841 ph	res to: ge Services one



U.S. Department of Homeland Security FEMA Region I 99 High Street Boston, MA 02110



February 25, 2022

Jennifer Harper
Director
Homeland Security and Emergency Management
New Hampshire Department of Safety
33 Hazen Drive
Concord, NH 03305

Re: Period of Performance Extension

Program: FY 2018 Pre-Disaster Mitigation Grant Program, Assistance Listing # 97.047

Recipient: Homeland Security and Emergency Management, New Hampshire

Department of Safety

Award No.: EMB-2019-PC-0004

Amendment No.: 2

Dear Director Harper:

The Federal Emergency Management Agency has approved the request from the Homeland Security and Emergency Management, New Hampshire Department of Safety ("Recipient") to extend the period of performance for the FY 2018 Pre-Disaster Mitigation Grant Program Award #EMB-2019-PC-0004. The new period of performance is October 1, 2018, to April 1, 2023, and the enclosed Obligating Document and updated grant agreement articles reflect this change.

Upon expiration of the period of performance, the Recipient must submit all required financial, performance, equipment, and other reports and take the other actions detailed at 2 C.F.R. § 200.343 by June 30, 2023. The Recipient must also continue to submit timely financial status and performance reports throughout the period of performance and is reminded that this extension does not change the approved scope of work or the amount of federal funding for the federal award.

Please keep a copy of this letter, the Obligating Document, and the updated grant agreement articles with your official grant files. If you have any questions, please contact Sandra Brazee, Grants Management Specialist, at (202) 701-6562.

Sincerely,

Richard H. Verville Chief, Hazard Mitigation Assistance Branch FEMA Region I

cc: Brian Eaton, State Hazard Mitigation Officer, Homeland Security and Emergency Management, New Hampshire Department of Safety

Enclosures



State of New Hampshire Department of Safety

Robert L. Quinn, Commissioner Richard C. Bailey, Jr., Assistant Commissioner Perry E. Plummer, Assistant Commissioner

Homeland Security and Emergency Management

Jennifer L. Harper, Director Kevin P. LaChapelle, Assistant Director



November 5, 2019

Mr. Steven R. Lavoie, Director of Administration NH Department of Safety **Business Office** 33 Hazen Drive Concord NH 03305

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 New Hampton (VC#159916-B001) for updating their local hazard mitigation plan for a total amount of \$7,500.00. Effective upon the Safety Business Office approval through April 1, 2022. Funding source: 100% Federal Funds.

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

02-23-23-236010-43930000

Dept. of Safety Homeland Sec-Emer Mgmt Pre-Disaster Mitigation Grant Program

072-500574 Grants to Local Gov't - Federal

Activity Code: 23PDM18 4393

\$7,500.00

Explanation

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

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

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

Respectfully submitted,

Musilbellen

Alexx Monastiero

State Hazard Mitigation Officer

Office: 110 Smokey Bear Boulevard, Concord, N.H. Mailing Address: 33 Hazen Drive, Concord, N.H. 03305 603-271-2231, 1-800-852-3792, Fax 603-223-3609 State of New Hampshire TDD Access: Relay 1-800-735-2964

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

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1	Identi:	fication	211/	letin	MANC
£	MOHILI	HOALIUH	allu	DOIL	ILIUIIS.

1. Identification and Defini	.10113.						
1.1. State Agency Name NH Department of Saf Security and Emergen		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305					
1.3. Subrecipient Name Town of New Hampton	(VC# 159916-B001)	1.4. Subrecipient Tel. # 6 Pinnacle Hill, New 1	Address 603-744-3559 Hampton, NH 03256-4844				
1.5 Effective Date Business Office Approval	1.6. Account Number AU #43930000	1.7. Completion Date April 1, 2022 1.8. Grant Limita 57,500.00					
1.9. Grant Officer for Sta Alexx Monastiero, State I	te Agency Hazard Mitigation Officer	1.10. State Agency Tele (603) 223-3627	phone Number				
"By signing this form we certif grant, including if applicable I	y that we have complied wit RSA 31:95-b."	h any public meeting requiren	nent for acceptance of this				
1.11. Subrecipient Signat	ture 1	1.12. Name & Title of St NEIL IRVINE SE	ubrecipient Signor 1 LEGIBOARD CHAIR				
Subrecipient Signature &	Dul	Name & Title of Subrecipient Signor 2 MICHAEL A. DRAKE EMD					
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3					
1.13. Acknowledgment: 10/18/19, before the unde known to me (or satisfact acknowledged that he/she	rsigned officer, persona orily proven) to be the p	lly appeared the person i person whose name is sig	dentified in block 1.12., ned in block 1.11., and				
1.13.1. Signature of Nota (Seal)	I". \ I	h e Pe ace					
1.13.2. Name & Title of M Pamela Vo	Notary Public or Justice Se, Wotary Pu	* 1	nission Expiration)				
1.14. State Agency Signa	nture(s)	1.15. Name & Title of S					
By: On: /2//0//9 Steven R. Lavoie, Director of Administration 1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)							
By: Assistant Attorney General, On: //							
1.17. Approval by Governor and Council (if applicable)							
By:	y: On: //						

Subrecipient Initials: 1.) Date: 10-18-19

^{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").

AREA COVERED. Except as otherwise specifically provided for herein, the computer programs, computer printouts, notes, letters, memoranda, paper, and Subrecipient shall perform the Project in, and with respect to, the State of New documents, all whether finished or unfinished. Between the Effective Date and the Completion Date the Subrecipient shall grant EFFECTIVE DATE: COMPLETION OF PROJECT. to the State, or any person designated by it, unrestricted access to all data for This Agreement, and all obligations of the parties hereunder, shall become examination, duplication, publication, translation, sale, disposal, or for any other effective on the date of approval of this Agreement by the Governor and purpose whatsoever. Council of the State of New Hampshire if required (block 1.17), or upon 9.3. No data shall be subject to copyright in the United States or any other country by signature by the State Agency as shown in block 1.14 ("the effective date"). anyone other than the State. On and after the Effective Date all data, and any property which has been 42 Except as otherwise specifically provided herein, the Project, including all 9.4. reports required by this Agreement, shall be completed in its entirety prior to received from the State or purchased with funds provided for that purpose under the date in block 1.7 (hereinafter referred to as "the Completion Date"). this Agreement, shall be the property of the State, and shall be returned to the 5 GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: State upon demand or upon termination of this Agreement for any reason, 5.1 PAYMENT. whichever shall first occur. The Grant Amount is identified and more particularly described in EXHIBIT The State, and anyone it shall designate, shall have unrestricted authority to 52 B, attached hereto. publish, disclose, distribute and otherwise use, in whole or in part, all data. 5.3. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in The manner of, and schedule of payment shall be as set forth in EXHIBIT B. In accordance with the provisions set forth in EXHIBIT B, and in consideration this Agreement to the contrary, all obligations of the State hereunder, including, of the satisfactory performance of the Project, as determined by the State, and without limitation, the continuance of payments hereunder, are contingent upon as limited by subparagraph 5.5 of these general provisions, the State shall pay the availability or continued appropriation of funds, and in no event shall the State the Subrecipient the Grant Amount, The State shall withhold from the amount be liable for any payments hereunder in excess of such available or appropriated otherwise payable to the Subrecipient under this subparagraph 5.3 those sums funds. In the event of a reduction or termination of those funds, the State shall 5.4. required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c. have the right to withhold payment until such funds become available, if ever, and The payment by the State of the Grant amount shall be the only, and the shall have the right to terminate this Agreement immediately upon giving the complete payment to the Subrecipient for all expenses, of whatever nature, Subrecipient notice of such termination. incurred by the Subrecipient in the performance hereof, and shall be the only, 11 EVENT OF DEFAULT: REMEDIES. and the complete, compensation to the Subrecipient for the Project. The State 11.1. Any one or more of the following acts or omissions of the Subrecipient shall 5.5 shall have no liabilities to the Subrecipient other than the Grant Amount. constitute an event of default hereunder (hereinafter referred to as "Events of 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 Failure to perform the Project satisfactorily or on schedule; or payments authorized, or actually made, hereunder exceed the Grant limitation 11.1.3 Failure to submit any report required hereunder; or 6 set forth in block 1.8 of these general provisions. 11.1.4 Failure to maintain, or permit access to, the records required hereunder; or COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. 11.2. Failure to perform any of the other covenants and conditions of this Agreement. In connection with the performance of the Project, the Subrecipient shall Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions: 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 Give the Subrecipient a written notice specifying the Event of Default and Subrecipient, including the acquisition of any and all necessary permits. requiring it to be remedied within, in the absence of a greater or lesser RECORDS and ACCOUNTS. specification of time, thirty (30) days from the date of the notice; and if the Event Between the Effective Date and the date three (3) years after the Completion of Default is not timely remedied, terminate this Agreement, effective two (2) Date the Subrecipient shall keep detailed accounts of all expenses incurred in 11.2.2 days after giving the Subrecipient notice of termination; and connection with the Project, including, but not limited to, costs of Give the Subrecipient a written notice specifying the Event of Default and administration, transportation, insurance, telephone calls, and elerical materials suspending all payments to be made under this Agreement and ordering that the and services. Such accounts shall be supported by receipts, invoices, bills and portion of the Grant Amount which would otherwise accrue to the Subrecipient other similar documents. 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 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 paid to the Subrecipient; and as the State shall demand, the Subrecipient shall make available to the State all 11.2.4 Set off against any other obligation the State may owe to the Subrecipient any records pertaining to matters covered by this Agreement. The Subrecipient 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 shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, equity, or both. data (as that term is hereinafter defined), and other information relating to all 12. TERMINATION. matters covered by this Agreement. As used in this paragraph, "Subrecipient" 12.1, In the event of any early termination of this Agreement for any reason other than includes all persons, natural or fictional, affiliated with, controlled by, or under the completion of the Project, the Subrecipient shall deliver to the Grant Officer, common ownership with, the entity identified as the Subrecipient in block 1.3 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 of these provisions 8.1. **PERSONNEL** performed, and the Grant Amount earned, to and including the date of 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 In the event of Termination under paragraphs 10 or 12.4 of these general the Project shall be qualified to perform such Project, and shall be properly provisions, the approval of such a Termination Report by the State shall entitle the 8.2. licensed and authorized to perform such Project under all applicable laws. Subrecipient to receive that portion of the Grant amount carned to and including The Subrecipient shall not hire, and it shall not permit any subcontractor, the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general 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 provisions, the approval of such a Termination Report by the State shall in no 8.3 contractual relationship with the State, or who is a State officer or employee, 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 elected or appointed. The Grant Officer shall be the representative of the State hereunder. In the hereunder. event of any dispute hereunder, the interpretation of this Agreement by the 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, Grant Officer, and his/her decision on any dispute, shall be final. except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days DATA: RETENTION OF DATA: ACCESS As used in this Agreement, the word "data" shall mean all information and written notice. No officer, member of employee of the things developed or obtained during the performance of, or acquired or 13. CONFLICT OF INTEREST. Subrecipient, and no representative, officer or employee of the State of New developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video Hampshire or of the governing body of the locality or localities in which the recordings, pictorial reproductions, drawings, analyses, Project is to be performed, who exercises any functions or responsibilities in the

Date: 10-18-19

Page 2 of 6

representations,

Subrecipient Initials: 1.)

approval of the undertaking or carrying out of such Project, shall participate in 17.2. 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 empluments 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 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.

INSURANCE AND BOND.

17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workmen's compensation and employees liability insurance for all

employees engaged in the performance of the Project, and

17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

.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 be 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.

<u>AMENDMENT</u>. 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.

SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto

are incorporated as part of this agreement.

Subrecipient Initials: 1.)

2.) mad

3.)___

Date: 10.18.19

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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 New Hampton (hereinafter referred to as "the Subrecipient") \$7,500.00 within the Federal Fiscal Year 2018 Pre-Disaster Mitigation Grant Program (PDM) to update their Local Hazard Mitigation Plan.
- 2. "The Subrecipient" agrees to submit quarterly progress reports within fifteen (15) days after each quarter (April 15th, July 15th, October 15th, and January 15th) until all activities associated with the grant award have been completed.
- 3. "The Subrecipient" agrees that the project grant period ends April 1, 2022 and that a final performance and expenditure report will be sent to "the State" by May 1, 2022.
- 4. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
- 5. "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 Subrecipient" shall maintain documentation of the 25% cost share required by this grant.

Subrecipient Initials: 1.) 2.) ma8 3.) Date: 10.18.19

EXHIBIT B

Grant Amount and Method of Payment

GRANT AMOUNT

	Applicant	Grant	
	Share	(Federal Funds)	Cost Totals
Project Cost	\$2,500.00	\$7,500.00	\$10,000.00
	Project Cost is 75%	Federal Funds, 25% Applic	cant Share
Awarding Agency:	Federal Emergency N	lanagement Agency (FEM)	A)
Award Title & #: F	re-Disaster Mitigation	Grant (PDM) EMB-2019-	PC-0004
Catalog of Federal	Domestic Assistance	(CFDA) Number: 97.047	(PDM)
Applicant's Data U	Iniversal Numbering	System (DUNS): 789543	787

2. PAYMENT SCHEDULE

- "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$7,500.00.
- b. "The State" shall reimburse up to \$7,500.00 to "the Subrecipient" upon "the State" receiving appropriate documentation of expended funds (i.e, copies of invoices and cancelled checks) and proof of match from "the Subrecipient".
- c. Upon State Business Office Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, October 1, 2018, to the identified completion date April 1, 2022.

2.) mad 3.)

Date: 10-18.19

Page 5 of 6

EXHIBIT C

Special Provisions

- 1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
- 2. Any funds advanced to "the Subrecipient" must be returned to "the State" if the grant agreement is terminated for any reason other than completion of the project.
- 3. Any funds advanced to "the Subrecipient" must be expended within thirty (30) days of receiving the advanced funds.
- 4. "The Subrecipient" will be required to provide the formally approved Local Hazard Mitigation Plan electronically (via email or CD) at the completion of the project.
- 5. "The Subrecipient" agrees to have an audit conducted in compliance with OMB Circular 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period "the Subrecipient" will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to "the State".

Additionally, "the Subrecipient" has or will notify their auditor of the above requirements prior to performance of the audit. "The Subrecipient" will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. "The Subrecipient" will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200. "The Subrecipient" will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

Subrecipient Initials: 1.)

2.)4MaD-

3.)

Date: 10-18-19

Page 6 of 6

TOWN OF NEW HAMPTON BOARD OF SELECTMEN MEETING MINUTES TOWN OFFICE NEW HAMPTON, NH 03256

October 17, 2019

MEMBERS

Mr. Irvine, Mr. Mertz, and Mr. Denoncour were present.

PRESENT: OTHERS

Town Administrator Mrs. Lucas

PRESENT:

Mr. Irvine called the meeting of the Board to order at 6:00 p.m.

WORK SESSION

CALL TO ORDER:

Manifests, bills, requisitions, purchase orders and leave request forms.

The board approved a purchase requisition for Transfer Station (2020 stickers), Fire Dept (17A1 tires mounted/balanced).

The board approved the following Building Permit application(s):

1. Timothy & Cheryl Mitchell - Tax Map R10, Lot 34A

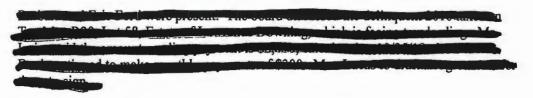
2. Kevin & Cheryl Drake - Tax Map R4, Lot 58A: Held for septic design approval.

The board approved the following Septic Design:

1. Kevin & Cheryl Drake - Tax Map R4, Lot 58A (Revised)

APPOINTMENTS

6:30 pm Barbara Ford



6:45 pm Police Chief Stevens

Chief Stevens was present.

The board asked Chief Stevens to explain why he was proposing a warrant article for a sedan and switch to a Dodge. Chief Stevens said the Dodge is AWD and is performing well in the state and he wants to keep a sedan in the fleet and this would replace the Ford sedan. Mrs. Lucas said there had been discussion on waiting another year for replacement, as recommended in the CIP. Chief Stevens said if the Ford isn't replaced there will likely be costly repairs.

As there had been discussion on potential grants for the file server Mrs. Lucas advised that unanticipated funds came to the town and the board thought they could hold a hearing to use the funds for the replacement of the file server so she wanted to know what the potential of the grant was and when was it anticipated to be awarded. Chief Stevens said the grant award was scheduled for 2020 and there were no guarantees. The board agreed to go ahead with the hearing to use the funds for the purchase. Chief Stevens said maybe they could seek a grant for a cruiser as a replacement. Relative to possible grant writer the board asked what 4 grants the PD would apply for and Chief Stevens said Tasers and speed sign trailer.

Relative to the Chief's contract the board is offering a 6-month contract and is seeing

ongoing improvements. They provided Chief Stevens with the job description and contract for his signatures.

RECESS

At 7:12 Mr. Irvine made a motion, seconded by Mr. Denoncour to recess allowing Chief Stevens to review the changes made and ask questions. Vote was unanimous.

RECONVENE

At 7:20 Mr. Irvine made a motion, seconded by Mr. Mertz to reconvene. Vote was unanimous.

As Chief Stevens had no questions and asked for several days to review further. Mr. Irvine made a motion, seconded by Mr. Denoncour to extend the probationary employment agreement as Police Chief to 10/21/19, when the board meets again. Vote was unanimous. Mr. Irvine swore in Chief Stevens.

DISCUSSION



- Grant acknowledgement from HSEM for the grant application for Local Hazard Mitigation Update work to be performed; \$7,500, 75/25 match with the match at \$2,500 being participation by department heads. Mr. Irvine made a motion, seconded by Mr. Denoncour that the Town of New Hampton is accepting the grant agreement with the terms as presented in the document. Vote was unanimous. Mr. Mertz made a motion, seconded by Mr. Denoncour to appoint Mr. Irvine to sign the agreement when a Notary Public is available. Vote was unanimous.
- Application to merge lots of V&R Development LLC, Tax Map U16, Lot 8 through
 25. Planning Board had reviewed the application. Selectmen signed the merger.
- The board reviewed a draft credit card policy to cover all departments with several revisions made. Mr. Irvine made a motion, seconded by Mr. Denoncour to adopt the credit card policy with the agreed upon changes. Vote was unanimous.
- Notification from Primex: Worker's Compensation program not to exceed 6% increase. Property Liability program not to exceed 7% increase. Unemployment compensation decrease of 17%.
- Discussion on purchase of new picnic tables for Old Home Day and whether to purchase them from State prison using town truck and personnel or to buy from Ashland Lumber for higher cost. After weighing out total costs the board agreed to purchase them locally.
- Be Fair Builders have looked at the town office facilities and felt the work could begin before year's end, would come back next week to discuss plans further and will provide a quote for work.
- NHDES notification of acceptance of Expedited Wetland Permit Application.
 NHDES called to say someone from town contacted them to hold off on the review.
 Mrs. Lucas to follow-up.
- Relative to a new property owner, Michael Cobb, on Old Bristol Road who had
 previously been told by the board that an Airbnb was permitted, Mrs. Lucas said he
 had met with a member of the Fire Dept to learn what steps he had to take, and was
 not happy with the requirements. She said Mr. Cobb was meeting with Chief Drake to



The New Hampshire Public Risk Management Exchange (Primer³) 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, Primer³ 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 timit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

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

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

Participating Mamber: Mer	nber Number:		Com	osny Affording Coverage:	
Primex3 Members as per attached Schedule of Members Property & Liability Program			Bow 46 C	Public Risk Management Ex Brook Place Ionovan Street cord, NH 03301-2624	change - Primex
E- Dahit Dipolitaring Library	Effective Date (mm/dd/yyyy)	Expiration (mm/dd/)	Date-	Contract NH Section (Units	Levas ividya
General Liability (Occurrence Form)	7/1/2019	7/1/20		Each Occurrence	\$ 5,000,000
Professional Liability (describe)		***************************************	-0	General Aggregate	\$ 5,000,000
Claims Occurrence				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
Automobile Liability Deductible Comp and Coll: Any auto				Combined Single Limit (Each Accident)	
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)	
escription: Proof of Primex Member coverage only. ERTIFICATE HOLDER: Additional Covered Party	Loss	28.400	Prin	ex ³ – NH Public Risk Ma nags	ment Exchange
			By:	Many Ectl Percell	
#H Dept of Safety 3 Hazen Or. Concord, NH 03301			Date	Please direct inquir Primex³ Claims/Coveras 603-225-2841 ph 603-228-3833 f	es to: pe Services one

Town of Grantham	185
Town of Greenland	187
Town of Groton	189
Town of Hampstead	190
Town of Hampton	191
Town of Hancock	193
Town of Hanover	194
Town of Harrisville	195
Town of Haverhill	196
Town of Hebron	197
Town of Henniker	198
Town of Hinsdale	201
Town of Holderness	202
Town of Hooksett	204
Town of Hopkinton	205
Town of Hudson	206
Town of Jaffrey	208
Town of Jefferson	209
Town of Kensington	211
Town of Kingston	212
Town of Lancaster	214
Town of Landaff	215
Town of Langdon	218
Town of Lee	218
Town of Lempster	219
Town of Lisbon	221
Town of Littleton	223
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Town of Londonderry	
Town of Lyman	226
Town of Lyme	227
Town of Lyndeborough	228
Town of Marlow	233
Town of Mason	234
Town of Merrimack	236
Town of Milan	238
Town of Milford	239
Town of Milton	240
Town of Monroe	241
Town of Nelson	244
Town of New Castle	248
Town of New Durham	249
Town of New Hampton	251
Town of New London	254
Town of Newbury	247
Town of Newmarket	255
Town of Newport	256
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Town of North Hampton	
Town of Northfield	258
Town of Northumberland	260
Town of Northwood	261
Town of Nottingham	262
Town of Orange	263
Town of Orford	264
Town of Pelham	266
Town of Peterborough	268
Town of Piermont	269
Town of Pittsburg	270
Town of Plainfield	272
Town of Plymouth	274
Town of Randolph	276
Town of Randolph Town of Raymond Town of Richmond	276 277 278



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	mber Number:			any Affording Coverage:	
Primex3 Members as per attached Schedule of Members Workers' Compensation Program			Bow 46 D	Public Risk Management Ei Brook Place conovan Street cord, NH 03301-2624	change - Primex ³
The diction	Effective Date	Expiration	Date	Claire : NH Statutory Time	May Aprily II Rect
General Liability (Occurrence Form)			,,,	Each Occurrence	
Professional Liability (describe)				General Aggregate	
Ctaims Occurrence				Fire Damage (Any one fire)	
	-	No.		Med Exp (Any one person)	
Automobile Liability Deductible Comp and Coli: Any auto				Combined Single Limit (Each Accident) Aggregate	
Workers' Compensation & Employers' Liability	7/1/2019	7/1/202	0	X Statutory	\$2,000,000
	17112013	1717202	Each Accident	\$2,000,000	
				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 F	² ayee	Prim	ex ³ – NH Public Risk Manage <i>Many Boll Procell</i>	ment Exchange
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NH Dept of Safety 33 Hazen Dr.			Date	Please direct Inquir	
Concord, NH 03301				Primex ³ Claims/Coverage 603-225-2841 ph 603-228-3833 f	e Services one

	Town of Lisbon	221
	Town of Londonderry	224
	Town of Lyme	227
	Town of Marlow	233
	Town of Merrimack	236
	Town of New Castle	248
Y	Town of New Durham	249
4	Town of New Hampton	251
V	Town of New London	254
	Town of Newbury	247
	Town of Newmarket	255
	Town of North Hampton	259
	Town of Pelham	266
	Town of Peterborough	268
	Town of Piermont	269
	Town of Randolph	276
	Town of Richmond	278
	Town of Sharon	291
	Town of Stark	297
	Town of Stewartstown	298
	Town of Stoddard	310
	Town of Sugar Hill	302
	Town of Sutton	306
	Town of Wentworth	330
	Town of Winchester	328
	Troy Water/Sewer Department	582
	Unity School District	945
	Upper Valley Lake Sunapee Regional Planning Commission	570
	Village District of Eastman	501
	Wakefield School District	946
	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-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

U.S. Department of Homeland Security FEMA Region I 99 High Street Boston, MA 02110



September 19, 2019

Jennifer Harper
Director
Homeland Security and Emergency Management
New Hampshire Department of Safety
33 Hazen Drive
Concord, NH 03305

Re: FY 2018 Pre-Disaster Mitigation Grant Program Catalog of Federal Domestic Assistance No. 97.047

Award No. EMB-2019-PC-0004

Dear Director Harper:

The Federal Emergency Management Agency ("FEMA") has approved the New Hampshire Department of Public Safety, Homeland Security and Emergency Management's ("HSEM") application for financial assistance under the FY 2018 Pre-Disaster Mitigation Grant Program in the amount of \$371,248.35. As a condition of the federal award, HSEM is required to contribute a nonfederal match in the amount of \$123,749.49, or 25% of the total approved project cost of \$494,997.84. This award, numbered EMB-2019-PC-0004, currently includes the following approved projects as further detailed in the agreement articles:

Project Number: PDMC-PL-01-NH-2018-001

Description: Local Hazard Mitigation Plan Updates

<u>Project Cost</u>: \$217,999.00 (federal award \$163,499.25, nonfederal match \$54,499.75) <u>Subapplicant</u>: New Hampshire Homeland Security and Emergency Management

Award Date: September 19, 2019

<u>Project Number</u>: PDMC-PL-01-NH-2018-002 <u>Description</u>: Local Hazard Mitigation Plan Updates 2

<u>Project Cost</u>: S231,999.00 (federal award \$173,999.25, nonfederal match \$57,999.75) Subapplicant: New Hampshire Homeland Security and Emergency Management

Award Date: September 19, 2019

Project Number: PDMC-MC-01-NH-2018-003

Description: Management Costs

<u>Project Cost</u>: S44,999.84 (federal award \$33,749.85, nonfederal match \$11,249.99) <u>Subapplicant</u>: New Hampshire Homeland Security and Emergency Management

Award Date: September 19, 2019

By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of this award:

- Grant agreement articles (attached to this award letter)
- Obligating document, FEMA Form 76-10A (attached to this award letter)
- Record of Environmental Consideration (attached to this award letter)
- FY 2018 Pre-Disaster Mitigation Grant Program Notice of Funding Opportunity

If you have any questions, please contact Jason Kennedy, Grants Management Specialist, at (617) 956-7678.

Sincerely,

Captain W. Russ Webster, USCG (Ret.), CEM

Regional Administrator

FEMA Region I

WRW:tan

cc: Fallon Reed, Planning Chief, NH HSEM

Whitney Welch, Assistant Planning Chief, NH HSEM

Kayla Henderson, State Hazard Mitigation Planner, NH HSEM

Enclosures